LINCOLNWOOD SCHOOL DISTRICT 74
BOARD OF EDUCATION
Regular Meeting AGENDA
Thursday, May 7, 2026 at **7:30 PM**

BOARD OF EDUCATION
Peter D. Theodore, *President*
Myra A. Foutris, *Vice President*
John P. Vranas, *Secretary*
Ted Kwon
Jay Oleniczak
Elissa B. Rosenberg
Mihra Seta

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

Agenda of the Regular Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, to be held in the Lincolnwood Village Hall - Gerald C. Turry Village Board Room 6900 North Lincoln Avenue Lincolnwood, Illinois 60712, on Thursday, May 7, 2026.

Bill Reviewers for the Month: Myra A. Foutris and Elissa B. Rosenberg

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

__ Myra A. Foutris
__ Ted Kwon
__ Jay Oleniczak
__ Elissa B. Rosenberg
__ Mihra Seta
__ Peter D. Theodore
__ John P. Vranas

ADMINISTRATIVE TEAM MEMBERS

__ Dr. David. L. Russo	__ Dr. Dominick M. Lupo
__ Courtney Whited	__ Mark Atkinson
__ Dr. Aliaa Ibrahim	__ Joseph Segreti
__ Jennifer Ruttkay	__ Dr. Chris Harmon
__ Jordan Stephen	__ Jackie McGoey
__ Renee Tolnai	__ Erin Curry

2. DISTRICT RECOGNITION
   a. The Lincolnwood SD74 Student Art Exhibit, featuring more than 150 works of art, is currently on display at Village Hall. The District is honored to celebrate and showcase the creativity and dedication to the visual arts of students from Lincoln Hall, Rutledge Hall, and Todd Hall.

      A special reception honoring the student-artists and art teachers will take place this evening from 5:30-7:00 p.m. before the Board of Education meeting starting promptly at 7:30 p.m.

   b. Lincoln Hall Spring Musical - The prince is throwing a ball! Under the direction of Ms. Hayley Reynolds, SD74 students proudly present Rodgers + Hammerstein's Cinderella: Youth Edition. This year's spirited cast and crew of 5th–8th-grade students will make you believe in magic as they bring this beloved fairy tale to life. After all, impossible things are happening every day! The Lincolnwood community is invited to join the fun on the evening of May 15, 2026, and during the afternoon and evening performances on May 16, 2026.

c. Lincoln Hall National Spanish Exam Award Winners - The National Spanish Exam (NSE) is an online, motivational competition that recognizes, stimulates, and promotes students' linguistic competence and proficiency in Spanish.

3. AUDIENCE TO VISITORS

4. **BOARD WILL CONDUCT AN ELECTION OF OFFICERS**

a. Election of President Pro-Tem *(See Policies 2:210 and 2:110)* 8
Rationale: The Lincolnwood School District 74 Board of Education adheres to Board Policies 2:210 and 2:110.

Recommended Motion: I move that Dr. David L. Russo be appointed as President Pro-Tem for the purpose of conducting the election of School Board President.

Motion by member: _____ Seconded by:_____

b. Nominations for and Election of Board President *(See Policy 2:110)*
President Pro-Tem: "Nominations are now in order for the office of PRESIDENT".

Any Board Member: "I nominate _____ for PRESIDENT." Motion by member: _____

Any Other Board Member: "Second" Seconded by:_____

President Pro-Tem: "Member _____ is nominated for PRESIDENT. Are there any other nominations for the office of President?"

President Pro-Tem: "If there are no further nominations ..... nominations for the office of President are closed."

(Note: A motion to reopen nominations may be adopted by the majority vote.)

President Pro-Tem: "The motion was made by Member _____ and seconded by Member_____. All in favor say "Aye"; those opposed say "No." " The Board has elected _____ as PRESIDENT."

The newly elected PRESIDENT immediately assumes the chair and conducts the election of other Board officer/s.

c. Nominations For and Election of Board Vice President and Secretary *(See Policy 2:210)*
Newly Elected Board President: "Nominations are now in order for the office of VICE PRESIDENT"

Any Board Member: "I nominate _____ for VICE PRESIDENT"." Motion by member:_____

Any Other Board Member: "Second" Seconded by:_____

Newly Elected Board President: "Member _____ is nominated for VICE PRESIDENT. Are there any other nominations for this office?"

Newly Elected Board President: "If there are no further nominations .....nominations are closed."

(Note: A motion to reopen nominations may be adopted by majority vote.)

Newly Elected Board President: "The motion was made by Member _____ and seconded by Member_____. All in favor say "Aye"; those opposed say "No." " The Board has elected _____ as VICE PRESIDENT."

Note: The newly elected VICE PRESIDENT immediately assumes the chair.

Newly Elected Board President: "Nominations are now in order for the office of SECRETARY"

Any Board Member: "I nominate _____ for SECRETARY." Motion by member:_____

Any Other Board Member: "Second" Seconded by:_____

Newly Elected Board President: "Member _____ is nominated for SECRETARY. Are there any other nominations for this office?"

Newly Elected Board President: "If there are no further nominations .....nominations are closed."

(Note: A motion to reopen nominations may be adopted by majority vote.)

Newly Elected Board President: "The motion was made by Member _____ and seconded by Member_____. All in favor say "Aye"; those opposed say "No." " The Board has elected _____ as SECRETARY."

Note: The newly elected SECRETARY immediately assumes the chair.

5. INFORMATION/ACTION: CONSENT AGENDA
(Any member of the Board wishing to vote separately on a Consent Agenda item should request removal of that item from the Consent Agenda.)

a. APPROVAL OF MINUTES
   I. Regular Board Meeting Minutes - **APRIL 9, 2026** 12
   II. Regular Board Meeting - Closed Session Minutes - **APRIL 9, 2026**

b. EMPLOYMENT MATTERS
   I. **Personnel Report**
   II. New Employment
      1. **Allison Jones**, 2nd Grade Teacher, Todd Hall, effective August 24, 2026, Class 3, Level 3, $71,601
      2. **Claire Kitchens**, Paraprofessional, Lincoln Hall, effective April 27, 2026 through June 9, 2026, $17.83/hr
   III. Retirement
      1. **Sylvia Hernandez**, Accounts Payable Coordinator, Administration Building, effective August 31, 2026
      2. **Stephanie Shortell**, Special Education Teacher, Lincoln Hall, effective the end of the 2029-2030 school year
   IV. FMLA Leave Request
      1. **Carmel Maloney**, School Nurse, Lincoln Hall, effective April 21, 2026, with an expected return of May 11, 2026

c. 6-year |Middle School Literacy Program Adoption | Simplify Learning 18
The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this contract from Simplify Learning® for the adoption of the grades 6-8 reading curriculum in the amount of $3,952 from the 2026-2027 school year to the 2031-2032 school year.

d. 6-year |Middle School Literacy Program Adoption | Panorama Education Class Companion 23
The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this contract from Panorama Education© 2026 for the adoption of grades 6-8 writing curriculum tool

in the amount of $3,000 for the 2026-2027 school year.

e. 6-year |Middle School Literacy Program Adoption | CommonLit 33
The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this contract from CommonLit © 2025 for the adoption of the 6-8 reading curriculum in the amount of $35,100 from the 2026-2027 school year to the 2031-2032 school year.

f. POLICY
I. Consent Only - Policies Excluded from 1st Reading for Approval* *These policies are excluded from 1st Reading because they only involve changes in citations or immediate compliance with the law or Illinois School Code.
1. Press Plus Issue #121 - March 2026
(1) Draft - Update
(1) 5:30 Hiring Process and Criteria 41
(2) 5:50 Drug - and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition 45
(3) 6:65 Student Social and Emotional Development 50
(4) 7:20 Harassment of Students Prohibited 53
(5) 7:50 School Admissions and Student Transfers To and From Non-District Schools 58
(6) 8:90 Parent Organizations and Booster Clubs 62
(7) 2:200 Types of Board of Education Meetings 65
(8) 2:260 Uniform Grievance Procedure 71
(9) 6:100 Using Animals in the Educational Program 78
(10) 6:145 Migrant Students 80
(11) 6:170 Title I Programs 83
(12) 6:180 Extended Instructional Programs 86
(13) 7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students 89
(14) 7:185 Teen Dating Violence Prohibited 94
(15) 7:240 Code of Conduct for Participants in Extracurricular Activities 97
(16) 7:260 Exemption from Physical Education 100
(2) Review & Monitoring
(1) 7:220 Bus Conduct 103
(2) 7:230 Misconduct by Students with Disabilities 106
(3) 7:280 Communicable and Chronic Infectious Disease 109

g. Annual Approval of Directors' Contracts
The Lincolnwood School District 74 Board of Education annually approves all Directors' Contracts.
I. **Erin Curry**, Director of Student Services **111**
II. **Peter Lembessis**, Director of Food Services **122**
III. **Jaclyn McGoey,** Director of Communications and Community Relations **134**
IV. **Jennifer Ruttkay**, Director of Special Education **146**

h. Annual Approval of Administrator Contracts
The Lincolnwood School District 74 Board of Education approves all Administrator Contracts.
I. **Aliaa Kamara-Ibrahim**, Rutledge Hall Principal **157**

i. Winters 2026-27, 2027-28 and 2028-29 Snow Removal Services from Contour Landscaping Inc. 169
The Facilities Committee concurs with the Administration's recommendation to the Board of Education to approve the three-year Contract from Contour Landscaping, Inc. for snow removal services for the base amount of $9,958 per winter season from November 1, 2026 through March 31, 2029.

j. Rutledge Hall Kitchen Renovation 172
The Facilities Committee concurs with the Administration's recommendation to the Board of Education to approve the Agreements from Tri-Mark for Rutledge Hall Kitchen renovations in an amount not to exceed $80,000 to be completed during Summer 2026.

k. Renaissance Communication System Installation of the Todd Hall, Rutledge Hall and Lincoln Hall Door Intercom/Video Surveillance Systems 235
The Facilities Committee concurs with the Administration's recommendation to the Board of Education to approve the quotes from Renaissance Communication Systems for the installation of door intercom and video surveillance systems (Air Phone) at Todd Hall, Rutledge Hall and Lincoln Hall in the amount of $31,750.

l. Renaissance Communication System Installation of District Updated Panic Alarm System 243
The Facilities Committee concurs with the Administration's recommendation to the Board of Education to approve the quote from Renaissance Communication Systems for the installation of an updated Bosch Panic and Alarm System in all buildings at Lincolnwood School District 74 in the amount of $18,570.

m. Frontline Financial Planning Analytics FY27 Implementation & Annual Subscription 247
The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this Agreement from Frontline Education for the Financial Planning Analytics Implementation and Subscription in the amount of $14,200 from July 1, 2026 through June 30, 2027.

n. District Server Replacement 267
The Finance Committee concurs with the Administration's recommendation to the Board of Education to continue with the installation of a Scale Computing Server infrastructure, training and migration of Virtual Machines and data in an amount not to exceed $76,000.

o. Marcia Brenner Associates (MBA) Installation of a Parent Portal Based Attendance System 273
The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve the Marcia Brenner Associates (MBA) quote in the amount of $8,201.80 for licensing, implementation and training of the Attendance Monitor and Report Creator between July 1, 2026 through June 30, 2027.

p. Nextiva Phone System Upgrade 307
The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve the 5-year contract for Nextiva in the amount of $2,107.24 per month for equipment, implementation, training and migration of services to the Nextiva platform starting between June 2026 through June 2031.

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

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

Motion by member:_____ Seconded by:_____

6. UNFINISHED BUSINESS

7. NEW BUSINESS

8. COMMUNICATION FROM BOARD MEMBERS
   a. NTDSE/District 807: ***John P. Vranas/Elissa B. Rosenberg***
   b. IASB (Illinois Association of School Boards): ***Ted Kwon/Jay Oleniczak***

c. Finance Committee: ***Jay Oleniczak/Mihra Seta***
d. Facilities Committee: ***John P. Vranas/Myra A. Foutris***
e. Policy Committee: ***Myra A. Foutris/Ted Kwon***
I. 1st Reading by the Lincolnwood School District 74 Board of Education
1. Press Plus Issue #121 - March 2026
(1) Draft - Update

(1) 2:220 Board of Education Meeting Procedure 511
(2) 2:250 Access to District Public Records 517
(3) 4:165 Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors 521
(4) 5:250 Leaves of Absence 524
(5) 5:330 Sick Days, Vacation, Holidays, and Leaves 529
(6) 7:300 Extracurricular Athletics 534

f. President's Report: ***Peter D. Theodore***
I. INFORMATION/DISCUSSION: Important District Dates

9. COMMUNICATION TO THE BOARD OF EDUCATION
a. LTA (Lincolnwood Teacher Association): ***Travis DuPriest/Kevin Conley (Co-Presidents)***
b. LSSU (Lincolnwood Support Staff Union): ***Tommy Bujnowski (President)***
c. PALS (People Active with Lincolnwood Schools): ***Abby Jones (President)***

10. ADMINISTRATIVE REPORTS
a. Superintendent's Report: ***Dr. David L. Russo***
I. INFORMATION/DISCUSSION: District Updates

b. Curriculum and Instruction, Assistant Superintendent's Report: ***Dr. Dominick M. Lupo***
I. INFORMATION/DISCUSSION: Curriculum Department Update

c. Business and Operations, Business Manager/CSBO: ***Courtney Whited***
I. INFORMATION/DISCUSSION: Finance Report - **FEBRUARY 2026** 537

II. INFORMATION/ACTION: Bills Payable in the Amount of $2,796,522.68 545
Bills reviewed this month by: Myra A. Foutris and Elissa B. Rosenberg
Rationale: The Board of Education routinely reviews and approves invoices and bills.

Recommended Motion: I move that the Lincolnwood School District 74 Board of Education approve invoices and bills in the amount of $2,796,522.68.

Motion by member: _____ Seconded by: _____

III. INFORMATION/DISCUSSION/ACTION: Preliminary Timeline for a General Obilgation Working Cash Bond Issuance 599

In general, the Board of Education needs three meetings to address all necessary legal steps for the sale of a General Obligation Working Cash Bond. This timeline enables the District to generate a General Obligation working cash bond proceed by late February 2027:

December 3, 2027 - Board adopts Resolution of Intent & a Resolution calling a BINA hearing at Regular meeting
January 7, 2027 - Board holds BINA hearing at Regular meeting for a General Obligation Working Cash Bond
February 4, 2027- Board approves parameters Resolution authorizing a General Obligation Working

Cash Bond
February 8, 2027- Bond sold; delegates approve results
February 25, 2027- Bond issue closes; District receives General Obligation Working Cash Bond proceeds

Rationale: The Lincolnwood School District 74 Board of Education approves all bond issuances.

Recommended Motion: I move that the Lincolnwood School District 74 Board of Education to authorize the Administration to begin the process necessary to sell a General Obligation Working Cash Bond in the amount of $6,000,000 using an 11-year payback scenario, as presented.

Motion by member:_____ Seconded by:_____

11. AUDIENCE TO VISITORS

12. **RECESS INTO CLOSED SESSION**
    I move that the Lincolnwood School District 74 Board of Education recess into Closed Session for the purposes of: **5 ILCS 120/2(c)(2) - Collective Negotiating, 5 ILCS 120/2(c)(10) - the placement of individual students in special education programs and other matters relating to individual students and 5 ILCS 120/2(c)(1), amended by P.A. 101-459 - Personnel.**

    Motion by member:_____ Seconded by:_____

13. 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.

2:210 Organizational Board of Education Meeting

During a March meeting in odd-numbered years, the Board of Education establishes a date for its organizational meeting to be held sometime after the election authority canvasses the vote, but within 40 days after the consolidated election. The consolidated election is held on the first Tuesday in April of odd-numbered years.

At the organizational meeting, the following shall occur:

1. Each successful candidate, before taking his or her seat on the Board, shall take the oath of office as provided in Board policy 2:80, *Board Member Oath and Conduct*.
2. The new Board members shall be seated.
3. The Board of Education shall elect its officers, who assume office immediately upon their election.
4. The Board of Education shall fix a time and date for its regular meetings.

During an April Board meeting in even-numbered years, the Board considers organizational matters such as: selecting individual members to fill offices with terms that expire in April or May and fixing a time and date for its regular meetings.

LEGAL REF.:

105 ILCS 5/10-5, 5/10-16, and 5/10-16.5.

10 ILCS 5/2A-1 *et seq*., Election Code.

CROSS REF.: 2:30 (District Elections), 2:110 (Qualifications, Term, and Duties of Board Officers), 2:200 (Types of Board of Education Meetings), 2:220 (Board of Education Meeting Procedure), 2:230 (Public Participation at Board of Education Meetings and Petitions to the Board)

ADOPTED: January 11, 2005

REVISED: January 12, 2023

REVIEWED: January 12, 2023

2:110 Qualifications, Term, and Duties of Board Officers

The Board of Education officers are: President, Vice President and Secretary. These officers are elected or appointed by the Board at its organizational meeting. The offices of Vice President and Secretary may be combined at the Board's discretion. The Board may, at its discretion, extend terms of officers to two years.

President

The Board of Education elects a President from its members for a one-year term. The duties of the President are:

1. Preside at all meetings;
2. Focus the Board meeting agendas on appropriate content;
3. Make all Board committee appointments with Board approval;
4. Attend and observe any Board committee meeting at his or her discretion;
5. Sign official District documents requiring the President's signature, including Board Minutes and Certificate of Tax Levy;
6. Call special meetings of the Board;
7. Serve as the head of the public body for purposes of the Open Meetings Act (OMA) and Freedom of Information Act;
8. Ensure that a quorum of the Board is physically present at all Board meetings, except as otherwise provided by the OMA;
9. Administer the oath of office to new Board members;
10. Serve as or appoint the Board's official spokesperson to the media;
11. Except when the Board President is the subject of a complaint of sexual harassment, a witness, or otherwise conflicted, appoint a qualified outside investigator to conduct an independent review of allegations of sexual harassment made against a Board member by another Board member or elected official; and
12. Ensure that all fingerprint-based criminal history records information checks, screenings, and sexual misconduct related employment history reviews (EHRs) required by State law and policy 5:30, *Hiring Process and Criteria*, are completed for the Superintendent.

The President is permitted to participate in all Board meetings in a manner equal to all other Board members, including the ability to make and second motions.

A vacancy in the Presidency is filled by the Vice President.

Vice President and Secretary

The Board of Education elects a Vice President and a Secretary from its members for a one-year term. The Vice President performs the duties of the President if:

- the office of President is vacant;
- the President is absent; or
- the President is unable to perform the office's duties.

A vacancy in the Vice Presidency is filled by special Board election.

The Secretary shall perform or delegate the following duties:

1. Keep Board meeting minutes;
2. Prepare Board meeting agendas and provide them, along with prior meeting minutes, to Board members before the next meeting;
3. Mail meeting notification and agenda to news media who have officially requested copies;
4. Keep records of the Board's official acts, and sign them, along with the President, before submitting them to the Treasurer at such times as the Treasurer may require;
5. Report to the Township Treasurer on or before July 7, annually, such information as the Township Treasurer is required to include in the Township Treasurer's report to the North Cook Intermediate Service Center Executive Director;
6. Act as the local election official for the District;
7. Arrange public inspection of the budget before adoption;
8. Publish required notices;
9. Sign official District documents requiring the Secretary's signature; and
10. Maintain Board policy and such other official documents as directed by the Board.

The Secretary may delegate some or all of these duties, except when State law prohibits the delegation. The Board appoints a secretary pro tempore, who may or may not be a Board member, if the Secretary is absent from any meeting or refuses to perform the duties of the office. A permanent vacancy in the office of Secretary is filled by special Board election.

Recording Secretary

The Recording Secretary shall:

1. Assist the Secretary by taking the minutes for all open Board meetings;
2. Assemble Board meeting material and provide it, along with prior meeting minutes, to Board members before the next meeting; and
3. Perform the Secretary's duties, as assigned, except when State law prohibits the delegation.

In addition, the Recording Secretary or Superintendent receives notification from Board members who desire to attend a Board meeting by video or audio means.

Treasurer (NOT an officer of the Board of Education)

The Treasurer for the School District shall be appointed by the Township Trustees.

The Treasurer shall:

1. Furnish a bond, which shall be approved by a majority of the Township Trustees;
2. Maintain custody of school funds;
3. Maintain records of school funds and balances;
4. Prepare a monthly reconciliation report for the Superintendent and Board;
5. Receive, hold, and expend District funds only upon the order of the Board; and
6. Perform those duties in Section 8-17 of the School Code.

LEGAL REF.:

105 ILCS 5/8-1, 5/8-2, 5/8-3, 5/8-6, 5/8-16, 5/8-17, 5/10-1, 5/10-5, 5/10-7, 5/10-8, 5/10-13, 5/10-13.1,

5/10-14, 5/10-16.5, 5/10-21.9, 5/17-1, 5/21B-85, and 5/22-94.

5 ILCS 120/7, Open Meetings Act.

5 ILCS 420/4A-106, Ill. Governmental Ethics Act.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:105 (Ethics and Gift Ban), 2:150 (Committees), 2:210 (Organizational Board of Education Meeting), 2:220 (Board of Education Meeting Procedure), 5:30 (Hiring Process and Criteria), 8:10 (Connection with the Community)

ADOPTED: September 10, 2002

REVISED: May 4, 2023

REVIEWED: May 4, 2023

BOARD OF EDUCATION
Peter D. Theodore, *President*
Myra A. Foutris, *Vice President*
John P. Vranas, *Secretary*
Ted Kwon
Jay Oleniczak
Elissa B. Rosenberg
Mihra Seta

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

Minutes of the Regular Meeting of the Board of Education of Lincolnwood School District 74, Cook County, Illinois, was held in the Lincolnwood Village Hall - Gerald C. Turry Village Board Room 6900 North Lincoln Avenue, Lincolnwood, Illinois 60712, on Thursday, April 9, 2026.

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE
President Theodore called the meeting to order at 7:00 p.m., roll call was taken and the Pledge of Allegiance was recited.

MEMBERS PRESENT	MEMBERS NOT PRESENT
Myra A. Foutris	John P. Vranas
Ted Kwon	
Jay Oleniczak	
Elissa B. Rosenberg	
Mihra Seta	
Peter D. Theodore	

ADMINISTRATORS/STAFF PRESENT		
Dr. David L. Russo	Dr. Chris Harmon	Jordan Stephen
Dr. Dominick M. Lupo	Dr. Aliaa Ibrahim	Joseph Segreti
Courtney L. Whited	Jackie McGoey	Renee Tolnai
Mark Atkinson	Jennifer Ruttkay	
	Erin Curry	

2. DISTRICT RECOGNITION

a. ***Curricular Highlight -*** The Physical Education Department proudly hosted Wellness Day at Todd Hall, a special event dedicated to promoting health, movement, and overall well-being within the school community. Throughout the day, students participated in a variety of engaging activities designed to encourage active lifestyles while fostering meaningful connections with their peers. The event featured a diverse range of experiences, including mindfulness and yoga, Gaga Ball, pickleball, an obstacle course, soccer, tennis, dancing, and a hands-on cooking session with the Director of Food Services, Chef Peter Lembessis. Together, these activities created an environment where students could explore different aspects of wellness in a fun and supportive setting.

Todd Hall Principal Chris Harmon introduced staff and students who shared their presentation of the Todd Hall Wellness Day activities.

President Theodore appointed Member Rosenberg as Secretary Pro-Tem.
President Theodore called for a two-minute break at 7:09 p.m.

President Theodore returned to **OPEN SESSION** at 7:11 p.m.

3. AUDIENCE TO VISITORS
None.

4. CONSENT AGENDA

a. APPROVAL OF MINUTES
I. Regular Board Meeting Minutes - **MARCH 5, 2026**
II. Regular Board Meeting - Closed Session Minutes - **MARCH 5, 2026**

b. EMPLOYMENT MATTERS
(1) **Personnel Report**
(2) Parental Leave
(1) **Veronica Logan**, 1st Grade Teacher, Todd Hall, effective on or about May 23, 2026, with an expected return of October 13, 2026

(3) Retirement
(1) **Debra Rudnick**, Pre-Kindergarten Teacher, Todd Hall, effective the end of the 2029-2030 school year.

(4) Resignation
(1) **Anthony Prochenski**, 5th Grade Teacher, Rutledge Hall, effective June 9, 2026
(2) **Shannon Keys**, General Music Teacher, Lincoln Hall, effective June 9, 2026
(3) **Julie Tziolas**, 8th Grade Math Teacher, Lincoln Hall, effective June 9, 2026

c. Approval of Administrator Contract
The Lincolnwood School District 74 Board of Education approves all Administrator Contracts.
I. **Joseph Segreti**, Principal, Todd Hall

d. Donation from ROSE Foundation
The Finance Committee members in attendance stated their support for the Administration's recommendation to the Board of Education to accept the donation of $319.48 from ROSE Foundation to offset costs associated with staff recognition and/or appreciation.

e. Final Fiscal Year 2025 Single Audit by Lauterbach & Amen, LLP
This summary is for informational purposes. The final Fiscal Year 2025 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 9, 2026 Board of Education meeting, as recommended by the Finance Committee members in attendance.

f. E Rate Category II – SHI Network Equipment
The Finance Committee members in attendance stated their support of the Administration's recommendation to the Board of Education to approve this contract from SHI for the purchase of a Palo Alto Firewall along with all licensing for 5 years, as well as Cisco Core switching equipment along with all Cisco licensing for 3 years in the amount of $70,785.

It was moved by Vice President Foutris and seconded by Member Oleniczak that the Lincolnwood School District 74 Board of Education approves those items on the Consent Agenda as appear above.

President Theodore submitted the motion to a vote and the following vote was recorded:
Ayes: Foutris, Kwon, Oleniczak, Rosenberg, Seta, Theodore
Nays: None
Absent: Vranas

Motion passed.

5. UNFINISHED BUSINESS
None.

6. NEW BUSINESS
None.

7. COMMUNICATION FROM BOARD MEMBERS

a. NTDSE/District 807: ***John P. Vranas/Elissa B. Rosenberg***

The NTDSE Governing Board last met on March 25, 2026. The following are brief highlights:

- Ms. Rebecca Canastra, Music Therapist, Ms. Laura Frisch, Art Specialist, and Ms. Jerika Gill, Teacher, were recognized for being nominated for awards of excellence in their fields.
- The Board received a presentation on Community-Based Instruction.
- Tarin Kendrick, Executive Director, reported on the following: Job fairs to support recruitment for the 2026–27 school year, negotiations process, Legislative update on HB 4416, HB 4440, and HB 5488.
- Candice Hartranft, Director of Curriculum and Instruction, provided an update on the work of the Collaborative for Curriculum (CFC) literacy leaders on the reading curriculum.
- Christine Perry, Principal of Molloy, reported on the following: The Students' Outstanding Artist Recognitions at Oakton College, the Raptors basketball team took second place in the final game at ISU.
- Sheila Arad, Assistant Director of NTDSE Services, reported that: NTDSE provided a two-day Psych and Social Workers networking meeting, to be held on March 9 and April 8th, 2026. Sign language classes are held on Mondays after school through March.
- Kathy Gavin - Director of Fiscal Services, reported on the following: Significant increases in the EBC health and dental rates for the 2026-27school year, recommendations to correct the defect in the HVAC System.

The Board approved the following:

- The 2026-27 school calendar, the 2026-27 Governing Board meeting dates, the resolution for non-renewals, the special education audit.

The next meeting of the NTDSE Governing Board is scheduled at the NTDSE Administrative Center on April 22, 2026 at 6:00 p.m.

b. IASB (Illinois Association of School Boards): ***Ted Kwon/Jay Oleniczak***

No report.

c. Finance Committee: ***Jay Oleniczak/Mihra Seta***

The Finance Committee last met on March 26, 2026. There were no formal recommendations voted on due to the lack of a quorum. The Finance Committee members in attendance supported the Administrative recommendation to the Board of Education for two items on the Consent Agenda:

  - E-Rate Category II – SHI Network Equipment
  - Donation from ROSE Foundation

- The Administration will invoice the Lincolnwood Baseball and Softball Association (LBSA) for an Athletic Fields maintenance fee.
- The final Fiscal Year 2025 Single Audit Report prepared by Lauterbach & Amen, LLP will be presented to the Lincolnwood School District 74 Board of Education for review at the meeting.

The next Finance Committee meeting is scheduled for Thursday, April 23, 2026 at 6:30 p.m. The public is welcome.

d. Facilities Committee: ***John P. Vranas/Myra A. Foutris***

The Facilities Committee last met on October 21, 2025. The March 2026 Facilities Committee meeting was canceled due to a lack of quorum.

- Three items are on the agenda for approval:
  - Todd Hall's Second Grade Classroom Furniture Replacement

- GSF USA, Inc. Custodial Cleaning Services for 2026-27
- Pump Replacements with ComEd Energy Efficiency Incentive Program

The next Facilities Committee meeting is scheduled for Tuesday, April 21, 2026 at 6:00 p.m. The public is welcome.

e. Policy Committee: ***Myra A. Foutris/Ted Kwon***

The Policy Committee last met on Friday, December 12, 2025. The March Policy Committee meeting was canceled due to a light agenda.

The next Policy Committee meeting is scheduled for Friday, April 24, 2026 at 8:30am in the Administration Building. The public is welcome.

f. President's Report: ***Peter D. Theodore***

I. Important District Dates

President Theodore shared important District upcoming dates. Please see the District website for information: sd74.org.

8. COMMUNICATION TO THE BOARD OF EDUCATION

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

No report.

b. LSSU (Lincolnwood Support Staff Union): ***Tommy Bujnowski (President)***

No report.

c. PALS (People Active with Lincolnwood Schools): ***Abby Jones (President)***

No report.

9. ADMINISTRATIVE REPORTS

a. Superintendent's Report: ***Dr. David L. Russo***

I. District Updates

- Welcome back from Spring Break! We hope that everyone enjoyed fun and restful activities! We have a great deal yet to accomplish this year, and we will continue to maximize student academic growth in the remaining weeks of this school year.
- Thank you to Dr. Harmon and all those who collaborated at Todd Hall to create such a purposeful day of activities during their recent Wellness Day event. Wellness Day is such a wonderful feature of the annual slate of activities in each building. There is always such a fun variety of sessions to introduce students to new activities and information regarding health and wellness.
- Spring is going to be an extremely busy time in the District. Please continue to consult *Tuesday Newsday* on a weekly basis to gather details on upcoming events.
- Register for the 2026-2027 School Year:
  - Registration for the upcoming school year is open. Families who are re-registering received an email with a Snapcode and a link to the re-registration portal. Families who are registering for the first time should visit the District website to begin the registration process.
  - *Important information to note:*
    - Registration is not complete until the online registration form is submitted for each student, residency documents are submitted, and school fees are paid.
    - Families who complete the registration process by May 8, 2026 will receive a $20 lunch credit for each registered student for the 2026-2027 school year.
    - Complete registration by August 1, 2026 to avoid a $25 late fee, per student.
- All District families are invited to join us for Family Bingo Night, April 17, 2026 from 6:00 p.m. until 7:30 p.m., in the Rutledge Hall gym! Enjoy pizza, popcorn, a raffle (win lunch with a principal!), and BINGO, of course! Consult this week's *Tuesday Newsday* for the link to RSVP. *While an RSVP is not required, it is recommended to ensure the District orders enough food and prizes for the event.*

b. Curriculum and Instruction, Assistant Superintendent's Report: ***Dr. Dominick M. Lupo***

I. Curriculum Department Update

- The District is looking forward to wrapping up the IAR State testing in the next couple of weeks. Students in grades 3 thru 8 are assessed in Language Arts in Math by taking the IAR, and students in grades 5 & 8 are assessed in Science via the Illinois Science Assessment as well.
- On the curriculum front, District 74 is collaborating with other schools in the Township regarding new literacy programs. Instructional coaches have connected with other District coaches, and we are in the process of refining our planning and instructional approaches with newly adopted curriculum.
- All SD74 Summer Adventures classes are now in the planning process. More information is forthcoming.

II. Set the Last Day of School for Each School Year

It was moved by Secretary Pro-Tem Rosenberg and seconded by Member Kwon that the Lincolnwood School District 74 Board of Education approve the last day of school for the 2025-2026 District calendar to show a closing date of Tuesday, June 9, 2026.

President Theodore submitted the motion to a vote and the following vote was recorded:
Ayes: Foutris, Kwon, Oleniczak, Rosenberg, Seta, Theodore
Nays: None
Absent: Vranas

Motion passed.

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

I. Finance Report - **JANUARY 2026**

Business Manager/CSBO Whited presented the January 2026 Finance Report.

II. GSF USA, Inc. Custodial Cleaning Services for 2026-27

It was moved by Secretary Pro-Tem Rosenberg and seconded by Member Oleniczak that the Lincolnwood School District 74 Board of Education approve this Agreement from GSF USA, Inc. for custodial cleaning services in the amount of $535,203.49 from August 1, 2026 through July 31, 2027, as presented.

President Theodore submitted the motion to a vote and the following vote was recorded:
Ayes: Foutris, Kwon, Oleniczak, Rosenberg, Seta, Theodore
Nays: None
Absent: Vranas

Motion passed.

III. Pump Replacements with ComEd Energy Efficiency Incentive Program

It was moved by Secretary Pro-Tem Rosenberg and seconded by Member Kwon that the Lincolnwood School District 74 Board of Education approve the two (2) quotes for the replacement of pumps with variable frequency drives to be installed in Rutledge Hall and Lincoln Hall as part of ComEd's Energy Efficiency Incentive program for the initial cost of $44,660 with a possible reduction of $16,875.

President Theodore submitted the motion to a vote and the following vote was recorded:
Ayes: Foutris, Kwon, Oleniczak, Rosenberg, Seta, Theodore
Nays: None
Absent: Vranas

Motion passed.

IV. Todd Hall's Second Grade Classroom Furniture Replacement

It was moved by Secretary Pro-Tem Rosenberg and seconded by Member Seta that the Lincolnwood School District 74 Board of Education approve this quote from Interiors for Business, Inc. for Second Grade's Classroom Furniture in the amount of $85,686.28 to be installed during Summer 2026.

President Theodore submitted the motion to a vote and the following vote was recorded:
Ayes: Foutris, Kwon, Oleniczak, Rosenberg, Seta, Theodore
Nays: None
Absent: Vranas

Motion passed.

V. Bills Payable in the Amount of $1,363,967.58
Bills reviewed this month by: Ted Kwon and John P. Vranas

It was moved by Secretary Pro-Tem Rosenberg and seconded by Member Kwon that the Lincolnwood School District 74 Board of Education approve invoices and bills in the amount of $1,363,967.58.

President Theodore submitted the motion to a vote and the following vote was recorded:
Ayes: Foutris, Kwon, Oleniczak, Rosenberg, Seta, Theodore
Nays: None
Absent: Vranas

Motion passed.

10. AUDIENCE TO VISITORS
None.

11. **RECESS INTO CLOSED SESSION**
It was moved by President Theodore and seconded by Secretary Pro-Tem Rosenberg that the Lincolnwood School District 74 Board of Education recess into Closed Session for the purposes of: **5 ILCS 120/2(c)(1), amended by P.A. 101-459 - Personnel and 5 ILCS 120/2(c)(2) - Collective Negotiating.**

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

12. ADJOURNMENT
It was moved by President Theodore and seconded by Secretary Pro-Tem Rosenberg to adjourn the Regular meeting of
the Lincolnwood School District 74 Board of Education.

President Theodore submitted the motion to a voice vote and the motion passed at 8:10 p.m.

_____
Peter D. Theodore, President

_____
Elissa B. Rosenberg, Secretary Pro-Tem

DATE: May 7, 2026

TOPIC: 6-year |Middle School Literacy Program Adoption | Simplify Learning

PREPARED BY: Dominick Lupo

Recommended for:

☒ Action

☒ Discussion

☒ Information

Purpose/Background:

The Board of Education approves all curricular adoptions and contracts.

Lincoln Hall Middle School is seeking approval to adopt Simplify Writing® as its core writing curriculum resource in order to strengthen student writing proficiency and ensure alignment with grade-level standards and expectations. This program provides a structured, skill-based approach to writing instruction that breaks complex writing tasks into clear, manageable components, enabling students to build confidence and mastery over time. Through its focus on explicit instruction, modeling, and application, *Simplify Writing®* supports consistent, high-quality writing instruction across classrooms while advancing the district's commitment to academic excellence and equitable outcomes for all students.

Simplify Writing® is particularly well-suited for middle school language arts teachers due to its highly practical and instructional-centered design. The program emphasizes "bite-sized" lessons, typically 10–15 minutes, that allow teachers to model writing skills before students immediately apply them in their own work, reinforcing learning in real time. It also includes a comprehensive intervention library, grammar resources, and supports for English learners, enabling teachers to differentiate instruction effectively for diverse learners. Additionally, its skill-based pre- and post-assessments provide actionable data that help teachers identify specific gaps in student writing more precisely than traditional rubrics. The inclusion of writing tasks across multiple genres, and both digital and printable resources ensures that teachers have the tools needed to support students in mastering narrative, informational, and argumentative writing.

The key factor in this recommendation is that the Lincoln Hall language arts teachers valued the program's balance of structure and flexibility. Simplify Writing® provides a clear, standards-aligned framework while still allowing teachers the professional autonomy to tailor instruction, incorporate their own materials, and foster creativity in the classroom. This flexibility empowers teachers to meet the unique needs and interests of their students. As a result, the program not only strengthens writing outcomes but also enhances teacher ownership and engagement.

Fiscal Impact:

The fiscal impact of the 6-year adoption will be $3,952 for all materials and features.

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this contract from *Simplify Learning®* for the adoption of the grades 6-8 reading curriculum in the amount of $3,952 from the 2026-2027 school year to the 2031-2032 school year.

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 AND SIMPLIFY LEARNING, LLC

This Amendment is entered into as of May 7, 2026, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Simplify Learning, LLC ("Simplify Learning") pursuant to the Quote dated February 18, 2026, and the Simplify Learning School Licensing Terms (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. Simplify Learning shall not materially modify or amend the Agreement (see https://simplifylearning.com/school-licensing-terms) 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 Simplify Learning prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Simplify Learning 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. Simplify Learning 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 Simplify Learning 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. **Student Privacy Laws.** Simplify Learning confirms that no student data shall be obtained from School District in accordance with any applicable federal or Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*, herein "SOPPA"); and the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, herein "FERPA").

6. **Insurance**. During the term of this Agreement and any renewal thereof, Simplify Learning 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	**SIMPLIFY LEARNING, LLC**
By: _____	By: Sheri Coffman
Its: _____	Its: Account & PO Specialist
Date: _____	Date: 4/29/2026

Simplify Learning

500 N Estrella Pkwy Ste #B2 PMB #496
Goodyear, AZ 85338
help@simplifywriting.com

Please send purchase order to email above. Check payments should be sent to the address above and include your PO number. **An additional 3% fee will be added if paying by credit card.**

ESTIMATE

Simplify Learning®

BILL TO

Lincolnwood School District 74
6950 E Prairie Rd
Lincolnwood, IL 60712

Date: 2/18/2026
Vaild For: 45 Days

DESCRIPTION	QTY	1 Year Price $247/license 7/1/26 - 6/30/27	3 Year Price $494/license 7/1/26 - 6/30/29	6 Year Price $988/license 7/1/26 - 6/30/32
1 Teacher License for Simplify Writing® Program. Fully Transferrable.	4	$988.00	$1,976.00	$3,952.00
Early Access - Last Quarter of Current School Year ($50/license)	0	$0.00	$0.00	$0.00
	SUBTOTAL	$988.00	$1,976.00	$3,952.00
	TAX RATE	0.00%	0.00%	0.00%
	TOTAL TAX	$0.00	$0.00	$0.00
	CREDIT CARD FEE (3%)	$0.00	$0.00	$0.00
	Quote Total	**$ 988.00**	**$ 1,976.00**	**$ 3,952.00**

Classification: Electronic data products
(digital books, downloadable files, and digital courses).
No software applications will need to be installed.
No physical items provided.

Notes & Terms

Each license is transferable when the current teacher is replaced in their present position. Please contact us to transfer it.

Due to the digital delivery of resources, all sales are final.

By submitting a purchase order, you are agreeing to our terms and conditions:

https://simplifylearning.com/school-licensing-terms

DATE: May 7, 2026

TOPIC: 6-year |Middle School Literacy Program Adoption | Panorama Education Class Companion

PREPARED BY: Dominick Lupo

Recommended for:

☒ Action

☒ Discussion

☒ Information

Purpose/Background:

The Board of Education approves all curricular adoptions and contracts.

Lincoln Hall Middle School is seeking approval to adopt Class Companion as a core instructional support tool to enhance student writing, feedback cycles, and overall literacy development. This platform leverages AI to provide immediate, rubric-aligned feedback on student work, allowing students to revise and improve in real time while maintaining full teacher oversight. By embedding frequent, high-quality feedback opportunities into daily instruction, Class Companion strengthens student engagement, promotes mastery-based learning, and supports the district's commitment to rigorous, standards-aligned instruction.

Class Companion is particularly valuable for middle school language arts teachers due to its ability to dramatically increase instructional efficiency while deepening student learning. The platform provides instant feedback and scoring on writing tasks, paired with an AI tutor that guides students through revisions without giving away answers, fostering independence and critical thinking. Teachers can create or upload assignments aligned to their curriculum, apply customized rubrics, and allow multiple attempts so students can learn through revision and reflection. Additionally, the platform includes built-in accommodations such as text-to-speech, translation, and adjustable reading levels, along with academic integrity tools that detect copied or AI-generated text. Real-time data dashboards give teachers insight into student strengths, misconceptions, and engagement, enabling more targeted and responsive instruction.

A key factor in this recommendation is the strong support from Lincoln Hall's language arts teachers, who value the program's ability to enhance, rather than replace, their instructional practice. Class Companion allows teachers to maintain full control over assignments, rubrics, and grading decisions while significantly reducing time spent on routine feedback and assessment tasks. This creates more opportunities for small-group instruction, conferencing, and relationship-building with students. Teachers appreciate that the platform supports their professional autonomy and creativity while providing a powerful, standards-aligned structure to improve student writing outcomes. As a result, Class Companion represents a high-impact, sustainable solution that aligns with both teacher needs and district priorities.

Fiscal Impact:

The fiscal impact of this program will be $3,000 for the 2026-2027 school year for all access and features. This program does not offer multi-year contracts, therefore, this will need to be renewed year to year through the District purchasing update process and guidelines.

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this contract from *Panorama Education © 2026* for the adoption of grades 6-8 writing curriculum tool in the amount of $3,000 for the 2026-2027 school year.

SERVICE ORDER

Lincoln Hall Middle School (IL)
6855 N Crawford Ave
Lincolnwood / IL / 60712

Panorama Education, Inc.
24 School St, Second Floor
Boston, MA 02108
Contact:
For submitting POs or questions about billing:
finance@panoramaed.com
For general questions about Panorama:
contact@panoramaed.com

Primary Contact Name: *Peter Theodore*
Primary Contact Phone Number: *(847)675-8240*
Primary Contact Email Address: *ptheodore@sd74.org*

Invoiced on Effective Date, Net 30
Pricing Valid Through: 05/31/2026

(1) Description of Services and (2) Fees	**Effective Date: 6/15/2026** **Contract End Date: 6/14/2027**
Licenses/Services	**Fees Over Term**
Class Companion Premium: Access to Class Companion Subscription separate from Panorama platform	**$ 3,000.00**
Total Over Contract Term:	**$ 3,000.00**

(3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO")'; (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms"); and (iii) if applicable, a data privacy agreement executed between Client and Panorama, on or following the Effective Date, which by mutual execution (or execution by Client and submission to Panorama of an NDPA Exhibit E) shall hereby be incorporated by reference into this SO.

(4) Supplemental Terms and Conditions (if any)

(5) Client Accounts Payable Information

Accounts Payable Contact Name	Sylvia Hernandez
Accounts Payable Phone Number	(847)745-3884

Doc ID: 6d3021ffdc735a22a1a84cbf7a0fd6a03926d6ed

Accounts Payable Email Address	shernandez@sd74.org
Will Client Be Submitting Purchase Order?	YES [X] NO [ ]

Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

Client Signature:	Print Name, Title:	Date:
Panorama Signature: Kelly Osborne	Print Name, Title: Kelly Osborne, CA	Date: 04 / 29 / 2026

Doc ID: 6d3021ffdc735a22a1a84cbf7a0fd6a03926d6ed

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. "Intellectual Property" means domestic and foreign intellectual property rights, including: (a) inventions, patents, applications for patents and reissues, divisions, continuations, re-examinations, renewals, extensions and continuations-in-part of patents or patent applications; (b) copyrights, copyright registrations and applications for copyright registration; (c) mask works, mask work registrations and applications for mask work registrations; (d) designs and similar rights, design registrations, design registration applications, and integrated circuit topographies and similar rights; (e) trade names, business names, corporate names, domain names, website names and world wide web addresses, common law trademarks, trademark registrations, trademark applications, trade dress and logos, and the goodwill associated with any of the foregoing; and (f) trade secrets, confidential information and know-how.

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Panorama retains all right, title and interest in and to the Platform, and all Intellectual Property rights relating thereto including but not limited to all products provided under this Agreement, all deliverables, support and maintenance services, additional features or functionality including customizations requested by Client, learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), and all copies and parts of any of the foregoing, and all Intellectual Property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at https://www.panoramaed.com/privacy.

2.5 Data Security and Privacy.

(a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

(b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

(c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

(d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

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4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER

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THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 Artificial Intelligence. Certain Panorama products involve generative AI software which uses large language models and therefore is to be used for informational purposes only. Panorama disclaims any and all responsibility for inaccuracies, omissions, or errors in the AI-generated content, and in no event will Panorama be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential, or punitive damages, arising in connection with any use of the AI-generated content. Client solely responsible for its use of the AI-generated content as well as to any third party with whom it shares the AI-generated content. Client is granted a limited license to access and use the AI-generated content generated from authorized use of Panorama's services solely for non-commercial use, provided that Client and its Authorized Users keep any and all copyright or other proprietary notices intact. ***Panorama is not a medical health provider. By accessing AI-generated content, Client understands and agrees that Panorama is not providing, or intending to provide, health care, or attempting to diagnose,***

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identify, treat, prevent, or cure any physical, mental, or emotional issue, disease, or condition.

8.2 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.3 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.4 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.5 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.6 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.7 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.8 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.9 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.10 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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Title	Class Companion Service Order- Lincoln Hall Middle School...
File name	SO_Q-25144_-_V7_-...hool__IL___3_.pdf
Document ID	6d3021ffdc735a22a1a84cbf7a0fd6a03926d6ed
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

SENT	**04 / 29 / 2026** 17:21:20 UTC	Sent for signature to Contracts (contracts@panoramaed.com) from thayden@panoramaed.com IP: 73.213.112.15
VIEWED	**04 / 29 / 2026** 17:21:52 UTC	Viewed by Contracts (contracts@panoramaed.com) IP: 38.45.173.55
SIGNED	**04 / 29 / 2026** 17:22:10 UTC	Signed by Contracts (contracts@panoramaed.com) IP: 38.45.173.55
COMPLETED	**04 / 29 / 2026** 17:22:10 UTC	The document has been completed.

Executive Summary
Board of Education Meeting

DATE: May 7, 2026

TOPIC: 6-year |Middle School Literacy Program Adoption | CommonLit

PREPARED BY: Dominick Lupo

Recommended for:

☒ Action

☒ Discussion

☒ Information

Purpose/Background:

The Board of Education approves all curricular adoptions and contracts.

Lincoln Hall Middle School is seeking approval to adopt CommonLit Essentials Pro Plus as its core reading curriculum resource in order to strengthen literacy outcomes and ensure alignment with rigorous academic standards. This platform offers a comprehensive, research-based approach to reading instruction, anchored in high-quality, standards-aligned texts and paired with integrated writing tasks, formative assessments, and scaffolded supports. By providing a vertically aligned curriculum with clear pacing and unit structures, the program will ensure consistency across grade levels while supporting the District's vision of developing high-school-ready learners with cutting-edge resources. CommonLit Essentials Pro Plus is particularly well-suited for middle school literacy teachers due to its variety of instructional features. The platform includes differentiated supports such as guided reading mode, annotation tools, text-to-speech, translation options, and leveled discussion questions, enabling teachers to meet the needs of diverse learners, including English learners and students with varying reading levels. Teachers also benefit from ready-to-use lesson plans, vocabulary supports, and paired text sets that promote critical thinking and cross-text analysis. Additionally, the embedded assessments—ranging from comprehension checks to extended writing prompts—are automatically graded where applicable, providing immediate feedback and saving valuable instructional time.

This recommendation is the result of a thorough and deliberate evaluation process conducted by the District's curriculum committee over the course of two years. During this time, the committee reviewed multiple high-quality literacy programs, engaged in structured comparisons, and conducted site visits to neighboring Districts

to observe implementation in real classroom settings. The committee also collaborated closely with the District's literacy consultant to analyze program alignment, instructional impact, and long-term sustainability. Through this comprehensive process, CommonLit Essentials Pro Plus emerged as the clear choice to best meet the needs of Lincoln Hall students and teachers, and the committee confidently brings this recommendation forward for approval.

Fiscal Impact:

The fiscal impact of the 6-year adoption will be $35,100 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 *CommonLit © 2025* for the adoption of the 6-8 reading curriculum in the amount of $35,100 from the 2026-2027 school year to the 2031-2032 school year.

CommonLit Quote for Lincoln Hall Middle School for SY26-32

Attention:
Dominick Lupodlupo@sd74.org

Prepared by:
Chatham Anastasi,
chatham.anastasi@commonlit.org

Quote Details	
Quote Number	S3FJX-R9W7O-J2AGX-DFZEV
Date Issued	2026-02-19
Valid Through	**June 30, 2026**
Contract Terms	**July 1, 2026 - June 30, 2032**
Total Due	$35,100.00
Payment Terms: Net 30 from invoice date	

School Essentials PRO Plus

Product	Price	Number of Years	Number of Schools	Total
School Essentials PRO Plus	$5,850.00 ~~$6,850.00~~	6	1	$35,100.00

Section total	$35,100.00
Total	**$35,100.00**
You'll save	**$6,000.00**

School/s:
Lincoln Hall Middle School

Lincoln Hall Middle School must adhere to CommonLit's Terms of Use for the full term of partnership with CommonLit, Inc. The full term of partnership is defined as July 1, 2026 to June 30, 2032. Lincoln Hall Middle School will pay fees as specified above in order to receive products and services listed below.

Description of Services: School Essentials PRO Plus

The CommonLit School Essentials PRO Plus package enables schools to implement CommonLit 360 for grades 6-12. CommonLit 360 is a full-year secondary English Language Arts curriculum (EdReports Green rated for grades 6-8) designed to support student growth in reading, writing, speaking, and listening. Our curriculum is grounded in research-based practices and is built around the idea that students learn best when they are engaged in meaningful, relevant, and challenging work. By providing educators with rigorous content and instructional support, CommonLit 360 enables students to reach their full potential.

*CommonLit's standard per school price for the CommonLit School Essentials PRO Plus package is **$6,850 per school per year**. This cost does not include on-site professional development sessions.*

Service	Description
Professional Learning	The school or district's dedicated Account Manager will provide **strategic implementation support** and planning for professional learning as it pertains to the CommonLit 360 Curriculum. In addition, the CommonLit School Essentials PRO Plus package includes four live, virtual professional development sessions per district contract, per year. Contracts including 1-4 schools receive: • Four separate 60-minute sessions (of up to 25 virtual participants) led by 1 facilitator each school year Contracts including 5+ schools receive: • Option 1: Four separate 60-minute sessions (of up to 50 virtual participants) led by 1-2 facilitators each school year • Option 2: Eight separate 60-minute sessions (of up to 25 virtual participants) led by 1 facilitator each school year School and district teams will work with their Account Manager to choose from sessions which cover the CommonLit 360 curriculum (found here) and sessions that cover the CommonLit Text Library, Target Lessons, or Assessment Series (found here). To protect the integrity of session content, these professional development sessions cannot be customized or split up for multiple concurrent audiences or over multiple meeting times. Additional one-hour live, virtual professional development sessions can be purchased on an as needed basis. Additionally, teachers and leaders will have unlimited access to our **on-demand Professional Development Portal** (featuring over 80 self-paced training modules) and ongoing **CommonLit kickoff webinars** that teachers can sign up to attend individually. *Note: CommonLit's curriculum implementation support for CommonLit 360 does not include custom curriculum design or data analysis.*
Assessments & Data	Teachers will gain access to **CommonLit's Assessment Series** and **CommonLit 360's Unit Skills Assessments**. The Assessment Series consists of **three grade-level benchmark tests** designed to be administered online at three time points, at the beginning, the middle, and the end of the school year. The Assessment Series provides valid and reliable measures of students' reading comprehension, specifically how well students comprehend and analyze texts. The assessments are administered directly through CommonLit's online platform and provide instant data for teachers. Additionally, the CommonLit 360 curriculum includes **two Unit Skills Assessments** per unit that serve as strategically placed formative reading comprehension checks. These assessments are designed to be administered at key points in the unit, based on students' exposure to focus skills, genre alignment, and background knowledge development. School and district leaders will gain access to CommonLit's **Administrator Data Dashboard** to track student performance on all CommonLit 360 lessons, formative assessments, and benchmark assessments.
Premium Support & Integrations	The school or district's dedicated Account Manager will coordinate technical setup of accounts for the duration of the partnership.Schools and districts can choose from our premium rostering and integration solutions to set-up accounts: Clever, ClassLink, Canvas LMS. The CommonLit User Support team is available for teachers and leaders via email through help@commonlit.org or live chat during business hours. Partner schools and districts will receive **priority user support.**

Add-On Services

CommonLit knows that the needs of every school and district are different. In addition to our standard virtual professional development options, we offer additional virtual and on-site professional development at an additional cost.

On-Site Professional Development

CommonLit offers on-site professional development for schools who prefer in person sessions. Our expert facilitators will bring hands-on learning to you. These sessions, designed for teams new to CommonLit 360, will set your teachers up for success. Over the course of one or two days, we'll introduce your team to best practices for the core components of our curriculum. We'll facilitate the targeted practice and supported planning time that your team will need to jumpstart strong implementation. Ask your CommonLit representative to learn more about our On-Site Foundations Jumpstart and Advanced Day Agendas (Page 10-11).

On-Site Professional Development Pricing	Cost
One Facilitator • 6 hours of sessions, Groups of 1-35	$6,000 per day
Two or More Facilitators • 6 hours of sessions, Groups of 35+ Recommend for: • mixed middle school and high school groups • districts who would like to run Foundations Jumpstart Sessions and Advanced Sessions simultaneously *If scheduling a 2-day session, both days must be consecutive.*	$5,000 per facilitator per day

Virtual Professional Development

CommonLit offers additional a la carte 60-minute virtual professional sessions for teams that require more sessions than are provided in our standard package. Ask your CommonLit representative to learn more about our CommonLit Virtual Professional Development Offerings (Page 5-6).

Virtual Professional Development Pricing	Cost
One Professional Development Session • 60 minutes • 1 facilitator • Up to 25 virtual participants	$750 per session
Bundle of Four Professional Development Sessions • 60 minutes • 1 facilitator • Up to 25 virtual participants	$2,500 per bundle of 4 sessions ($500 discount)

Novels

Should your team teach all units in CommonLit 360, there are multiple units that feature a novel as a core text. These are not included on our website and will have to be purchased separately. Please use this document for a list of ISBN numbers for each novel for each grade.

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Mclean County Unit 5 School District ("Originating LEA") which is dated 03/29/2021 , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: security@commonlit.org.

PROVIDER: CommonLit

BY: _____ Date: 6/4/2021

Printed Name: Agnes Malatinszky Title/Position: COO

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 Mclean County Unit 5 School District and CommonLit

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

By: *Jordan Stephen* Date: 2024-10-24

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

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

This Amendment is entered into as of May 7, 2026, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and CommonLit, Inc. ("CommonLit") pursuant to Quote S3FJX-R9W7O-J2AGX-DFZEV dated February 19, 2026, and the Terms of Use (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions**. This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. CommonLit shall not materially modify or amend the Agreement (see https://www.commonlit.org/en/terms) 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 CommonLit prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. CommonLit 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. CommonLit 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 CommonLit 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, CommonLit 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 CommonLit 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 CommonLit and another Illinois public school district.

6. **Insurance**. During the term of this Agreement and any renewal thereof, CommonLit 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	**COMMONLIT, INC.**
By: _____	By: Tony Viviani
Its: _____	Its: Director of Legal and Compliance
Date: _____	Date: April 29, 2026

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

General Personnel

5:30 Hiring Process and Criteria

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

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

Job Descriptions

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

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

Investigations

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

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

The District retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in 105 ILCS 5/21B-80 or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. Department of Children and Family Services or by a child welfare agency of another jurisdiction for any applicant

for student teaching, applicant for employment, or any District employee, then the Board must consider that person's status as a condition of employment.

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

1. The District uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a particular position.
2. The District does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. The District does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. The District does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. The District does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation, unless the applicant's wage or salary history is a matter of public record, or is contained in a document completed by the applicant's current or former employer and then made available to the public by the employer, or then submitted or posted by the employer to comply with State or federal law; or the applicant is a current employee applying for a position with the same current employer.
6. The District does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. The District does not request of an applicant or employee access in any manner to his or her personal online account, such as social networking websites, including a request for passwords to such accounts.
8. The District provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment*.

Sexual Misconduct Related Employment History Review (EHR)

Prior to hiring an applicant for a position involving *direct contact with children or students*, the Superintendent shall ensure that an EHR is performed as required by State law. When the applicant is a superintendent candidate, the Board President shall ensure that the EHR is initiated before a successful superintendent candidate is offered employment by the Board.

Physical Examinations

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

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her

supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity. The Board will pay the expenses of ~~any~~ such examination.[PRESSPlus1]

Orientation Program

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

LEGAL REF.:

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

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

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

20 ILCS 2630/3.3, Criminal Identification Act.

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

820 ILCS 70/, Employee Credit Privacy Act.

820 ILCS 112/, Equal Pay Act of 2003.

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

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

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

CROSS REF.: 3:50 (Administrative Personnel Other than the Superintendent), 4:175 (Convicted Child Sex Offender; Criminal Background Check and/or Screen; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Duties and Qualifications)

ADOPTED: September 10, 2002

REVISED: January 11, 2024

REVIEWED: January 11, 2024

PRESSPlus Comments

PRESSPlus 1. Consult the board attorney if a staff member requests more than one physical examination to obtain a second opinion. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

General Personnel

5:50 Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition

All District workplaces are drug- and alcohol-free workplaces.

All employees are prohibited from engaging in any of the following activities while on District premises or while performing work for the District:

1. Unlawful manufacture, dispensing, distribution, possession, or use of an illegal or controlled substance, or being impaired by or under the influence of any illegal substance or any detectible use of any illegal substance regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on District premises or while performing work for the District when alcohol consumption is detectible, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on District premises or while performing work for the District when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, 105 ILCS 5/22-33. The District considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests specific articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position.

Upon the Superintendent or designee's reasonable suspicion of an employee's violation of any of the prohibited activities stated above, the Superintendent or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation. State law protects the District from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not limited to subjecting an employee or applicant to reasonable drug and alcohol testing, reasonable and nondiscriminatory random drug testing, discipline, termination of employment, or withdrawal of a job offer due to a failure of a drug test.

For purposes of this policy a controlled substance means a substance that is:

1. Not legally obtainable,
2. Being used in a manner different than prescribed,
3. Legally obtainable, but has not been legally obtained, or
4. Referenced in federal or State controlled substance acts.

For purposes of this policy, *District premises* means workplace as defined in the Cannabis Regulation and Tax Act (CRTA) in addition to District and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a School Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. *School grounds* means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground, designated

school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. “Vehicles used for school purposes” means school buses or other school vehicles.

As a condition of employment, each employee shall:

1. Abide by the terms of this Board policy respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring on the District premises or while performing work for the District, no later than five calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee's licensed health care provider, provided that an employee's work performance is not impaired.

To make employees aware of the dangers of drug and alcohol abuse, the Superintendent or designee shall perform each of the following:

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to District employees.
5. Establish a drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace,
    b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
    c. The penalties that the District may impose upon employees for violations of this policy.
6. Remind employees that policy 6:60, *Curriculum Content*, requires the District to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

E-Cigarette, Tobacco, and Cannabis Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of e-cigarettes, tobacco, and cannabis products applies both (1) when an employee is on school property, and (2) while an employee is performing work for the District at a school event regardless of the event’s location.

Tobacco has the meaning provided in 105 ILCS 5/10-20.5b.

Cannabis has the meaning provided in the CRTA, 410 ILCS 705/1-10.

E-Cigarette is short for electronic cigarette and shall have the meaning provided in the Prevention of Tobacco Use by ~~Minors~~Persons Under 21 Years of Age[PRESSPlus1] and Sale and Distribution of Tobacco Products Act, 720 ILCS 675/1(a-9).

District Action Upon Violation of Policy

addition or alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

Should District employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of $5,000 or more, the Superintendent shall notify the appropriate State or federal agency from which the District receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

Disclaimer

The Board reserves the right to interpret, revise or discontinue any provision of this policy pursuant to the **Suspension of Policies** subhead in policy 2:240, *Board Policy Development*.

LEGAL REF.:

20 U.S.C. §7101 *et seq.*, Safe and Drug-Free School and Communities Act of 1994.

21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15, Controlled Substances Act.

41 U.S.C. §8101 *et seq.*, Drug-Free Workplace Act of 1988.

42 U.S.C. §12114, Americans With Disabilities Act.

21 C.F.R. Parts 1100, 1140, and 1143.

30 ILCS 580/, Drug-Free Workplace Act.

105 ILCS 5/10-20.5b.

410 ILCS 82/, Smoke Free Illinois Act.

410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.

410 ILCS 705/1-1 *et seq.*, Cannabis Regulation and Tax Act.

720 ILCS 675, Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act.

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

23 Ill.Admin.Code §22.20.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: December 9, 2015

REVISED: March 3, 2022

REVIEWED: March 3, 2022

PRESSPlus 1. Updated in alignment with 720 ILCS 675/1(a-9), amended by P.A. 101-2. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Instruction

6:65 Student Social and Emotional Development

Social and ~~e~~Emotional ~~l~~Learning[PRESSPlus1] (SEL) is defined as the process through which students enhance their ability to integrate thinking, feeling, and behaving to achieve important life tasks. Students competent in SEL are able to recognize and manage their emotions, establish healthy relationships, set positive goals, meet personal and social needs, and make responsible and ethical decisions.

The Superintendent shall incorporate SEL into the District's curriculum and other educational programs consistent with the District's mission and the goals and benchmarks of the Ill. Learning Standards. The Ill. Learning Standards include three goals for students:

1. Develop self-awareness and self-management skills to achieve school and life success.
2. Use social- awareness and interpersonal skills to establish and maintain positive relationships.
3. Demonstrate decision-making skills and responsible behaviors in personal, school, and community contexts.

The incorporation of SEL objectives into the District's curriculum and other educational programs may include but is not limited to:

1. Classroom and school-wide programming to foster a safe, supportive learning environment where students feel respected and valued. This may include incorporating scientifically based, age- and- culturally appropriate classroom instruction, and District-wide, and school-wide strategies that teach SEL skills, promote optimal mental health, and prevent risk behaviors for all students.
2. Ongoing ~~S~~staff professional development and ~~training~~support to promote students' SEL development. ~~This may include providing all personnel with age-appropriate academic and SEL and how to promote it.~~
3. Parent/Guardian and family involvement to promote students' SEL development. This may include providing parents/guardians and families with learning opportunities related to the importance of their children's optimal SEL development and ways to enhance it.
4. Community partnerships to promote students' SEL development. This may include establishing partnerships with diverse community agencies and organizations to assure a coordinated approach to addressing children's mental health and SEL development.
5. Early identification and intervention to enhance students' school readiness, academic success, and use of good citizenship skills. This may include development of a system and procedures for periodic and universal screening, assessment, and early intervention for students who have significant risk factors for social, emotional, or mental health conditions that impact learning.
6. Treatment to prevent or minimize mental health conditions in students. This may include building and strengthening referral and follow-up procedures for providing effective clinical services for students with social, emotional, and mental health conditions that impact learning. This may include student and family support services, school-based behavioral health services, and school-community linked services and supports.

7. Assessment and accountability for teaching SEL skills to all students. This may include implementation of a process to assess and report baseline information and ongoing progress about school climate, students' social and emotional development, and academic performance.

LEGAL REF.:

~~Children's Mental Health Act,~~ 405 ILCS 49/, Children's Mental Health Act.

CROSS REF.: 1:30, (School District Philosophy), 2:240 (Board Policy Development), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services), 7:290 (Suicide and Depression Awareness and Prevention)

ADOPTED: March 7, 2013

REVISED: January 12, 2023

REVIEWED: January 12, 2023

PRESSPlus Comments

PRESSPlus 1. Updated throughout for continuous improvement. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Students

7:20 Harassment of Students Prohibited

No person, including a ~~School~~ District employee, agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; physical appearance; socioeconomic status; academic status; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. The District will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

Sexual Harassment Prohibited

The District shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. See Board policies 2:265, *Title IX Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidents of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, a Complaint Manager, or any employee with whom the student is comfortable speaking.

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Grievance Procedure.* The Nondiscrimination Coordinator, Title IX Coordinator, and/or Complaint Manager or designee shall process and review the report according to the appropriate grievance procedure.

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

Nondiscrimination Coordinator:

Dr. Dominick Lupo, Assistant Superintendent for Curriculum and Instruction

District Office

Title IX Coordinator:

Dr. Dominick Lupo, Assistant Superintendent for Curriculum and Instruction

District Office

6950 N. East Prairie Rd.,

Lincolnwood, IL 60712

dlupo@sd74.org

847-675-8234

6950 N. East Prairie Rd.,

Lincolnwood, IL 60712

dlupo@sd74.org

847-675-8234

Complaint Managers

Dr. Dominick Lupo, Assistant Superintendent for Curriculum and Instruction

District Office

6950 N. East Prairie Rd.,

Lincolnwood, IL 60712

dlupo@sd74.org

847-675-8234

Aliaa Ibrahim, Principal

Rutledge Hall

6950 N. East Prairie Rd.,

Lincolnwood, IL 60712

aibrahim@sd74.org

847-675-8236

The Superintendent shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in the District's student handbook(s), on the District's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

Investigation Process

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

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

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

For any report or complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall investigate under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*.

For any other alleged student harassment that does not require action under Board policies 2:265, *Title IX Grievance Procedure*, or 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited,* the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under Board policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

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

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

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

Enforcement

Any District employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the District, e.g., vendor, parent/guardian, invitee, etc. Any District student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action.

Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see Board policies 2:260, *Uniform Grievance Procedure*, 2:265, *Title IX Grievance Procedure*, and 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*).

Students should report allegations of retaliation to the Building Principal, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

LEGAL REF.:

20 U.S.C. §1681 *et seq.*, Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.

29 U.S.C. §791 *et seq*., Rehabilitation Act of 1973; 34 C.F.R. Part 104.

42 U.S.C. §2000d, Title VI of the Civil Rights Act of 1964; 34 C.F.R. Part 100.

105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, 5/22-110, 5/26A, and 5/27-1~~, and 5/27-23.7~~.PRESSPlus1

775 ILCS 5/1-101 *et seq.*, Illinois Human Rights Act.

23 Ill.Admin.Code §1.240 and Part 200.

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

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

Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities); 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:255 (Students Who are Parents, Expectant Parents, or Victims of Domestic or Sexual Violence) 7:295 (Student Personal Body Safety Program)

ADOPTED: September 10, 2002

REVISED: June 5, 2025

REVIEWED: June 5, 2025

Adopted: June 5, 2025

Comments: Complaint Manager/Nondiscrimination Coordinator contact info updated effective 6/30/22 due to change in administration - RETAIN this note for district historical reference

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PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/22-110, renumbered by P.A. 104-391. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Students

7:50 School Admissions and Student Transfers To and From Non-District Schools

Age

To be eligible for admission, a child must be five years old on or before September 1 of that school term. Children who enter first grade must be six years of age on or before September 1 of that school year. Based upon an assessment of a child's readiness to attend school, the District may permit him or her to attend school prior to these dates. A child will also be allowed to attend first grade based upon an assessment of his or her readiness if he or she attended a non-public accredited preschool, continued his or her education at that school through kindergarten, was taught in kindergarten by an appropriately licensed teacher, and will be six years old on or before December 31. A child with exceptional needs who qualifies for special education services is eligible for admission at three years of age. Early entrance to kindergarten or first grade may also be available through Board policy 6:135, *Accelerated Placement Program*.

The Superintendent or designee shall evaluate out of state transfers, if state law differs from Illinois, on a case by case basis.

Admission Procedure

All students must register for school each year on the dates and at the place designated by the Superintendent.

Parents/guardians of students enrolling in the District for the first time must present:

1. A certified copy of the student's birth certificate. If a birth certificate is not presented, the Superintendent or designee shall notify in writing the person enrolling the student that within 30 days he or she must provide a certified copy of the student's birth certificate. A student will be enrolled without a birth certificate. When a certified copy of the birth certificate is presented, the school shall promptly make a copy for its records, place the copy in the student's permanent record, and return the certified copy to the person enrolling the child. If a person enrolling a student fails to provide a certified copy of the student's birth certificate, the Building Principal shall immediately notify the local law enforcement agency and shall also notify the person enrolling the student in writing that, unless he or she complies within 10 days, the case shall be referred to the local law enforcement authority for investigation. If compliance is not obtained within that 10-day period, the Principal shall so refer the case. The Principal shall immediately report to the local law enforcement authority any material received pursuant to this paragraph that appears inaccurate or suspicious in form or content.
2. Proof of residence, as required by Board policy 7:60, *Residence*.
3. Proof of disease immunization or detection and the required physical examination, as required by State law and Board policy 7:100, *Health, Eye and Dental Examinations, Immunizations, and Exclusion of Students*. Parent(s)/guardian(s) are encouraged to have their child undergo a dental examination.

The individual enrolling a student shall be given the opportunity to voluntarily state whether the student has a parent or guardian who is a member of a branch of the U.S. Armed Forces and who is either deployed to active duty or expects to be deployed to active duty during the school year. Students who are children of active duty military personnel transferring will be allowed to enter: (a) the same grade level in which they studied at the school from which they transferred, if the transfer occurs during the District's school year, or (b) the grade level following the last grade completed.

Homeless Children

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required for enrollment. Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedures, govern the enrollment of homeless children.

Foster Care Students

The Superintendent will appoint at least one employee to act as a liaison to facilitate the enrollment and transfer of records of students in the legal custody of the Illinois Department of Children and Family Services (DCFS) when enrolling in or changing schools. The District's liaison ensures that DCFS' Office of Education and Transition Services receives all written notices and records pertaining to students in the legal custody of DCFS as required by State law.

Student Transfers to and from Non-District Schools

A student may transfer into or out of the District according to State law and procedures developed by the Superintendent or designee. The Superintendent is delegated all authority granted to the Board of Education in order to implement this policy, subject to specific Board action to the contrary. A student seeking to transfer into the District must serve the entire term of any suspension or expulsion, imposed for any reason by any public or private school, in this or any other state, before being admitted into the School District.

LEGAL REF.:

8 U.S.C. §1101 *et seq*, Illegal Immigrant and Immigrant Responsibility Act of 1996.

20 U.S.C. §1232g, Family Educational Rights and Privacy Act.

20 U.S.C. §1400 *et seq*., Individuals With Disabilities Education Improvement Act.

29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.

42 U.S.C. §11431 *et seq*., McKinney-Vento Homeless Assistance Act.

105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-20.59, 5/10-22.5a, 5/14-1.02, 5/14-1.03a, 5/22-105, 5/26-1, and 5/26-2~~, and 5/27-8.1~~.PRESSPlus1

105 ILCS 10/8.1, Ill. School Student Records Act.

105 ILCS 45/, Education for Homeless Children Act.

105 ILCS 70/, Educational Opportunity for Military Children Act.

325 ILCS 50/, Missing Children Records Act.

325 ILCS 55/, Missing Children Registration Law.

410 ILCS 315/2, Communicable Disease Prevention Act.

20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School Registration.

23 Ill.Admin.Code Part 226, Special Education.

23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 6:30 (Organization of Instruction), 6:135 (Accelerated Placement Program), 6:140 (Education of Homeless Children), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:100 (Health, Eye and Dental Examinations, Immunizations, and Exclusion of Students), 7:340 (Student Records)

ADOPTED: September 10, 2002

REVISED: January 12, 2023

REVIEWED: January 12, 2023

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/22-105, titled *Health examinations and immunizations* (formerly 105 ILCS 5/27-8.1), renumbered by P.A. 104-391. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~_____1st READING~~

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~___Adopt with Additional District Edits~~
~~(change "revised" & "reviewed" date)~~

~~___Not Adopted~~
~~(change "reviewed" date)~~

Document Status: Draft Update

Community Relations

8:90 Parent Organizations and Booster Clubs

Parent organizations and booster clubs are invaluable resources to the District's schools. While parent organizations and booster clubs have no administrative authority and cannot determine ~~District~~Board[PRESSPlus1] policy, the School Board welcomes their suggestions and assistance.

Parent organizations and booster clubs may be recognized by the Board and permitted to use the District's name, a District school's name, ~~or~~ a District school's team name, or any logo attributable to the District provided they first receive the Superintendent or designee's express written consent. Consent to use one of the above-mentioned names or logos will generally be granted if the organization or club has by-laws containing the following:

1. The organization's or club's name and purpose, such as, to enhance students' educational experiences, to help meet educational needs of students, to provide extra athletic benefits to students, to assist specific sports teams or academic clubs through financial support, or to enrich extracurricular activities.
2. The rules and procedures under which it operates.
3. An agreement to adhere to all Board policies and administrative procedures.
4. A statement that membership is open and unrestricted, meaning that membership is open to all parents/guardians of students enrolled in the school, District staff, and community members.
5. A statement that the District is not, and will not be, responsible for the organization's or club's business or the conduct of its members, including on any organization or club websites or social media accounts.
6. An agreement to maintain and protect its own finances.
7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster clubs may make recommendations, but cash or other valuable consideration must be given to the District to use at its discretion. The School Board's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supercede an organization or club's recommendation.
8. Parent Organizations and Booster Clubs must hold public annual elections without prerequisite logins, passwords, etc.
9. District 74 employees may not hold a position relating to financial responsibility within a Parent Organization and Booster Club.

Permission to use one of the above-mentioned names or logos may be rescinded at any time and does not constitute permission to act as the District's representative.

The Superintendent shall designate an administrative staff member to serve as the recognized liaison to parent organizations or booster clubs. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff will communicate respectfully and collaboratively with the parent organization's or booster club's liaison.

ADOPTED: September 10, 2002

REVISED: August 5, 2021

REVIEWED: August 5, 2021

PRESSPlus Comments

PRESSPlus 1. Updated throughout in response to a PRESS five-year review. PRESS Editors have a quality assurance goal to ensure that a review of each piece of the 1500+ page IASB PRESS Policy Reference Manual occurs once every five years. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Board of Education

2:200 Types of Board of Education Meetings

General

For all meetings of the Board of Education and its committees, the Superintendent or designee shall satisfy all notice and posting requirements contained herein, as well as the Open Meetings Act. This shall include mailing meeting notifications to news media that have officially requested them, and to others as approved by the Board of Education. Unless otherwise specified, all meetings are held in the Village of Lincolnwood Council Chambers or District office. Board policy 2:220 *Board of Education Meeting Procedure*, governs meeting quorum requirements.

The Superintendent is designated on behalf of the Board and each Board committee to receive the training on compliance with the Open Meetings Act that is required by Section 1.05(a) of that Act. The Superintendent may identify other employees to receive the training. In addition, each Board member must complete a course of training on the Open Meetings Act as required by Section 1.05(b) or (c) of that Act.

Electronic Attendance

Board members may attend meetings of the Board of Education and its Committees by means of a telephonic conference and speaker telephone if the member is prevented from physically attending because of: (1) personal illness or disability; (2) employment purposes; (3) business of the public body; (4) a family emergency, or (5) another emergency.

If a Board Member wishes to attend a meeting telephonically, the member must notify the Board's secretary before the meeting, unless advance notice is not practical. For purposes of this rule, the administrative assistant to the Superintendent shall be considered, and is hereby designated, as the agent of the Board's secretary. Notice given to the administrative assistant to the Superintendent shall be sufficient.

A quorum of members must be physically present at the location of an open or closed meeting of the Board of Education. Minutes of all meetings shall reflect if a member was physically present or present by means of telephonic conference.

Upon receipt of notice of intent to participate telephonically, the Board secretary or his/her designees shall make appropriate arrangements for the Board Member to participate telephonically, such as by arranging a speaker-phone for the meeting room and obtaining contact information. The equipment shall provide output sufficient for persons attending the meeting and members of the audience, to hear the member speak and to also allow the member to hear other Board Members and any person who addresses the Board. The telephonic equipment shall be activated at the beginning of a meeting, or at the time requested by the member, so that the member can participate.

If the member who is attending telephonically would normally chair the meeting, a president pro tempore who is physically present may be appointed.

When a member attends a meeting telephonically, all votes shall be by roll call vote. A telephonically-

attending member must identify him/her self by name and be recognized by the President before speaking.

This policy shall apply in like manner to any subsidiary committee, sub-committee or other agency of this body which is a "public body" under the Illinois Open Meetings Act. This policy shall constitute this public body's "rules" regarding electronic attendance as permitted by 5 ILCS 1.7(c).

Regular Meetings

The Board of Education establishes the time and place for its regular meetings at the beginning of each fiscal year. The Superintendent shall prepare and make available the calendar of regular Board of Education meetings in accordance with The School Code. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.

A meeting agenda shall be posted at the District administrative office and the Village of Lincolnwood Council Chambers or other location where the meeting is to be held, at least 48 hours before the meeting. Items not specifically on the agenda may still be considered during the meeting.

Closed Meetings

The Board of Education and Board of Education committees may meet in a closed meeting to consider the following subjects:

1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1).
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
3. The selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
4. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in this Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).
5. Evidence or testimony presented to the Board regarding denial of admission to school events or property pursuant to 105 ILCS 5/24-24, provided that the Board prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4.5).
6. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
7. The setting of a price for sale or lease of property owned by the public body. 5 ILCS 120/2(c)(6).

8. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
9. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
10. Student disciplinary cases. 5 ILCS 120/2(c)(9).
11. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
12. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
13. The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. 5 ILCS 120/2(c)(12).
14. Self-evaluation, practices and procedures, or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. 5 ILCS 120/2(c)(16).
15. Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
16. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

The Board may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Board of Education member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes.

A single motion calling for a series of closed meetings may be adopted by a Board of Education quorum when such meetings will involve the same particular matters and are scheduled to be held within 3 months of the vote.

No final Board of Education action will be taken at a closed meeting.

Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is required when the original meeting is open to the public and (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

Special Meetings

Special meetings may be called by the President or by any 3 members of the Board of Education by

giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.

Public notice of a special meeting is given by posting a notice at the District's administration office[Q1] at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice.

All matters discussed by the Board at any special meeting must be related to a subject on the meeting agenda.

Emergency Meetings

Public notice of emergency meetings shall be given as soon as practicable, but in any event, before the meeting to news media that have filed a written request for notice.

Posting on the District's Website

In addition to the other notices specified in this policy, the Superintendent or designee shall post the following on the District website: (1) the annual schedule of regular meetings, which shall remain posted until the Board approves a new schedule of regular meetings; (2) a public notice of all Board meetings; and (3) the agenda for each meeting which shall remain posted until the meeting is concluded.

LEGAL REF.:

5 ILCS 120/, Open Meetings Act.

5 ILCS 140/, Freedom of Information Act.

105 ILCS 5/10-6 and 5/10-16.

CROSS REF.: 2:110 (Qualifications Term, and Duties of Board Officers), 2:120 (Board Member Development), 2:210 (Organizational Board of Education Meetings), 2:220 (Board of Education Meeting Procedure), 2:230 (Public Participation at Board of Education Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: September 10, 2002

REVISED: December 7, 2023

REVIEWED: December 7, 2023

Questions and Answers:

***Required Question 1. Some attorneys find the Open Meetings Act's (OMA's) posting requirements for special meetings to be unclear and recommend that a board post notices and agendas of such meetings at the district's main office *and* at the location where the meeting is to be held. Consult the board attorney for guidance on this issue and ensure that posting practices align with this policy and administrative procedure 2:200-AP, *Types of School Board Meetings*. Posting at the meeting location promotes greater transparency.

Does the Board post notices and agendas for special meetings at the location where the meeting is to be held, in addition to posting at the district's main office? If yes, note that this policy may require posting in the same manner for reconvened and rescheduled meetings, in alignment with OMA.

- ○ No (Default)
- X Yes (IASB will revise this sentence after "the District's administration office" to add "and the location where the meeting is to be held")

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1. ACTION TO BE TAKEN:

_____CONSENT

~~_____1st READING~~

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~___Adopt with Additional District Edits~~
~~(change "revised" & "reviewed" date)~~

~~___Not Adopted~~
~~(change "reviewed" date)~~

Document Status: Draft Update

Board of Education

2:260 Uniform Grievance Procedure

Students, parents/guardians, employees, or community members should notify any District Complaint Manager if they believe that the Board of Education, its employees, or its agents have violated their rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy, or has a complaint regarding any one of the following:

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq*.
2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq*., excluding Title IX complaints governed by Board policy 2:265, *Title IX Grievance Procedure*
3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 *et seq*.
4. Discrimination and/or harassment on the basis of race, color, or national origin prohibited by the Illinois Human Rights Act, 775 ILCS 5/; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d *et seq*.; and/or Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq*. (see Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*)
5. Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq*. (see also number 4, above, for discrimination and/or harassment on the basis of race, color, or national origin)
6. Sexual harassment prohibited by the State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq*. (Title IX sexual harassment complaints are addressed under Board policy 2:265, *Title IX Grievance Procedure*)
7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
8. Bullying, 105 ILCS 5/27-23.7
9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
10. Curriculum, instructional materials, and/or programs
11. Victims' Economic Security and Safety Act, 820 ILCS 180/
12. Illinois Equal Pay Act of 2003, 820 ILCS 112/
13. Provision of services to homeless students
14. Illinois Whistleblower Act, 740 ILCS 174/
15. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff *et seq*.
16. Employee Credit Privacy Act, 820 ILCS 70/.

The Complaint Manager will first attempt to resolve complaints without resorting to this grievance procedure. If a formal complaint is filed under this policy, the Complaint Manager will address the complaint promptly and equitably. A student and/or parent/guardian filing a complaint under this policy may forego any informal suggestions and/or attempts to resolve it and may proceed directly to this

grievance procedure. The Complaint Manager will not require a student or parent/guardian complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parent(s)/guardian(s)); this includes mediation.

Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable resolution of a complaint filed under this policy shall not be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the District will continue with a simultaneous investigation under this policy.

Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which the District's main office is open.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any District Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same sex. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with the parent(s)/guardian(s) of a student. The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager or designee shall process and review the complaint under Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

For any complaint alleging sex discrimination that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq*.), the Title IX Coordinator or designee shall process and review the complaint under Board policy 2:265, *Title IX Grievance Procedure*.

For any complaint alleging harassment on the basis of race, color, or national origin, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint under Board policy 2:270, *Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited*, in addition to any response required by this policy.

For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall process and review the complaint according to that policy, in addition to any response required by this policy, and shall consider whether an investigation under Board policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, should be initiated.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement,

(2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years or age or older.

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Superintendent. The Complaint Manager may request an extension of time from the Superintendent.

The Superintendent will keep the Board informed of all complaints.

If a complaint contains allegations involving the Superintendent or Board member(s), the written report shall be filed directly with the Board, which will make a decision in accordance with paragraph four of the following section of this policy.

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Superintendent shall provide his or her written decision to the Complainant and the accused as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.

Within 10 school business days after receiving the Superintendent's decision, the Complainant or the accused may appeal the decision to the Board by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Board.

Within 30 school business days after an appeal of the Superintendent's decision, the Board shall affirm, reverse, or amend the Superintendent's decision or direct the Superintendent to gather additional information. Within five school business days after the Board's decision, the Superintendent shall inform the Complainant and the accused of the Board's action.

For complaints containing allegations involving the Superintendent or Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Board shall provide its written decision to the Complainant and the accused, as well as to the Complaint Manager.

This policy shall not be construed to create an independent right to a hearing before the Superintendent or Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

Appointing a Nondiscrimination Coordinator, Title IX Coordinator, and Complaint Managers

The Superintendent shall appoint a Nondiscrimination Coordinator to manage the District's efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others.

The Superintendent shall appoint a Title IX Coordinator to coordinate the District's efforts to comply with Title IX.

The Superintendent shall appoint at least one Complaint Manager to administer this policy. If possible, the Superintendent will appoint two Complaint Managers, each of a different gender. The District's

Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

The Superintendent shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator, Title IX Coordinator, and the Complaint Managers.

Nondiscrimination Coordinator:

Dr. Dominick Lupo, Assistant Superintendent for Curriculum and Instruction

District Office

6950 N. East Prairie Rd.,

Lincolnwood, IL 60712

dlupo@sd74.org

847-675-8234

Title IX Coordinator:

Dr. Dominick Lupo, Assistant Superintendent for Curriculum and Instruction

6950 N. East Prairie Rd.,

Lincolnwood, IL 60712

dlupo@sd74.org

847-675-8234

Complaint Managers

Dr. Dominick Lupo, Assistant Superintendent for Curriculum and Instruction

District Office

6950 N. East Prairie Rd.,

Lincolnwood, IL 60712

dlupo@sd74.org

847-675-8234

Aliaa Ibrahim, Principal

Rutledge Hall

6950 N. East Prairie Rd.,

Lincolnwood, IL 60712

aibrahim@sd74.org

847-675-8236

LEGAL REF.:

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

20 U.S.C. §1232g, Family Education Rights Privacy Act.

20 U.S.C. §1400, The Individuals with Disabilities Education Act.

20 U.S.C. §1681 *et seq.*, Title IX of the Education Amendments; 34 C.F.R. Part 106.

29 U.S.C. §206(d), Equal Pay Act.

29 U.S.C. §621 *et seq.*, Age Discrimination in Employment Act.

29 U.S.C. §791 *et seq*., Rehabilitation Act of 1973.

29 U.S.C. §2612, Family and Medical Leave Act.

42 U.S.C. §2000d *et seq*., Title VI of the Civil Rights Act of 1964.

42 U.S.C. §2000e *et seq*., Title VII of the Civil Rights Act of 1964.

42 U.S.C. §2000ff *et seq*., Genetic Information Nondiscrimination Act.

42 U.S.C. §11431 *et seq*., McKinney-Vento Homeless Assistance Act.

42 U.S.C. §12101 *et seq*., Americans with Disabilities Act; 28 C.F.R. Part 35.

105 ILCS 5/2-3.8, 5/3-10, 5/10-20, 5/10-20.5, 5/10-20.7a, 5/10-20.60, 5/10-20.69, 5/10-20.75, 5/10-22.5, 5/22-19, 5/22-95 ~~(final citation pending)~~, 5/22-110, 5/24-4, and 5/27-1~~, 5/27-23.7, and 45/1-15~~.PRESSPlus1

105 ILCS 45/, Education for Homeless Children Act.

5 ILCS 415/10(a)(2), Government Severance Pay Act.

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

410 ILCS 513/, Ill. Genetic Information Privacy Act.

740 ILCS 174/, Whistleblower Act.

740 ILCS 175/, Ill. False Claims Act.

775 ILCS 5/, Ill. Human Rights Act.

820 ILCS 70/, Employee Credit Privacy Act.

820 ILCS 112/, Equal Pay Act of 2003.

820 ILCS 180/, Victims' Economic Security and Safety Act; 56 Ill. Admin. Code Part 280.

23 Ill. Admin. Code §§1.240, 200.40, 226.50, and 226.570.

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Grievance Procedure), 2:270 (Discrimination and Harassment on the Basis of Race, Color, and National Origin Prohibited), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 6:120 (Education of Children with Disabilities), 6:140 (Education of Homeless Children), 6:170 (Title I Programs), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

ADOPTED: October 3, 2006

REVISED: June 5, 2025

REVIEWED: June 5, 2025

Adopted: June 5, 2025

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/22-110, renumbered by P.A. 104-391, and for continuous improvement. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~_____1st READING~~

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~___Adopt with Additional District Edits~~
~~(change "revised" & "reviewed" date)~~

~~___Not Adopted~~
~~(change "reviewed" date)~~

Document Status: Draft Update

Instruction

6:100 Using Animals in the Educational Program

Animals may be brought into school facilities for educational purposes according to procedures developed by the Superintendent assuring: (a) the animal is appropriately housed, humanely cared for, and properly handled, and (b) students will not be exposed to a dangerous animal or an unhealthy environment.

Animal Experiments

Experiments on living animals are prohibited; however, behavior studies that do not impair an animal's health or safety are permissible.

Animal Dissection

The dissection of dead animals or parts of dead animals shall be allowed in the classroom only when the dissection exercise contributes to or is a part of an illustration of pertinent study materials. All dissection of animals shall be confined to the classroom and must comply with the School Code.

Students who object to performing, participating in, or observing the dissections of animals are excused from classroom attendance without penalty during times when such activities are taking place. No student will be penalized or disciplined for refusing to perform, participate in, or observe a dissection. The Superintendent or designee shall inform students of: (1) their right to refrain from performing, participating in, or observing dissection, and (2) which courses contain a dissection unit and which of those courses offers an alternative project.

LEGAL REF.:

105 ILCS 5/2-3.122 and~~,~~ 5/27-265~~14, and 112/~~.[PRESSPlus1]

105 ILCS 5/112, Dissection Alternatives Act.

CROSS REF.: 6:40 (Curriculum Development)

ADOPTED: July 18, 2006

REVISED: September 1, 2016

REVIEWED: August 5, 2021

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/27-265, renumbered by P.A. 104-391, and for continuous improvement. **Issue 121, March 2026**

1. **ACTION TO BE TAKEN:**

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. **POLICY COMMITTEE TO DETERMINE:**

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Instruction

6:145 Migrant Students

The Superintendent will develop and implement a program to address the needs of migrant children in the District in accordance with federal law.

This program will:

1. Identify migrant students and assess their educational and related health and social needs.
2. Provide a full range of services to migrant students through appropriate local, State and federal educational programs, including applicable Title I programs, special education, gifted education, vocational education, language programs, counseling programs, and elective classes.
3. Provide migrant ~~children~~students[PRESSPlus1] with full and appropriate opportunities to meet the same challenging State academic standards that all children are expected to meet.
4. Provide, to the extent feasible:
    a. Advocacy and outreach programs to migrant children and their families, including helping such children and families gain access to other education, health, nutrition, and social services,
    b. Professional development programs, including mentoring, for District staff,
    c. Family literacy programs, and
    d. The integration of information technology into educational and related programs.
    e. P~~rovide p~~rograms, activities, and procedures for the engagement of parents/guardians and family members of migrant students in an understandable format and language.

Migrant Education Program for Parent/Guardian and Family Member Engagement

Parents/guardians and family members of migrant students will be involved in and regularly consulted about the development, implementation, operation, and evaluation of the migrant program.

Parents/guardians and family members of migrant students will receive instruction regarding their role in improving the academic achievement of their children.

LEGAL REF.:

20 U.S.C. §6318.

20 U.S.C. §6391 *et seq.*, Education of Migratory Children.

34 C.F.R. §200.81 *et seq.*

CROSS REF.: 6:170 (Title I Programs)

ADOPTED: October 4, 2012

REVISED: September 2, 2021

REVIEWED: September 2, 2021

PRESSPlus Comments

PRESSPlus 1. Updated throughout in response to a PRESS five-year review. PRESS Editors have a quality assurance goal to ensure that a review of each piece of the 1500+ page IASB PRESS Policy Reference Manual occurs once every five years. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Instruction

6:170 Title I Programs

The Superintendent or designee shall pursue funding under Title I, Improving the Academic Achievement of the Disadvantaged, of the Elementary and Secondary Education Act, to supplement instructional services and activities in order to improve the educational opportunities of educationally disadvantaged or deprived children.

All District schools, regardless of whether they receive Title I funds, shall provide services that, taken as a whole, are substantially comparable. Teachers, administrators, and other staff shall be assigned to schools in a manner that ensures equivalency among the District's schools. Curriculum materials and instructional supplies shall be provided in a manner that ensures equivalency among the District's schools.

Title I Parent and Family Engagement

The District maintains programs, activities, and procedures for the engagement of parents/guardians and families of students receiving services, or enrolled in programs, under Title I. These programs, activities, and procedures are described in District-level and School-level ~~compacts~~plans.[PRESSPlus1]

District-Level Parent and Family Engagement Plan~~Compact~~

The Superintendent or designee shall develop a District-Level Parent and Family Engagement Plan~~Compact~~ (District Plan) according to Title I requirements. This~~e~~ District Plan ~~Level Parent and Family Engagement Compact~~ shall contain: (1) the District's expectations for parent and family engagement, (2) specific strategies for effective parent and family engagement activities to improve student academic achievement and school performance, and (3) other provisions as required by federal law. The Superintendent or designee shall ensure that the District Plan~~Compact~~ is distributed to parents/guardians of students receiving services, or enrolled in programs, under Title I.

School-Level Parent and Family Engagement Plan~~Compact~~

Each Building Principal or designee shall develop a School-Level Parent and Family Engagement Plan~~Compact~~ (School Plan) according to Title I requirements. This School Plan ~~Level Parent and Family Engagement Compact~~ shall contain: (1) a process for continually involving parents/guardians in its development and implementation, (2) how parents/guardians, the entire school staff, and students share the responsibility for improved student academic achievement, (3) the means by which the school and parents/guardians build and develop a partnership to help children achieve the State's high standards, and (4) other provisions as required by federal law. Each Building Principal or designee shall ensure that the School Plan~~Compact~~ is distributed to parents/guardians of students receiving services, or enrolled in programs, under Title I.

Incorporated by Reference: 6:170-AP1, E1 (District-Level Parent and Family Engagement Plan~~Compact~~) and

6:170-AP1, E2 (School-Level Parent and Family Engagement Plan~~Compact~~)

LEGAL REF.:

~~Title I of the Elementary and Secondary Education Act,~~ 20 U.S.C. §§6301-6514, Title I of the Elementary and Secondary Education Act.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:110 (Transportation), 5:190 (Certification), 5:280 (Duties and Qualifications), 6:15 (School Accountability), 6:140 (Education of Homeless Children), 6:145 (Migrant Students), 6:160 (English Learners), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment), 7:60 (Residence), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 8:95 (Parental Involvement)

ADOPTED: September 5, 2013

REVISED: February 2, 2017

REVIEWED: August 5, 2021

PRESSPlus Comments

PRESSPlus 1. To comply with the Elementary and Secondary Education Act (ESEA), a board must incorporate by reference the district's exhibits 6:170-AP1, E1, *District-Level Parent and Family Engagement Plan*, and 6:170-AP1, E2, *School-Level Parent and Family Engagement Plan*. These exhibits, which
have both been renamed to more closely align with federal statutes and guidance and terminology used by ISBE, contain all legally required components and are compatible with sample templates contained in the U.S. Dept. of Education's non-regulatory guidance titled Parent and Family Engagement (2025), at: www.ed.gov/media/document/parent-and-family-engagement-guidance-2025-109202.pdf.

Districts receiving a Title I, Part A allocation that are required to submit proof of parent and family engagement (PFE) compliance to the Ill. State Board of Education (ISBE) as part of their FY 2027 Consolidated District Plan (CDP) will need to submit this adopted policy and both exhibits 6:170-AP1, E1 and 6:170-AP1, E2. **Please note that the plans must be customized to reflect the district's actual Title I parent and family engagement activities.** At the end of March, ISBE will offer a recorded webinar on CDPs that will include additional information on Title I requirements. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Instruction

6:180 Extended Instructional Programs

The District may offer the following programs in accordance with State law and the District's educational philosophy:

1. Nursery schools for children between the ages of 2 and 6 years.
2. Before- and after-school programs for students in grades K-5.
3. Child Care and Training Center for pre-school children and for students whose parents work.
4. Model day care services program in cooperation with the State Board of Education.
5. Tutorial program.
6. Adult education program.
7. Outdoor education program.
8. Summer school, whether for credit or not.
9. Independent study, whether for credit or not.
10. Support services and instruction for students who are, or whose parents/guardians are, chemically dependent.
11. Anti-bias education and activities to address intergroup conflict resolution.

All programs listed in this policy are optional. The District may charge a fee for programs numbered 1 – 4, 6, 8, 9.

LEGAL REF.:

105 ILCS 5/10-22.18a, 5/10-22.18b, 5/10-22.18c, 5/10-22.20, 5/10-22.20a, 5/10-22.20b, 5/10-22.20c, 5/10-22.29, 5/10-22.33A, 5/10-22.33B, 5/10-23.2, 5/27-255, 5/27-905~~22.1~~, 5/27-1035~~22.3~~, and 5/27-1050~~23.6~~.PRESSPlus1

~~105 ILCS 110/3, Comprehensive Health Education Program.~~

105 ILCS 433/, Vocational Academies Act.

ADOPTED: September 10, 2002

REVISED: April 7, 2022

REVIEWED: April 7, 2022

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/27-255, added by P.A. 104-391, replacing, in part, 105 ILCS 110/3, and in response to P.A. 104-391, renumbering and reorganizing various provisions throughout 105 ILCS 5/27. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Students

7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

A student's parents/guardians shall present proof that the student was examined by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant and received the immunizations against, and screenings for, preventable communicable diseases, as required by the Department of Public Health (IDPH) rules:

1. Within one year before entering kindergarten or the first grade;
2. Upon entering the sixth and ninth grades; and
3. Whenever a student first enrolls in a District school, regardless of the student's grade.

Proof of immunization against meningococcal disease is required for students in grade 6.

A student enrolling in the School District from a school outside the United States shall also present proof that he/she is tuberculosis free prior to enrollment. In addition, whenever any enrolled student tests positive for tuberculosis, any other student living in the home must undergo testing and present proof that he/she is tuberculosis free in order to continue attendance.

1. As required by State law: The required health examinations must be performed by a physician licensed to practice medicine in all of its branches, an advanced practice registered nurse, or a physician assistant who has been delegated the performance of health examinations by a supervising physician.
2. A diabetes screening is a required part of each health examination; diabetes testing is not required.
3. An age-appropriate developmental screening and an age-appropriate social and emotional screening are required parts of each health examination. A student will not be excluded from school due to his or her parent/guardian's failure to obtain a developmental screening or a social and emotional screening.
4. Before admission and in conjunction with required physical examinations, parents/guardians of children between the ages of one and seven years must provide a statement from a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant that their child was risk-assessed or screened for lead poisoning.
5. The IDPH will provide all students entering sixth grade and their parents/guardians information about the link between human papillomavirus (HPV) and HPV-related cancers and the availability of the HPV vaccine.
6. The District will provide informational materials regarding influenza and influenza vaccinations developed, provided, or approved by the IDPH when it provides information on immunizations, infectious diseases, medications, or other school health issues to students' parents/guardians.

Unless an exemption or extension applies, the failure to comply with the above requirements by

October 15 of the current school year will result in the student's exclusion from school until the required health forms are presented to the District. New students who register after October 15 of the current school year shall have 30 days following registration to comply with the health examination and immunization regulations. If a medical reason prevents a student from receiving a required immunization by October 15, the student must present, by October 15, an immunization schedule and a statement of the medical reasons causing the delay. The schedule and statement of medical reasons must be signed by the physician, physician's assistant, registered nurse or nurse practitioner, or local health department responsible for administering the immunizations.

A student transferring from out-of-state who does not have the required proof of immunizations by October 15 may attend classes only if he or she has proof that an appointment for the required vaccinations is scheduled with a party authorized to submit proof of the required vaccinations. If the required proof of vaccination is not submitted within 30 days after the student is permitted to attend classes, the student may no longer attend classes until proof of the vaccinations is properly submitted.

Eye Examination

Parents/guardians are encouraged to have their children undergo an eye examination whenever health examinations are required.

Parents/guardians of students entering kindergarten or an Illinois school for the first time shall present proof before October 15 of the current school year that the student received an eye examination within one year prior to entry of kindergarten or the school. A physician licensed to practice medicine in all of its branches, or a licensed optometrist, must perform the required eye examination.

If a student fails to present proof by October 15, the school will request that the student presents proof: (1) of a completed eye examination, or (2) that an eye examination will take place within 60 days after October 15. The Superintendent or designee shall ensure that parents/guardians are notified of this eye examination requirement in compliance with the rules of the IDPH. Schools shall not exclude a student from attending school due to failure to obtain an eye examination.

Dental Examination

All children in kindergarten and the second and sixth grades must present proof of having been examined by a licensed dentist before May 15 of the current school year in accordance with rules adopted by the IDPH.

If a child in the second or sixth grade fails to present proof by May 15, the school will request that the child presents proof: (1) of a completed dental examination, or (2) that a dental examination will take place within 60 days after May 15. The Superintendent or designee shall ensure that parents/guardians are notified of this dental examination requirement at least 60 days before May 15 of each school year.

Exemptions

In accordance with rules adopted by the IDPH, a student will be exempted from this policy's requirements for:

1. Religious grounds, if the student's parents/guardians present the IDPH's Certificate of Religious Exemption form to the Superintendent or designee. When a Certificate of Religious Exemption form is presented, the Superintendent or designee shall immediately inform the parents/guardians of exclusion procedures pursuant to Board policy 7:280, *Communicable and Chronic Infectious Disease,* and State rules if there is an outbreak of one or more diseases from which the student is not protected.

2. Health examination or immunization requirements on medical grounds, if the examining physician, advanced practice registered nurse, or physician assistant provides written verification.
3. Eye examination requirement, if the student's parents/guardians show an undue burden or lack of access to a physician licensed to practice medicine in all of its branches who provides eye examinations or a licensed optometrist.
4. Dental examination requirement, if the student's parents/guardians show an undue burden or a lack of access to a dentist.

Homeless Child

Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce immunization and health records normally required for enrollment. Board policy 6:140, *Education of Homeless Children*, governs the enrollment. The Board of Education is empowered, at its discretion, to require, at its own expense, that a homeless child submit to an examination by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant and receive the immunizations against and screening for, preventable, communicable diseases, as otherwise required by the Department of Public Health.

LEGAL REF.:

42 U.S.C. §11431 *et seq*., McKinney-Vento Homeless Assistance Act.

105 ILCS 5/~~27-8.1~~22-105 ~~and~~ PRESSPlus1

105 ILCS 45/1-20, Education for Homeless Children Act.

410 ILCS 45/7.1, Lead Poisoning Prevention Act.

410 ILCS 315/2e, Communicable Disease Prevention Act.

23 Ill.Admin.Code §1.530.

77 Ill. Admin.Code Part 664, Socio-Emotional and Developmental Screening.

77 Ill.Admin.Code Part 665, Child and Student Health Examination and Immunization.

77 Ill.Admin.Code Part 690, Control of Notifiable Diseases and Conditions Code.

CROSS REF.: 6:140 (Education of Homeless Children), 6:180 (Extended Instructional Programs), 7:280 (Communicable and Chronic Infectious Disease)

ADOPTED: September 10, 2002

REVISED: December 5, 2024

REVIEWED: December 5, 2024

Adopted: December 5, 2024

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/22-105, titled *Health examinations and immunizations* (formerly 105 ILCS 5/27-8.1), renumbered by P.A. 104-391. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Students

7:185 Teen Dating Violence Prohibited

Engaging in teen dating violence that takes place at school, on school property, at school-sponsored activities, or in vehicles used for school-provided transportation is prohibited. For purposes of this policy, ~~the term~~ *teen dating violence* occurs whenever a student uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the dating relationship.

The Superintendent or designee shall develop and maintain a program to respond to incidents of teen dating violence that:

1. Fully implements and enforces each of the following Board policies:
   a. 2:260, *Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the Board of Education, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
   b. 2:265, *Title IX Grievance Procedure*. This policy prohibits a District employee, agent, or student from engaging in sexual harassment in violation of Title IX of the Education Amendments of 1972. Prohibited conduct includes but is not limited to sexual assault, dating violence, domestic violence, and stalking.
   c. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person, including a District employee, agent, or student, from harassing intimidating, or bullying a student based on the student's actual or perceived characteristics of sex; sexual orientation; gender identity; and gender-related identity or expression (this policy includes more protected statuses).
   d. 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.
   e. 7:295, *Student Personal Body Safety Program*.
2. Encourages anyone with information about incidents of teen dating violence to report them to any of the following individuals:
   a. Any school staff member. School staff shall respond to incidents of teen dating violence by following the District's established procedures for the prevention, identification, investigation, and response to bullying and school violence.
   b. The Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager identified in policy 7:20, *Harassment of Students Prohibited*.
3. Incorporates age-appropriate instruction in grades 7 through 8, in accordance with the District's comprehensive health education program in Board policy 6:60, *Curriculum Content*. This

includes incorporating student social and emotional development into the District's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.

4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Building Principal, Assistant Building Principal, Dean of Students, or a Complaint Manager.
5. Notifies students and parents/guardians of this policy.

Incorporated
by Reference: 7:180-AP1, (Prevention, Identification, Investigation, and Response to Bullying)

LEGAL REF.:

105 ILCS 5/27-240~~110/3.10~~. PRESSPlus1

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

ADOPTED: February 6, 2014

REVIEWED: June 5, 2025

REVISED: June 5, 2025

Adopted: June 5, 2025

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/27-240, renumbered by P.A. 104-391. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Students

7:240 Code of Conduct for Participants in Extracurricular Activities

The Superintendent or designee, using input from coaches and instructors of extracurricular activities, shall develop a conduct code for all participants in extracurricular activities consistent with Board policy and the rules adopted by any association in which the School District maintains a membership. The conduct code shall: (1) require participants in extracurricular activities to conduct themselves as good citizens and exemplars of their school at all times, including after school, on days when school is not in session, and whether on or off school property; (2) emphasize that hazing and bullying activities are strictly prohibited; and (3) notify participants that failure to abide by it could result in removal from the activity. The conduct code should notify participants that failure to abide by it could result in discipline, up to and including removal from the activity. Participants who violate the conduct code will be allowed to give an explanation before being progressively disciplined. The conduct code shall be reviewed by the Building Principal periodically at his or her discretion and presented to the Board of Education.

Participants in extracurricular activities must abide by the code of conduct for the activity and Board policy 7:190, *Student Behavior*. All coaches and sponsors of extracurricular activities shall annually review the conduct code with participants and provide participants with a copy. In addition, coaches and instructors of interscholastic athletic programs shall provide instruction on steroid abuse prevention to students in grades 7 through 8 participating in these programs.

LEGAL REF.:

Mahanoy Area Sch. Dist. v. B.L., ~~141 S.Ct. 2038~~594 U.S. 180 (2021).PRESSPlus1

Bd. of Educ. of Independent Sch. Dist. No. 92 v. Earls, 536 U.S. 822 (2002).

Vernonia Sch. Dist. 475 v. Acton, 515 U.S. 646 (1995).

Clements v. Bd. of Educ. of Decatur, 133 Ill.App.3d 531 (4th Dist. 1985).

Kevin Jordan v. O'Fallon THSD 203, 302 Ill.App.3d 1070 (5th Dist. 1999).

Todd v. Rush County Schs., 133 F.3d 984 (7th Cir. 1998).

105 ILCS 5/24-24~~,~~ and 5/27-255(d)~~23.3, and 25/2~~.

CROSS REF.: 5:280 (Teacher Aides, Coaches, and Bus Drivers), 6:190 (Extracurricular and Co-Curricular Activities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:300 (Extracurricular Athletics)

ADOPTED: September 10, 2002

REVISED: March 3, 2022

REVIEWED: March 3, 2022

PRESSPlus Comments

7:240

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/27-255(d), renumbered by P.A. 104-391, and for continuous improvement. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Students

7:260 Exemption from Physical Education

In order to be excused from participation in physical education, a student must present an appropriate excuse from his or her parent/guardian or from a person licensed under the Medical Practice Act. The excuse may be based on medical or religious prohibitions. An excuse because of medical reasons must include a signed statement from a person licensed under the Medical Practice Act that corroborates the medical reason for the request. An excuse based on religious reasons must include a signed statement from a member of the clergy that corroborates the religious reason for the request. Upon written notice from a student's parent/guardian, a student will be excused from engaging in the physical activity components of physical education during a period of religious fasting.

Special activities in physical education will be provided for students whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act, prevents their participation in the physical education courses.

State law prohibits a school board from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of the School District.

A student who is eligible for special education may be excused from physical education courses in either of the following situations:

1. He or she (a) is in grades 3-8, (b) his or her IEP requires that special education support and services be provided during physical education time, and (c) the parent/guardian agrees or the IEP team makes the determination; or
2. He or she (a) has an IEP, (b) is participating in an adaptive athletic program outside of the school setting, and (c) the parent/guardian documents the student's participation as required by the Superintendent or designee.

A student requiring adapted physical education must receive that service in accordance with his or her Individualized Educational Program/Plan (IEP).

The Superintendent or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate.

Students who have been excused from physical education shall return to the course as soon as practical. The following considerations will be used to determine when a student shall return to a physical education course:

1. The time of year when the student's participation ceases; and
2. The student's class schedule.

LEGAL REF.:

105 ILCS 5/27-7106. PRESSPlus1

225 ILCS 60/, Medical Practice Act.

23 Ill.Admin.Code §1.420(p) and §1.425(d), (e).

CROSS REF.: 6:60 (Curriculum Content)

ADOPTED: November 5, 2015

REVISED: April 7, 2022

REVIEWED: April 7, 2022

PRESSPlus Comments

PRESSPlus 1. The Legal References are updated in response to 105 ILCS 5/27-710, renumbered by P.A. 104-391. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Review and Monitoring

Students

7:220 Bus Conduct

All students must follow the District's *School Bus Safety Rules*.[PRESSPlus1]

School Bus Suspensions

The Superintendent, or any designee as permitted in the School Code, is authorized to suspend a student from riding the school bus for up to 10 consecutive school days for engaging in gross disobedience or misconduct, including, but not limited to, the following:

1. Prohibited student conduct as defined in Board of Education policy 7:190, *Student Behavior*.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of a directive from a bus driver or other supervisor.
6. Such other behavior as the Superintendent or designee deems to threaten the safe operation of the bus and/or its occupants.

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus, the School Board may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. The District shall provide the student with notice of the gross disobedience or misconduct and an opportunity to respond.

Academic Credit for Missed Classes During School Bus Suspension

A student suspended from riding the bus who does not have alternate transportation to school shall have the opportunity to complete or make up work for equivalent academic credit. It shall be the responsibility of the student's parent or guardian to notify the school that the student does not have alternate transportation.

Electronic Recordings on School Buses

Electronic visual and audio recordings may be used on school buses to monitor conduct and to promote and maintain a safe environment for students and employees when transportation is provided for any school related activity. Notice of electronic recordings shall be displayed on the exterior of the vehicle's entrance door and front interior bulkhead in compliance with State law and the rules of the Illinois Department of Transportation, Division of Traffic Safety.

Students are prohibited from tampering with electronic recording devices. Students who violate this policy shall be disciplined in accordance with the Board's discipline policy and shall reimburse the School District for any necessary repairs or replacement.

LEGAL REF.:

Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99.

105 ILCS 5/10-20.14, 5/10-22.6, and 10/.

720 ILCS 5/14-3(m).

23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:170 (Safety), 7:130 (Student Rights and Responsibilities), 7:170 (Vandalism), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities), 7:340 (Student Records)

ADOPTED: September 10, 2002

REVISED: June 30, 2016

REVIEWED: August 5, 2021

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 121, March 2026

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Review and Monitoring

Students

7:230 Misconduct by Students with Disabilities

Behavioral Interventions[PRESSPlus1]

Behavioral interventions shall be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors. The Board of Education will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities.

Discipline of Special Education Students and Students with Section 504 Plans

The District shall comply with the *Individuals With Disabilities Education Act Section 504 of the Rehabilitation Act of 1973,* and the Illinois State Board of Education's *Regulations* when disciplining students with disabilities. No student with a disability shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability.

LEGAL REF.:

Individuals With Disabilities Education Improvement Act of 2004, 20 U.S.C. §§1412, 1413, and 1415.

Gun-Free Schools Act, 20 U.S.C. §7151 *et seq.*

34 C.F.R. §§300.101, 300.530 - 300.536.

105 ILCS 5/10-22.6 and 5/14-8.05.

23 Ill.Admin.Code §226.400.

Honig v. Doe, 108 S.Ct. 592 (1988).

CROSS REF.: 2:150 (Committees), 6:120 (Education of Children with Disabilities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct)

ADOPTED: December 2, 2008

REVISED: June 30, 2016

REVIEWED: August 5, 2021

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that

each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

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Issue 121, March 2026

1. ACTION TO BE TAKEN:

_____CONSENT

~~**_____1st READING**~~

~~**_____KEEP IN COMMITTEE**~~

~~**_____DELETE POLICY**~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~**___Adopt with Additional District Edits**~~
~~*(change "revised" & "reviewed" date)*~~

~~**___Not Adopted**~~
~~*(change "reviewed" date)*~~

Document Status: Review and Monitoring

Students

7:280 Communicable and Chronic Infectious Disease

A student with or carrying a communicable and/or chronic infectious disease has all rights, privileges, and services provided by law and the District's policies. The Superintendent will develop procedures for communicable and chronic infectious diseases for the Board's consideration.[PRESSPlus1]

LEGAL REF.:

105 ILCS 5/10-21.11.

23 Ill.Admin.Code §§ 1.610 and 226.300.

77 Ill.Admin.Code Part 690.

20 U.S.C. §1400 *et seq.*, Individuals With Disabilities Education Improvement Act of 2004.

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

ADOPTED: April 6, 2011

REVISED: August 5, 2021

REVIEWED: August 5, 2021

PRESSPlus Comments

PRESSPlus 1. This policy is suggested to be reviewed by the Board. According to policy 2:240, *Board Policy Development*, "[t]he Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required." IASB suggests that each policy in the Board's policy manual be reviewed at a minimum of every five years. As part of the review, the Board may choose to:

- Compare the adopted version to the current PRESS sample (available at PRESS Online by logging in at www.iasb.com), discussing any differences and/or options noted in the footnotes to determine whether local changes are necessary
- Update the policy language due to changes in local conditions
- Make no changes, but update the adoption date to reflect that the policy has been reviewed and re-adopted

Issue 121, March 2026

DIRECTOR OF STUDENT SERVICES
EMPLOYMENT CONTRACT
(2026 - 2029)

THIS AGREEMENT is made on May 7, 2026, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the "Board"), and **Erin Curry** (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board employs the Administrator for multi-year period commencing July 1, 2026, through and including June 30, 2029. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:

   - For July 1, 2026, through June 30, 2027, the salary shall be $115,500;
   - For July 1, 2027, through June 30, 2028, the salary shall be $120,000; and
   - For July 1, 2028, through June 30, 2029, the salary shall be $124,500;

   The Contract will consist of 205 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 205-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

   The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Director of Student Services. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.

2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.

4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any, nor shall the term of the multi-year contract and any extension thereof be considered a break in service for the determination of "consecutive school terms of service" toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District.

5. **Employment Representations.** The Administrator represents that she is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.

2. **Insurance.** The Board will provide the Administrator with the following insurance benefits:

   a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

   b. Long-term disability insurance, as provided under any group program effective in the District.

   c. Single or family coverage vision service plan, as provided under any group program effective in the District.

   d. Group term life and AD&D insurance, in the amount of $150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.

3. **Paid Leave.**

   a. **Sick Leave**. The Administrator shall be granted sick leave, as defined in Section 24-6 of the School Code, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.

   b. **Personal Leave**. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount

and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.

c. **Cook County Paid Leave Ordinance**. To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of personal leave days and sick leave days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.

5. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.

6. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator

shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Student Services, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the

term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.

2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.

3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:

a. By mutual agreement, in writing;

b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);

c. Via discharge for cause;

d. Upon elimination of the Administrator's position; or

e. Upon the death of the Administrator.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.

2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.

5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

_____
Erin Curry

Date: _____

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

By: _____
Board President

Date: _____

ATTEST

By: _____
Board Secretary

Date: _____

EXHIBIT A

JOB DESCRIPTION – DIRECTOR OF STUDENT SERVICES

EXHIBIT A

Director of Student Services

Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment.
- Principal endorsement preferred but not required.
- Knowledge of curriculum, program modifications, and accommodations for students with disabilities.
- Experience in systems change, research-based programming, data-based decision making, and behavior intervention planning.
- Excellent communication and organizational skills.
- Ability to exercise sound judgment in making decisions regarding the safety and welfare of students.
- Ability to perform assigned duties and tasks with a minimum of direction.
- Ability to maintain supportive, collaborative public, student, and coworker relationships.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.
- Ability to physically move about the buildings and grounds.
- Ability to handle all district information with confidentiality.

Job Goal

To serve as a general assistant to the Superintendent with administrative functions that support the mission and vision of the Board of Education as assigned by the Superintendent.

Performance Responsibilities

- Assist the Superintendent in providing leadership to the implementation of instructional programs and coordination of resources for students receiving support from special services.
- Maintain knowledge of current research and evidence-based practices in delivering comprehensive services to diverse learners.
- Remain current with legal requirements governing Special Education, Section 504, and health services.
- Engage in problem solving with building level teams to remove barriers to inclusive practices.
- Support and guide teams in managing complex Section 504 and health issues.
- Establish and maintain effective work relationships with the administration, faculty, and community.
- Provide professional leadership in education throughout the school system, and study, keep informed of and stimulate interest of staff in new developments in education focused on EL and intervention services.
- Oversee all curriculum review processes to ensure the curriculum maps are up-to-date and instructional materials relevant for EL and intervention programming.
- Attend all Board Meetings, and prepare such reports for the Board as are appropriate to the primary function and other reports which may be requested by the Superintendent or the Board of Education.

- Keeps staff informed of best practices in compliance with state/federal mandates.
- Works collaboratively with parents, outside providers, and team members.
- Makes determinations and recommendations regarding professional development for EL and intervention personnel.
- Helps assess student performance on Access and FastBridge Assessments to inform classroom instruction.
- Works with families of students with chronic absenteeism to overcome barriers in their availability to learn.
- Perform such other duties and assume such other responsibilities as may be assigned by the Superintendent of Schools.

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position (205 work days). Salary to be determined by Board of Education.

DIRECTOR OF FOOD SERVICE
EMPLOYMENT CONTRACT
(2026 – 2029)

THIS AGREEMENT is made on May 7, 2026, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the "Board"), and **Peter Lembessis** (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board employs the Administrator for three years, from July 1, 2026, through and including June 30, 2029. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:

   - For July 1, 2026, through June 30, 2027, the salary shall be $87,500;
   - For July 1, 2027, through June 30, 2028, the salary shall be $91,500; and
   - For July 1, 2028, through June 30, 2029, the salary shall be $95,500.

   The Contract will consist of 260 workdays for a full Contract Year. The Administrator acknowledges that he will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

   The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Illinois Municipal Retirement Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Illinois Municipal Retirement Fund (hereafter "IMRF") the Administrator's required member contributions to such pension system. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from IMRF. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to IMRF by the Board on his behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to

the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **IMRF Status.** The parties agree that the Board makes no representations regarding the IMRF member wage status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding wage status, years of service, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

2. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at his own expense and provide the cell phone number to District administrators and Board members for daily communication.

3. **Employment Representations.** The Administrator represents that he is not under contract with any other employer, including but not limited to school districts or municipalities, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of his duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.

2. **Insurance.** The Board will provide the Administrator with the following insurance benefits:

    a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator

to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

b. Long-term disability insurance, as provided under any group program effective in the District.

c. Single or family coverage vision service plan, as provided under any group program effective in the District.

d. Group term life and AD&D insurance, in the amount of $50,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.

3. **Vacation**. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, up to five (5) unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*). To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent

it differs, the same amount as the normal annual allotment provided to District 74 support staff, which may be accumulated without limit.

5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 support staff.

6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.

7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels, subject to prior Superintendent approval. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.

8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The duties of the Administrator shall be those incidental to the office of a Director of Food Service. As such, he shall plan and implement the District food service program to ensure proper nutrition and to safeguard the health of students, staff, and visitors. The Administrator shall plan menus with nutritional values and allergen information for the District website, and shall develop new entrees and side dishes with an emphasis on fresh, whole ingredients and scratch-made recipes for a diverse palate. The Administrator shall be responsible for the evaluation of all cafeteria employees, shall conduct interviews and make hiring recommendations, and shall also assume administrative responsibilities and departmental leadership, under the supervision and direction of the Superintendent, Business Manager/CSBO, and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, and shall keep such other registers, records, and reports as may be directed by the Superintendent, Business Manager/CSBO, and the Board or required by law. The Administrator

shall also be responsible for all obligations contained in the official job description for a Director of Food Service.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and Business Manager/CSBO and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote his time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Food Service, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. **Performance Goals.** Annually the Administrator, in consultation with the Superintendent and Business Manager/CSBO, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, Business Manager/CSBO, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

2. **Evaluation.** The Superintendent or designee shall evaluate the Administrator's performance, including but not limited to performance on the goals and indicators listed above, at least annually. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.

2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew the Administrator's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.

a. **Performance and Retention Incentives**. Pursuant to the employment contract previously entered between the Board and the Administrator dated May 2, 2024, and in addition to the salary amount stated above in section A.1, the Board shall make an incentive payment in the amount of Eight Thousand Three Hundred Fifty Dollars ($8,350.00), payable on or after July 1, 2026.

If the Board, in its sole discretion, elects to renew this Contract and the parties agree to continue the employment of the Administrator for the 2029-2030 Contract Year, any new contract of employment to take effect after the expiration of this Contract shall include an incentive in the amount of Ten Thousand Dollars ($10,000.00), payable on or after July 1, 2029. Such retention incentive may be structured into multiple payments distributed over a period of months or years in the discretion of the Board.

The parties acknowledge that these amounts are intended as an incentive for job performance warranting a contract renewal and the retention of the Administrator for additional years of employment. The 2029-2030 incentive payment is not guaranteed and shall not become due and payable until the parties agree on a successor contract in writing. These incentive payments shall not be added to the Administrator's base salary amount and shall not be used in the calculation of future salary increases, if any. Specific terms and conditions regarding the payment of the 2029-2030 incentive payment will be set forth in any new contract of employment and subject to agreement by the parties.

3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:

   a. By mutual agreement, in writing;

   b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if he presents to the Board a physician's statement certifying that he is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, he shall bear any related costs. The Board hearing shall be conducted in closed session.);

   c. Via discharge for cause;

   d. Upon elimination of the Administrator's position; or

   e. Upon the death of the Administrator.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, he shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage

prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.

2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.

5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

_____
PETER LEMBESSIS

Date: _____

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

By: _____
Board President

Date: _____

ATTEST

By: _____
Board Secretary

Date: _____

EXHIBIT A

JOB DESCRIPTION –

DIRECTOR OF FOOD SERVICE

Exhibit A

Director of Food Service

Job Title: Director of Food Service
Status: Non-Certified
Location: Building Cafeterias
Reports to: Business Manager

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The Director of Food Service supervises and coordinates the District food service program to ensure proper nutrition and to safeguard the health of students, staff, and visitors. To accomplish these tasks the Director of Food Service must work closely with the staff and administration. This position maintains the responsibility to effectuate the procedures and practices associated with a lunch program that meets the needs of a diverse palate of students.

Job Goal

To provide each student with highly nutritious meals in a safe, clean and efficient environment.

Performance Responsibilities

Other essential duties and responsibilities may be assigned.

1. Plans, directs, and oversees the preparation and servicing of all food in the cafeterias.
2. Assumes responsibility for the security of food and supplies.
3. Supervises the storage and care of food and supplies.
4. Assumes responsibility for the security of revenue from the cafeteria.
5. Records funds to lunch debit cards within the 48-hour timeline.
6. Supervises and participates in the preparation and serving of all food.
7. Plans menus with nutritional values and allergen information for the District website.
8. Develops new entrees and side dishes with an emphasis on fresh, whole ingredients and scratch-made recipes.
9. Oversees and participates in the cleaning of kitchen, servicing areas, storage areas, and dining areas.
10. Assigns, directs, plans, and supervises the work of the cafeteria staff.
11. Evaluates the performance of all cafeteria employees. Conducts interviews and makes hiring recommendations.
12. Plans and organizes kitchen staff training to support use of fresh ingredients, scratch-based preparations and new recipe development.
13. Ensures employee time records are properly reported.
14. Instructs cafeteria staff in performing their assigned tasks.

15. Plans work schedules and makes arrangements for substitutes when required.
16. Inspects kitchen, cooking utensils, and staff for cleanliness and sanitary conditions. Ensures there is no cross-contamination of ingredients.
17. Conducts taste tests and/or surveys with students and staff prior to launching new menu items.
18. Assumes responsibility for checking that all equipment is in safe working condition and notifies the appropriate authority when repairs or replacements are needed.
19. Approves purchases and maintains an inventory of all foods, supplies, and equipment.
20. Places orders and gets information on new products and pricing with a prioritization on locally-sourced, whole ingredients.
21. Orders and sets up food and supplies for District sponsored events when requested.
22. Standardizes prices charged for daily lunches and ala carte items including milk.
23. Standardizes the portions served related to a healthy lunch.
24. Operates the point of sale system during lunch periods.
25. Sends out letters and emails for low balance, negative accounts, and quarterly statements.
26. Updates individual debit card accounts to be sent to the parents on request.
27. Collects the necessary data and submits the ISBE milk reports on time.
28. Prints, laminates, and issues new lunch ID cards for new students and lost or damaged cards.
29. Other projects as assigned.

Physical, Sensory and Environmental Demands:

Physical: While performing the duties of the job, the employee is frequently required to use hands to manipulate, handle, or feel; frequently is required to reach with hands and arms; frequently is required to stand and walk; frequently must lift and/or move up to 50 pounds.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of a school kitchen environment.

Evaluation:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on Evaluation of Professional Personnel.

Terms of Employment:

Twelve-month position. Salary and benefits to be determined by the Board of Education.

DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS EMPLOYMENT CONTRACT (2026 – 2029)

THIS AGREEMENT is made on May 7, 2026, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the "Board"), and **Jaclyn McGoey** (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board employs the Administrator for three years, from July 1, 2026, through and including June 30, 2029. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:

   - For July 1, 2026, through June 30, 2027, the salary shall be $93,000;
   - For July 1, 2027, through June 30, 2028, the salary shall be $97,500; and
   - For July 1, 2028, through June 30, 2029, the salary shall be $102,500.

   The Contract will consist of 260 workdays for a full Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

   The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Illinois Municipal Retirement Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Illinois Municipal Retirement Fund (hereafter "IMRF") the Administrator's required member contributions to such pension system. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from IMRF. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to IMRF, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to IMRF by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to

the pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **IMRF Status.** The parties agree that the Board makes no representations regarding the IMRF member wage status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding wage status, years of service, and related IMRF issues shall be made by IMRF and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

2. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.

3. **Employment Representations.** The Administrator represents that she is not under contract with any other employer, including but not limited to school districts or municipalities, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.

2. **Insurance.** The Board will provide the Administrator with the following insurance benefits:

   a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator

to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

b. Long-term disability insurance, as provided under any group program effective in the District.

c. Single or family coverage vision service plan, as provided under any group program effective in the District.

d. Group term life and AD&D insurance, in the amount of $50,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.

3. **Vacation**. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, up to five (5) unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*). To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent

it differs, the same amount as the normal annual allotment provided to District 74 support staff, which may be accumulated without limit.

5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 support staff.

6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.

7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels, subject to prior Superintendent approval. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.

8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The duties of the Administrator shall be those incidental to the office of a Director of Communications and Community Relations. As such, she shall plan and implement a District public relations program to keep the community informed and build support through open and authentic communications. The public relations program shall include, without limitation, media relations; internal communications; communications to the community; communications to students and parents/guardians; emergency communications in coordination with the District Safety Coordinator; the District website and social media platforms; alumni relations; and other efforts to reach all audiences using suitable mediums. The Administrator shall also assume administrative responsibilities and departmental leadership, under the supervision and direction of the Superintendent, Business Manager/CSBO, and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, and shall keep such other registers, records, and reports as may be directed by the Superintendent, Business Manager/CSBO, and the Board or required by law. The Administrator

shall also be responsible for all obligations contained in the official job description for a Director of Communications and Community Relations.

The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and Business Manager/CSBO and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Communications and Community Relations, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. **Performance Goals.** Annually the Administrator, in consultation with the Superintendent and Business Manager/CSBO, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, Business Manager/CSBO, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

2. **Evaluation.** The Superintendent or designee shall evaluate the Administrator's performance, including but not limited to performance on the goals and indicators listed above, at least annually. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.

2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew the Administrator's employment upon such terms and conditions as they may mutually agree. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.

a. **Performance and Retention Incentives**. Pursuant to the employment contract previously entered between the Board and the Administrator dated May 2, 2024, and in addition to the salary amount stated above in section A.1, the Board shall make an incentive payment in the amount of Eight Thousand Eight Hundred Fifty Dollars ($8,850.00), payable on or after July 1, 2026.

If the Board, in its sole discretion, elects to renew this Contract and the parties agree to continue the employment of the Administrator for the 2029-2030 Contract Year, any new contract of employment to take effect after the expiration of this Contract shall include an incentive in the amount of Fifteen Thousand Dollars ($15,000.00), payable on or after July 1, 2029. Such retention incentive may be structured into multiple payments distributed over a period of months or years in the discretion of the Board.

The parties acknowledge that these amounts are intended as an incentive for job performance warranting a contract renewal and the retention of the Administrator for additional years of employment. The 2029-2030 incentive payment is not guaranteed and shall not become due and payable until the parties agree on a successor contract in writing. These incentive payments shall not be added to the Administrator's base salary amount and shall not be used in the calculation of future salary increases, if any. Specific terms and conditions regarding the payment of the 2029-2030 incentive payment will be set forth in any new contract of employment and subject to agreement by the parties.

3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:

   a. By mutual agreement, in writing;

   b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);

   c. Via discharge for cause;

   d. Upon elimination of the Administrator's position; or

   e. Upon the death of the Administrator.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage

prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.

2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.

5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

_____
JACLYN MCGOEY

Date: _____

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

By: _____
Board President

Date: _____

ATTEST

By: _____
Board Secretary

Date: _____

EXHIBIT A

JOB DESCRIPTION –

DIRECTOR OF COMMUNICATIONS AND COMMUNITY RELATIONS

EXHIBIT A

Director of Communications and Community Relations

Job Category: Non-Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong oral and written communication skills.
- Self-directed with a high degree of common sense and the ability to work well under pressure.
- Minimum of 5-7 years experience in a Public Relations (or similar field) that includes communications strategy development, writing, editing, and project management of communications directed to internal as well as public audiences in venues such as print, video, broadcast, and digital.
- A degree in Public Relations (or related field) preferred but not required.
- Working knowledge of internal and external public relations programs/processes, with the ability to organize workload to handle multiple projects simultaneously under tight deadlines.
- Excellent analytical and critical thinking skills.
- Experience in planning, implementing, evaluating, budgeting, and personnel management.
- Good judgment and ability to maintain a “global” perspective.

Job Goal

To facilitate mutually supportive relationships between Lincolnwood School District 74 and the many “publics” it serves. The responsibility and goal of this position is to showcase and communicate to the Lincolnwood community the programs and events that are happening in Lincolnwood School District 74. This position reengages the community, enhances the existing programs and events, and continually grows participation.

Performance Responsibilities

- Provides strategic leadership for District-level communications.
- Supports and advises building-level communications efforts, as needed.
- Oversees all public-facing content for the District’s website.
- Attends one evening Board of Education meeting per month.
- Exercises authority to make independent decisions regarding communications on behalf of the District in the absence of Cabinet-level administrators, and reports such decisions to the Superintendent and/or designee.
- Leads multimedia storytelling efforts, including photography, video, and digital content creation.
- Plans and implements community engagement events, staff appreciation programs, and retiree recognitions at Board of Education meetings.
- Maintains a flexible schedule to support District communications, events, and media relations beyond standard work hours, including evenings, as needed.

- Serves as the primary liaison to the District's parent-community organization, supporting event coordination and marketing initiatives. Attends one evening Board meeting per month, September through June.
- Directs the District's social media strategy and presence.
- Develops and produces digital and print communications, including e-newsletters and biannual community publications.
- Designs and oversees the creation of District-wide and building-level marketing materials.
- Cultivates positive relationships with key stakeholders, including students, families, staff, community members, and the Board of Education.
- Builds and maintains partnerships with community organizations and local agencies.
- Serves as a District spokesperson and media relations contact, in collaboration with the Superintendent and Board President.
- Coordinates and manages volunteers for school-year events and celebrations.
- Oversees alumni relations and engagement efforts.
- Participates in ongoing professional development, including attending meetings, workshops, trainings, and conferences, and maintaining memberships in professional organizations.
- Leads the development, administration, and analysis of surveys and engagement data.
- Manages the department budget.
- Performs other related duties as assigned.

Physical, Sensory, and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, the ability to adjust focus, read and interpret documents and instructions, and the frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board Policy.

Terms of Employment

Twelve-month position. Salary to be determined by Board of Education.

DIRECTOR OF SPECIAL EDUCATION
EMPLOYMENT CONTRACT
(2026 - 2029)

THIS AGREEMENT is made on May 7, 2026, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the "Board"), and **Jennifer Ruttkay** (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing July 1, 2026, through and including June 30, 2029. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:

- For July 1, 2026, through June 30, 2027, the salary shall be $136,000;
- For July 1, 2027, through June 30, 2028, the salary shall be $142,000; and
- For July 1, 2028, through June 30, 2029, the salary shall be $147,325;

The Contract will consist of 205 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 205-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Director of Special Education. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.

2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.

4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof; however, the Administrator shall not lose any previously acquired tenure credit with the District, if any.

5. **Employment Representations.** The Administrator represents that she is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.

2. **Insurance.** The Board will provide the Administrator with the following insurance benefits:

   a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

   b. Long-term disability insurance, as provided under any group program effective in the District.

   c. Single or family coverage vision service plan, as provided under any group program effective in the District.

   d. Group term life and AD&D insurance, in the amount of $150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.

3. **Paid Leave.**

   a. **Sick Leave**. The Administrator shall be granted sick leave, as defined in Section 24-6 of the School Code, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.

   b. **Personal Leave**. The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount

and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.

c. **Cook County Paid Leave Ordinance**. To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of personal leave days and sick leave days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.

5. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.

6. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The Administrator, as directed in her job description, shall assist the Superintendent in the administrative operation and management of the School District. The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator

shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Director of Special Education, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the

term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.

2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.

3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:

a. By mutual agreement, in writing;

b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);

c. Via discharge for cause;

d. Upon elimination of the Administrator's position; or

e. Upon the death of the Administrator.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.

2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.

5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

_____
Jennifer Ruttkay

Date: _____

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

By: _____
Board President

Date: _____

ATTEST

By: _____
Board Secretary

Date: _____

EXHIBIT A

JOB DESCRIPTION – DIRECTOR OF SPECIAL EDUCATION

EXHIBIT A

Director of Special Education

Job Category: Certified

Status: Exempt

Location: Administration Building

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; Director of Special Education endorsement.
- Minimum of 5 years experience in the field of special education.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To enable students to derive the fullest possible educational experience from school by overseeing the district's special education program.

Performance Responsibilities

- Oversees the school's special education programs.
- Plans, organizes and directs implementation of special education processes.
- Keeps the Superintendent informed of the status of current issues in special education.
- Makes recommendations regarding the district's special education program.
- Supervises the maintenance of special education records.
- Prepares or supervises the preparation of reports, records, lists and all other paperwork required or appropriate when it is requested.
- Works with members of the administration team regarding special education programming.
- Confers with teachers, administrators and parents whenever necessary.
- Consults with parents, school staff and teachers about ways to facilitate the learning and adjustment of students.
- Works in a cooperative and positive manner with parents.
- Responds to written and oral requests for information.
- Keeps up with changes and developments in the profession by attending professional meetings, reading professional journals and discussing problems of mutual interest with others in the field.
- Participates in the selection of special education personnel.
- Orients newly assigned staff members and assists in their development, as appropriate.
- Conducts district special education meetings.
- Facilitates Eligibility Determination Conferences and Individualized Education Plan meetings (EDC/IEP).
- Serves as a resource on mental health topics for staff.
- Acts as the liaison between the district and township/private placements.
- Coordinates preschool screenings.

- Acts as a district liaison with Niles Township District for Special Education (NTDSE).
- Acts as administrative agent at EDC/IEP meetings.
- Protects the School District, its students and staff from and against liability, property damage and losses.
- Complies with federal, state and local policies and regulations in the delivery of special education services.
- Presents to the school board annually or as requested.
- Evaluate the performance of district Special Education Teachers.
- *Other essential duties and responsibilities may be assigned.*

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

205 work days. Salary to be determined by Board of Education.

PRINCIPAL
EMPLOYMENT CONTRACT
(2026 - 2029)

THIS AGREEMENT is made on May 7, 2026, between the **Board of Education of Lincolnwood School District No. 74, Cook County, Illinois** (the "Board"), and **Aliaa Kamara-Ibrahim** (the "Administrator") (collectively, the "parties").

A. EMPLOYMENT AND COMPENSATION

1. **Salary and Term of Employment.** The Board employs the Administrator for a multi-year period commencing July 1, 2026, through and including June 30, 2029. The Administrator shall be paid an annual salary payable in 26 equal installments in accordance with the rules of the Board governing payments of other administrative staff members in the District, in the following amounts:

   - For July 1, 2026, through June 30, 2027, the salary shall be $141,600;
   - For July 1, 2027, through June 30, 2028, the salary shall be $150,000; and
   - For July 1, 2028, through June 30, 2029, the salary shall be $160,500;

   The Contract will consist of 260 workdays for a Contract Year. The Administrator acknowledges that she will work on a schedule set by the Superintendent and agrees that the 260-workday provision is intended solely for the purposes of calculating compensation and/or benefits on a per-diem basis and is not intended to establish or limit the number of days the Administrator may be required to work during a Contract Year.

   The Administrator hereby accepts employment upon the terms and conditions hereinafter set forth.

2. **Teachers' Retirement System and Health Insurance Security Fund.** In addition to the annual salary stated in paragraph A.1 of this Contract, the Board shall pay on behalf of the Administrator to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers Health Insurance Security Fund (hereafter "THIS") the Administrator's required member contributions to such pension system and health fund. The Administrator shall not have any right or claim to said amounts, except as they may become available at the time of retirement or resignation from TRS and THIS. Both parties acknowledge that the Administrator did not have the option of choosing to receive the contributed amounts directly, instead of having such contributions paid by the Board to the TRS and THIS, and further acknowledge that such contributions are made as a condition of employment to secure the Administrator's future services, knowledge, and experience. The Administrator does not have the right to receive payment for any amounts that would have been contributed to TRS or THIS by the Board on her behalf had the Administrator's required contributions not been limited by such retirement system and fund due to the application of an established limit for contributions to the

pension plan, or to a refund of an overpayment of such contributions due to a decrease in the applicable member rate, if any.

3. **Creditable Earnings.** The parties agree that the Board makes no representations regarding the creditable earnings status with respect to any compensation received by the Administrator pursuant to the terms of this Contract. Any and all determinations regarding creditable earnings, creditable service, and related TRS issues shall be made by TRS and, where applicable, a court of competent jurisdiction.

B. CONDITIONS OF EMPLOYMENT

1. **License.** During the term of this Contract, the Administrator shall hold a valid and properly registered license with necessary endorsement as issued by the Illinois State Educator Preparation and Licensure Board qualifying her to serve in District 74 in the position of Principal. The Administrator shall also keep current her attendance at required state Administrator Academy workshops and shall satisfy other license renewal and prequalification requirements necessary to enable her to legally evaluate staff.

2. **Medical Examination.** Pursuant to paragraph 24-5 of the *School Code*, the Administrator shall submit, at Board expense, to a physical or mental examination by a physician licensed in Illinois to practice medicine and surgery in all its branches whenever the Board deems such examination necessary and in accordance with applicable law. As a condition of employment, the Administrator also agrees to comply with all health requirements established by law.

3. **Cell Phone.** The Administrator is required to purchase and maintain a cell phone at her own expense and provide the cell phone number to District administrators and Board members for daily communication.

4. **Tenure and Related Rights.** The Administrator acknowledges that, pursuant to the School Code, and by accepting the terms of a multi-year contract, the Administrator waives all tenure and other rights granted under Sections 24-11 through 24-16 of the School Code only for the term of the multi-year contract and any multi-year extension thereof. During the term of this Contract, the Administrator's employment shall not qualify as "consecutive school terms of service" or as a "probationary period" as those terms are used in Section 24-11 and shall not be counted toward attainment of contractual continued service status (i.e. tenure) as a teacher of the School District; however, the Administrator shall not lose any previous "consecutive school terms of service" toward the attainment of tenure credit with the District, if any.

5. **Employment Representations.** The Administrator represents that she is not under contract with any other employer, including but not limited to school districts or cooperatives, for any portion of the term covered by this Contract. The

Administrator further represents that all information provided to the District in the process of application for employment was true and complete.

C. BENEFITS

1. **Reimbursement of Business Expenses.** The Board shall reimburse the Administrator in accordance with District procedures for monthly expenses incurred in the performance of her duties. The Administrator shall itemize and substantiate all expenses incurred, in accordance with applicable Board policy and procedures.

2. **Insurance.** The Board will provide the Administrator with the following insurance benefits:

   a. Pursuant to the Administrator's benefit election, single or family hospitalization/medical insurance and dental insurance, as provided under any group program effective in the District. If, at any time during the term of this Contract, the Board's payment of insurance premiums is deemed to constitute a discriminatory or otherwise impermissible benefit under law or regulation or other official guidance, subjecting the Board or Administrator to potential penalties, civil fines, benefit plan disqualification, or increased tax payments, including excise taxes, the Board may, in its discretion, determine to decrease or eliminate its payment for such insurance and may, in its discretion, make a corresponding increase in another form of compensation to offset the cash value of the reduction in such insurance premium benefit. The parties acknowledge that the action to modify the benefit set forth in this paragraph of this Contract shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

   b. Long-term disability insurance, as provided under any group program effective in the District.

   c. Single or family coverage vision service plan, as provided under any group program effective in the District.

   d. Group term life and AD&D insurance, in the amount of $150,000, subject to all eligibility conditions of the District's group program carrier. The Board will pay the premiums, and the Administrator is entitled to designate any and all beneficiaries.

3. **Vacation**. In a full Contract Year, the Administrator shall be entitled to a paid vacation of twenty (20) working days annually, exclusive of legal holidays. Vacation shall be taken, subject to the approval of the Superintendent, within the twelve (12) month period of a Contract Year; however, at the end of a Contract Year, unused vacation days will be converted into accumulated sick days for the following Contract Year with the Superintendent's approval. However, upon

separation of employment, any unused vacation days shall be paid to the Administrator at the Administrator's current per diem pursuant to the Illinois Wage Payment and Collection Act (820 ILCS 115/1 *et seq.*). To the extent that the Cook County Paid Leave Ordinance (Amendment 24-0583, effective December 31, 2023, herein "the Ordinance") applies to any period of employment under this Contract, the Board and the Administrator agree as follows. A portion of the allotment of vacation days described in this Section, up to the minimum Accrual Cap required under the Ordinance, shall be considered to be provided as Ordinance Paid Leave in fulfillment of the required Paid Leave Ordinance, via the frontload method, for the 12-month period of the School District's fiscal year (namely, July 1 to the following June 30). Because such Ordinance Paid Leave shall be made available to the Administrator to be used for any purpose allowed under the Ordinance as of the start of the 12-month period, no unused amount shall be carried over to the next 12-month period.

4. **Sick Leave.** The Administrator shall be granted sick leave, as defined in Section 24-6 of the *School Code*, of seventeen (17) working days annually or, to the extent it differs, the same amount as the normal annual allotment provided to District 74 teachers, which may be accumulated to a maximum of 340 days.

5. **Personal Leave.** The Administrator shall be granted personal leave of four (4) working days annually, or, to the extent it differs, in the same amount and pursuant to the same terms of use and accumulation as such days are provided to District 74 teachers.

6. **Professional Organizations.** Upon the Superintendent's approval of the appropriateness of the Administrator's involvement in state or national organization(s) or professional membership(s), the Board shall pay the reasonable professional dues for such organizations or memberships for the Administrator.

7. **Attendance at Professional Meetings.** The Administrator is expected to attend appropriate professional meetings or conferences at the local and state levels and, subject to prior Superintendent approval, at one national-level conference. Expenses incurred shall be reimbursed by the Board in accordance with applicable Board policy and procedures.

8. **Annuities and Deferred Compensation.** From the annual salary stated in paragraph A.1 of this Contract, the Administrator may (1) annually defer compensation pursuant to and in accordance with the terms of an eligible deferred compensation plan as described in Section 457(b) of the *Internal Revenue Code*, if adopted by the Board, and/or (2) authorize a salary reduction in order that the Board may purchase a 403(b)-eligible product for the Administrator as described in Section 403(b) of the *Internal Revenue Code*, in accordance with the Board's 403(b) Plan if offered, and provided that the Administrator confirms that any such deferrals and/or reductions are within *Internal Revenue Code* limitations.

D. POWERS AND DUTIES

1. **Duties.** The duties of the Administrator shall be those incidental to the office of a Principal. As such, she shall supervise the operation of attendance centers as the Board and Superintendent shall determine necessary and shall have as her primary responsibility the improvement of instruction. A majority of the time spent by the Administrator shall be focused on curriculum and staff development through both formal and informal activities. The Administrator shall also be expected to establish clear lines of communication regarding school goals, accomplishments, practices, and policies with parents and teachers. The Administrator shall also assume administrative responsibilities and instructional leadership, under the supervision and direction of the Superintendent and the Board and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board, for the planning, operation, and evaluation of the education program of and the evaluation of staff in her assigned attendance center. The Administrator shall submit recommendations to the Superintendent, as requested, concerning the appointment, retention, promotion, and assignment of all personnel assigned to her attendance center and shall keep such other registers, records, and reports as may be directed by the Superintendent and the Board or required by law. The Administrator shall also be responsible for all obligations contained in the official job description for a Principal, including the discipline of students in accordance with the requirements of the Illinois School Code and Board of Education policies. It shall also be the responsibility of the Administrator to utilize resources of proper law enforcement agencies when the safety and welfare of students and staff are threatened by illegal use of drugs and alcohol.

   The Administrator also shall assume any additional administrative responsibilities and duties as may be assigned, under the supervision and direction of the Superintendent and in accordance with the laws of the State of Illinois and the policies, rules, and regulations of the Board. Additionally, the Administrator shall keep such records and make such reports as are now or hereafter may be required by law or by the Board.

2. **Extent of Service.** The Administrator shall devote her time, skill, labor, and attention to the business of the School District and related professional activities so as to faithfully perform the duties of Principal, as set forth in the job description attached as Exhibit A and incorporated in this Contract by reference. With the permission of the Superintendent, the Administrator may attend university courses, seminars, or other professional growth activities; serve as a consultant to another district or educational agency for a short-term duration without loss of salary; or lecture and engage in writing activities and speaking engagements. The Administrator may not jeopardize the functioning of the School District by engaging in or by any lengthy and conspicuous absence for such professional activities.

3. **Compliance with Policies.** The Administrator is responsible for and deemed to have knowledge of all policies, rules, and regulations established by the Board or the District administration and shall comply with their requirements.

E. PERFORMANCE GOALS AND EVALUATIONS

1. **Student Performance and Academic Improvement.** The Administrator acknowledges that, pursuant to Section 10-23.8a of the School Code (105 ILCS 5/10-23.8a), this multi-year agreement is subject to performance-based goals and indicators. The Parties agree the goals and indicators are linked to student performance and academic improvement of the schools within the District.

   Annually the Administrator, in consultation with the Superintendent, shall develop the Administrator's goals for the forthcoming year, which shall be set forth in the Administrator's annual evaluation document which will be submitted to the Board for its approval. In the event that the Administrator, Superintendent, and the Board fail to agree on the goals to be included in said document, the Superintendent and the Board shall establish the goals.

   In addition to the above, the Parties may establish additional annual performance objectives which shall be reduced to writing, attached hereto as Exhibit B and included as part of this Agreement.

2. **Evaluation.** The Administrator shall be evaluated by March 1 of each Contract Year during the term of the Contract by the Superintendent, using the District's Principal Evaluation Plan. One copy of the evaluation shall be included in the Administrator's personnel file and one copy of the evaluation shall be provided to the Administrator. Except as provided by statute, failure of the Superintendent or designee to complete an evaluation does not preclude termination or non-renewal of this Contract.

F. RENEWAL OR AMENDMENT OF CONTRACT

1. **Non-Renewal.** In the event the Board determines not to renew or extend the employment of the Administrator, this Contract shall expire on the last day of the term stated above in paragraph A.1 of this Contract. Notice of intent not to renew this Contract shall be given in accordance with applicable requirements of the Illinois *School Code*, if any.

2. **Renewal.** Before the end of this Contract, the Board and Administrator may renew or extend the Administrator's employment upon such terms and conditions as they may mutually agree, provided the goals and indicators of student performance and academic improvement referenced in paragraph E.1 of this Contract have been met. In such event, the Board and Administrator shall take specific action to enter into a new contract of employment to take effect after the expiration of this Contract.

3. **Amendment.** Any adjustment or modification made during the life of this Contract shall be in the form of a written amendment and shall become a part of this Contract, but such adjustment or modification shall not be construed as a new contract with the Administrator or as an extension of the termination date of this Contract.

4. **Reclassification.** Throughout the term of this Contract, or any extension hereof, the Administrator shall be subject to reclassification, by demotion or reduction in rank, in accordance with the terms, provisions and procedures of Section 10-23.8b of the Illinois School Code. Nothing, however, shall be construed so as to limit the authority of the Board to order the lateral transfer of the Administrator to a position of similar rank and equal salary during the term of this Contract.

G. TERMINATION

1. **Grounds for Termination.** This Contract may be terminated during its term:

   a. By mutual agreement, in writing;

   b. Upon the Administrator's permanent disability (inability to perform essential job functions with or without accommodation) (The Administrator shall be considered permanently disabled: (i) after any absence due to "permanent illness or incapacity" in accordance with the terms of the Board Policy on Temporary Illness or Incapacity; (ii) if she presents to the Board a physician's statement certifying that she is permanently disabled or incapacitated; or (iii) if the Board deems the Administrator permanently disabled after a Board-required physical or mental examination. Before a termination for permanent disability, the Administrator may request a hearing before the Board. If the Administrator chooses to be accompanied by legal counsel, she shall bear any related costs. The Board hearing shall be conducted in executive session.);

   c. Via discharge for cause;

   d. Upon elimination of the Administrator's position; or

   e. Upon the death of the Administrator.

2. **Cause.** Discharge for cause during the term of this Contract shall be for any conduct, act, or failure to act by the Administrator that, in the discretion of the Board, is detrimental to the best interests of the School District. Reasons for discharge for cause shall be given in writing to the Administrator, who will be entitled to notice and a hearing before the Board to discuss such causes. If the Administrator chooses to be accompanied by legal counsel, she shall bear any costs involved. The Board hearing shall be conducted in closed session. The decision of the Board will be final.

H. MISCELLANEOUS

1. **Notices.** Any notice required to be given under this Contract shall be deemed sufficient if it is in writing and sent by first class mail or certified mail, postage prepaid, to the last known residence of the Administrator or the President of the Board at the administrative offices of the District.

2. **Governing Law and Venue.** This Contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect. The parties agree that venue for all actions between the parties shall lie solely in the state court having jurisdiction over Cook County, Illinois, and the Administrator hereby submits to the jurisdiction of the same.

3. **Headings.** Paragraph headings and numbers have been inserted for convenience of reference only and, if there is any conflict between such headings or numbers and the text of this Contract, the text shall control.

4. **Counterparts.** This Contract may be executed in multiple counterparts, and a set of counterparts bearing the signatures of both parties constitutes the Contract as if the parties had signed a single document.

5. **Complete Understanding.** This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

6. **Effect of Agreement.** This Contract shall inure to the benefit of and be binding upon the Board and its successors and assigns. If any portion of this Contract is deemed to be illegal or unenforceable, the remainder shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have executed this Contract on the date written above, upon formal approval by the Board at a duly convened meeting.

ADMINISTRATOR

_____
Aliaa Kamara-Ibrahim

Date: _____

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

By: _____
Board President

Date: _____

ATTEST

By: _____
Board Secretary

Date: _____

EXHIBIT A

JOB DESCRIPTION – PRINCIPAL

EXHIBIT A

Principal

Job Category: Certified

Status: Exempt

Location: Rutledge Hall

Reports to: Superintendent of Schools

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Illinois State Board of Education Professional Educator Licensure appropriate to assignment; General Administrative endorsement. Minimum requirement of Master's Degree with specialization in Administration and Supervision.
- Ability to demonstrate personal and professional ethical behavior.
- Ability to demonstrate leadership qualities.
- Ability to demonstrate strong communication skills.

Job Goal

To improve organizational and operational effectiveness to maximize opportunities for student learning and achievement. To serve as instructional leader while providing a safe, respectful and inviting learning environment, as well as expand quality relations with the District 74 community for the success and growth of all students..

Performance Responsibilities

- Serves as instructional leader of the building.
- Maintains a positive school climate by making connections with students, staff and families.
- Provides leadership in the organization, administration, and supervision of the building.
- Provides leadership for the adaptation of the general program approved for the schools to meet the particular needs of the community served.
- Facilitates the District's strategic plan as directed by the Superintendent.
- Contributes as a member of the District's administrative team in progress toward achieving the District's strategic plan.
- Supervises, evaluates and/or provides input for all staff assigned to the building.
- Identifies teacher competencies in need of improvement and develops programs of remediation to assist teachers in improving teaching competencies.
- Supports the development and implementation of curriculum and the improvement of instruction.
- Partners with the District administrators in the planning and implementation of the staff development program.
- Implements Board policies, administrative rules and regulations and Board-teacher agreements relating to the school.
- Directs the activities of all staff members in the performance of their duties.
- Works with the Business Manager in the development and administration of the school budget.
- Develops efficient schedules, reasonable workloads, and coordination of staff efforts and programs.
- Identifies staff needs and coordinates the recruitment, selection, and assignment of staff and makes recommendations for employment.
- Informs the Superintendent about the needs of the school with respect to personnel, equipment, supplies, and curriculum.

- Assumes responsibility for the safety and maintenance of the school facility.
- Completes required State reports.
- Communicates with the staff to establish realistic expectations for student performance.
- Publicizes and interprets school programs and maintains rapport with the community.
- Fosters good interpersonal relations among parents, students and staff.
- Maintains membership in professional organizations.
- Maintains personal organization to keep clean lines of communication.
- *Other essential duties and responsibilities may be assigned.*

Physical, Sensory and Environmental Demands

Physical: The employee frequently is required to stand, walk, sit, use hands and fingers; sit continuously for extended periods of time; and reach with hands and arms. The employee must have the ability to use a keyboard and equipment typically found in an administrative work setting.

Sensory: While performing the duties of this job, the employee is regularly required to talk and/or hear. Specific vision abilities required by this job include close vision, distance vision, ability to adjust focus, read and interpret documents and instruction; frequent identification of letters, numbers, and symbols in a technology environment.

Environmental: While performing the duties of this job, the employee is exposed to equipment and noise levels typical of an administrative office environment.

Evaluation:

Performance will be evaluated by the Superintendent in accordance with Board's Policy.

Terms of Employment

Twelve-month position. Salary to be determined by the Board of Education.

DATE: May 7, 2026

TOPIC: Winters 2026-27, 2027-28 & 2028-29 Snow Removal Services from Contour Landscaping Inc.

PREPARED BY: Courtney Whited

Recommended for:

☒ Action

☒ Discussion

☒ Information

Purpose/Background:

The District approves all contracts.

Contour Landscaping, Inc. has been providing valued snow removal services to the District for several years. District Legal Counsel found the agreement to be acceptable. Contour offered the option to add a third year.

Fiscal Impact:

$9,958 for three upcoming winter seasons plus a

Per Push Cost After 42" ranging from $670 to $1,474 per push and

Ice Control on Lot and Drive at $764 per application

The District paid $9,264 for two winter seasons: 2024-25 and 2025-26

Recommendation:

The Facilities Committee concurs with the Administration's recommendation to the Board of Education to approve the three-year Contract from Contour Landscaping, Inc. for snow removal services for the base amount of $9,958 per winter season from November 1, 2026 through March 31, 2029.

Please Sign and Return One Copy

Contour Landscaping, Inc.

3501 Jarvis Ave. Skokie, IL 60076 • 847.673.5149 • Fax 847.673.5655

Snow Removal Agreement

Date: 3/20/2026

Lincolnwood School Dist. #74
Attn. Jim Caldwell
6950 N. East Prairie Rd.
Lincolnwood, IL 60712-2520

Phone: 847.583.0859
Fax: 847.675.4207
After Hrs:
Contact: Jim Caldwell
Email: jcaldwell@sd74.org

Location: 6950 N. East Prairie Rd., Lincolnwood

It is hereby agreed that ***Contour Landscaping, Inc.*** will provide plowing services in accordance with the following terms for the **2026-2027** and **2027-2028** winter season. **Completion Time: Before 7 am Mon.-Sat.**
Customer Specifications:

Seasonal Snow Plowing Cost

This option is a contract for the season broken into **5 monthly installments.** If the seasonal snowfall exceeds **42 inches** there will be an additional charge along with the monthly payments. Extra charges will be based on the quoted per push basis. ***Salting, ice control, hand shoveling, end loader work and haul away are not included in this rate.***

Per Winter Season			***Agreements approved before 5/31/2026***
November Payment:	$2,303		$2,094
December Payment:	$2,738		$2,490
January Payment:	$2,738		$2,490
February Payment:	$1,643		$1,494
March Payment:	$1,529		$1,390
Total Seasonal Cost:	**$10,952**		**$9,958**

Per Push Cost After 42" Cap

Per Occurrence				***Agreements approved before 5/31/2026***	
under 4"	$737	per plowing		**$670**	per plowing
4"- 6"	$1,179	per plowing		**$1,072**	per plowing
6" & Over	$1,621	per plowing		**$1,474**	per plowing

Ice Control of Lot and Drive: **$764 per application**

(Due to insurance liability purposes all locations are required to receive ice control after each plowing and snowfalls less than the required amount for snow plowing. Conditions will be determined as necessary by ***Contour Landscaping Inc.***)

Please initial_____ **YES – I would like to LOCK IN TODAY'S PRICES with a 3-YEAR AGREEMENT**
Please initial_____ **No – I do not want the optional 3rd year extension**.

I have read and fully understand the prices and terms on the front and back of this agreement. I authorize ***Contour Landscaping, Inc.*** to perform these services.

Dave Biskup _____ **3/20/2026**
Dave Biskup **Date**
General Manager

_____ _____
Authorization Date

This proposal may be withdrawn by Contour Landscaping, Inc. if not accepted in 21 days

Contour Landscaping, Inc. Snow Removal Specifications and Terms

General Terms

- Plowing will be provided for each snowfall of 2" or more or at the discretion of **Contour Landscaping Inc**., unless otherwise requested by the District.
- The lot to be plowed should be as clear as possible to facilitate snow removal procedures. All plowing will be subject to time of day, forecast for duration of storm, parked cars and traffic in lots. The main snow removal operation will be completed during non-business hours when the parking lot is most accessible.
- It is understood that everything possible will be done to remove the snow before the designated time. However, during sudden snowfalls the completion time cannot be guaranteed. During heavier early AM storms and continuous snowfalls **Contour Landscaping, Inc.** will periodically clear aisles to allow reasonable access.
- When temperatures or wind chills fall below zero or during heavy winds and drifting snow, hand shoveling and clearing of sidewalks will be suspended until conditions are safe for snow removal staff members.
- Regardless of business hours plowing, hand shoveling and clearing of sidewalks will commence at the end of each snowstorm. This protects snow-covered areas from melting and re-freezing.
- There will be an excess charge of $165.00 per hour (minimum 1 hour charge)per vehicle and $88.00 per hand shoveling man hour for extreme drifting or snowfalls that exceed eight inches. During continuous snowfalls and as trucks become available, the snow will be swept off the lots every eight inches (during business or non-business hours) to assure proper service. During heavy snowfalls we reserve the right to dispatch heavy equipment and end loaders as necessary. This would be an additional charge per **Contour Landscaping, Inc.** customary rates.
- Due to fluctuating fuel prices there may be an additional fuel surcharge if fuel prices go above $4.00 per gallon. Surcharge will not exceed 5% of seasonal snow plowing cost.
- Unless otherwise specified, **Contour Landscaping, Inc.** is not responsible for any hand shoveling, salting of walks, stacking of snow, end loader work or hauling of snow away from the area. This will be available at an additional charge.

Insurance

- A certificate of insurance is available upon request. Damage is to be reported as soon as possible or prior to 72 hours.
- Due to the nature of snow and ice removal, we have no control over unexpected freezing/thawing, occasional localized snow showers, temperature drops, etc.
- **Contour Landscaping, Inc.** is not responsible for salt damage to turf or other property.

Ice Control (*Required at all locations)*

- Ice Control will take place for any accumulations less than the required amount for snow plowing, freezing rain, ice accumulation and after each plowing. Conditions will be determined as necessary by **Contour Landscaping, Inc.,** unless otherwise requested by the District.
- When performing Ice Control services, the type of material and prices are subject to change due to product availability, area shortages or price increases.

Payment Terms

- All accounts are due and payable upon receipt of invoice. We reserve the right to withhold service on any past due account.

Executive Summary
Board of Education Meeting

DATE: May 7, 2026

TOPIC: Rutledge Hall Kitchen Renovation

PREPARED BY: Courtney Whited

Recommended for:

☒ Action

☒ Discussion

☒ Information

Purpose/Background:

As the District continues to offer more fresh and scratch-made menu items, the need to examine school facilities in order to support those efforts is necessary. The attached design of Rutledge Hall Kitchen highlights improvements that will more easily accommodate safe food and milk storage, meal preparations, and efficient service.

District Legal Counsel has reviewed the Tri-Mark proposals and found them both acceptable and noted Tri-Mark belongs to a reputable cooperative therefore, bidding is not necessary.

Fiscal Impact:

$61,285.26 Job Reference Number: 189524 for Walk-In Cooler/Freezer Units, Freight & Installation

$15,843.81 Job Reference Number: 00511814 for Merchandiser, Cart, Shelving Units, Freight & Delivery

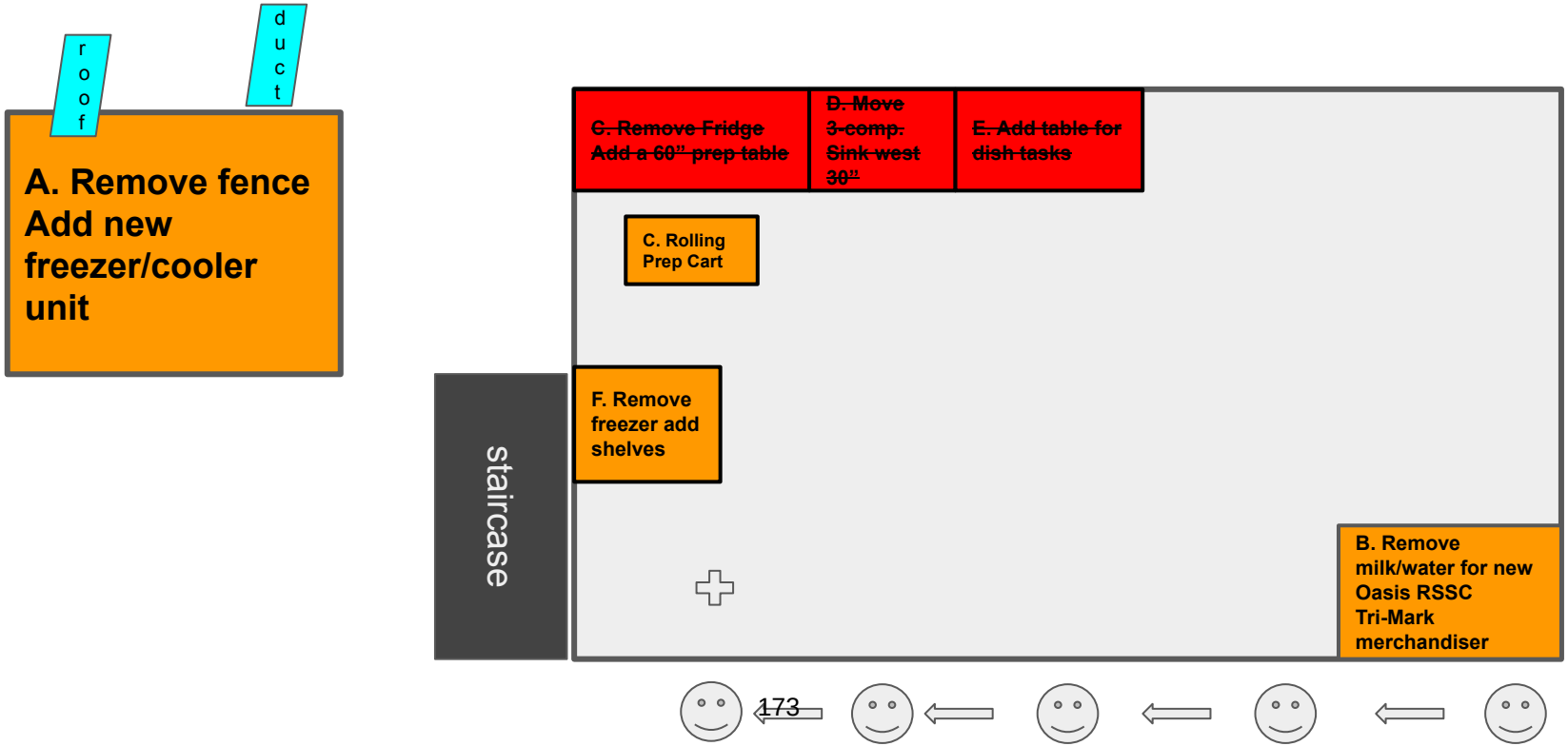
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$77,129.07 Tri-Mark Total (excludes electrical work & potential cost to properly anchor condensing units to the roof)

Recommendation:

The Facilities Committee concurs with the Administration's recommendation to the Board of Education to approve the Agreements from Tri-Mark for Rutledge Hall Kitchen renovations in an amount not to exceed $80,000 to be completed during Summer 2026.

RH Kitchen Renovation - page 1



Quote

04/03/2026

Project:
Lincolnwood SD 74 - Rutledge Hall - Walk In

From:
TriMark Marlinn LLC
Anthony Schittino
6100 W. 73rd. St.
Ste 1
Bedford Park, IL 60638
708-496-1700

Job Reference Number: 189524

Prices may not reflect applicable tariffs. Any increase in costs resulting from tariffs shall be added to the total price included in this Quote and shall be payable by customer. In addition, TriMark reserves the right to make corrections or adjustments to quoted prices due to cost increases, market fluctuations, supply chain disruptions, third party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control.

*****Prices may not reflect applicable tariffs. Any increase in costs resulting from tariffs shall be added to the total price included in this Quote. TriMark will provide advanced notice of any price increase due to tariffs. *****

This Pricing is in accordance with the Sourcewell Contract #063022-SES-FoodserviceEquipment and Supplies

Lincolnwood SD74 Sourcewell Account #15775

Item	Qty	Description	Sell	Sell Total

2	1 ea	**INDOOR WALK IN COOLER/FREEZER** Norlake Model No. NL2689953DP-B (1) Nor-Lake FINELINE INDOOR Walk-In Cooler/Freezer Combination (2 compartments) 15' 0" long, 10' 0" wide, 8' 0" high. This full size walk-in contains 958 internal cubic feet to assure maximum storage capacity. Compare to other quotes which may be nominal dimensions which can result in reduced storage space. (1) (1)E1LAK060B-ME/(1)MSLA017MC Refrigeration system (1) (1)E1MCK060A-MA/(1)MSMC010MC Refrigeration system Refrigeration is “sized” for holding product only; that is; our calculation is based on product entering at the same temperature as the desired temperature of this walk-in. If you feel that this is insufficient, please advise. For remote refrigeration condensing in ambient conditions colder than -10°F, an optional outdoor heater kit is recommended per system. (Standard outdoor Capsule Paks are rated to -20°F and do not require this accessory.) (1) Optional 5 Year Compressor Warranty, 1.5-3HPS (1) Standard 18 Month Parts and Labor Warranty (1) Optional 5 Year Compressor Warranty, .5-1HP (1) Standard 18 Month Parts and Labor Warranty (1) Standard 15 year Walk-in Panel Warranty	$45,598.95	$45,598.95
			ITEM TOTAL:	**$45,598.95**
frt	2 ea	**INBOUND/OUTBOUND FREIGHT** FREIGHT Model No. FRTDLV Inbound freight - per unit***	$1,264.21	$2,528.42
			ITEM TOTAL:	**$2,528.42**

Item	Qty	Description	Sell	Sell Total
INS	1 ea	**INSTALLATION** Major Appliance Service Model No. 82091 -1 Quote to receive/consolidate, uncrate/prep/peel, deliver to site and install (1) 15'x10' combination walk-in cooler/freezer with (2) refrigeration system. Major to build boxes, hang/mount evaporators/provide and run condensation drains (heated in freezer), provide crane and set compressors on roof (remote only), provide and run refrigeration line sets max 50', charge/balance/and start-up refrigeration systems (remote). Quote assumes linesets and communication wire to be run on the exterior of building to roof. No decorative lineset covering included in quote. Included at no additional cost is the removal and off site disposal of existing walk-in cooler and ceiling mounted compressor. Also included is the removal and EPA disposal of existing 2-Door reach-in BevAir reach-in freezer. Quote to assume; -All electrical, including inter-wiring and light installation by others. -Major to pipe drainlines to exterior outside of boxes near exit to courtyard. Major to provide and pipe additional condensate pump system to 3-comp sink adds additional (shown below) to quoted number. Only manufacturers limited (1) yr warranty applies to condensate pump system. -All demolition and removal of fencing/desks/shelving/etc to be by others. -Roof racks to be provided by others. Floating roof rack can be supplied by Major for additional (shown below). No roof work included. -No additional accommodations for A2L regulation included.		
	1 ea	REMOTE REF Remote Refrigeration Option	$13,157.89	$13,157.89
	1 ea	COND PUMP TO 3COMP Provide and pipe additional condensation pump system to 3-comp sink	$1,315.79	<Optional>
	1 ea	FLOATING ROOF RACK Supply floating roof rack	$947.37	<Optional>
			ITEM TOTAL:	**$13,157.89**

Item	Qty	Description	Sell	Sell Total
		SCOPE OF WORK: UNLESS STATED ABOVE, CHANGES TO ELECTRICAL SERVICE AND STRUCTURAL PLUMBING TO BE RESPONSIBILITY OF OTHERS. **ANSUL SERVICES NOT INCLUDED** **STORAGE: IF CONSOLIDATION IS INCLUDED IN QUOTE ANY ITEMS WAREHOUSED FOR MORE THAN 60 DAYS WILL BE SUBJECT TO ADDITIONAL FEES** **PERMITS & FEES: ALL PERMITS AND CORRESPONDING FEES ARE THE RESPONSIBILITY OF OTHERS** **DISPOSAL:: DISPOSAL OF ALL JOB SIGHT CRATING MATERIAL TO BE BY THE CUSTOMER. SIGHT REMOVAL AND DISPOSAL OF EQUIPMENT TO BE** **RESPONSIBILITY OF THE CUSTOMER UNLESS OTHERWISE STATED ABOVE.** **TAXES: ANY DIRECT OR EXCISE TAX IMPOSED ON THIS TRANSACTION SHALL BE PAID BY THE BUYER.** **TERMS & WARRANTY:** **UNLESS OTHERWISE STATE ABOVE, THIS QUOTE IS BASED UPON NORMAL WORKING HOURS. QUOTE IS BASED UPON VISIBLE CONDITION AT THE** **TIME OF THE INSPECTIONS. AT TIMES THERE ARE HIDDEN CONDITIONS WHICH IMPEDES OUR ABILITY TO COMPLETE AS ANTICIPATED. WE** **RESERVE THE OPTION TO PASS THE COST OF THESE CONDITIONS ON TO THE BUYER. SELLER WARRANTS TO BUYER THAT THE SERVICE ABOVE** **SHALL BE FREE OF DEFECTS IN WORKMANSHIPS, UNDER NORMAL USE, FOR A PERIOD NOT EXCEEDING 90 DAYS.** **ANY SERVICE COVERED UNDER THIS WARRANTY WILL BE AT SELLERS OPTION TO BE REPAIRED OR REPLACED. SELLER MAY, AT HIS OPTION,** **GRANT BUYER A CREDIT FOR THE PURCHASE PRICE OF THE SERVICE. THE FOREGOING REPRESENTS BUYER'S SOLE AND EXCLUSIVE REMEDY IN** **THE EVENT OF A BREACH OF WARRANTY.** **SELLER MAKES NO WARRANTY, EXPRESSED OR IMPLIED, OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF ANY OTHER NATURE, WITH RESPECT TO** **THE SERVICES PROVIDED BY THE SELLER, EXPECT AS SPECIFIED ABOVE. IT IS EXPRESSLY UNDERSTOOD THAT SELLER SHALL NOT BE LIABLE TO** **BUYERS, FOR DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR FOR ANY EXPENSE INCURRED OR MISUSE BY BUYER OF SOLD** **PRODUCTS AND SERVICES.**		
			Total	$61,285.26

A. PRICING EXPIRATION

The prices in this proposal expire **30** days after the date of the proposal with no exceptions. Known or unknown tariff costs may not be included in the pricing on this proposal and are the responsibility of the purchaser.
Quote does not include freight or Delivery/Set in Place unless noted. No accessories are included unless noted.

B. GOVERNMENT IMPOSED TARIFFS

Prices may not reflect applicable tariffs. Any increase in costs resulting from tariffs shall be added to the total price included in this Quote and shall be payable by customer. In addition, TriMark reserves the right to make corrections or adjustments to quoted prices due to cost increases, market fluctuations, supply chain disruptions, third party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control.

C. STANDARD PAYMENT TERMS

Will be agreed prior to order placement.

D. RELEASE OF ORDERS

Orders will not be released by Trimark for shipment if payment has not been received per the agreed terms or within 10 days prior to the projected delivery date.

E. CUSTOM ITEM PRODUCTION

Certain fabricated items may not be placed in production until field measurements have been confirmed and signed off on by the customer.

F. JOB SITE READINESS

If the job site is not ready at the time of the initial scheduled delivery, re-delivery and/or storage charges will apply

G. EQUIPMENT INSTALLATION (If quoted):

INCLUDED SERVICES:

Warehouse, deliver to the work site, uncrate, move to assigned locations, assemble, set-in-place, and make ready for final hook-ups (final hook-ups by others). Installation services are limited to items supplied by Trimark.

NOT INCLUDED UNLESS SPECIFICALLY NOTED OTHERWISE:

Our installation proposal does not include any plumbing, electrical, carpentry, HVAC, rough in or final connection services.

The following to updates to Trimark's Terms Conditions are herein added for this order and supersede any existing/conflicting language.

This proposal 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. TriMark 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 TriMark 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 Terms of Sale as it currently exists or as it may be modified or amended in the future.

The parties agree that the following language is deleted from the Trimark Terms and Conditions for the purposes of this order:

“The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.”

PRICE ADJUSTMENTS

Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark's control. TriMark will use commercially reasonable efforts to hold pricing for (7) seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.

TRIMARK RETURN POLICY

All returns must be unused, undamaged and in their original packaging. All returns are subject to inspection. If a returned item is not in its original packaging, the customer will be responsible for the repackaging cost. If a returned item is damaged or cannot be sold as new, partial or no credit will be provided based on the condition of the item(s). Please contact your TriMark representative to initiate a return.

Custom fabricated and made-to-order items are non-cancellable and non-returnable unless the return is due to TriMark's mistake. This includes any product that has custom configurations or accessories.

Stock Supplies and Equipment can be returned within 30 days of delivery for a refund of the selling price and any taxes paid. Return freight charges are the responsibility of the customer.

Non-Stock, non-custom Supplies and Equipment may be returned to the OEM subject to their return policy for a refund of the selling price plus any taxes paid. The customer is responsible for return freight charges and a minimum 30% restocking fee.

TRIMARK TERMS AND CONDITIONS OF SALE

This Quote shall be subject to TriMark's Terms of Sale (http://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf), which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Acceptance: _____ Date: _____

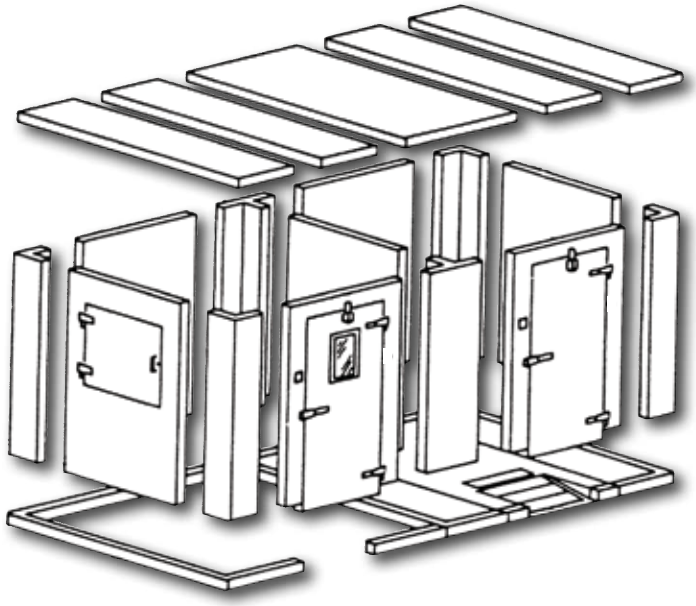
Printed Name: _____

Project Grand Total: $61,285.26

FINELINE™

Custom Walk-In Coolers & Freezers

Condensed Specifications For Architects & Consultants



STANDARD FEATURES

- Coolers, freezers and combination cooler/freezers
- Modular panel construction for easy installation, expansion and relocation
- 26 gauge corrosion resistant stucco embossed coated steel
- .100 smooth aluminum interior floor (on models with floor)
- Floorless models provided with NSF approved vinyl sealers, foamed-in-place screeds or female bottom rails
- Full 4" or 5" thick panels foamed-in-place with HFO polyurethane insulation which is HFC free
- Zero ozone depletion
- Doors equipped with heavy duty polished chrome hardware
- Heavy duty, extruded, anodized aluminum load bearing door frame jamb
- Deadbolt locking handle with independent key/padlock feature and inside safety release
- High output low profile LED light positioned above the door to prevent interference with shelving or product
- Magnetic door gaskets and spring actuated door closer
- Heated pressure relief port on all freezers
- Indoor and outdoor roof and ceiling support systems
- Fifteen year panel warranty

OPTIONS & ACCESSORIES*

- ❑ Selection of interior and exterior surfaces and finishes
- ❑ Various door styles and sizes
- ❑ Wide range of computer sized and balanced refrigeration systems
- ❑ Indoor and outdoor roof and ceiling support systems
- ❑ Interior and exterior door kickplates
- ❑ Cooler and freezer door viewports
- ❑ Interior and exterior ramps
- ❑ Bumper rails, trim strips and closure panels
- ❑ Various security alarm systems
- ❑ Extra lights and special switches
- ❑ LED lighting
- ❑ Shelving (free-standing)
- ❑ Special floor underlayments and topside plating

APPROVALS

- NSF listed
- UL classified for flame spread
- UL electrical approved door section
- UL NCKL listed certifying compliant walk-ins are ignition protected
- City of Houston approved
- Oregon State approved
- State of Wisconsin Building Product approved
- USDA accepted
- Miami-Dade County, Florida Approval No. 19-0911.03, Exp. 05/10/2023 (Consult factory for requirements)
- State of Florida Product Approval File No. FL28473-R1 (Consult factory for requirements)

* Most options are available two weeks from receipt of order. Please contact us for specific questions.

891 County Road U • Hudson, WI 54016 • 800-955-5253 • norlake.com

SPECIFICATIONS

1.0 GENERAL

1.1 Walk-in coolers and freezers to consist of precision constructed modular 4" or 5" thick rigid polyurethane foamed-in-place interchangeable panels. Panels are designed for easy installation, expansion and relocation.

1.2 Panels shall be prefabricated modular construction consisting of 100% foamed-in-place polyurethane insulation, bonded by an adhesive to the interior and the exterior metal pan skins and heat cured for life long stability.

1.3 Each wall panel skin is to be formed using a double 90° bend on each edge to add strength and rigidity. Panels are to be in 6 inch increments, with a minimum width of 12 inches.

1.4 All panels are to bear the UL and NSF label. The panels shall incorporate cam lock type fasteners with reverse wing structural support as joining devices for the adjacent tongue and groove panels. Each device is to consist of a cam action locking arm and a steel rod in adjoining panel so that by rotating the locking arm, the hook engages over the rod and the cam action draws the panel together. The resulting panel joints shall be sealed by a foamed-in-place, continuous one piece gasket.

1.5 Panel joints are to be precisely formed male and female tongue and groove shapes fabricated to force the male edge to contact the female edge, providing additional seal. The panel joint shall have a gasket which provides a positive seal that meets NSF standards. Gasket shall be “locked” to the skins and run in a continuous piece, completely around the panel with only one break to provide the optimal seal.

2.0 INSULATION

2.1 Insulation shall be a full 4 inches or 5 inches thick, UL Class 1 rigid foamed-in-place HFO polyurethane with a minimum 2.15 lbs/cubic foot density. Foam polyurethane shall be injected into the panels by means of a high output, high impingement mixer.

2.2 The R-values for 4" HFO panels are:

Cooler:	
Walls/Ceilings	R-value 25
Doors	R-value 25
Freezer:	
Walls/Ceilings	R-value 32
Doors	R-value 32
Floors	R-value 28

2.3 Insulation shall be 90% closed cell structure. Flame spread rating of the foam core according to ASTM E-84/UL 723 shall be 25 or less.

2.4 The use of an HFC blowing agent is specifically prohibited.

3.0 FLOOR STYLES

3.1 Less floor 4" wall walk-ins shall be supplied with PVC extruded floor sealers with semi-flexible edges, which seal to floor without the use of exposed fasteners. Sealer shall encase the wall panel on both interior and exterior surfaces with a flexible rubber collar a minimum of 3" high from finished building floor. Sealer shall meet NSF requirements for floor cove molding. Additional less floor options include female bottom rail walls for 4" and 5" thick walk-ins and various height foam sealers for 4" thick walk-ins. Consult factory for detailed specifications.

3.2 With floor walk-ins shall be a full 4 inches thick with one piece foamed-in-place edge caps. Edge caps include metal formed adhesion edges which result in the edge caps being a foamed integrated member of the floor panels. Glued-in-place edge caps are not acceptable. Floor panels shall be designed to withstand uniformly distributed loads of 800 pounds per square foot. The joint between the floor and wall shall form a NSF approved 45° angle to allow for easy cleaning.

4.0 CEILING PANELS

4.1 Ceiling panels shall be a full 4 inches or 5 inches thick with one piece foamed-in-place edge caps. Edge caps include metal formed adhesion edges which result in the edge caps being a foamed integrated member of the ceiling panels. Glued-in-place edge caps are not acceptable.

4.2 Metal face skins are to incorporate seams using a double 90° bend at a maximum width of two feet for additional strength. The joint between the ceiling and wall shall form a 45° angle to allow for easy cleaning.

5.0 FINISHES

5.1 The interior and exterior walls and interior ceiling shall be supplied with 26 gauge corrosion resistant stucco embossed coated steel. The interior floor surface (when applicable) shall be .100 smooth aluminum. Other finisheds are available.

6.0 DOOR CONSTRUCTION

6.1 Entrance door shall be in fitting, flush design. The door section shall provide a full 4 inches or 5 inches of polyurethane HFO insulation, construction and finish shall be the same as the adjoining wall panels.

SPECIFICATIONS

6.2 The door shall be 4 inches thick, constructed to incorporate heavy duty, molded ABS breaker strip, which is permanently foamed-in-place. Bottom of door shall seal with double sweep gaskets, uniquely designed to provide complete seal between door, threshold, and door jamb.

6.3 Door jamb to be a fully coved, extruded, welded, structural anodized aluminum, rigid frame design for easy cleaning and maintenance.

6.4 Threshold plate provided shall be constructed of fiberglass reinforced plastic (FRP) or extruded aluminum for bearing strength. All doors shall have an anti-sweat heater wire around the entire perimeter of the door opening and under threshold.

6.5 The heater wire (standard in both coolers and freezers) shall provide enough heat to prevent condensation. All conduit for the inner-wiring of the door panel shall be totally concealed in the polyurethane foam panel, exposed conduit is not acceptable.

6.6 Door section to be field wired to surface mounted junction box on the interior door panel. The door size, location and swing to be as indicated in Specifications Drawings.

6.7 Door hardware shall be highly polished chromium plated steel. Hardware shall include a spring actuated door closer, field adjustable cam lift hinges, one spring hinge & deadbolt locking handle with independent key/padlock feature and inside safety release. All hardware shall be attached to extra large 1/2 inch thick, nonconducting synthetic tapping plates.

6.8 Digital thermometer calibrated to indicate interior walk-in temperature shall be provided with each entrance door.

6.9 High output low profile LED light with approximately twice the light output of a standard 60W incandescent or 13-15W CFL, guaranteed for 5 years or 35,000 hours. Light is positioned above the door to prevent interference with shelving or product. Locate light switch with pilot light adjacent to door, on exterior handle side of door section, with all inner wiring in conduit concealed inside the door section and terminated at a surface mounted junction box on the interior door frame. Fixture shall operate on 120 VAC.

7.0 INSTALLATION AND MAINTENANCE

7.1 Included with each walk-in shipment is a complete set of installation instructions covering all phases of panel erection, accessories, and maintenance procedures.

8.0 APPROVALS

8.1 Walk-in construction is approved by NSF International and shall have the NSF seal on the door section.

8.2 Walk-in panels shall have foam cores with a UL flame spread rating of 25.

8.3 The door section shall be UL approved as an electrically approved assembly.

8.4 City of Houston approved, Oregon State approved, State of Wisconsin Building Product approved, USDA accepted.

8.5 UL NCKL listed certifying compliant walk-ins are ignition protected.

9.0 WARRANTIES

9.1 Manufacturer shall provide a written warranty to the owner stating the product is free from defects or workmanship under normal use and service. Warranty shall become effective following the acceptance date and cover the insulated panels for a period of fifteen years and parts for a period of 18 months.

10.0 QUALITY ASSURANCE

10.1 To insure the finest quality in material and workmanship the above specifications shall be held in full compliance. Please specify the walk-in cooler or freezer is to be as manufactured by Norlake, Incorporated.

11.0 SITE CONDITIONS

11.1 To assure proper operation, site conditions should be controlled. The walk-in product should be in a well ventilated location. Indoor ambient conditions should be controlled, relative humidity between 30%-60% and maintaining a dew point of 50°F (or less).

Dedicated medium temp condensing units meet the DOE requirement of a minimum AWEF rating of 5.61 (Btu/W-h) for indoor models and 7.6 for outdoor models.

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E1MCK060A-MA
EVAPORATOR UNIT



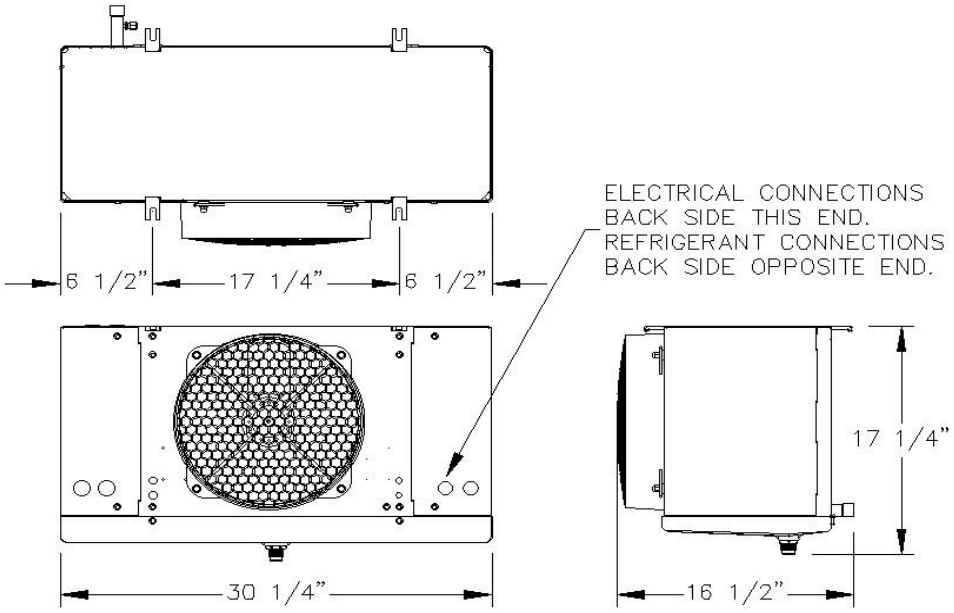
Note: Pictures are for illustration only, and may not reflect the listed model.

GENERAL						
REFRIGERANT	**VOLTAGE**	**EVAPORATOR MODEL**	**DEFROST SCHEME**	**CONTROLLER**	**AWEF**	**LISTINGS**
R-454C	115/60/1	KLP106MA-S1E	AIR	LogiTemp™	9	UL/CUL

BTUH CAPACITY (At Saturated Suction Temperature (SST) with 10^0 TD)							
-30	**-20**	**-10**	**20**	**25**	**30**	**35**	**45**
-	-	-	-	5,910	6,005	6,099	6,289

DIMENSIONAL DATA				INSTALLATION			
OVERALL (inches)				**CONNECTIONS**		**REFRIGERANT**	**AIM Act Compliant**
L	**W**	**H**	**WT (lbs)**	**LIQUID**	**SUCTION**	**TYPE**	**Evaporator Unit**
30.25	16.5	17.25	47	3/8	1/2	R-454C	

EVAPORATOR ELECTRICAL DATA				EXPANSION VALVE		DISTRIBUTOR NOZZLE/ORIFICE	
FAN	**FAN**	**DEFROST AMPS**		**TXV/EEV**			
QUANTITY	**AMPS**	**1 PHASE**	**3 PHASE**	**PART NUMBER**	**MODEL NUMBER**	**PART NUMBER**	**TYPE**
1	1.0	N/A	N/A	19-14658	SER-6	-	-



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Date published: 06/27/2025

MSLA017MC
CONDENSING UNIT





Note: Pictures are for illustration only, and may not reflect the listed model.

MADE IN

GENERAL						
REFRIGERANT	**VOLTAGE**	**COMPRESSOR TYPE**	**COMPRESSOR MODEL**	**HP**	**AWEF**	**LISTINGS**
R-454A	208-230/60/3	Scroll	YF06KAE-TF5	1.75	2.95	UL/CUL

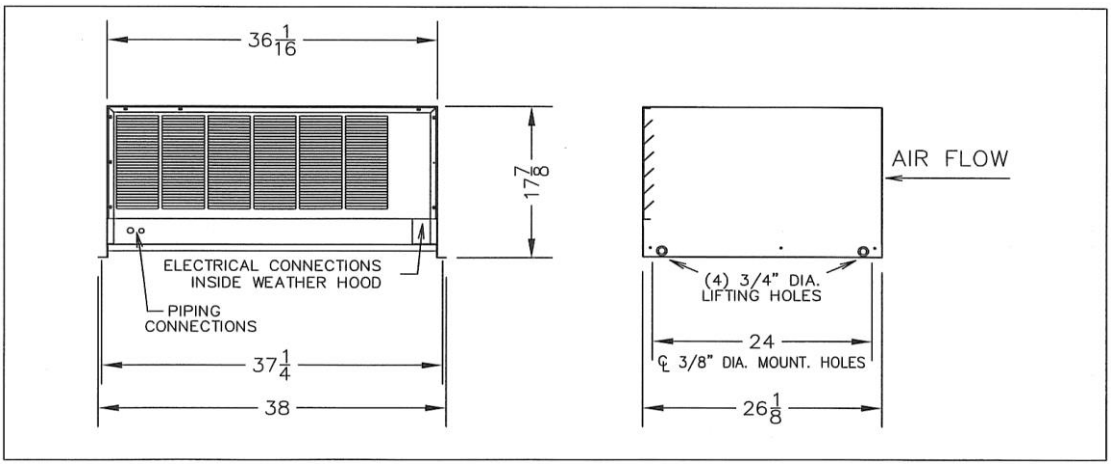
BTUH CAPACITY (At Saturated Suction Temperature (SST) and 90^0 Ambient at Condenser)							
-30	**-20**	**-10**	**20**	**25**	**30**	**35**	**45**
5,280	6,797	8,640	-	-	-	-	-

BTUH CAPACITY (At Saturated Suction Temperature (SST) and 100^0 Ambient at Condenser)							
-30	**-20**	**-10**	**20**	**25**	**30**	**35**	**45**
4,541	6,049	7,690	-	-	-	-	-

DIMENSIONAL DATA					
OVERALL (to nearest inch)					
L	**W**	**H**	**WT (lbs)**	**BASE SIZE**	**BASE/HOOD**
38	27	18	240	M2	021M

INSTALLATION					
	RECEIVER TANK (lbs)	**CONNECTIONS**			**ESTIMATED TOTAL**
REFRIGERANT	**90%/90˚F**	**LIQUID**	**SUCTION**		**HEAT REJECTION (BTUH)**
R-454A	10.1	3/8	7/8		12,224

ELECTRICAL								
MCA	**MOP**	**COMP VOLTS**	**COMP PHASE**	**COMP HZ**	**COMP RLA**	**COMP LRA**	**OTHER LOAD DATA**	
16.1	20	208-230	3	60	7.4	58		
FAN PHASE	**FAN HZ**	**FAN FLA**	**FAN HP**	**FAN QUANTITY**	**MAX EVAP FAN AMPS**	**MAX EVAP DEF HEATER AMPS**	**VOLTS**	208-230
							PHASE	1
1	60	0.67	1/20	2	5	10.0	**AMPS**	0.5



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Date published: 06/27/2025

MSMC010MC
CONDENSING UNIT





Note: Pictures are for illustration only, and may not reflect the listed model.

MADE IN

GENERAL						
REFRIGERANT	**VOLTAGE**	**COMPRESSOR TYPE**	**COMPRESSOR MODEL**	**HP**	**AWEF**	**LISTINGS**
R-454C	208-230/60/3	Scroll	YB07KAE-TF5	1	7.6	UL/CUL

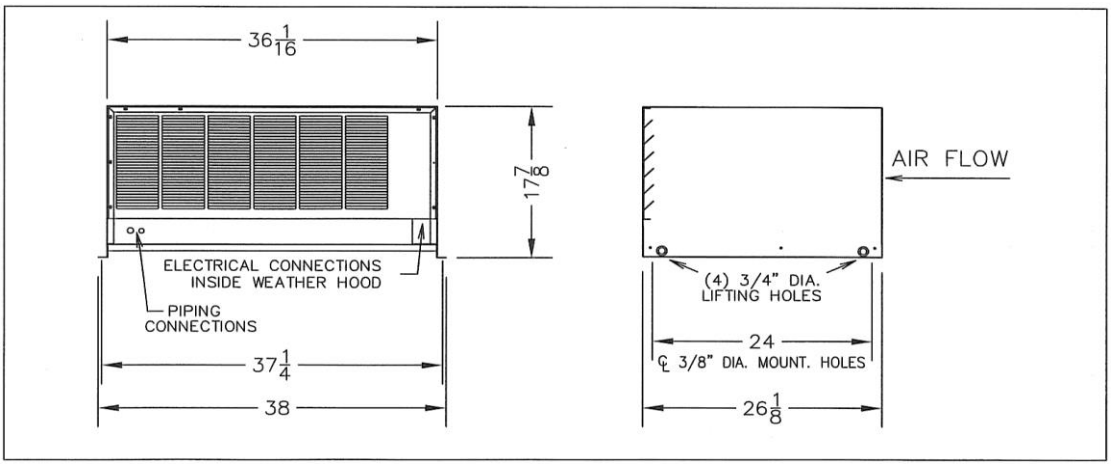
BTUH CAPACITY (At Saturated Suction Temperature (SST) and 90^0 Ambient at Condenser)							
-30	**-20**	**-10**	**20**	**25**	**30**	**35**	**45**
-	-	-	7,299	8,102	8,969	9,901	-

BTUH CAPACITY (At Saturated Suction Temperature (SST) and 100^0 Ambient at Condenser)							
-30	**-20**	**-10**	**20**	**25**	**30**	**35**	**45**
-	-	-	6,715	7,454	8,251	9,109	-

DIMENSIONAL DATA					
OVERALL (to nearest inch)					
L	**W**	**H**	**WT (lbs)**	**BASE SIZE**	**BASE/HOOD**
38	27	18	240	M2	021M

INSTALLATION					
	RECEIVER TANK (lbs)	**CONNECTIONS**			**ESTIMATED TOTAL**
REFRIGERANT	**90%/90˚F**	**LIQUID**	**SUCTION**		**HEAT REJECTION (BTUH)**
R-454C	10.1	3/8	7/8		10,284

ELECTRICAL								
MCA	**MOP**	**COMP VOLTS**	**COMP PHASE**	**COMP HZ**	**COMP RLA**	**COMP LRA**	**OTHER LOAD DATA**	
11.7	15	208-230	3	60	4.7	37.8		
FAN PHASE	**FAN HZ**	**FAN FLA**	**FAN HP**	**FAN QUANTITY**	**MAX EVAP FAN AMPS**	**MAX EVAP DEF HEATER AMPS**	**VOLTS**	208-230
							PHASE	1
1	60	0.67	1/20	2	4	15.0	**AMPS**	0.5



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Date published: 06/27/2025

Quote

04/03/2026

Project:
Sourcewell - Lincoln Hall Middle School

From:
TriMark Marlinn LLC
Anthony Schittino
6100 W 73rd Street
Bedford Park, IL 60638
708-496-1700
001f400000CvFdhAAF

Job Reference Number: 00511814

Prices may not reflect applicable tariffs. Any increase in costs resulting from tariffs shall be added to the total price included in this Quote and shall be payable by customer. In addition, TriMark reserves the right to make corrections or adjustments to quoted prices due to cost increases, market fluctuations, supply chain disruptions, third party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control.

This Pricing is in accordance with the Sourcewell Contract #063022-SES-FoodserviceEquipment and Supplies

Lincolnwood SD74 Sourcewell Account #15775

Item	Qty	Description	Sell	Sell Total
1 	1 ea	**OPEN DISPLAY MERCHANDISER** Beverage Air Model No. VMHCSL-18-1-W Vuemax Series Slim Open-Air Merchandiser, 47-7/16"W x 24-3/8"D x 83-1/2" H, 12.7 cu. ft. capacity, tempered thermal glass sides, (5) shelves, price tag molding, night curtain, 36° F - 40° F operating temperatures, LED interior lighting, maintenance-free condenser, automatic defrost, R290 Hydrocarbon refrigerant, painted steel interior, white vinyl wrapped exterior, (2) 1/3 HP, cETLus, ETL-Sanitation	$9,711.21	$9,711.21
	1 ea	3 Year Parts/Labor warranty. 5 year compressor warranty (excludes maintenance items)		
	1 ea	115v/60/1-ph, 12 amps, NEMA 5-20P		
			ITEM TOTAL:	**$9,711.21**

Item	Qty	Description	Sell	Sell Total
3	5 ea	**WIRE SHELVING** Metro Model No. 3060NK3 Super Erecta® Super Wide™ Shelf, wire, 60"W x 30"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	$112.18	$560.90
	4 ea	74PK3 Quick Ship - Super Erecta® SiteSelect™ Post, 74-1/2"H, adjustable leveling bolt, posts are grooved at 1" increments & numbered at 2" increments, double grooved every 8", Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection	$19.43	$77.72
			ITEM TOTAL:	**$638.62**
4	1 ea	**CART, UTILITY/BUSSING** New Age Model No. NS745 Bussing Cart, open design, (3) solid shelves, shelf size approximately 18-1/2" x 28-3/4", 13" spacing, all welded aluminum construction, aluminum tubular frame with push handle, 350 lbs. capacity, (4) 5" stem casters, (2) swivel & (2) with brakes, NSF, Made in USA, (standard factory lead time)	$511.98	$511.98
	1 ea	Lifetime warranty against rust & corrosion, 5 year workmanship and material defects warranty, standard		
			ITEM TOTAL:	**$511.98**
FREEZER	12 ea	**WIRE SHELVING** Metro Model No. 2436NK3 Quick Ship - Super Erecta® Shelf, wire, 36"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	$56.70	$680.40
	4 ea	2442NK3 Quick Ship - Super Erecta® Shelf, wire, 42"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	$69.30	$277.20
	8 ea	2448NK3 Quick Ship - Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	$69.30	$554.40
	20 ea	72CPK3 Super Erecta® Post, special cut length, 72-3/8"H, for stationary use, includes: post cap & leveling bolt, Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection®	$24.68	$493.60
	16 ea	9995Z Quick Ship - Super Erecta® "S"Hook, zinc	$2.28	$36.48
			ITEM TOTAL:	**$2,042.08**

Item	Qty	Description	Sell	Sell Total
COOLER	12 ea	**WIRE SHELVING** Metro Model No. 2436NK3 Quick Ship - Super Erecta® Shelf, wire, 36"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	$56.70	$680.40
	4 ea	2442NK3 Quick Ship - Super Erecta® Shelf, wire, 42"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	$69.30	$277.20
	8 ea	2448NK3 Quick Ship - Super Erecta® Shelf, wire, 48"W x 24"D, Metroseal™ Green epoxy-coated corrosion-resistant finish with Microban® antimicrobial protection, plastic split sleeves are included in each carton, NSF	$69.30	$554.40
	20 ea	72CPK3 Super Erecta® Post, special cut length, 72-3/8"H, for stationary use, includes: post cap & leveling bolt, Metroseal 3 Green epoxy coated corrosion-resistant finish with Microban® antimicrobial protection®	$24.68	$493.60
	16 ea	9995Z Quick Ship - Super Erecta® "S"Hook, zinc	$2.28	$36.48
			ITEM TOTAL:	**$2,042.08**
FRT	1 ea	**INBOUND/OUTBOUND FREIGHT** FREIGHT Model No. FRTDLV TBD and added - based on final order	$376.03	$376.03
			ITEM TOTAL:	**$376.03**
DLV	1 ea	**DELIVERY** TriMark Model No. DLVSIP Deliver and set in place. Shelving assembly is not included	$300.00	$300.00
			ITEM TOTAL:	**$300.00**

Merchandise	$15,622.00
Freight	$221.81
Total	$15,843.81

A. PRICING EXPIRATION
The prices in this proposal expire 30 days after the date of the proposal with no exceptions. Known or unknown tariff costs may not be included in the pricing on this proposal and are the responsibility of the purchaser.
Quote does not include freight or Delivery/Set in Place unless noted. No accessories are included unless noted.
B. GOVERNMENT IMPOSED TARIFFS

Prices may not reflect applicable tariffs. Any increase in costs resulting from tariffs shall be added to the total price included in this Quote and shall be payable by customer. In addition, TriMark reserves the right to make corrections or adjustments to quoted prices due to cost increases, market fluctuations, supply chain disruptions, third party supplier changes in cost, general contractor delays, or any other factors outside of TriMark's control.

C. STANDARD PAYMENT TERMS

Will be agreed prior to order placement.

D. RELEASE OF ORDERS

Orders will not be released by Trimark for shipment if payment has not been received per the agreed terms or within 10 days prior to the projected delivery date.

E. CUSTOM ITEM PRODUCTION

Certain fabricated items may not be placed in production until field measurements have been confirmed and signed off on by the customer.

F. JOB SITE READINESS

If the job site is not ready at the time of the initial scheduled delivery, re-delivery and/or storage charges will apply

G. EQUIPMENT INSTALLATION (If quoted):

INCLUDED SERVICES:

Warehouse, deliver to the work site, uncrate, move to assigned locations, assemble, set-in-place, and make ready for final hook-ups (final hook-ups by others). Installation services are limited to items supplied by Trimark.

NOT INCLUDED UNLESS SPECIFICALLY NOTED OTHERWISE:

Our installation proposal does not include any plumbing, electrical, carpentry, HVAC, rough in or final connection services.

The following to updates to Trimark's Terms Conditions are herein added for this order and supersede any existing/conflicting language.

This proposal 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. TriMark 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 TriMark 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 Terms of Sale as it currently exists or as it may be modified or amended in the future.

The parties agree that the following language is deleted from the Trimark Terms and Conditions for the purposes of this order:

"The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law."

NO INFO ON THIS PAGE - JUST NEED INITIALS

PRICE ADJUSTMENTS

Prices may not reflect applicable tariffs, duties, import fees, taxes, or other governmental charges. TriMark reserves the right to correct or adjust quoted prices at any time due to tariffs, market fluctuations, supply chain disruptions, third-party supplier cost changes, general contractor delays, or any other factors outside of TriMark's control. TriMark will use commercially reasonable efforts to hold pricing for (7) seven calendar days from the date of the quote; however, all pricing remains subject to correction or adjustment as set forth above, including during the seven-day hold period.

TRIMARK RETURN POLICY

All returns must be unused, undamaged and in their original packaging. All returns are subject to inspection. If a returned item is not in its original packaging, the customer will be responsible for the repackaging cost. If a returned item is damaged or cannot be sold as new, partial or no credit will be provided based on the condition of the item(s). Please contact your TriMark representative to initiate a return.

Custom fabricated and made-to-order items are non-cancellable and non-returnable unless the return is due to TriMark's mistake. This includes any product that has custom configurations or accessories.

Stock Supplies and Equipment can be returned within 30 days of delivery for a refund of the selling price and any taxes paid. Return freight charges are the responsibility of the customer.

Non-Stock, non-custom Supplies and Equipment may be returned to the OEM subject to their return policy for a refund of the selling price plus any taxes paid. The customer is responsible for return freight charges and a minimum 30% restocking fee.

TRIMARK TERMS AND CONDITIONS OF SALE

This Quote shall be subject to TriMark's Terms of Sale (http://www.trimarkusa.com/SiteMedia/SiteResources/Terms/TriMark-Terms-and-Conditions-of-Sale.pdf), which are incorporated herein by reference and shall govern. The parties specifically agree that no signature shall be required in order for this Quote or its applicable terms and conditions to be deemed legally binding and enforceable on Customer where the intent to be so bound can be inferred (including by acceptance or retention of products or services), notwithstanding contrary requirements under any law.

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: $15,843.81

BEVERAGE-AIR

PROJECT: _____

ITEM # _____ QTY: _____

MODEL # _____

AIA # _____ SIS # _____

APPROVED: _____

VUEMAX™ OPEN-AIR MERCHANDISER

VUEMAX™ OPEN-AIR MERCHANDISER

Model: VMHCSL-18-1-W

SLIM MODEL / WHITE EXTERIOR



3 Year Parts/Labor Warranty
5 Year Compressor Warranty

CABINET CONSTRUCTION

- White vinyl wrapped exterior
- Interior is painted steel for easy cleaning
- Electronic temperature control
- LowE double-pane glass tempered thermal sides
- Foamed in place CFC free polyurethane insulation enhances the structural strength of the cabinet and helps increase energy efficiency
- Shelves included can be installed in 2 positions for display flexibility
- Price tag molding
- Night curtain comes standard and helps save energy and maintain cabinet temperature
- Intended for use in rooms having ambient condition or 75°F/55% humidity
- LED lighting standard
- Certified for bottled beverages and packaged food product
- 6” Adjustable legs

OPTIONS & ACCESSORIES

- Front display merchandiser
- WonderBar/peg bar merchandiser
- 3” Casters
- 5” Casters
- Security cage with lock

REFRIGERATION SYSTEM

- Uses environmentally friendly, energy efficient R290 refrigerant, and meets all regulatory requirements for CARB, SNAP, DOE & more
- Maintenance free condenser slides out for easy service
- Automatic defrost
- Maintains product temperature between 36°F and 40°F

3779 Champion Blvd., Winston-Salem, NC 27105
888-845-9800 Fax: 336-245-6453
Beverage-Air.com Sales@bevair.com

Please verify qualifying units by visiting:
www.energystar.gov/cfs

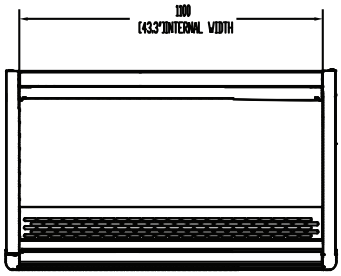
Specifications are subject to change without prior notice.
Date Issued 8/25 Printed in U.S.A.

BEVERAGE-AIR

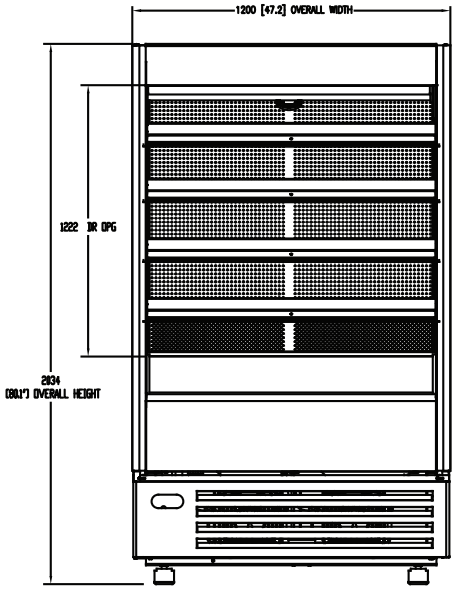
VUEMAX™ OPEN-AIR MERCHANDISER

Model: VMHCSL-18-1-W

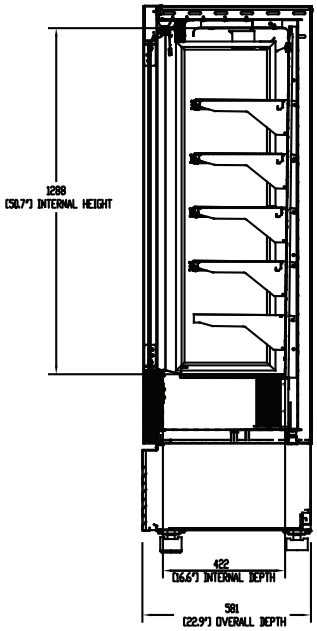
PLAN VIEW



ELEVATION VIEW



SIDE VIEW



EXTERNAL DIMENSIONAL DATA	
Width Overall (in)	47 1/16”
Depth Overall (in)	24 9/32”
Height Overall (in)	83 1/2”
INTERNAL DIMENSIONAL DATA	
NET Capacity (cubic ft).	23
Internal Width Useable (in)	43 5/32”
Internal Depth Overall (in)	22 25/32”
Internal Height Overall (in)	50 3/4”
Number of Shelves	5
Shelves Depth	12”
Shelves Width	42 1/5”

We reserve the right to change specifications and product design without notice. Such revisions do not entitle the buyer to corresponding changes, improvements, additions or replacements for previously purchased equipment. Dimensional tolerances +/- 1/4”. Metric dimensions (MM).

ELECTRICAL DATA	
Full Load Amps	12
Voltage	120/60/1
Nema Plug (8’ cord)	5-20P
REFRIGERATION DATA	
Horsepower	120/60/1
Capacity (BTU/Hr)	5400
Heat Rejection (BTU/Hr)	8250
Charge (lbs/grams/ounces)	0.5732 / 260 / 9.2
SHIPPING DATA	
Gross Weight - Crated	500 lbs.
Height - Crated (in)	83”
Width - Crated (in)	50”
Depth - Crated (in)	27”

ELECTRICAL CONNECTION



120/60/1
NEMA 5-20P

Unit pre-wired at factory and include 8’ long cord and plug set.

3779 Champion Blvd., Winston-Salem, NC 27105 | 888-845-9800 | Fax: 336-245-6453 | Beverage-Air.com | Sales@bevair.com

Date Issued 8/25 | Printed in U.S.A.

METRO®

We put space to work.

Item # _____

Job _____

Super Erecta® Shelf
Wire Shelving

NSF

- **Unique Design:** The open wire design of these shelves minimizes dust accumulation and allows free circulation of air, greater visibility of stored items and greater light penetration.
- **Durable Construction:** Super Erecta shelves and posts are constructed of heavy-gauge carbon steel or Type 304 stainless steel.
- **Choice of Finishes:** Super Erecta Brite™ and chrome-plated for dry storage; Metroseal™ Epoxy (green or gray), and Type 304 stainless steel for corrosive environments; and attractive epoxy color options for merchandising applications.
- **Metroseal:** Proprietary rust-resistant finish is a durable epoxy coating over a protective zinc substrate. Metroseal contains Microban® antimicrobial product protection which continuously fights the growth of bacteria, mold, and mildew that cause stains and odors. 12-year limited warranty against rust and corrosion.
- **Versatile:** Super Erecta® Shelf wire shelving can adapt to your changing needs. By using various accessories, hundreds of shelving configurations become possible.
- **Fast, Secure Assembly:** SiteSelect® Posts have a double groove visual guide feature every 8" (203mm), circular grooves at 1" (25mm) increments, and are numbered at 2" (50mm) intervals. A patented, tapered split sleeve snaps together around each post. Tapered openings in the shelf corners slide over the tapered split sleeves providing a positive lock. Shelf is assembled in minutes without the use of any special tools.
- **Adjustability:** Shelves can be adjusted at 1" (25mm) intervals along the entire length of the post.
- **Shelf Ribs:** Run front to back, allowing you to slide items on and off shelves smoothly.
- **Shelf Accessibility:** Shelves can be loaded/unloaded easily from all sides This open construction allows maximum use of storage cube.
- **Adjustable Feet:** Bolt levelers compensate for surface irregularities.

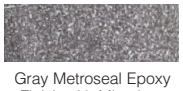
Note: Stainless stationary posts are equipped with stainless steel leveling feet.



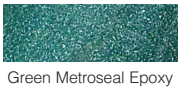
Super Erecta Chrome Wire



Super Erecta with Metroseal



Gray Metroseal Epoxy Finish with Microban



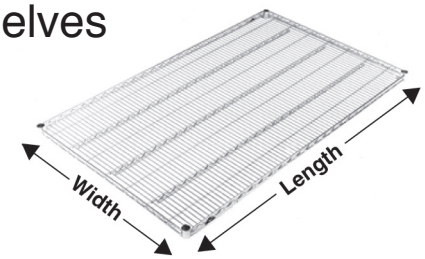
Green Metroseal Epoxy Finish with Microban

Information and specifications are subject to change without notice. Please confirm at time of order.

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Super Erecta® Shelf Wire Shelving

Wire Shelves







Aluminum Split Sleeve

- See spec sheet 10.14 for epoxy color options.
- Plastic split sleeves are included with each shelf Replacements are available: Cat. No. **9985** (bag of 4)
- Aluminum split sleeves are recommended for abusive mobile applications. Sleeves with stainless C-rings must be used for cart wash applications (exceeding 200°F/93°C) and for all autoclave applications.
  Cat. No. **9986Z** (bag of 4 with zinc C-rings)
  Cat. No. **9986S** (bag of 4 with stainless steel C-rings)
- Weight capacity (evenly distributed) per shelf
  800 lbs. (363kg) for lengths of 18" to 48" (457 to 1219mm)
  600 lbs. (272kg) for lengths of 54" (1370mm) or longer
- Weight capacity (evenly distributed) per unit.
  Stationary shelving units have a maximum load capacity (evenly distributed) of 2,000 lbs. (907kg). Mobile units have a maximum capacity of three times the caster load rating up to but not exceeding 1,000 lbs. (453kg) total. Consult the Metro catalog for caster load ratings.

Cat. No. Super Erecta Brite	Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
1424BR	**1424NC**	**1424NK3**	**1424NK4**	**1424NS**	14x24	355x610	5.3	2.4
1430BR	**1430NC**	**1430NK3**	**1430NK4**	**1430NS**	14x30	355x760	6.3	2.8
1436BR	**1436NC**	**1436NK3**	**1436NK4**	**1436NS**	14x36	355x914	7.5	3.4
1442BR	**1442NC**	**1442NK3**	**1442NK4**	**1442NS**	14x42	355x1066	8.3	3.8
1448BR	**1448NC**	**1448NK3**	**1448NK4**	**1448NS**	14x48	355x1219	9.4	4.3
1460BR	**1460NC**	**1460NK3**	**1460NK4**	**1460NS**	14x60	355x1524	11.8	5.4
1472BR	**1472NC**	**1472NK3**	**1472NK4**	**1472NS**	14x72	355x1829	14.4	6.5
-	**1818NC**	**1818NK3**	**1818NK4**	**-**	18x18	457x457	5.3	2.4
1824BR	**1824NC**	**1824NK3**	**1824NK4**	**1824NS**	18x24	457x610	6.1	2.7
1830BR	**1830NC**	**1830NK3**	**1830NK4**	**1830NS**	18x30	457x760	7.1	3.2
1836BR	**1836NC**	**1836NK3**	**1836NK4**	**1836NS**	18x36	457x914	8.2	3.7
1842BR	**1842NC**	**1842NK3**	**1842NK4**	**1842NS**	18x42	457x1066	9.3	4.2
1848BR	**1848NC**	**1848NK3**	**1848NK4**	**1848NS**	18x48	457x1219	10.7	4.9
1854BR	**1854NC**	**1854NK3**	**1854NK4**	**1854NS**	18x54	457x1370	11.9	5.4
1860BR	**1860NC**	**1860NK3**	**1860NK4**	**1860NS**	18x60	457x1524	13.4	6.1
1872BR	**1872NC**	**1872NK3**	**1872NK4**	**1872NS**	18x72	457x1829	14.6	6.6
2124BR	**2124NC**	**2124NK3**	**2124NK4**	**2124NS**	21x24	530x610	10.1	4.6
2130BR	**2130NC**	**2130NK3**	**2130NK4**	**2130NS**	21x30	530x760	10.5	4.8
2136BR	**2136NC**	**2136NK3**	**2136NK4**	**2136NS**	21x36	530x914	10.7	4.9
2142BR	**2142NC**	**2142NK3**	**2142NK4**	**2142NS**	21x42	530x1066	11.5	5.2
2148BR	**2148NC**	**2148NK3**	**2148NK4**	**2148NS**	21x48	530x1219	11.9	5.4
2154BR	**2154NC**	**2154NK3**	**2154NK4**	**2154NS**	21x54	530x1370	12.9	5.8
2160BR	**2160NC**	**2160NK3**	**2160NK4**	**2160NS**	21x60	530x1524	13.4	6.1
2172BR	**2172NC**	**2172NK3**	**2172NK4**	**2172NS**	21x72	530x1829	14.4	6.5
2424BR	**2424NC**	**2424NK3**	**2424NK4**	**2424NS**	24x24	610x610	6.5	3.0
2430BR	**2430NC**	**2430NK3**	**2430NK4**	**2430NS**	24x30	610x760	8.3	3.8
2436BR	**2436NC**	**2436NK3**	**2436NK4**	**2436NS**	24x36	610x914	10.1	4.6
2442BR	**2442NC**	**2442NK3**	**2442NK4**	**2442NS**	24x42	610x1066	11.9	5.4
2448BR	**2448NC**	**2448NK3**	**2448NK4**	**2448NS**	24x48	610x1219	14.2	6.4
2454BR	**2454NC**	**2454NK3**	**2454NK4**	**2454NS**	24x54	610x1370	16.1	7.3
2460BR	**2460NC**	**2460NK3**	**2460NK4**	**2460NS**	24x60	610x1524	18.0	8.2
2472BR	**2472NC**	**2472NK3**	**2472NK4**	**2472NS**	24x72	610x1829	21.4	9.7

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Note: The following restrictions apply to shelving units that utilize 14" (355mm) wide shelves:
Free-standing units: Units taller than 63" (1600mm) must be properly fastened to the floor or wall using Metro foot plates or wall brackets.
Mobile units: maximum allowable post height is 54" (1370mm).

Super Erecta® Shelf Wire Shelving

SiteSelect® Posts

Stationary Posts - Equipped with a leveling bolt to account for uneven floors.

- Height includes leveling bolt (completely tightened) and post cap. Leveling bolt can be adjusted 0.5" (13mm).
- Foot plates may be ordered separately and installed in place of leveling foot.
- Replacement leveling bolts: Zinc Cat. No. **RPF04-004**, Stainless Steel Cat. No. **RPF04-004C**
- Replacement post cap for standard posts: Black Cat. No. **RPC06-035**

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx Pkd. Wt. (lbs.)	Approx Pkd. Wt. (kg)
7P	**7PK3**	**7PK4**	**-**	7.375	187	0.5	0.3
13P	**13PK3**	**13PK4**	**13PS**	14.375	365	1	0.5
27P	**27PK3**	**27PK4**	**27PS**	28.375	720	1.75	0.75
33P	**33PK3**	**33PK4**	**33PS**	34.375	873	2	0.9
54P	**54PK3**	**54PK4**	**54PS**	54.4375	1382	3	1.4
63P	**63PK3**	**63PK4**	**63PS**	62.4375	1585	3.5	1.6
74P	**74PK3**	**74PK4**	**74PS**	74.5	1892	4	1.8
86P	**86PK3**	**86PK4**	**86PS**	86.5	2197	5	2.3
***96P**	**-**	**-**	**-**	96.5	2450	5.5	2.5

*96P should not be used on units less than 24" (610mm) deep. Consult Metro Engineering for alternate recommendations.



SiteSelect Posts feature double grooves every 8" (203mm) to aid assembly.



Stationary Post



Post for Stem Caster

Special Length Posts

Cut posts are available. Consult your Metro representative for more information.

Mobile Posts (For use with Stem Casters)

- Height includes post cap.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
13UP	**13UPK3**	**13UPK4**	**13UPS**	13.75	349	1	0.5
27UP	**27UPK3**	**27UPK4**	**27UPS**	27.75	704	1.75	0.75
33UP	**33UPK3**	**33UPK4**	**33UPS**	33.75	857	2	0.9
54UP	**54UPK3**	**54UPK4**	**54UPS**	53.8125	1366	3	1.4
63UP	**63UPK3**	**63UPK4**	**63UPS**	61.8125	1570	3.5	1.6
-	**70UPK3**	**70UPK4**	**-**	69.75	1771	3.75	1.7
74UP	**74UPK3**	**74UPK4**	**74UPS**	73.875	1876	4	1.8
86UP	**86UPK3**	**86UPK4**	**86UPS**	85.875	2181	4.5	2.0

Staked Posts (For use with Truck Dollies)

- Each post connects to the truck dolly through the stem receptacle. The stem receptacle is staked into the bottom of the post to ensure a durable connection in abusive mobile applications. Each includes a leveling/connecting bolt.

Cat. No. Chrome	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
54P-STKD	**54PS-STKD**	54.4375	1382	3	1.4
63P-STKD	**63PS-STKD**	62.4375	1585	3.5	1.6
74P-STKD	**74PS-STKD**	74.5	1892	4	1.8



Staked Post

Swaged Posts (For use with Stem Casters in Cart Wash Applications)

- Each post has an aluminum cap swaged into the top of the post.

Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
33UPS-SW	33.75	857	2	.9
54UPS-SW	53.8125	1366	3	1.4
63UPS-SW	61.8125	1570	3.5	1.6



Swaged Post

10.01

Job _____

Super Erecta Shelf®
Wire Shelving

We put space to work.

Super Wide Shelving



- **High-density Storage:** Super Wide shelves have a greater storage area for holding large quantities of supplies, especially large, bulky objects, providing maximum storage in minimum space.
- **Load Capacity (evenly distributed) per shelf:**

  Depths: 30" and 36" (760 and 914mm)

  800 lbs. (363kg) for lengths 48" (1219mm) or shorter.

  600 lbs. (272kg) for lengths 54" (1370mm) or longer.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
3036NC	**3036NK3**	**3036NK4**	**3036NS**	30x36	760x914	14.2	6.4
3048NC	**3048NK3**	**3048NK4**	**3048NS**	30x48	760x1219	17.7	8.0
3060NC	**3060NK3**	**3060NK4**	**3060NS**	30x60	760x1524	20.2	9.2
3072NC	**3072NK3**	**3072NK4**	**3072NS**	30x72	760x1829	22.7	10.3
3636NC	**3636NK3**	**-**	**3636NS**	36x36	910x914	16.7	7.6
3648NC	**3648NK3**	**-**	**3648NS**	36x48	910x1219	21.6	9.8
3660NC	**3660NK3**	**-**	**3660NS**	36x60	910x1524	26.4	12.0
3672NC	**3672NK3**	**-**	**3672NS**	36x72	910x1829	31.6	14.3

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Foot Plates



- Use to bolt units to the floor, or when a broader, more stable foot is desired. Foot plates also help to protect floors by distributing the point load of the shelving unit across a larger contact point.
- Foot plates (completely tightened) add .125" (3mm) to the specified heights of each stationary post on the table.

  Zinc Cat. No. **9993Z**

  Stainless Steel Cat. No. **9993S**

"S" Hook



- Used to add on shelving units with only two posts required. Order two per shelf level.

  Cat. No. **9995Z**

METRO®

We put space to work.

Item # _____

Job _____

Super Erecta Pro®

Durable and Cleanable. The original — reinnovated.

Corrosion resistant shelving constructed of removable polymer open grid shelf mats over a wire shelf frame. Shelf frames and posts have Metroseal epoxy coating over an electroplated substrate. Shelves with polymer mats offer a 15 year limited warranty against corrosion, while posts offer a 12 year warranty against corrosion. Microban® antimicrobial product protection is built into the frames, shelf mats, and posts. Shelf has a rigid four-sided frame with center truss(es). Robust corner provides complete 360° capture of the split sleeves and post for added stability. Stationary units have maximum capacity of 2,000 lbs. (907kg) evenly distributed. Mobile units (with stem casters) offer a maximum total unit load of 900 lbs. (408kg). Units assemble easily — shelves mount on split sleeves along grooved, numbered posts and adjust on 1" (25mm) increments.

- **Prolonged durability:** Polymer shelf mats are corrosion proof and impact resistant. They will not chip, rust, or corrode.
- **Easy to clean:** Removable polymer shelf mats can easily be lifted off the shelf frames for cleaning in sinks or wash/dish machines.
- **Strong and robust:** Steel corners, side and center supports assure a sturdy and stable weight bearing surface.

  Weight capacities for evenly distributed loads:
  800 lbs. (363kg) per shelf for lengths of 24" to 48" (610 to 1220mm)
  600 lbs. (275kg) per shelf for lengths of 54" (1370mm) or longer
  2,000 lbs. (907kg) maximum per stationary unit.
- **Interchangeable:** Super Erecta Pro shelves are compatible on the same shelving units with other Super Erecta shelving options: Super Erecta wire, Super Adjustable Super Erecta, Solid Super Erecta shelves, Dunnage shelves, Cantilever shelves. Super Erecta Pro shelves can be used with Post-Type Wall Mounts, Direct Wall Mounts, SmartWall Wall Mounts, Security Units, Top Track, and qwikTRAK systems.
- **Microban Product Protection:** Microban antimicrobial product protection is built into the shelf mats and the Metroseal 3 epoxy coating to protect the product from bacteria, mold, mildew, and fungus that cause odors and product degradation. Microban protection keeps the product "cleaner between cleanings".
- **Efficient use of storage space:** Shelves can be adjusted at 1" (25mm) increments along the post to maximize the use of available vertical storage space.
- **Open Grid Shelf Mats:** Open grid shelves promote air circulation and light penetration.
- **Fast, Easy Assembly:** Super Erecta Pro units assemble easily in minutes, without tools. SiteSelect posts have numbered grooves and feature unique double grooves every 8" (203mm) to help position the shelves.
- **Warranty against rust and corrosion:** Shelves with polymer shelf mats – 15 years. Posts – 12 years. Shelf mats are constructed of polypropylene and will never rust.





For stem casters, see catalog sheet #11.20



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PROTECTION THAT LIVES ON MICROBAN NSF SUPPORTS GOOD HACCP PROCESSES

All Metro Catalog Sheets are available on our website: **www.metro.com**

METRO®

InterMetro Industries Corporation
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Outside U.S. and Canada: www.metro.com/contactus

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10.80

Job _____

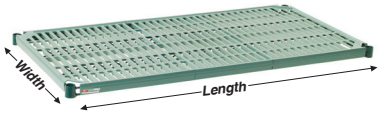
Super Erecta Pro® Shelves

We put space to work.

Standard Shelves

- Part number includes shelf with removable polymer shelf mats and one bag of split sleeves

Nominal Width/Length (in.)	(mm)	Approx Pkd. Wt. (lbs.)	(kg)	Model No. SE Pro Metroseal 3
14x24	355x610	4.5	2.0	**PR1424NK3**
14x30	355x760	6.3	2.9	**PR1430NK3**
14x36	355x914	8.0	3.6	**PR1436NK3**
14x42	355x1060	10.0	4.5	**PR1442NK3**
14x48	355x1219	11.9	5.4	**PR1448NK3**
14x60	355x1524	14.9	6.8	**PR1460NK3**
14x72	355x1829	18.3	8.3	**PR1472NK3**
18x24	457x610	6.0	2.7	**PR1824NK3**
18x30	457x760	7.8	3.5	**PR1830NK3**
18x36	457x914	9.5	4.2	**PR1836NK3**
18x42	457x1060	11.3	5.0	**PR1842NK3**
18x48	457x1219	13.0	5.8	**PR1848NK3**
18x54	457x1372	14.8	6.6	**PR1854NK3**
18x60	457x1524	16.5	7.4	**PR1860NK3**
18x72	457x1829	19.8	8.8	**PR1872NK3**
21x24	530x610	8.0	3.6	**PR2124NK3**
21x30	530x760	9.5	4.2	**PR2130NK3**
21x36	530x914	11.3	5.0	**PR2136NK3**
21x42	530x1060	12.5	5.6	**PR2142NK3**
21x48	530x1219	14.3	6.4	**PR2148NK3**
21x54	530x1372	16.5	7.4	**PR2154NK3**
21x60	530x1524	18.3	8.1	**PR2160NK3**
21x72	530x1829	21.5	9.6	**PR2172NK3**
24x24	610x610	9.5	4.2	**PR2424NK3**
24x30	610x760	11.3	5.0	**PR2430NK3**
24x36	610x914	13.0	5.8	**PR2436NK3**
24x42	610x1060	14.0	6.3	**PR2442NK3**
24x48	610x1219	15.5	6.9	**PR2448NK3**
24x54	610x1372	18.3	8.1	**PR2454NK3**
24x60	610x1524	20.0	8.9	**PR2460NK3**
24x72	610x1829	23.3	10.4	**PR2472NK3**



Actual Dimensions: Width: Add 1/4" (6mm) to nominal size. Length: Subtract 1/4" (6mm) from nominal size.

Note: Polymer Shelf mats are designed to fit Super Erecta Pro shelves and cannot be retrofitted to Super Erecta wire shelves.

Replacement Split Sleeves
Model No. 9985 (Bag of four sets.)

Specifications

- **Shelf frames:** Carbon steel with Metroseal 3 epoxy coating.
- **Polymer Shelf mats:** polypropylene.
- **Microban antimicrobial product protection** is built into the polymer shelf mats and Metroseal 3 epoxy coating.
- **NSF listed for all environments.**
- **Continuous Temperature:** Super Erecta Pro Shelves can be used continuously within a range of -20/120° F (-29/49° C). For cleaning only, the unloaded product or shelf mats may be intermittently exposed to temperatures up to 200° F (93° C).

NOTE: Not suitable for cart wash applications.

SHELVING HEIGHT GUIDELINES

Shelf Depth	14" (356mm)	18" (457mm)	21" (533mm)	24" (610mm)
Maxium Post Height Allowable	▼	▼	▼	▼
Stationary	63" (1600mm)	86" (2184mm)	86" (2184mm)	96" (2438mm)
Mobile	54" (1372mm)	74" (1880mm)	74" (1880mm)	86" (2184mm)

Note: 14" deep stationary shelving taller than 63" must be fastened to the floor or wall. For stationary units with foot plates or wall brackets properly attached to the floor or wall, the maximum allowable height is 96" (2438mm). See spec sheet 10.81 for options.

SiteSelect Posts

Stationary post height includes leveling bolt.

STATIONARY

Actual Height (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Model No. Metroseal 3	Model No. Stainless
14 1/2	370	1.0	0.5	**13PK3**	**13PS**
34 1/2	875	2.0	0.9	**33PK3**	**33PS**
54 9/16	1385	3.0	1.4	**54PK3**	**54PS**
62 9/16	1590	3.5	1.6	**63PK3**	**63PS**
—	—	—	—	—	—
74 5/8	1895	4.0	1.8	**74PK3**	**74PS**
86 5/8	2200	5.0	2.3	**86PK3**	**86PS**

MOBILE (For use with stem casters)

Actual Height (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)	Model No. Metroseal 3	Model No. Stainless
13 3/4	349	1.0	0.5	**13UPK3**	**13UPS**
33 3/4	857	2.0	0.9	**33UPK3**	**33UPS**
53 13/16	1366	3.0	1.4	**54UPK3**	**54UPS**
61 13/16	1570	3.5	1.6	**63UPK3**	**63UPS**
69 3/4	1772	3.8	1.7	**70UPK3**	—
73 7/8	1876	4.0	1.8	**74UPK3**	**74UPS**
85 7/8	2181	5.0	2.3	**86UPK3**	**86UPS**

NOTE: Special length posts are available. Consult your Metro representative.

"S" Hook: Used to "add on" one or multiple Super Erecta Pro shelving units while eliminating the cost of two posts per unit. Can be used to join units end-to-end, back-to-back, at right angles, etc. Two "S" hooks are required for each shelf.
Model No. Q9995Z

Notes about "add-on" units.

- Add-on (Adjacent) units must be configured entirely of one style of shelf. (Example: Adjacent unit may be configured entirely of Super Erecta Pro OR entirely of Super Erecta Wire/Super Adjustable shelves.)
- To connect an adjacent Super Erecta or Super Adjustable Super Erecta wire shelving unit to a Super Erecta Pro unit using S-hooks, the adjacent unit must use S-hook model number Q9995Z.
- A mixed shelving unit having a combination of Super Erecta Pro, Super Erecta wire, and Super Adjustable cannot be connected to another unit with "S" Hooks.



Super Erecta Pro® Shelves

an Ali Group Company
The Spirit of Excellence

JOB:
ITEM:
QTY:

Made in the USA

UTILITY/BUSSING CART

APPLICATION:
These carts are designed for various tasks such as serving, bussing, and general utility. These three shelf units have three lips up and on lip down to help hold products on shelves.

MATERIAL:
Framework is constructed of 1”x1”x.070” wall tubing. Shelves are constructed of .080” aluminum sheet.

CASTERS:
These carts come equipped with four 5” stem type swivel casters.

GUARANTEE:
These carts carry a **Lifetime Guarantee** against rust and corrosion and also carry a **Five-Year Guarantee** against workmanship and material defects.



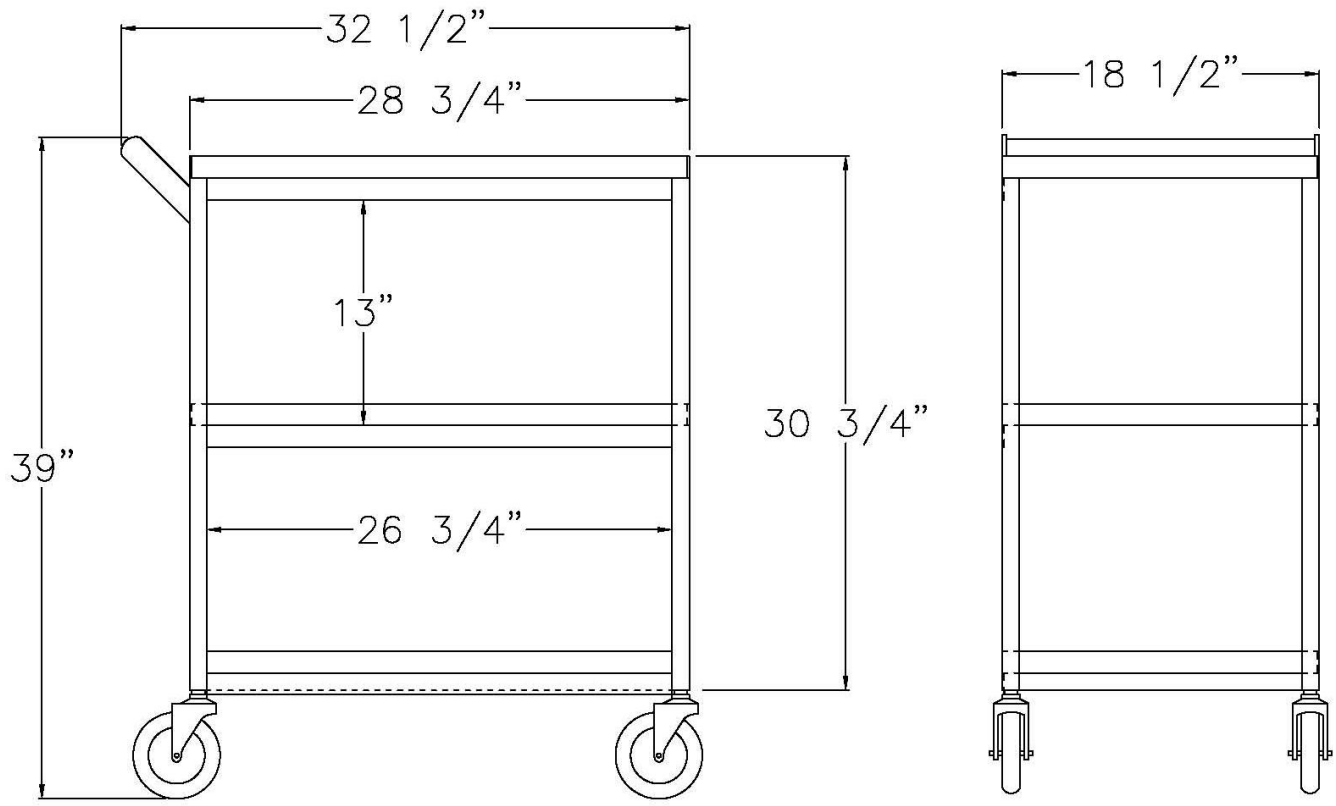
Model #NS745

NSF

Phone:800-255-0104
Fax: 877-877-7687
www.newageindustrial.com
sales@newageindustrial.com

201

New Age Industrial reserves the right to modify or make changes at any time without notice to materials and specifications.



Model #NS745

Model No.	Size-W	Size-H	Size-D	Shelf Size	Shelf Spacing
NS745	18 1/2"	39"	32 1/2"	18 1/2"X28 3/4"	13"
1440	16 1/2"	39"	27 3/4"	16 1/2"X24"	13"

Phone:800-255-0104
Fax: 877-877-7687
www.newageindustrial.com
sales@newageindustrial.com

New Age Industrial reserves the right to modify or make changes at any time without notice to materials and specifications.

METRO®

We put space to work.

Item # _____

Job _____

Super Erecta® Shelf
Wire Shelving

NSF

- **Unique Design:** The open wire design of these shelves minimizes dust accumulation and allows free circulation of air, greater visibility of stored items and greater light penetration.
- **Durable Construction:** Super Erecta shelves and posts are constructed of heavy-gauge carbon steel or Type 304 stainless steel.
- **Choice of Finishes:** Super Erecta Brite™ and chrome-plated for dry storage; Metroseal™ Epoxy (green or gray), and Type 304 stainless steel for corrosive environments; and attractive epoxy color options for merchandising applications.
- **Metroseal:** Proprietary rust-resistant finish is a durable epoxy coating over a protective zinc substrate. Metroseal contains Microban® antimicrobial product protection which continuously fights the growth of bacteria, mold, and mildew that cause stains and odors. 12-year limited warranty against rust and corrosion.
- **Versatile:** Super Erecta® Shelf wire shelving can adapt to your changing needs. By using various accessories, hundreds of shelving configurations become possible.
- **Fast, Secure Assembly:** SiteSelect® Posts have a double groove visual guide feature every 8" (203mm), circular grooves at 1" (25mm) increments, and are numbered at 2" (50mm) intervals. A patented, tapered split sleeve snaps together around each post. Tapered openings in the shelf corners slide over the tapered split sleeves providing a positive lock. Shelf is assembled in minutes without the use of any special tools.
- **Adjustability:** Shelves can be adjusted at 1" (25mm) intervals along the entire length of the post.
- **Shelf Ribs:** Run front to back, allowing you to slide items on and off shelves smoothly.
- **Shelf Accessibility:** Shelves can be loaded/unloaded easily from all sides This open construction allows maximum use of storage cube.
- **Adjustable Feet:** Bolt levelers compensate for surface irregularities.

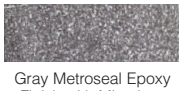
Note: Stainless stationary posts are equipped with stainless steel leveling feet.



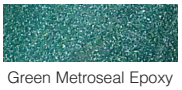
Super Erecta Chrome Wire



Super Erecta with Metroseal



Gray Metroseal Epoxy Finish with Microban



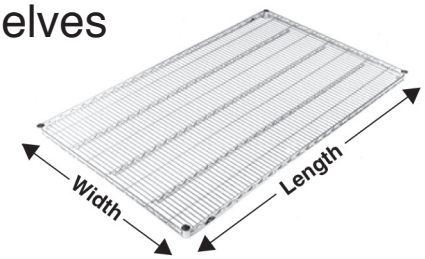
Green Metroseal Epoxy Finish with Microban

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Super Erecta® Shelf Wire Shelving

Wire Shelves







Aluminum Split Sleeve

- See spec sheet 10.14 for epoxy color options.
- Plastic split sleeves are included with each shelf Replacements are available: Cat. No. **9985** (bag of 4)
- Aluminum split sleeves are recommended for abusive mobile applications. Sleeves with stainless C-rings must be used for cart wash applications (exceeding 200°F/93°C) and for all autoclave applications.
  Cat. No. **9986Z** (bag of 4 with zinc C-rings)
  Cat. No. **9986S** (bag of 4 with stainless steel C-rings)
- Weight capacity (evenly distributed) per shelf
  800 lbs. (363kg) for lengths of 18" to 48" (457 to 1219mm)
  600 lbs. (272kg) for lengths of 54" (1370mm) or longer
- Weight capacity (evenly distributed) per unit.
  Stationary shelving units have a maximum load capacity (evenly distributed) of 2,000 lbs. (907kg). Mobile units have a maximum capacity of three times the caster load rating up to but not exceeding 1,000 lbs. (453kg) total. Consult the Metro catalog for caster load ratings.

Cat. No. Super Erecta Brite	Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
1424BR	**1424NC**	**1424NK3**	**1424NK4**	**1424NS**	14x24	355x610	5.3	2.4
1430BR	**1430NC**	**1430NK3**	**1430NK4**	**1430NS**	14x30	355x760	6.3	2.8
1436BR	**1436NC**	**1436NK3**	**1436NK4**	**1436NS**	14x36	355x914	7.5	3.4
1442BR	**1442NC**	**1442NK3**	**1442NK4**	**1442NS**	14x42	355x1066	8.3	3.8
1448BR	**1448NC**	**1448NK3**	**1448NK4**	**1448NS**	14x48	355x1219	9.4	4.3
1460BR	**1460NC**	**1460NK3**	**1460NK4**	**1460NS**	14x60	355x1524	11.8	5.4
1472BR	**1472NC**	**1472NK3**	**1472NK4**	**1472NS**	14x72	355x1829	14.4	6.5
-	**1818NC**	**1818NK3**	**1818NK4**	**-**	18x18	457x457	5.3	2.4
1824BR	**1824NC**	**1824NK3**	**1824NK4**	**1824NS**	18x24	457x610	6.1	2.7
1830BR	**1830NC**	**1830NK3**	**1830NK4**	**1830NS**	18x30	457x760	7.1	3.2
1836BR	**1836NC**	**1836NK3**	**1836NK4**	**1836NS**	18x36	457x914	8.2	3.7
1842BR	**1842NC**	**1842NK3**	**1842NK4**	**1842NS**	18x42	457x1066	9.3	4.2
1848BR	**1848NC**	**1848NK3**	**1848NK4**	**1848NS**	18x48	457x1219	10.7	4.9
1854BR	**1854NC**	**1854NK3**	**1854NK4**	**1854NS**	18x54	457x1370	11.9	5.4
1860BR	**1860NC**	**1860NK3**	**1860NK4**	**1860NS**	18x60	457x1524	13.4	6.1
1872BR	**1872NC**	**1872NK3**	**1872NK4**	**1872NS**	18x72	457x1829	14.6	6.6
2124BR	**2124NC**	**2124NK3**	**2124NK4**	**2124NS**	21x24	530x610	10.1	4.6
2130BR	**2130NC**	**2130NK3**	**2130NK4**	**2130NS**	21x30	530x760	10.5	4.8
2136BR	**2136NC**	**2136NK3**	**2136NK4**	**2136NS**	21x36	530x914	10.7	4.9
2142BR	**2142NC**	**2142NK3**	**2142NK4**	**2142NS**	21x42	530x1066	11.5	5.2
2148BR	**2148NC**	**2148NK3**	**2148NK4**	**2148NS**	21x48	530x1219	11.9	5.4
2154BR	**2154NC**	**2154NK3**	**2154NK4**	**2154NS**	21x54	530x1370	12.9	5.8
2160BR	**2160NC**	**2160NK3**	**2160NK4**	**2160NS**	21x60	530x1524	13.4	6.1
2172BR	**2172NC**	**2172NK3**	**2172NK4**	**2172NS**	21x72	530x1829	14.4	6.5
2424BR	**2424NC**	**2424NK3**	**2424NK4**	**2424NS**	24x24	610x610	6.5	3.0
2430BR	**2430NC**	**2430NK3**	**2430NK4**	**2430NS**	24x30	610x760	8.3	3.8
2436BR	**2436NC**	**2436NK3**	**2436NK4**	**2436NS**	24x36	610x914	10.1	4.6
2442BR	**2442NC**	**2442NK3**	**2442NK4**	**2442NS**	24x42	610x1066	11.9	5.4
2448BR	**2448NC**	**2448NK3**	**2448NK4**	**2448NS**	24x48	610x1219	14.2	6.4
2454BR	**2454NC**	**2454NK3**	**2454NK4**	**2454NS**	24x54	610x1370	16.1	7.3
2460BR	**2460NC**	**2460NK3**	**2460NK4**	**2460NS**	24x60	610x1524	18.0	8.2
2472BR	**2472NC**	**2472NK3**	**2472NK4**	**2472NS**	24x72	610x1829	21.4	9.7

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Note: The following restrictions apply to shelving units that utilize 14" (355mm) wide shelves:
Free-standing units: Units taller than 63" (1600mm) must be properly fastened to the floor or wall using Metro foot plates or wall brackets.
Mobile units: maximum allowable post height is 54" (1370mm).

Super Erecta® Shelf Wire Shelving

SiteSelect® Posts



SiteSelect Posts feature double grooves every 8" (203mm) to aid assembly.

Stationary Posts - Equipped with a leveling bolt to account for uneven floors.

- Height includes leveling bolt (completely tightened) and post cap. Leveling bolt can be adjusted 0.5" (13mm).
- Foot plates may be ordered separately and installed in place of leveling foot.
- Replacement leveling bolts: Zinc Cat. No. **RPF04-004**, Stainless Steel Cat. No. **RPF04-004C**
- Replacement post cap for standard posts: Black Cat. No. **RPC06-035**

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx Pkd. Wt. (lbs.)	Approx Pkd. Wt. (kg)
7P	**7PK3**	**7PK4**	**-**	7.375	187	0.5	0.3
13P	**13PK3**	**13PK4**	**13PS**	14.375	365	1	0.5
27P	**27PK3**	**27PK4**	**27PS**	28.375	720	1.75	0.75
33P	**33PK3**	**33PK4**	**33PS**	34.375	873	2	0.9
54P	**54PK3**	**54PK4**	**54PS**	54.4375	1382	3	1.4
63P	**63PK3**	**63PK4**	**63PS**	62.4375	1585	3.5	1.6
74P	**74PK3**	**74PK4**	**74PS**	74.5	1892	4	1.8
86P	**86PK3**	**86PK4**	**86PS**	86.5	2197	5	2.3
***96P**	**-**	**-**	**-**	96.5	2450	5.5	2.5

*96P should not be used on units less than 24" (610mm) deep. Consult Metro Engineering for alternate recommendations.



Stationary Post



Post for Stem Caster

Mobile Posts (For use with Stem Casters)

- Height includes post cap.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
13UP	**13UPK3**	**13UPK4**	**13UPS**	13.75	349	1	0.5
27UP	**27UPK3**	**27UPK4**	**27UPS**	27.75	704	1.75	0.75
33UP	**33UPK3**	**33UPK4**	**33UPS**	33.75	857	2	0.9
54UP	**54UPK3**	**54UPK4**	**54UPS**	53.8125	1366	3	1.4
63UP	**63UPK3**	**63UPK4**	**63UPS**	61.8125	1570	3.5	1.6
-	**70UPK3**	**70UPK4**	**-**	69.75	1771	3.75	1.7
74UP	**74UPK3**	**74UPK4**	**74UPS**	73.875	1876	4	1.8
86UP	**86UPK3**	**86UPK4**	**86UPS**	85.875	2181	4.5	2.0

Special Length Posts

Cut posts are available. Consult your Metro representative for more information.

Staked Posts (For use with Truck Dollies)

- Each post connects to the truck dolly through the stem receptacle. The stem receptacle is staked into the bottom of the post to ensure a durable connection in abusive mobile applications. Each includes a leveling/connecting bolt.

Cat. No. Chrome	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
54P-STKD	**54PS-STKD**	54.4375	1382	3	1.4
63P-STKD	**63PS-STKD**	62.4375	1585	3.5	1.6
74P-STKD	**74PS-STKD**	74.5	1892	4	1.8



Staked Post

Swaged Posts (For use with Stem Casters in Cart Wash Applications)

- Each post has an aluminum cap swaged into the top of the post.

Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
33UPS-SW	33.75	857	2	.9
54UPS-SW	53.8125	1366	3	1.4
63UPS-SW	61.8125	1570	3.5	1.6



Swaged Post

10.01

Job _____

Super Erecta Shelf®
Wire Shelving

We put space to work.

Super Wide Shelving



- **High-density Storage:** Super Wide shelves have a greater storage area for holding large quantities of supplies, especially large, bulky objects, providing maximum storage in minimum space.
- **Load Capacity (evenly distributed) per shelf:**

  Depths: 30" and 36" (760 and 914mm)

  800 lbs. (363kg) for lengths 48" (1219mm) or shorter.

  600 lbs. (272kg) for lengths 54" (1370mm) or longer.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
3036NC	**3036NK3**	**3036NK4**	**3036NS**	30x36	760x914	14.2	6.4
3048NC	**3048NK3**	**3048NK4**	**3048NS**	30x48	760x1219	17.7	8.0
3060NC	**3060NK3**	**3060NK4**	**3060NS**	30x60	760x1524	20.2	9.2
3072NC	**3072NK3**	**3072NK4**	**3072NS**	30x72	760x1829	22.7	10.3
3636NC	**3636NK3**	**-**	**3636NS**	36x36	910x914	16.7	7.6
3648NC	**3648NK3**	**-**	**3648NS**	36x48	910x1219	21.6	9.8
3660NC	**3660NK3**	**-**	**3660NS**	36x60	910x1524	26.4	12.0
3672NC	**3672NK3**	**-**	**3672NS**	36x72	910x1829	31.6	14.3

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Foot Plates



- Use to bolt units to the floor, or when a broader, more stable foot is desired. Foot plates also help to protect floors by distributing the point load of the shelving unit across a larger contact point.
- Foot plates (completely tightened) add .125" (3mm) to the specified heights of each stationary post on the table.

  Zinc Cat. No. **9993Z**

  Stainless Steel Cat. No. **9993S**

"S" Hook



- Used to add on shelving units with only two posts required. Order two per shelf level.

  Cat. No. **9995Z**

METRO®

We put space to work.

Item # _____

Job _____

Super Erecta® Shelf
Wire Shelving

NSF

- **Unique Design:** The open wire design of these shelves minimizes dust accumulation and allows free circulation of air, greater visibility of stored items and greater light penetration.
- **Durable Construction:** Super Erecta shelves and posts are constructed of heavy-gauge carbon steel or Type 304 stainless steel.
- **Choice of Finishes:** Super Erecta Brite™ and chrome-plated for dry storage; Metroseal™ Epoxy (green or gray), and Type 304 stainless steel for corrosive environments; and attractive epoxy color options for merchandising applications.
- **Metroseal:** Proprietary rust-resistant finish is a durable epoxy coating over a protective zinc substrate. Metroseal contains Microban® antimicrobial product protection which continuously fights the growth of bacteria, mold, and mildew that cause stains and odors. 12-year limited warranty against rust and corrosion.
- **Versatile:** Super Erecta® Shelf wire shelving can adapt to your changing needs. By using various accessories, hundreds of shelving configurations become possible.
- **Fast, Secure Assembly:** SiteSelect® Posts have a double groove visual guide feature every 8" (203mm), circular grooves at 1" (25mm) increments, and are numbered at 2" (50mm) intervals. A patented, tapered split sleeve snaps together around each post. Tapered openings in the shelf corners slide over the tapered split sleeves providing a positive lock. Shelf is assembled in minutes without the use of any special tools.
- **Adjustability:** Shelves can be adjusted at 1" (25mm) intervals along the entire length of the post.
- **Shelf Ribs:** Run front to back, allowing you to slide items on and off shelves smoothly.
- **Shelf Accessibility:** Shelves can be loaded/unloaded easily from all sides This open construction allows maximum use of storage cube.
- **Adjustable Feet:** Bolt levelers compensate for surface irregularities.

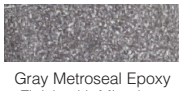
Note: Stainless stationary posts are equipped with stainless steel leveling feet.



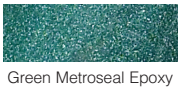
Super Erecta Chrome Wire



Super Erecta with Metroseal



Gray Metroseal Epoxy Finish with Microban



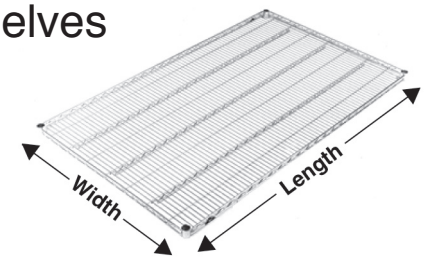
Green Metroseal Epoxy Finish with Microban

Information and specifications are subject to change without notice. Please confirm at time of order.

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Super Erecta® Shelf Wire Shelving

Wire Shelves







Aluminum Split Sleeve

- See spec sheet 10.14 for epoxy color options.
- Plastic split sleeves are included with each shelf Replacements are available: Cat. No. **9985** (bag of 4)
- Aluminum split sleeves are recommended for abusive mobile applications. Sleeves with stainless C-rings must be used for cart wash applications (exceeding 200°F/93°C) and for all autoclave applications.
  Cat. No. **9986Z** (bag of 4 with zinc C-rings)
  Cat. No. **9986S** (bag of 4 with stainless steel C-rings)
- Weight capacity (evenly distributed) per shelf
  800 lbs. (363kg) for lengths of 18" to 48" (457 to 1219mm)
  600 lbs. (272kg) for lengths of 54" (1370mm) or longer
- Weight capacity (evenly distributed) per unit.
  Stationary shelving units have a maximum load capacity (evenly distributed) of 2,000 lbs. (907kg). Mobile units have a maximum capacity of three times the caster load rating up to but not exceeding 1,000 lbs. (453kg) total. Consult the Metro catalog for caster load ratings.

Cat. No. Super Erecta Brite	Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless	Nominal Width/Length (in.)	Nominal Width/Length (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
1424BR	**1424NC**	**1424NK3**	**1424NK4**	**1424NS**	14x24	355x610	5.3	2.4
1430BR	**1430NC**	**1430NK3**	**1430NK4**	**1430NS**	14x30	355x760	6.3	2.8
1436BR	**1436NC**	**1436NK3**	**1436NK4**	**1436NS**	14x36	355x914	7.5	3.4
1442BR	**1442NC**	**1442NK3**	**1442NK4**	**1442NS**	14x42	355x1066	8.3	3.8
1448BR	**1448NC**	**1448NK3**	**1448NK4**	**1448NS**	14x48	355x1219	9.4	4.3
1460BR	**1460NC**	**1460NK3**	**1460NK4**	**1460NS**	14x60	355x1524	11.8	5.4
1472BR	**1472NC**	**1472NK3**	**1472NK4**	**1472NS**	14x72	355x1829	14.4	6.5
-	**1818NC**	**1818NK3**	**1818NK4**	**-**	18x18	457x457	5.3	2.4
1824BR	**1824NC**	**1824NK3**	**1824NK4**	**1824NS**	18x24	457x610	6.1	2.7
1830BR	**1830NC**	**1830NK3**	**1830NK4**	**1830NS**	18x30	457x760	7.1	3.2
1836BR	**1836NC**	**1836NK3**	**1836NK4**	**1836NS**	18x36	457x914	8.2	3.7
1842BR	**1842NC**	**1842NK3**	**1842NK4**	**1842NS**	18x42	457x1066	9.3	4.2
1848BR	**1848NC**	**1848NK3**	**1848NK4**	**1848NS**	18x48	457x1219	10.7	4.9
1854BR	**1854NC**	**1854NK3**	**1854NK4**	**1854NS**	18x54	457x1370	11.9	5.4
1860BR	**1860NC**	**1860NK3**	**1860NK4**	**1860NS**	18x60	457x1524	13.4	6.1
1872BR	**1872NC**	**1872NK3**	**1872NK4**	**1872NS**	18x72	457x1829	14.6	6.6
2124BR	**2124NC**	**2124NK3**	**2124NK4**	**2124NS**	21x24	530x610	10.1	4.6
2130BR	**2130NC**	**2130NK3**	**2130NK4**	**2130NS**	21x30	530x760	10.5	4.8
2136BR	**2136NC**	**2136NK3**	**2136NK4**	**2136NS**	21x36	530x914	10.7	4.9
2142BR	**2142NC**	**2142NK3**	**2142NK4**	**2142NS**	21x42	530x1066	11.5	5.2
2148BR	**2148NC**	**2148NK3**	**2148NK4**	**2148NS**	21x48	530x1219	11.9	5.4
2154BR	**2154NC**	**2154NK3**	**2154NK4**	**2154NS**	21x54	530x1370	12.9	5.8
2160BR	**2160NC**	**2160NK3**	**2160NK4**	**2160NS**	21x60	530x1524	13.4	6.1
2172BR	**2172NC**	**2172NK3**	**2172NK4**	**2172NS**	21x72	530x1829	14.4	6.5
2424BR	**2424NC**	**2424NK3**	**2424NK4**	**2424NS**	24x24	610x610	6.5	3.0
2430BR	**2430NC**	**2430NK3**	**2430NK4**	**2430NS**	24x30	610x760	8.3	3.8
2436BR	**2436NC**	**2436NK3**	**2436NK4**	**2436NS**	24x36	610x914	10.1	4.6
2442BR	**2442NC**	**2442NK3**	**2442NK4**	**2442NS**	24x42	610x1066	11.9	5.4
2448BR	**2448NC**	**2448NK3**	**2448NK4**	**2448NS**	24x48	610x1219	14.2	6.4
2454BR	**2454NC**	**2454NK3**	**2454NK4**	**2454NS**	24x54	610x1370	16.1	7.3
2460BR	**2460NC**	**2460NK3**	**2460NK4**	**2460NS**	24x60	610x1524	18.0	8.2
2472BR	**2472NC**	**2472NK3**	**2472NK4**	**2472NS**	24x72	610x1829	21.4	9.7

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Note: The following restrictions apply to shelving units that utilize 14" (355mm) wide shelves:
Free-standing units: Units taller than 63" (1600mm) must be properly fastened to the floor or wall using Metro foot plates or wall brackets.
Mobile units: maximum allowable post height is 54" (1370mm).

Super Erecta® Shelf Wire Shelving

SiteSelect® Posts

Stationary Posts - Equipped with a leveling bolt to account for uneven floors.

- Height includes leveling bolt (completely tightened) and post cap. Leveling bolt can be adjusted 0.5" (13mm).
- Foot plates may be ordered separately and installed in place of leveling foot.
- Replacement leveling bolts: Zinc Cat. No. **RPF04-004**, Stainless Steel Cat. No. **RPF04-004C**
- Replacement post cap for standard posts: Black Cat. No. **RPC06-035**

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx Pkd. Wt. (lbs.)	Approx Pkd. Wt. (kg)
7P	**7PK3**	**7PK4**	**-**	7.375	187	0.5	0.3
13P	**13PK3**	**13PK4**	**13PS**	14.375	365	1	0.5
27P	**27PK3**	**27PK4**	**27PS**	28.375	720	1.75	0.75
33P	**33PK3**	**33PK4**	**33PS**	34.375	873	2	0.9
54P	**54PK3**	**54PK4**	**54PS**	54.4375	1382	3	1.4
63P	**63PK3**	**63PK4**	**63PS**	62.4375	1585	3.5	1.6
74P	**74PK3**	**74PK4**	**74PS**	74.5	1892	4	1.8
86P	**86PK3**	**86PK4**	**86PS**	86.5	2197	5	2.3
***96P**	**-**	**-**	**-**	96.5	2450	5.5	2.5

*96P should not be used on units less than 24" (610mm) deep. Consult Metro Engineering for alternate recommendations.



SiteSelect Posts feature double grooves every 8" (203mm) to aid assembly.



Stationary Post



Post for Stem Caster

Mobile Posts (For use with Stem Casters)

- Height includes post cap.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
13UP	**13UPK3**	**13UPK4**	**13UPS**	13.75	349	1	0.5
27UP	**27UPK3**	**27UPK4**	**27UPS**	27.75	704	1.75	0.75
33UP	**33UPK3**	**33UPK4**	**33UPS**	33.75	857	2	0.9
54UP	**54UPK3**	**54UPK4**	**54UPS**	53.8125	1366	3	1.4
63UP	**63UPK3**	**63UPK4**	**63UPS**	61.8125	1570	3.5	1.6
-	**70UPK3**	**70UPK4**	**-**	69.75	1771	3.75	1.7
74UP	**74UPK3**	**74UPK4**	**74UPS**	73.875	1876	4	1.8
86UP	**86UPK3**	**86UPK4**	**86UPS**	85.875	2181	4.5	2.0

Special Length Posts

Cut posts are available. Consult your Metro representative for more information.

Staked Posts (For use with Truck Dollies)

- Each post connects to the truck dolly through the stem receptacle. The stem receptacle is staked into the bottom of the post to ensure a durable connection in abusive mobile applications. Each includes a leveling/connecting bolt.

Cat. No. Chrome	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
54P-STKD	**54PS-STKD**	54.4375	1382	3	1.4
63P-STKD	**63PS-STKD**	62.4375	1585	3.5	1.6
74P-STKD	**74PS-STKD**	74.5	1892	4	1.8



Staked Post

Swaged Posts (For use with Stem Casters in Cart Wash Applications)

- Each post has an aluminum cap swaged into the top of the post.

Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
33UPS-SW	33.75	857	2	.9
54UPS-SW	53.8125	1366	3	1.4
63UPS-SW	61.8125	1570	3.5	1.6



Swaged Post

Job _____

Super Erecta Shelf®
Wire Shelving

We put space to work.

Super Wide Shelving



- **High-density Storage:** Super Wide shelves have a greater storage area for holding large quantities of supplies, especially large, bulky objects, providing maximum storage in minimum space.
- **Load Capacity (evenly distributed) per shelf:**

  Depths: 30" and 36" (760 and 914mm)

  800 lbs. (363kg) for lengths 48" (1219mm) or shorter.

  600 lbs. (272kg) for lengths 54" (1370mm) or longer.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
3036NC	**3036NK3**	**3036NK4**	**3036NS**	30x36	760x914	14.2	6.4
3048NC	**3048NK3**	**3048NK4**	**3048NS**	30x48	760x1219	17.7	8.0
3060NC	**3060NK3**	**3060NK4**	**3060NS**	30x60	760x1524	20.2	9.2
3072NC	**3072NK3**	**3072NK4**	**3072NS**	30x72	760x1829	22.7	10.3
3636NC	**3636NK3**	**-**	**3636NS**	36x36	910x914	16.7	7.6
3648NC	**3648NK3**	**-**	**3648NS**	36x48	910x1219	21.6	9.8
3660NC	**3660NK3**	**-**	**3660NS**	36x60	910x1524	26.4	12.0
3672NC	**3672NK3**	**-**	**3672NS**	36x72	910x1829	31.6	14.3

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Foot Plates



- Use to bolt units to the floor, or when a broader, more stable foot is desired. Foot plates also help to protect floors by distributing the point load of the shelving unit across a larger contact point.
- Foot plates (completely tightened) add .125" (3mm) to the specified heights of each stationary post on the table.

  Zinc Cat. No. **9993Z**

  Stainless Steel Cat. No. **9993S**

"S" Hook



- Used to add on shelving units with only two posts required. Order two per shelf level.

  Cat. No. **9995Z**

METRO®

We put space to work.

Item # _____

Job _____

Super Erecta® Shelf
Wire Shelving

NSF

- **Unique Design:** The open wire design of these shelves minimizes dust accumulation and allows free circulation of air, greater visibility of stored items and greater light penetration.
- **Durable Construction:** Super Erecta shelves and posts are constructed of heavy-gauge carbon steel or Type 304 stainless steel.
- **Choice of Finishes:** Super Erecta Brite™ and chrome-plated for dry storage; Metroseal™ Epoxy (green or gray), and Type 304 stainless steel for corrosive environments; and attractive epoxy color options for merchandising applications.
- **Metroseal:** Proprietary rust-resistant finish is a durable epoxy coating over a protective zinc substrate. Metroseal contains Microban® antimicrobial product protection which continuously fights the growth of bacteria, mold, and mildew that cause stains and odors. 12-year limited warranty against rust and corrosion.
- **Versatile:** Super Erecta® Shelf wire shelving can adapt to your changing needs. By using various accessories, hundreds of shelving configurations become possible.
- **Fast, Secure Assembly:** SiteSelect® Posts have a double groove visual guide feature every 8" (203mm), circular grooves at 1" (25mm) increments, and are numbered at 2" (50mm) intervals. A patented, tapered split sleeve snaps together around each post. Tapered openings in the shelf corners slide over the tapered split sleeves providing a positive lock. Shelf is assembled in minutes without the use of any special tools.
- **Adjustability:** Shelves can be adjusted at 1" (25mm) intervals along the entire length of the post.
- **Shelf Ribs:** Run front to back, allowing you to slide items on and off shelves smoothly.
- **Shelf Accessibility:** Shelves can be loaded/unloaded easily from all sides This open construction allows maximum use of storage cube.
- **Adjustable Feet:** Bolt levelers compensate for surface irregularities.

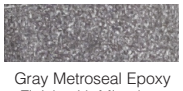
Note: Stainless stationary posts are equipped with stainless steel leveling feet.



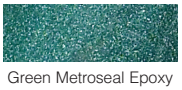
Super Erecta Chrome Wire



Super Erecta with Metroseal



Gray Metroseal Epoxy Finish with Microban



Green Metroseal Epoxy Finish with Microban

InterMetro Industries Corporation
North Washington Street, Wilkes-Barre, PA 18705
Product Information. U.S. and Canada: 1.800.992.1776
Outside U.S. and Canada: www.metro.com/contactus

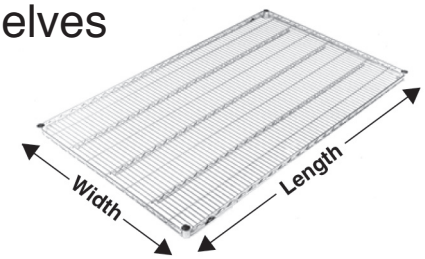
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Super Erecta® Shelf Wire Shelving

Wire Shelves







Aluminum Split Sleeve

- See spec sheet 10.14 for epoxy color options.
- Plastic split sleeves are included with each shelf Replacements are available: Cat. No. **9985** (bag of 4)
- Aluminum split sleeves are recommended for abusive mobile applications. Sleeves with stainless C-rings must be used for cart wash applications (exceeding 200°F/93°C) and for all autoclave applications.
  Cat. No. **9986Z** (bag of 4 with zinc C-rings)
  Cat. No. **9986S** (bag of 4 with stainless steel C-rings)
- Weight capacity (evenly distributed) per shelf
  800 lbs. (363kg) for lengths of 18" to 48" (457 to 1219mm)
  600 lbs. (272kg) for lengths of 54" (1370mm) or longer
- Weight capacity (evenly distributed) per unit.
  Stationary shelving units have a maximum load capacity (evenly distributed) of 2,000 lbs. (907kg). Mobile units have a maximum capacity of three times the caster load rating up to but not exceeding 1,000 lbs. (453kg) total. Consult the Metro catalog for caster load ratings.

Cat. No. Super Erecta Brite	Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
1424BR	**1424NC**	**1424NK3**	**1424NK4**	**1424NS**	14x24	355x610	5.3	2.4
1430BR	**1430NC**	**1430NK3**	**1430NK4**	**1430NS**	14x30	355x760	6.3	2.8
1436BR	**1436NC**	**1436NK3**	**1436NK4**	**1436NS**	14x36	355x914	7.5	3.4
1442BR	**1442NC**	**1442NK3**	**1442NK4**	**1442NS**	14x42	355x1066	8.3	3.8
1448BR	**1448NC**	**1448NK3**	**1448NK4**	**1448NS**	14x48	355x1219	9.4	4.3
1460BR	**1460NC**	**1460NK3**	**1460NK4**	**1460NS**	14x60	355x1524	11.8	5.4
1472BR	**1472NC**	**1472NK3**	**1472NK4**	**1472NS**	14x72	355x1829	14.4	6.5
-	**1818NC**	**1818NK3**	**1818NK4**	**-**	18x18	457x457	5.3	2.4
1824BR	**1824NC**	**1824NK3**	**1824NK4**	**1824NS**	18x24	457x610	6.1	2.7
1830BR	**1830NC**	**1830NK3**	**1830NK4**	**1830NS**	18x30	457x760	7.1	3.2
1836BR	**1836NC**	**1836NK3**	**1836NK4**	**1836NS**	18x36	457x914	8.2	3.7
1842BR	**1842NC**	**1842NK3**	**1842NK4**	**1842NS**	18x42	457x1066	9.3	4.2
1848BR	**1848NC**	**1848NK3**	**1848NK4**	**1848NS**	18x48	457x1219	10.7	4.9
1854BR	**1854NC**	**1854NK3**	**1854NK4**	**1854NS**	18x54	457x1370	11.9	5.4
1860BR	**1860NC**	**1860NK3**	**1860NK4**	**1860NS**	18x60	457x1524	13.4	6.1
1872BR	**1872NC**	**1872NK3**	**1872NK4**	**1872NS**	18x72	457x1829	14.6	6.6
2124BR	**2124NC**	**2124NK3**	**2124NK4**	**2124NS**	21x24	530x610	10.1	4.6
2130BR	**2130NC**	**2130NK3**	**2130NK4**	**2130NS**	21x30	530x760	10.5	4.8
2136BR	**2136NC**	**2136NK3**	**2136NK4**	**2136NS**	21x36	530x914	10.7	4.9
2142BR	**2142NC**	**2142NK3**	**2142NK4**	**2142NS**	21x42	530x1066	11.5	5.2
2148BR	**2148NC**	**2148NK3**	**2148NK4**	**2148NS**	21x48	530x1219	11.9	5.4
2154BR	**2154NC**	**2154NK3**	**2154NK4**	**2154NS**	21x54	530x1370	12.9	5.8
2160BR	**2160NC**	**2160NK3**	**2160NK4**	**2160NS**	21x60	530x1524	13.4	6.1
2172BR	**2172NC**	**2172NK3**	**2172NK4**	**2172NS**	21x72	530x1829	14.4	6.5
2424BR	**2424NC**	**2424NK3**	**2424NK4**	**2424NS**	24x24	610x610	6.5	3.0
2430BR	**2430NC**	**2430NK3**	**2430NK4**	**2430NS**	24x30	610x760	8.3	3.8
2436BR	**2436NC**	**2436NK3**	**2436NK4**	**2436NS**	24x36	610x914	10.1	4.6
2442BR	**2442NC**	**2442NK3**	**2442NK4**	**2442NS**	24x42	610x1066	11.9	5.4
2448BR	**2448NC**	**2448NK3**	**2448NK4**	**2448NS**	24x48	610x1219	14.2	6.4
2454BR	**2454NC**	**2454NK3**	**2454NK4**	**2454NS**	24x54	610x1370	16.1	7.3
2460BR	**2460NC**	**2460NK3**	**2460NK4**	**2460NS**	24x60	610x1524	18.0	8.2
2472BR	**2472NC**	**2472NK3**	**2472NK4**	**2472NS**	24x72	610x1829	21.4	9.7

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Note: The following restrictions apply to shelving units that utilize 14" (355mm) wide shelves:
Free-standing units: Units taller than 63" (1600mm) must be properly fastened to the floor or wall using Metro foot plates or wall brackets.
Mobile units: maximum allowable post height is 54" (1370mm).

Super Erecta® Shelf Wire Shelving

SiteSelect® Posts

Stationary Posts - Equipped with a leveling bolt to account for uneven floors.

- Height includes leveling bolt (completely tightened) and post cap. Leveling bolt can be adjusted 0.5" (13mm).
- Foot plates may be ordered separately and installed in place of leveling foot.
- Replacement leveling bolts: Zinc Cat. No. **RPF04-004**, Stainless Steel Cat. No. **RPF04-004C**
- Replacement post cap for standard posts: Black Cat. No. **RPC06-035**

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx Pkd. Wt. (lbs.)	Approx Pkd. Wt. (kg)
7P	**7PK3**	**7PK4**	**-**	7.375	187	0.5	0.3
13P	**13PK3**	**13PK4**	**13PS**	14.375	365	1	0.5
27P	**27PK3**	**27PK4**	**27PS**	28.375	720	1.75	0.75
33P	**33PK3**	**33PK4**	**33PS**	34.375	873	2	0.9
54P	**54PK3**	**54PK4**	**54PS**	54.4375	1382	3	1.4
63P	**63PK3**	**63PK4**	**63PS**	62.4375	1585	3.5	1.6
74P	**74PK3**	**74PK4**	**74PS**	74.5	1892	4	1.8
86P	**86PK3**	**86PK4**	**86PS**	86.5	2197	5	2.3
***96P**	**-**	**-**	**-**	96.5	2450	5.5	2.5

*96P should not be used on units less than 24" (610mm) deep. Consult Metro Engineering for alternate recommendations.



SiteSelect Posts feature double grooves every 8" (203mm) to aid assembly.



Stationary Post



Post for Stem Caster

Mobile Posts (For use with Stem Casters)

- Height includes post cap.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
13UP	**13UPK3**	**13UPK4**	**13UPS**	13.75	349	1	0.5
27UP	**27UPK3**	**27UPK4**	**27UPS**	27.75	704	1.75	0.75
33UP	**33UPK3**	**33UPK4**	**33UPS**	33.75	857	2	0.9
54UP	**54UPK3**	**54UPK4**	**54UPS**	53.8125	1366	3	1.4
63UP	**63UPK3**	**63UPK4**	**63UPS**	61.8125	1570	3.5	1.6
-	**70UPK3**	**70UPK4**	**-**	69.75	1771	3.75	1.7
74UP	**74UPK3**	**74UPK4**	**74UPS**	73.875	1876	4	1.8
86UP	**86UPK3**	**86UPK4**	**86UPS**	85.875	2181	4.5	2.0

Special Length Posts

Cut posts are available. Consult your Metro representative for more information.

Staked Posts (For use with Truck Dollies)

- Each post connects to the truck dolly through the stem receptacle. The stem receptacle is staked into the bottom of the post to ensure a durable connection in abusive mobile applications. Each includes a leveling/connecting bolt.

Cat. No. Chrome	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
54P-STKD	**54PS-STKD**	54.4375	1382	3	1.4
63P-STKD	**63PS-STKD**	62.4375	1585	3.5	1.6
74P-STKD	**74PS-STKD**	74.5	1892	4	1.8



Staked Post

Swaged Posts (For use with Stem Casters in Cart Wash Applications)

- Each post has an aluminum cap swaged into the top of the post.

Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
33UPS-SW	33.75	857	2	.9
54UPS-SW	53.8125	1366	3	1.4
63UPS-SW	61.8125	1570	3.5	1.6



Swaged Post

Job _____

Super Erecta Shelf®
Wire Shelving

We put space to work.

Super Wide Shelving



- **High-density Storage:** Super Wide shelves have a greater storage area for holding large quantities of supplies, especially large, bulky objects, providing maximum storage in minimum space.
- **Load Capacity (evenly distributed) per shelf:**

  Depths: 30" and 36" (760 and 914mm)

  800 lbs. (363kg) for lengths 48" (1219mm) or shorter.

  600 lbs. (272kg) for lengths 54" (1370mm) or longer.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
3036NC	**3036NK3**	**3036NK4**	**3036NS**	30x36	760x914	14.2	6.4
3048NC	**3048NK3**	**3048NK4**	**3048NS**	30x48	760x1219	17.7	8.0
3060NC	**3060NK3**	**3060NK4**	**3060NS**	30x60	760x1524	20.2	9.2
3072NC	**3072NK3**	**3072NK4**	**3072NS**	30x72	760x1829	22.7	10.3
3636NC	**3636NK3**	**-**	**3636NS**	36x36	910x914	16.7	7.6
3648NC	**3648NK3**	**-**	**3648NS**	36x48	910x1219	21.6	9.8
3660NC	**3660NK3**	**-**	**3660NS**	36x60	910x1524	26.4	12.0
3672NC	**3672NK3**	**-**	**3672NS**	36x72	910x1829	31.6	14.3

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Foot Plates



- Use to bolt units to the floor, or when a broader, more stable foot is desired. Foot plates also help to protect floors by distributing the point load of the shelving unit across a larger contact point.
- Foot plates (completely tightened) add .125" (3mm) to the specified heights of each stationary post on the table.

  Zinc Cat. No. **9993Z**

  Stainless Steel Cat. No. **9993S**

"S" Hook



- Used to add on shelving units with only two posts required. Order two per shelf level.

  Cat. No. **9995Z**

Item # _____

Job _____

WIRE SHELVING ACCESSORIES

Decorator Shelf Inlays

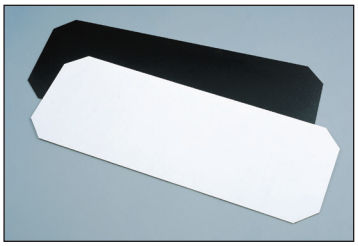
Hardboard mats prevent small items from falling through wire shelves. Fit between posts and level with top of shelf edge. Single packed.

Material — 1/8" (3.2mm) thick cardboard with textured vinyl laminate on each side.

Cleaning instructions — May be wiped with damp cloth. Cannot be immersed in liquid.

Model No.	Width/Length (in.)	(mm)	Description
1436BWI	14x36	355x914	Reversible, Black and White
1448BWI	14x48	355x1219	Reversible, Black and White
1824BWI	18x24	457x610	Reversible, Black and White
1836BWI	18x36	457x914	Reversible, Black and White
1848BWI	18x48	457x1219	Reversible, Black and White
2424BWI	24x24	610x610	Reversible, Black and White
2436BWI	24x36	610x914	Reversible, Black and White
2448BWI	24x48	610x1219	Reversible, Black and White

Note: Inlays interfere with the attachment of ledges and dividers. The user may modify the inlay to accommodate these accessories.



Decorator Shelf Inlays

Clear Shelf Inlays

Nearly invisible solid plastic mat retains the open-wire look of shelves and allows light penetration. Sold in packages of 4.

Material — 0.02" (0.5mm) thick PETG

Model No.	Width/Length (in.)	(mm)
1436CI-4	14x36	355x914
1448CI-4	14x48	355x1219
1460CI-4	14x60	355x1524
1836CI-4	18x36	457x914
1848CI-4	18x48	457x1219
1860CI-4	18x60	457x1524
2136CI-4	21x36	530x914
2148CI-4	21x48	530x1219
2160CI-4	21x60	530x1524
2436CI-4	24x36	610x914
2448CI-4	24x48	610x1219
2460CI-4	24x60	610x1524



Clear Shelf Inlays

Triangle Shelves

Put unused corner space to work while keeping traffic aisles clear.

- Shelf sizes correspond to width (depth) of Super Erecta Shelving for add-on capability.
- Shelves attach to standard Super Erecta or qwikSLOT posts.
- Weight capacity — 100 lb. (45.4kg)

Model No. Chrome	Model No. Black	Size Width (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
H18TRC	H18TRB	18	457	15 1/2	7
H24TRC	H24TRB	24	610	21 1/2	10

Not intended for mobile applications.
Maximum allowable usage height for free-standing unit is 54" (1370mm).



Triangle Shelf

InterMetro Industries Corporation
North Washington Street
Wilkes-Barre, PA 18705
www.metro.com

EMERSON
Commercial & Residential Solutions

WIRE SHELVING ACCESSORIES

Aluminum Split Sleeves

Improved design is easier to install. For high temperature, over the road, or conductive applications. Zinc or stainless steel retainer rings available to secure shelf. One bag required per shelf; 4 pairs per bag.

Model No.	Description
9986Z	Aluminum Split Sleeves with Zinc Rings
9986S	Aluminum Split Sleeves with Stainless Rings

Note: Cannot be used with Super Adjustable shelves.



High Temperature Usage

Aluminum split sleeves — high temperature usage (Stationary Unit)

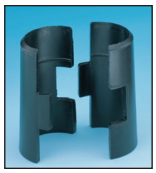
- A chrome plated Super Erecta wire shelving unit can be used to a maximum of 250°F (121°C).
- A stainless steel Super Erecta wire shelving unit can be used to 500°F (260°C).

For mobile units, please factor the usage requirements of the caster.

Replacement Plastic Split Sleeves for Super Erecta Shelves

One bag required per shelf; 4 pairs per bag.
Black. Model No. **9985**
White. Model No. **9985W**

Note: White post caps and white split sleeves are standard with white designer shelving only.





Replacement Super Adjustable Super Erecta Corner Releases, Wedges, and Sleeves

Replacement parts for Super Adjustable and original Super Adjustable. One bag required per shelf. Each kit includes (4) corner releases, (4) wedges, and (4) sleeves.
Model No. **SAKITA2**



"S " Hooks

Use to eliminate two posts per adjacent unit. Sold individually. Two are required per shelf. Model No. **9995Z**

Notes:

- May only be used in stationary applications.
- Must use a minimum of (2) posts per adjacent add-on unit.
- Weight capacities of adjacent shelving units connected by "S" hooks – standard weight capacities of shelves and stationary units apply. For the most common configurations involving 54" (1370mm) or taller posts and 4-tiers of shelving, weight capacities are as follows: starter unit with (4) posts = 2,000 lbs. (907kg) evenly distributed; add-on unit with (2) posts and (2) "S" hooks per level = 2,000 lbs. (907kg) evenly distributed.
- The distance between two adjacent shelving units — collar to collar — connected by "S" hooks is $^{1}/_{16}$" (1.6mm).

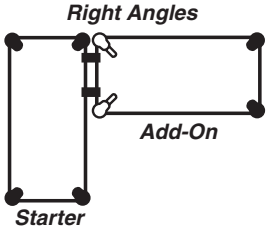


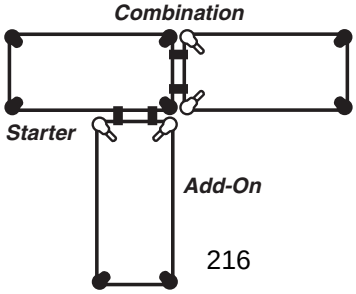
Security Shelf Connector Kit

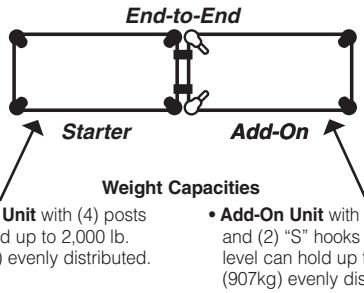
Kit includes (2) "S" hooks, (2) screws, and (2) bolts. Used for added security to "add-on" shelving units. One connector kit required for each connection.
Chrome.
Model No. **H9995C**
Black.
Model No. **H9995B**











Weight Capacities

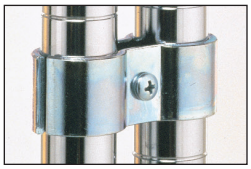
- **Starter Unit** with (4) posts can hold up to 2,000 lb. (907kg) evenly distributed.
- **Add-On Unit** with (2) posts and (2) "S" hooks per shelf level can hold up to 2,000 lb. (907kg) evenly distributed.

WIRE SHELVING ACCESSORIES

Post Clamps

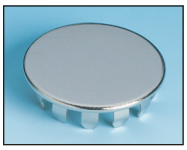
Joins units together for maximum strength.
Zinc-plated. Model No. **9994Z**
Black. Model No. **9994BL**

Notes:
A post clamp adds 5/32" (4mm) between the base of the collars on adjacent units.
The distance between the snake frames on the adjacent units is 7/32" (6mm).
Enclosure panels CANNOT be attached on the ends where post clamps join adjacent units.



Hole Plugs (for Shelves)

This chrome-plated cover is used to fill shelf-corner openings. Use whenever posts have been eliminated by "S" hooks.
Model No. **9997C**



Foot Plates

Use to bolt units to the floor, or when a broader, more stable foot is desired. Replaces standard post leveling bolt.
Zinc. Model No. **9993Z**
Stainless Steel. Model No. **9993S**
Black. Model No. **9993BL**



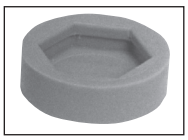
Wall Clamps

Give single units greater stability.
Model No. **9984C**



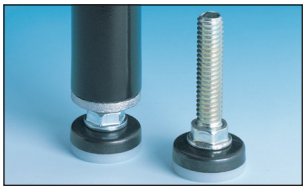
Glides

Smooth polymer cover fits over leveling bolt to protect floors.
Material — HDPE
Model No. **9991P**



Decorative Leveling Foot

Decorative alternative for post. Compensates for uneven surfaces.
Chrome. Model No. **HDFC**
Black. Model No. **HDFB**



Decorative Casters

- Black nylon housing with non-marking polymer tread.
- 2 1/2" (63mm) models have threaded stem and attach to standard stationary shelving posts. Weight capacity of unit with (4) HDC3BB casters is 300 lb. (136kg).
- 4" (100mm) casters have a non-threaded stem and attach to standard mobile (-UP) posts. Weight capacity of a unit is 675 lb. (306kg)

Model No.	Type	Diameter (in.)	Diameter (mm)
HDC3BB	Swivel/Brake	2 1/2	63
HDC5B	Swivel	4	100
HDC5BB	Swivel/Brake	4	100



HDC5B ***HDC5BB***

10.06

Job _____

Keyboard Tray

Attaches to all Metro wire shelves, 36" (914mm) length or longer. Mouse Tray adapts to left or right of Keyboard Tray. Flip-top compartment provides convenient storage. Constructed of durable high-impact polystyrene. Assembles easily.

- Hardware included for attachment to Metro wire shelves; template provided for attachment to solid desk surfaces.
- Keyboard Tray Dimensions: 22" L. (559mm) x 15½" W. (394mm).
- Dimension with Mouse Tray fully extended: 29½" L. (749mm) x 15½" W. (394mm).

Model No. **CKS1522BL**

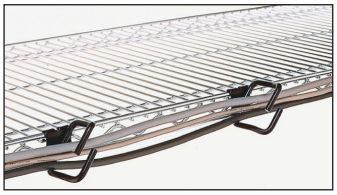


Keyboard Tray

Wire Management Device

Keeps wires and cables neatly organized both horizontally and vertically. Easily snaps over the edge of any Super Erecta wire or qwikSLOT shelf. Black epoxy finish.

Model No.	Width (in.)	Width (mm)	Length (in.)	Length (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
CWM	2	51	2	51	.5	.25

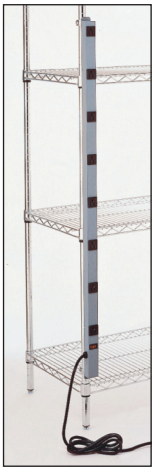


Wire Management Device

Power Strip

- Mounts quickly and easily to either a Super Erecta or qwikSLOT post.
- Includes a 15 foot (4572mm) long cord.
- Mounting brackets and hardware included.
- UL/CSA approved.
- 15 Amp Circuit Breaker.
- Illuminated Power Switch. 15A/125VAC.60Hz/1875 W.
- Gray/blue finish.
- 14/3 SJT Molded Power Supply Cord.

Model No.	Width (in.)	Width (mm)	Length (in.)	Length (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
CPS48	1½	38	48	1219	6	2.72

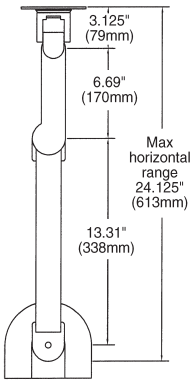


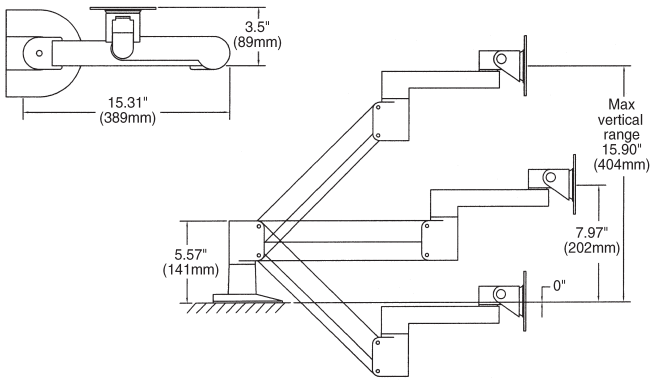
Power Strip

Surface Mount Swing Arm for Flat Monitor

Model No. **LTFMA**







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Wire Shelving Accessories

METRO®

We put space to work.

Item # _____

Job _____

Super Erecta® Shelf
Wire Shelving

NSF

- **Unique Design:** The open wire design of these shelves minimizes dust accumulation and allows free circulation of air, greater visibility of stored items and greater light penetration.
- **Durable Construction:** Super Erecta shelves and posts are constructed of heavy-gauge carbon steel or Type 304 stainless steel.
- **Choice of Finishes:** Super Erecta Brite™ and chrome-plated for dry storage; Metroseal™ Epoxy (green or gray), and Type 304 stainless steel for corrosive environments; and attractive epoxy color options for merchandising applications.
- **Metroseal:** Proprietary rust-resistant finish is a durable epoxy coating over a protective zinc substrate. Metroseal contains Microban® antimicrobial product protection which continuously fights the growth of bacteria, mold, and mildew that cause stains and odors. 12-year limited warranty against rust and corrosion.
- **Versatile:** Super Erecta® Shelf wire shelving can adapt to your changing needs. By using various accessories, hundreds of shelving configurations become possible.
- **Fast, Secure Assembly:** SiteSelect® Posts have a double groove visual guide feature every 8" (203mm), circular grooves at 1" (25mm) increments, and are numbered at 2" (50mm) intervals. A patented, tapered split sleeve snaps together around each post. Tapered openings in the shelf corners slide over the tapered split sleeves providing a positive lock. Shelf is assembled in minutes without the use of any special tools.
- **Adjustability:** Shelves can be adjusted at 1" (25mm) intervals along the entire length of the post.
- **Shelf Ribs:** Run front to back, allowing you to slide items on and off shelves smoothly.
- **Shelf Accessibility:** Shelves can be loaded/unloaded easily from all sides This open construction allows maximum use of storage cube.
- **Adjustable Feet:** Bolt levelers compensate for surface irregularities.

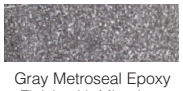
Note: Stainless stationary posts are equipped with stainless steel leveling feet.



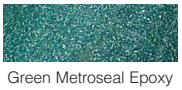
Super Erecta Chrome Wire



Super Erecta with Metroseal



Gray Metroseal Epoxy Finish with Microban



Green Metroseal Epoxy Finish with Microban

InterMetro Industries Corporation
North Washington Street, Wilkes-Barre, PA 18705
Product Information. U.S. and Canada: 1.800.992.1776
Outside U.S. and Canada: www.metro.com/contactus

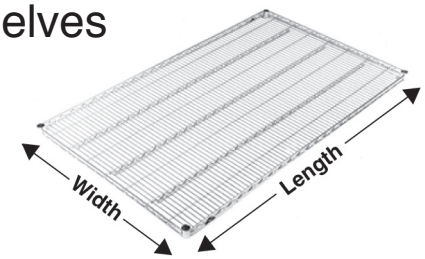
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Super Erecta® Shelf Wire Shelving

Wire Shelves







Aluminum Split Sleeve

- See spec sheet 10.14 for epoxy color options.
- Plastic split sleeves are included with each shelf Replacements are available: Cat. No. **9985** (bag of 4)
- Aluminum split sleeves are recommended for abusive mobile applications. Sleeves with stainless C-rings must be used for cart wash applications (exceeding 200°F/93°C) and for all autoclave applications.
  Cat. No. **9986Z** (bag of 4 with zinc C-rings)
  Cat. No. **9986S** (bag of 4 with stainless steel C-rings)
- Weight capacity (evenly distributed) per shelf
  800 lbs. (363kg) for lengths of 18" to 48" (457 to 1219mm)
  600 lbs. (272kg) for lengths of 54" (1370mm) or longer
- Weight capacity (evenly distributed) per unit.
  Stationary shelving units have a maximum load capacity (evenly distributed) of 2,000 lbs. (907kg). Mobile units have a maximum capacity of three times the caster load rating up to but not exceeding 1,000 lbs. (453kg) total. Consult the Metro catalog for caster load ratings.

Cat. No. Super Erecta Brite	Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
1424BR	**1424NC**	**1424NK3**	**1424NK4**	**1424NS**	14x24	355x610	5.3	2.4
1430BR	**1430NC**	**1430NK3**	**1430NK4**	**1430NS**	14x30	355x760	6.3	2.8
1436BR	**1436NC**	**1436NK3**	**1436NK4**	**1436NS**	14x36	355x914	7.5	3.4
1442BR	**1442NC**	**1442NK3**	**1442NK4**	**1442NS**	14x42	355x1066	8.3	3.8
1448BR	**1448NC**	**1448NK3**	**1448NK4**	**1448NS**	14x48	355x1219	9.4	4.3
1460BR	**1460NC**	**1460NK3**	**1460NK4**	**1460NS**	14x60	355x1524	11.8	5.4
1472BR	**1472NC**	**1472NK3**	**1472NK4**	**1472NS**	14x72	355x1829	14.4	6.5
-	**1818NC**	**1818NK3**	**1818NK4**	**-**	18x18	457x457	5.3	2.4
1824BR	**1824NC**	**1824NK3**	**1824NK4**	**1824NS**	18x24	457x610	6.1	2.7
1830BR	**1830NC**	**1830NK3**	**1830NK4**	**1830NS**	18x30	457x760	7.1	3.2
1836BR	**1836NC**	**1836NK3**	**1836NK4**	**1836NS**	18x36	457x914	8.2	3.7
1842BR	**1842NC**	**1842NK3**	**1842NK4**	**1842NS**	18x42	457x1066	9.3	4.2
1848BR	**1848NC**	**1848NK3**	**1848NK4**	**1848NS**	18x48	457x1219	10.7	4.9
1854BR	**1854NC**	**1854NK3**	**1854NK4**	**1854NS**	18x54	457x1370	11.9	5.4
1860BR	**1860NC**	**1860NK3**	**1860NK4**	**1860NS**	18x60	457x1524	13.4	6.1
1872BR	**1872NC**	**1872NK3**	**1872NK4**	**1872NS**	18x72	457x1829	14.6	6.6
2124BR	**2124NC**	**2124NK3**	**2124NK4**	**2124NS**	21x24	530x610	10.1	4.6
2130BR	**2130NC**	**2130NK3**	**2130NK4**	**2130NS**	21x30	530x760	10.5	4.8
2136BR	**2136NC**	**2136NK3**	**2136NK4**	**2136NS**	21x36	530x914	10.7	4.9
2142BR	**2142NC**	**2142NK3**	**2142NK4**	**2142NS**	21x42	530x1066	11.5	5.2
2148BR	**2148NC**	**2148NK3**	**2148NK4**	**2148NS**	21x48	530x1219	11.9	5.4
2154BR	**2154NC**	**2154NK3**	**2154NK4**	**2154NS**	21x54	530x1370	12.9	5.8
2160BR	**2160NC**	**2160NK3**	**2160NK4**	**2160NS**	21x60	530x1524	13.4	6.1
2172BR	**2172NC**	**2172NK3**	**2172NK4**	**2172NS**	21x72	530x1829	14.4	6.5
2424BR	**2424NC**	**2424NK3**	**2424NK4**	**2424NS**	24x24	610x610	6.5	3.0
2430BR	**2430NC**	**2430NK3**	**2430NK4**	**2430NS**	24x30	610x760	8.3	3.8
2436BR	**2436NC**	**2436NK3**	**2436NK4**	**2436NS**	24x36	610x914	10.1	4.6
2442BR	**2442NC**	**2442NK3**	**2442NK4**	**2442NS**	24x42	610x1066	11.9	5.4
2448BR	**2448NC**	**2448NK3**	**2448NK4**	**2448NS**	24x48	610x1219	14.2	6.4
2454BR	**2454NC**	**2454NK3**	**2454NK4**	**2454NS**	24x54	610x1370	16.1	7.3
2460BR	**2460NC**	**2460NK3**	**2460NK4**	**2460NS**	24x60	610x1524	18.0	8.2
2472BR	**2472NC**	**2472NK3**	**2472NK4**	**2472NS**	24x72	610x1829	21.4	9.7

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Note: The following restrictions apply to shelving units that utilize 14" (355mm) wide shelves:
Free-standing units: Units taller than 63" (1600mm) must be properly fastened to the floor or wall using Metro foot plates or wall brackets.
Mobile units: maximum allowable post height is 54" (1370mm).

Super Erecta® Shelf Wire Shelving

SiteSelect® Posts

Stationary Posts - Equipped with a leveling bolt to account for uneven floors.

- Height includes leveling bolt (completely tightened) and post cap. Leveling bolt can be adjusted 0.5" (13mm).
- Foot plates may be ordered separately and installed in place of leveling foot.
- Replacement leveling bolts: Zinc Cat. No. **RPF04-004**, Stainless Steel Cat. No. **RPF04-004C**
- Replacement post cap for standard posts: Black Cat. No. **RPC06-035**

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx Pkd. Wt. (lbs.)	Approx Pkd. Wt. (kg)
7P	**7PK3**	**7PK4**	**-**	7.375	187	0.5	0.3
13P	**13PK3**	**13PK4**	**13PS**	14.375	365	1	0.5
27P	**27PK3**	**27PK4**	**27PS**	28.375	720	1.75	0.75
33P	**33PK3**	**33PK4**	**33PS**	34.375	873	2	0.9
54P	**54PK3**	**54PK4**	**54PS**	54.4375	1382	3	1.4
63P	**63PK3**	**63PK4**	**63PS**	62.4375	1585	3.5	1.6
74P	**74PK3**	**74PK4**	**74PS**	74.5	1892	4	1.8
86P	**86PK3**	**86PK4**	**86PS**	86.5	2197	5	2.3
***96P**	**-**	**-**	**-**	96.5	2450	5.5	2.5

*96P should not be used on units less than 24" (610mm) deep. Consult Metro Engineering for alternate recommendations.



SiteSelect Posts feature double grooves every 8" (203mm) to aid assembly.



Stationary Post



Post for Stem Caster

Mobile Posts (For use with Stem Casters)

- Height includes post cap.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
13UP	**13UPK3**	**13UPK4**	**13UPS**	13.75	349	1	0.5
27UP	**27UPK3**	**27UPK4**	**27UPS**	27.75	704	1.75	0.75
33UP	**33UPK3**	**33UPK4**	**33UPS**	33.75	857	2	0.9
54UP	**54UPK3**	**54UPK4**	**54UPS**	53.8125	1366	3	1.4
63UP	**63UPK3**	**63UPK4**	**63UPS**	61.8125	1570	3.5	1.6
-	**70UPK3**	**70UPK4**	**-**	69.75	1771	3.75	1.7
74UP	**74UPK3**	**74UPK4**	**74UPS**	73.875	1876	4	1.8
86UP	**86UPK3**	**86UPK4**	**86UPS**	85.875	2181	4.5	2.0

Special Length Posts

Cut posts are available. Consult your Metro representative for more information.

Staked Posts (For use with Truck Dollies)

- Each post connects to the truck dolly through the stem receptacle. The stem receptacle is staked into the bottom of the post to ensure a durable connection in abusive mobile applications. Each includes a leveling/connecting bolt.

Cat. No. Chrome	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
54P-STKD	**54PS-STKD**	54.4375	1382	3	1.4
63P-STKD	**63PS-STKD**	62.4375	1585	3.5	1.6
74P-STKD	**74PS-STKD**	74.5	1892	4	1.8



Staked Post

Swaged Posts (For use with Stem Casters in Cart Wash Applications)

- Each post has an aluminum cap swaged into the top of the post.

Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
33UPS-SW	33.75	857	2	.9
54UPS-SW	53.8125	1366	3	1.4
63UPS-SW	61.8125	1570	3.5	1.6



Swaged Post

10.01

Job _____

Super Erecta Shelf®
Wire Shelving

We put space to work.

Super Wide Shelving



- **High-density Storage:** Super Wide shelves have a greater storage area for holding large quantities of supplies, especially large, bulky objects, providing maximum storage in minimum space.
- **Load Capacity (evenly distributed) per shelf:**
  Depths: 30" and 36" (760 and 914mm)
  800 lbs. (363kg) for lengths 48" (1219mm) or shorter.
  600 lbs. (272kg) for lengths 54" (1370mm) or longer.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
3036NC	**3036NK3**	**3036NK4**	**3036NS**	30x36	760x914	14.2	6.4
3048NC	**3048NK3**	**3048NK4**	**3048NS**	30x48	760x1219	17.7	8.0
3060NC	**3060NK3**	**3060NK4**	**3060NS**	30x60	760x1524	20.2	9.2
3072NC	**3072NK3**	**3072NK4**	**3072NS**	30x72	760x1829	22.7	10.3
3636NC	**3636NK3**	**-**	**3636NS**	36x36	910x914	16.7	7.6
3648NC	**3648NK3**	**-**	**3648NS**	36x48	910x1219	21.6	9.8
3660NC	**3660NK3**	**-**	**3660NS**	36x60	910x1524	26.4	12.0
3672NC	**3672NK3**	**-**	**3672NS**	36x72	910x1829	31.6	14.3

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Foot Plates



- Use to bolt units to the floor, or when a broader, more stable foot is desired. Foot plates also help to protect floors by distributing the point load of the shelving unit across a larger contact point.
- Foot plates (completely tightened) add .125" (3mm) to the specified heights of each stationary post on the table.
  Zinc Cat. No. **9993Z**
  Stainless Steel Cat. No. **9993S**

"S" Hook



- Used to add on shelving units with only two posts required. Order two per shelf level.
  Cat. No. **9995Z**

METRO®

We put space to work.

Item # _____

Job _____

Super Erecta® Shelf
Wire Shelving

NSF

- **Unique Design:** The open wire design of these shelves minimizes dust accumulation and allows free circulation of air, greater visibility of stored items and greater light penetration.
- **Durable Construction:** Super Erecta shelves and posts are constructed of heavy-gauge carbon steel or Type 304 stainless steel.
- **Choice of Finishes:** Super Erecta Brite™ and chrome-plated for dry storage; Metroseal™ Epoxy (green or gray), and Type 304 stainless steel for corrosive environments; and attractive epoxy color options for merchandising applications.
- **Metroseal:** Proprietary rust-resistant finish is a durable epoxy coating over a protective zinc substrate. Metroseal contains Microban® antimicrobial product protection which continuously fights the growth of bacteria, mold, and mildew that cause stains and odors. 12-year limited warranty against rust and corrosion.
- **Versatile:** Super Erecta® Shelf wire shelving can adapt to your changing needs. By using various accessories, hundreds of shelving configurations become possible.
- **Fast, Secure Assembly:** SiteSelect® Posts have a double groove visual guide feature every 8" (203mm), circular grooves at 1" (25mm) increments, and are numbered at 2" (50mm) intervals. A patented, tapered split sleeve snaps together around each post. Tapered openings in the shelf corners slide over the tapered split sleeves providing a positive lock. Shelf is assembled in minutes without the use of any special tools.
- **Adjustability:** Shelves can be adjusted at 1" (25mm) intervals along the entire length of the post.
- **Shelf Ribs:** Run front to back, allowing you to slide items on and off shelves smoothly.
- **Shelf Accessibility:** Shelves can be loaded/unloaded easily from all sides This open construction allows maximum use of storage cube.
- **Adjustable Feet:** Bolt levelers compensate for surface irregularities.

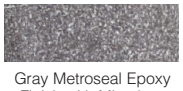
Note: Stainless stationary posts are equipped with stainless steel leveling feet.



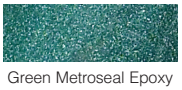
Super Erecta Chrome Wire



Super Erecta with Metroseal



Gray Metroseal Epoxy Finish with Microban



Green Metroseal Epoxy Finish with Microban

InterMetro Industries Corporation
North Washington Street, Wilkes-Barre, PA 18705
Product Information. U.S. and Canada: 1.800.992.1776
Outside U.S. and Canada: www.metro.com/contactus

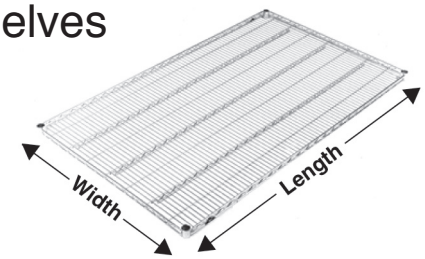
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Super Erecta® Shelf Wire Shelving

Wire Shelves







Aluminum Split Sleeve

- See spec sheet 10.14 for epoxy color options.
- Plastic split sleeves are included with each shelf Replacements are available: Cat. No. **9985** (bag of 4)
- Aluminum split sleeves are recommended for abusive mobile applications. Sleeves with stainless C-rings must be used for cart wash applications (exceeding 200°F/93°C) and for all autoclave applications.
  Cat. No. **9986Z** (bag of 4 with zinc C-rings)
  Cat. No. **9986S** (bag of 4 with stainless steel C-rings)
- Weight capacity (evenly distributed) per shelf
  800 lbs. (363kg) for lengths of 18" to 48" (457 to 1219mm)
  600 lbs. (272kg) for lengths of 54" (1370mm) or longer
- Weight capacity (evenly distributed) per unit.
  Stationary shelving units have a maximum load capacity (evenly distributed) of 2,000 lbs. (907kg). Mobile units have a maximum capacity of three times the caster load rating up to but not exceeding 1,000 lbs. (453kg) total. Consult the Metro catalog for caster load ratings.

Cat. No. Super Erecta Brite	Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
1424BR	**1424NC**	**1424NK3**	**1424NK4**	**1424NS**	14x24	355x610	5.3	2.4
1430BR	**1430NC**	**1430NK3**	**1430NK4**	**1430NS**	14x30	355x760	6.3	2.8
1436BR	**1436NC**	**1436NK3**	**1436NK4**	**1436NS**	14x36	355x914	7.5	3.4
1442BR	**1442NC**	**1442NK3**	**1442NK4**	**1442NS**	14x42	355x1066	8.3	3.8
1448BR	**1448NC**	**1448NK3**	**1448NK4**	**1448NS**	14x48	355x1219	9.4	4.3
1460BR	**1460NC**	**1460NK3**	**1460NK4**	**1460NS**	14x60	355x1524	11.8	5.4
1472BR	**1472NC**	**1472NK3**	**1472NK4**	**1472NS**	14x72	355x1829	14.4	6.5
-	**1818NC**	**1818NK3**	**1818NK4**	**-**	18x18	457x457	5.3	2.4
1824BR	**1824NC**	**1824NK3**	**1824NK4**	**1824NS**	18x24	457x610	6.1	2.7
1830BR	**1830NC**	**1830NK3**	**1830NK4**	**1830NS**	18x30	457x760	7.1	3.2
1836BR	**1836NC**	**1836NK3**	**1836NK4**	**1836NS**	18x36	457x914	8.2	3.7
1842BR	**1842NC**	**1842NK3**	**1842NK4**	**1842NS**	18x42	457x1066	9.3	4.2
1848BR	**1848NC**	**1848NK3**	**1848NK4**	**1848NS**	18x48	457x1219	10.7	4.9
1854BR	**1854NC**	**1854NK3**	**1854NK4**	**1854NS**	18x54	457x1370	11.9	5.4
1860BR	**1860NC**	**1860NK3**	**1860NK4**	**1860NS**	18x60	457x1524	13.4	6.1
1872BR	**1872NC**	**1872NK3**	**1872NK4**	**1872NS**	18x72	457x1829	14.6	6.6
2124BR	**2124NC**	**2124NK3**	**2124NK4**	**2124NS**	21x24	530x610	10.1	4.6
2130BR	**2130NC**	**2130NK3**	**2130NK4**	**2130NS**	21x30	530x760	10.5	4.8
2136BR	**2136NC**	**2136NK3**	**2136NK4**	**2136NS**	21x36	530x914	10.7	4.9
2142BR	**2142NC**	**2142NK3**	**2142NK4**	**2142NS**	21x42	530x1066	11.5	5.2
2148BR	**2148NC**	**2148NK3**	**2148NK4**	**2148NS**	21x48	530x1219	11.9	5.4
2154BR	**2154NC**	**2154NK3**	**2154NK4**	**2154NS**	21x54	530x1370	12.9	5.8
2160BR	**2160NC**	**2160NK3**	**2160NK4**	**2160NS**	21x60	530x1524	13.4	6.1
2172BR	**2172NC**	**2172NK3**	**2172NK4**	**2172NS**	21x72	530x1829	14.4	6.5
2424BR	**2424NC**	**2424NK3**	**2424NK4**	**2424NS**	24x24	610x610	6.5	3.0
2430BR	**2430NC**	**2430NK3**	**2430NK4**	**2430NS**	24x30	610x760	8.3	3.8
2436BR	**2436NC**	**2436NK3**	**2436NK4**	**2436NS**	24x36	610x914	10.1	4.6
2442BR	**2442NC**	**2442NK3**	**2442NK4**	**2442NS**	24x42	610x1066	11.9	5.4
2448BR	**2448NC**	**2448NK3**	**2448NK4**	**2448NS**	24x48	610x1219	14.2	6.4
2454BR	**2454NC**	**2454NK3**	**2454NK4**	**2454NS**	24x54	610x1370	16.1	7.3
2460BR	**2460NC**	**2460NK3**	**2460NK4**	**2460NS**	24x60	610x1524	18.0	8.2
2472BR	**2472NC**	**2472NK3**	**2472NK4**	**2472NS**	24x72	610x1829	21.4	9.7

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Note: The following restrictions apply to shelving units that utilize 14" (355mm) wide shelves:
Free-standing units: Units taller than 63" (1600mm) must be properly fastened to the floor or wall using Metro foot plates or wall brackets.
Mobile units: maximum allowable post height is 54" (1370mm).

Super Erecta® Shelf Wire Shelving

SiteSelect® Posts

Stationary Posts - Equipped with a leveling bolt to account for uneven floors.

- Height includes leveling bolt (completely tightened) and post cap. Leveling bolt can be adjusted 0.5" (13mm).
- Foot plates may be ordered separately and installed in place of leveling foot.
- Replacement leveling bolts: Zinc Cat. No. **RPF04-004**, Stainless Steel Cat. No. **RPF04-004C**
- Replacement post cap for standard posts: Black Cat. No. **RPC06-035**

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx Pkd. Wt. (lbs.)	Approx Pkd. Wt. (kg)
7P	**7PK3**	**7PK4**	**-**	7.375	187	0.5	0.3
13P	**13PK3**	**13PK4**	**13PS**	14.375	365	1	0.5
27P	**27PK3**	**27PK4**	**27PS**	28.375	720	1.75	0.75
33P	**33PK3**	**33PK4**	**33PS**	34.375	873	2	0.9
54P	**54PK3**	**54PK4**	**54PS**	54.4375	1382	3	1.4
63P	**63PK3**	**63PK4**	**63PS**	62.4375	1585	3.5	1.6
74P	**74PK3**	**74PK4**	**74PS**	74.5	1892	4	1.8
86P	**86PK3**	**86PK4**	**86PS**	86.5	2197	5	2.3
***96P**	**-**	**-**	**-**	96.5	2450	5.5	2.5

*96P should not be used on units less than 24" (610mm) deep. Consult Metro Engineering for alternate recommendations.



SiteSelect Posts feature double grooves every 8" (203mm) to aid assembly.



Stationary Post



Post for Stem Caster

Special Length Posts

Cut posts are available. Consult your Metro representative for more information.

Mobile Posts (For use with Stem Casters)

- Height includes post cap.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
13UP	**13UPK3**	**13UPK4**	**13UPS**	13.75	349	1	0.5
27UP	**27UPK3**	**27UPK4**	**27UPS**	27.75	704	1.75	0.75
33UP	**33UPK3**	**33UPK4**	**33UPS**	33.75	857	2	0.9
54UP	**54UPK3**	**54UPK4**	**54UPS**	53.8125	1366	3	1.4
63UP	**63UPK3**	**63UPK4**	**63UPS**	61.8125	1570	3.5	1.6
-	**70UPK3**	**70UPK4**	**-**	69.75	1771	3.75	1.7
74UP	**74UPK3**	**74UPK4**	**74UPS**	73.875	1876	4	1.8
86UP	**86UPK3**	**86UPK4**	**86UPS**	85.875	2181	4.5	2.0

Staked Posts (For use with Truck Dollies)

- Each post connects to the truck dolly through the stem receptacle. The stem receptacle is staked into the bottom of the post to ensure a durable connection in abusive mobile applications. Each includes a leveling/connecting bolt.

Cat. No. Chrome	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
54P-STKD	**54PS-STKD**	54.4375	1382	3	1.4
63P-STKD	**63PS-STKD**	62.4375	1585	3.5	1.6
74P-STKD	**74PS-STKD**	74.5	1892	4	1.8



Staked Post

Swaged Posts (For use with Stem Casters in Cart Wash Applications)

- Each post has an aluminum cap swaged into the top of the post.

Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
33UPS-SW	33.75	857	2	.9
54UPS-SW	53.8125	1366	3	1.4
63UPS-SW	61.8125	1570	3.5	1.6



Swaged Post

Job _____

Super Erecta Shelf®
Wire Shelving

We put space to work.

Super Wide Shelving



- **High-density Storage:** Super Wide shelves have a greater storage area for holding large quantities of supplies, especially large, bulky objects, providing maximum storage in minimum space.
- **Load Capacity (evenly distributed) per shelf:**

  Depths: 30" and 36" (760 and 914mm)

  800 lbs. (363kg) for lengths 48" (1219mm) or shorter.

  600 lbs. (272kg) for lengths 54" (1370mm) or longer.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
3036NC	**3036NK3**	**3036NK4**	**3036NS**	30x36	760x914	14.2	6.4
3048NC	**3048NK3**	**3048NK4**	**3048NS**	30x48	760x1219	17.7	8.0
3060NC	**3060NK3**	**3060NK4**	**3060NS**	30x60	760x1524	20.2	9.2
3072NC	**3072NK3**	**3072NK4**	**3072NS**	30x72	760x1829	22.7	10.3
3636NC	**3636NK3**	**-**	**3636NS**	36x36	910x914	16.7	7.6
3648NC	**3648NK3**	**-**	**3648NS**	36x48	910x1219	21.6	9.8
3660NC	**3660NK3**	**-**	**3660NS**	36x60	910x1524	26.4	12.0
3672NC	**3672NK3**	**-**	**3672NS**	36x72	910x1829	31.6	14.3

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Foot Plates



- Use to bolt units to the floor, or when a broader, more stable foot is desired. Foot plates also help to protect floors by distributing the point load of the shelving unit across a larger contact point.
- Foot plates (completely tightened) add .125" (3mm) to the specified heights of each stationary post on the table.

  Zinc Cat. No. **9993Z**

  Stainless Steel Cat. No. **9993S**

"S" Hook



- Used to add on shelving units with only two posts required. Order two per shelf level.

  Cat. No. **9995Z**

METRO®

We put space to work.

Item # _____

Job _____

Super Erecta® Shelf
Wire Shelving

NSF

- **Unique Design:** The open wire design of these shelves minimizes dust accumulation and allows free circulation of air, greater visibility of stored items and greater light penetration.
- **Durable Construction:** Super Erecta shelves and posts are constructed of heavy-gauge carbon steel or Type 304 stainless steel.
- **Choice of Finishes:** Super Erecta Brite™ and chrome-plated for dry storage; Metroseal™ Epoxy (green or gray), and Type 304 stainless steel for corrosive environments; and attractive epoxy color options for merchandising applications.
- **Metroseal:** Proprietary rust-resistant finish is a durable epoxy coating over a protective zinc substrate. Metroseal contains Microban® antimicrobial product protection which continuously fights the growth of bacteria, mold, and mildew that cause stains and odors. 12-year limited warranty against rust and corrosion.
- **Versatile:** Super Erecta® Shelf wire shelving can adapt to your changing needs. By using various accessories, hundreds of shelving configurations become possible.
- **Fast, Secure Assembly:** SiteSelect® Posts have a double groove visual guide feature every 8" (203mm), circular grooves at 1" (25mm) increments, and are numbered at 2" (50mm) intervals. A patented, tapered split sleeve snaps together around each post. Tapered openings in the shelf corners slide over the tapered split sleeves providing a positive lock. Shelf is assembled in minutes without the use of any special tools.
- **Adjustability:** Shelves can be adjusted at 1" (25mm) intervals along the entire length of the post.
- **Shelf Ribs:** Run front to back, allowing you to slide items on and off shelves smoothly.
- **Shelf Accessibility:** Shelves can be loaded/unloaded easily from all sides This open construction allows maximum use of storage cube.
- **Adjustable Feet:** Bolt levelers compensate for surface irregularities.

Note: Stainless stationary posts are equipped with stainless steel leveling feet.

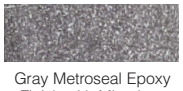


Super Erecta Chrome Wire

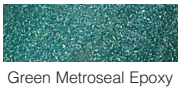


PROTECTION THAT LIVES ON MICROBAN

Super Erecta with Metroseal



Gray Metroseal Epoxy Finish with Microban



Green Metroseal Epoxy Finish with Microban

METRO®

InterMetro Industries Corporation
North Washington Street, Wilkes-Barre, PA 18705
Product Information. U.S. and Canada: 1.800.992.1776
Outside U.S. and Canada: www.metro.com/contactus

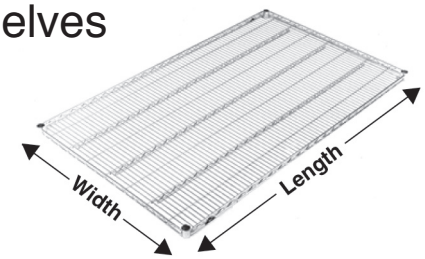
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Super Erecta® Shelf Wire Shelving

Wire Shelves







Aluminum Split Sleeve

- See spec sheet 10.14 for epoxy color options.
- Plastic split sleeves are included with each shelf Replacements are available: Cat. No. **9985** (bag of 4)
- Aluminum split sleeves are recommended for abusive mobile applications. Sleeves with stainless C-rings must be used for cart wash applications (exceeding 200°F/93°C) and for all autoclave applications.
  Cat. No. **9986Z** (bag of 4 with zinc C-rings)
  Cat. No. **9986S** (bag of 4 with stainless steel C-rings)
- Weight capacity (evenly distributed) per shelf
  800 lbs. (363kg) for lengths of 18" to 48" (457 to 1219mm)
  600 lbs. (272kg) for lengths of 54" (1370mm) or longer
- Weight capacity (evenly distributed) per unit.
  Stationary shelving units have a maximum load capacity (evenly distributed) of 2,000 lbs. (907kg). Mobile units have a maximum capacity of three times the caster load rating up to but not exceeding 1,000 lbs. (453kg) total. Consult the Metro catalog for caster load ratings.

Cat. No. Super Erecta Brite	Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
1424BR	**1424NC**	**1424NK3**	**1424NK4**	**1424NS**	14x24	355x610	5.3	2.4
1430BR	**1430NC**	**1430NK3**	**1430NK4**	**1430NS**	14x30	355x760	6.3	2.8
1436BR	**1436NC**	**1436NK3**	**1436NK4**	**1436NS**	14x36	355x914	7.5	3.4
1442BR	**1442NC**	**1442NK3**	**1442NK4**	**1442NS**	14x42	355x1066	8.3	3.8
1448BR	**1448NC**	**1448NK3**	**1448NK4**	**1448NS**	14x48	355x1219	9.4	4.3
1460BR	**1460NC**	**1460NK3**	**1460NK4**	**1460NS**	14x60	355x1524	11.8	5.4
1472BR	**1472NC**	**1472NK3**	**1472NK4**	**1472NS**	14x72	355x1829	14.4	6.5
-	**1818NC**	**1818NK3**	**1818NK4**	**-**	18x18	457x457	5.3	2.4
1824BR	**1824NC**	**1824NK3**	**1824NK4**	**1824NS**	18x24	457x610	6.1	2.7
1830BR	**1830NC**	**1830NK3**	**1830NK4**	**1830NS**	18x30	457x760	7.1	3.2
1836BR	**1836NC**	**1836NK3**	**1836NK4**	**1836NS**	18x36	457x914	8.2	3.7
1842BR	**1842NC**	**1842NK3**	**1842NK4**	**1842NS**	18x42	457x1066	9.3	4.2
1848BR	**1848NC**	**1848NK3**	**1848NK4**	**1848NS**	18x48	457x1219	10.7	4.9
1854BR	**1854NC**	**1854NK3**	**1854NK4**	**1854NS**	18x54	457x1370	11.9	5.4
1860BR	**1860NC**	**1860NK3**	**1860NK4**	**1860NS**	18x60	457x1524	13.4	6.1
1872BR	**1872NC**	**1872NK3**	**1872NK4**	**1872NS**	18x72	457x1829	14.6	6.6
2124BR	**2124NC**	**2124NK3**	**2124NK4**	**2124NS**	21x24	530x610	10.1	4.6
2130BR	**2130NC**	**2130NK3**	**2130NK4**	**2130NS**	21x30	530x760	10.5	4.8
2136BR	**2136NC**	**2136NK3**	**2136NK4**	**2136NS**	21x36	530x914	10.7	4.9
2142BR	**2142NC**	**2142NK3**	**2142NK4**	**2142NS**	21x42	530x1066	11.5	5.2
2148BR	**2148NC**	**2148NK3**	**2148NK4**	**2148NS**	21x48	530x1219	11.9	5.4
2154BR	**2154NC**	**2154NK3**	**2154NK4**	**2154NS**	21x54	530x1370	12.9	5.8
2160BR	**2160NC**	**2160NK3**	**2160NK4**	**2160NS**	21x60	530x1524	13.4	6.1
2172BR	**2172NC**	**2172NK3**	**2172NK4**	**2172NS**	21x72	530x1829	14.4	6.5
2424BR	**2424NC**	**2424NK3**	**2424NK4**	**2424NS**	24x24	610x610	6.5	3.0
2430BR	**2430NC**	**2430NK3**	**2430NK4**	**2430NS**	24x30	610x760	8.3	3.8
2436BR	**2436NC**	**2436NK3**	**2436NK4**	**2436NS**	24x36	610x914	10.1	4.6
2442BR	**2442NC**	**2442NK3**	**2442NK4**	**2442NS**	24x42	610x1066	11.9	5.4
2448BR	**2448NC**	**2448NK3**	**2448NK4**	**2448NS**	24x48	610x1219	14.2	6.4
2454BR	**2454NC**	**2454NK3**	**2454NK4**	**2454NS**	24x54	610x1370	16.1	7.3
2460BR	**2460NC**	**2460NK3**	**2460NK4**	**2460NS**	24x60	610x1524	18.0	8.2
2472BR	**2472NC**	**2472NK3**	**2472NK4**	**2472NS**	24x72	610x1829	21.4	9.7

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Note: The following restrictions apply to shelving units that utilize 14" (355mm) wide shelves:
Free-standing units: Units taller than 63" (1600mm) must be properly fastened to the floor or wall using Metro foot plates or wall brackets.
Mobile units: maximum allowable post height is 54" (1370mm).

Super Erecta® Shelf Wire Shelving

SiteSelect® Posts

Stationary Posts - Equipped with a leveling bolt to account for uneven floors.

- Height includes leveling bolt (completely tightened) and post cap. Leveling bolt can be adjusted 0.5" (13mm).
- Foot plates may be ordered separately and installed in place of leveling foot.
- Replacement leveling bolts: Zinc Cat. No. **RPF04-004**, Stainless Steel Cat. No. **RPF04-004C**
- Replacement post cap for standard posts: Black Cat. No. **RPC06-035**

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx Pkd. Wt. (lbs.)	Approx Pkd. Wt. (kg)
7P	**7PK3**	**7PK4**	**-**	7.375	187	0.5	0.3
13P	**13PK3**	**13PK4**	**13PS**	14.375	365	1	0.5
27P	**27PK3**	**27PK4**	**27PS**	28.375	720	1.75	0.75
33P	**33PK3**	**33PK4**	**33PS**	34.375	873	2	0.9
54P	**54PK3**	**54PK4**	**54PS**	54.4375	1382	3	1.4
63P	**63PK3**	**63PK4**	**63PS**	62.4375	1585	3.5	1.6
74P	**74PK3**	**74PK4**	**74PS**	74.5	1892	4	1.8
86P	**86PK3**	**86PK4**	**86PS**	86.5	2197	5	2.3
***96P**	**-**	**-**	**-**	96.5	2450	5.5	2.5

*96P should not be used on units less than 24" (610mm) deep. Consult Metro Engineering for alternate recommendations.



SiteSelect Posts feature double grooves every 8" (203mm) to aid assembly.



Stationary Post



Post for Stem Caster

Special Length Posts

Cut posts are available. Consult your Metro representative for more information.

Mobile Posts (For use with Stem Casters)

- Height includes post cap.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
13UP	**13UPK3**	**13UPK4**	**13UPS**	13.75	349	1	0.5
27UP	**27UPK3**	**27UPK4**	**27UPS**	27.75	704	1.75	0.75
33UP	**33UPK3**	**33UPK4**	**33UPS**	33.75	857	2	0.9
54UP	**54UPK3**	**54UPK4**	**54UPS**	53.8125	1366	3	1.4
63UP	**63UPK3**	**63UPK4**	**63UPS**	61.8125	1570	3.5	1.6
-	**70UPK3**	**70UPK4**	**-**	69.75	1771	3.75	1.7
74UP	**74UPK3**	**74UPK4**	**74UPS**	73.875	1876	4	1.8
86UP	**86UPK3**	**86UPK4**	**86UPS**	85.875	2181	4.5	2.0

Staked Posts (For use with Truck Dollies)

- Each post connects to the truck dolly through the stem receptacle. The stem receptacle is staked into the bottom of the post to ensure a durable connection in abusive mobile applications. Each includes a leveling/connecting bolt.

Cat. No. Chrome	Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
54P-STKD	**54PS-STKD**	54.4375	1382	3	1.4
63P-STKD	**63PS-STKD**	62.4375	1585	3.5	1.6
74P-STKD	**74PS-STKD**	74.5	1892	4	1.8



Staked Post

Swaged Posts (For use with Stem Casters in Cart Wash Applications)

- Each post has an aluminum cap swaged into the top of the post.

Cat. No. Stainless Steel	Actual Height (in.)	Actual Height (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
33UPS-SW	33.75	857	2	.9
54UPS-SW	53.8125	1366	3	1.4
63UPS-SW	61.8125	1570	3.5	1.6



Swaged Post

Job _____

Super Erecta Shelf®
Wire Shelving

We put space to work.

Super Wide Shelving



- **High-density Storage:** Super Wide shelves have a greater storage area for holding large quantities of supplies, especially large, bulky objects, providing maximum storage in minimum space.
- **Load Capacity (evenly distributed) per shelf:**

  Depths: 30" and 36" (760 and 914mm)

  800 lbs. (363kg) for lengths 48" (1219mm) or shorter.

  600 lbs. (272kg) for lengths 54" (1370mm) or longer.

Cat. No. Chrome	Cat. No. Metroseal Green (K3) with Microban	Cat. No.. Metroseal Gray (K4) with Microban	Cat. No. Stainless Steel	Nominal Width/Length (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
3036NC	**3036NK3**	**3036NK4**	**3036NS**	30x36	760x914	14.2	6.4
3048NC	**3048NK3**	**3048NK4**	**3048NS**	30x48	760x1219	17.7	8.0
3060NC	**3060NK3**	**3060NK4**	**3060NS**	30x60	760x1524	20.2	9.2
3072NC	**3072NK3**	**3072NK4**	**3072NS**	30x72	760x1829	22.7	10.3
3636NC	**3636NK3**	**-**	**3636NS**	36x36	910x914	16.7	7.6
3648NC	**3648NK3**	**-**	**3648NS**	36x48	910x1219	21.6	9.8
3660NC	**3660NK3**	**-**	**3660NS**	36x60	910x1524	26.4	12.0
3672NC	**3672NK3**	**-**	**3672NS**	36x72	910x1829	31.6	14.3

Note: The actual length of the shelves is 1/8" (3.2mm) shorter than the nominal dimension shown. The actual depth of the shelves is 1/8" (3.2mm) greater than the nominal dimension shown.

Foot Plates



- Use to bolt units to the floor, or when a broader, more stable foot is desired. Foot plates also help to protect floors by distributing the point load of the shelving unit across a larger contact point.
- Foot plates (completely tightened) add .125" (3mm) to the specified heights of each stationary post on the table.

  Zinc Cat. No. **9993Z**

  Stainless Steel Cat. No. **9993S**

"S" Hook



- Used to add on shelving units with only two posts required. Order two per shelf level.

  Cat. No. **9995Z**

Item # _____

Job _____

WIRE SHELVING ACCESSORIES

Decorator Shelf Inlays

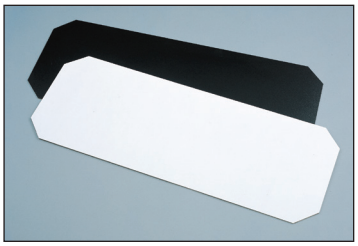
Hardboard mats prevent small items from falling through wire shelves. Fit between posts and level with top of shelf edge. Single packed.

Material — 1/8" (3.2mm) thick cardboard with textured vinyl laminate on each side.

Cleaning instructions — May be wiped with damp cloth. Cannot be immersed in liquid.

Model No.	Width/Length (in.)	(mm)	Description
1436BWI	14x36	355x914	Reversible, Black and White
1448BWI	14x48	355x1219	Reversible, Black and White
1824BWI	18x24	457x610	Reversible, Black and White
1836BWI	18x36	457x914	Reversible, Black and White
1848BWI	18x48	457x1219	Reversible, Black and White
2424BWI	24x24	610x610	Reversible, Black and White
2436BWI	24x36	610x914	Reversible, Black and White
2448BWI	24x48	610x1219	Reversible, Black and White

Note: Inlays interfere with the attachment of ledges and dividers. The user may modify the inlay to accommodate these accessories.



Decorator Shelf Inlays

Clear Shelf Inlays

Nearly invisible solid plastic mat retains the open-wire look of shelves and allows light penetration. Sold in packages of 4.

Material — 0.02" (0.5mm) thick PETG

Model No.	Width/Length (in.)	(mm)
1436CI-4	14x36	355x914
1448CI-4	14x48	355x1219
1460CI-4	14x60	355x1524
1836CI-4	18x36	457x914
1848CI-4	18x48	457x1219
1860CI-4	18x60	457x1524
2136CI-4	21x36	530x914
2148CI-4	21x48	530x1219
2160CI-4	21x60	530x1524
2436CI-4	24x36	610x914
2448CI-4	24x48	610x1219
2460CI-4	24x60	610x1524



Clear Shelf Inlays

Triangle Shelves

Put unused corner space to work while keeping traffic aisles clear.

- Shelf sizes correspond to width (depth) of Super Erecta Shelving for add-on capability.
- Shelves attach to standard Super Erecta or qwikSLOT posts.
- Weight capacity — 100 lb. (45.4kg)

Model No. Chrome	Model No. Black	Size Width (in.)	(mm)	Approx. Pkd. Wt. (lbs.)	(kg)
H18TRC	H18TRB	18	457	15 1/2	7
H24TRC	H24TRB	24	610	21 1/2	10

Not intended for mobile applications.
Maximum allowable usage height for free-standing unit is 54" (1370mm).



Triangle Shelf

InterMetro Industries Corporation
North Washington Street
Wilkes-Barre, PA 18705
www.metro.com

EMERSON
Commercial & Residential Solutions

WIRE SHELVING ACCESSORIES

Aluminum Split Sleeves

Improved design is easier to install. For high temperature, over the road, or conductive applications. Zinc or stainless steel retainer rings available to secure shelf. One bag required per shelf; 4 pairs per bag.

Model No.	Description
9986Z	Aluminum Split Sleeves with Zinc Rings
9986S	Aluminum Split Sleeves with Stainless Rings

Note: Cannot be used with Super Adjustable shelves.



High Temperature Usage

Aluminum split sleeves — high temperature usage (Stationary Unit)

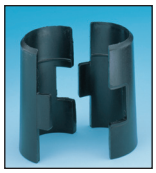
- A chrome plated Super Erecta wire shelving unit can be used to a maximum of 250°F (121°C).
- A stainless steel Super Erecta wire shelving unit can be used to 500°F (260°C).

For mobile units, please factor the usage requirements of the caster.

Replacement Plastic Split Sleeves for Super Erecta Shelves

One bag required per shelf; 4 pairs per bag.
Black. Model No. **9985**
White. Model No. **9985W**

Note: White post caps and white split sleeves are standard with white designer shelving only.





Replacement Super Adjustable Super Erecta Corner Releases, Wedges, and Sleeves

Replacement parts for Super Adjustable and original Super Adjustable. One bag required per shelf. Each kit includes (4) corner releases, (4) wedges, and (4) sleeves.
Model No. **SAKITA2**



"S " Hooks

Use to eliminate two posts per adjacent unit. Sold individually. Two are required per shelf. Model No. **9995Z**

Notes:

- May only be used in stationary applications.
- Must use a minimum of (2) posts per adjacent add-on unit.
- Weight capacities of adjacent shelving units connected by "S" hooks – standard weight capacities of shelves and stationary units apply. For the most common configurations involving 54" (1370mm) or taller posts and 4-tiers of shelving, weight capacities are as follows: starter unit with (4) posts = 2,000 lbs. (907kg) evenly distributed; add-on unit with (2) posts and (2) "S" hooks per level = 2,000 lbs. (907kg) evenly distributed.
- The distance between two adjacent shelving units — collar to collar — connected by "S" hooks is $^{1}/_{16}$" (1.6mm).

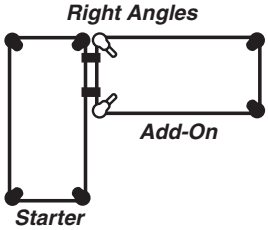


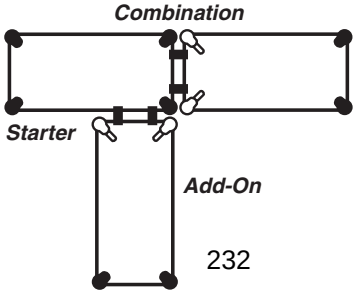
Security Shelf Connector Kit

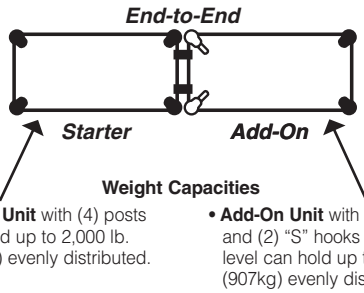
Kit includes (2) "S" hooks, (2) screws, and (2) bolts. Used for added security to "add-on" shelving units. One connector kit required for each connection.
Chrome.
Model No. **H9995C**
Black.
Model No. **H9995B**











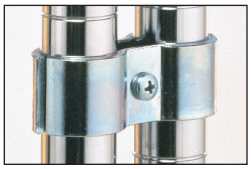
Weight Capacities

- **Starter Unit** with (4) posts can hold up to 2,000 lb. (907kg) evenly distributed.
- **Add-On Unit** with (2) posts and (2) "S" hooks per shelf level can hold up to 2,000 lb. (907kg) evenly distributed.

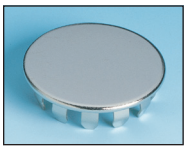
WIRE SHELVING ACCESSORIES

Post Clamps
Joins units together for maximum strength.
Zinc-plated. Model No. **9994Z**
Black. Model No. **9994BL**

Notes:
A post clamp adds 5/32" (4mm) between the base of the collars on adjacent units.
The distance between the snake frames on the adjacent units is 7/32" (6mm).
Enclosure panels CANNOT be attached on the ends where post clamps join adjacent units.



Hole Plugs (for Shelves)
This chrome-plated cover is used to fill shelf-corner openings. Use whenever posts have been eliminated by "S" hooks.
Model No. **9997C**



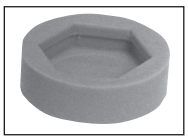
Foot Plates
Use to bolt units to the floor, or when a broader, more stable foot is desired. Replaces standard post leveling bolt.
Zinc. Model No. **9993Z**
Stainless Steel. Model No. **9993S**
Black. Model No. **9993BL**



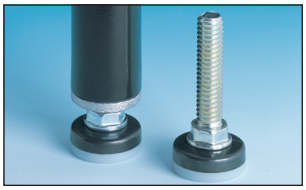
Wall Clamps
Give single units greater stability.
Model No. **9984C**



Glides
Smooth polymer cover fits over leveling bolt to protect floors.
Material — HDPE
Model No. **9991P**



Decorative Leveling Foot
Decorative alternative for post. Compensates for uneven surfaces.
Chrome. Model No. **HDFC**
Black. Model No. **HDFB**



Decorative Casters
- Black nylon housing with non-marking polymer tread.
- 2 1/2" (63mm) models have threaded stem and attach to standard stationary shelving posts. Weight capacity of unit with (4) HDC3BB casters is 300 lb. (136kg).
- 4" (100mm) casters have a non-threaded stem and attach to standard mobile (-UP) posts. Weight capacity of a unit is 675 lb. (306kg)

Model No.	Type	Diameter (in.)	Diameter (mm)
HDC3BB	Swivel/Brake	2 1/2	63
HDC5B	Swivel	4	100
HDC5BB	Swivel/Brake	4	100



HDC5B ***HDC5BB***

10.06

Job _____

Keyboard Tray

Attaches to all Metro wire shelves, 36" (914mm) length or longer. Mouse Tray adapts to left or right of Keyboard Tray. Flip-top compartment provides convenient storage. Constructed of durable high-impact polystyrene. Assembles easily.

- Hardware included for attachment to Metro wire shelves; template provided for attachment to solid desk surfaces.
- Keyboard Tray Dimensions: 22" L. (559mm) x 15½" W. (394mm).
- Dimension with Mouse Tray fully extended: 29½" L. (749mm) x 15½" W. (394mm).

Model No. **CKS1522BL**

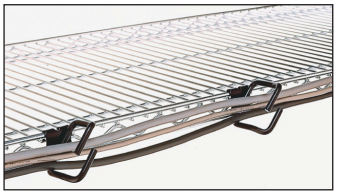


Keyboard Tray

Wire Management Device

Keeps wires and cables neatly organized both horizontally and vertically. Easily snaps over the edge of any Super Erecta wire or qwikSLOT shelf. Black epoxy finish.

Model No.	Width (in.)	Width (mm)	Length (in.)	Length (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
CWM	2	51	2	51	.5	.25

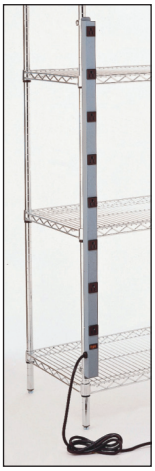


Wire Management Device

Power Strip

- Mounts quickly and easily to either a Super Erecta or qwikSLOT post.
- Includes a 15 foot (4572mm) long cord.
- Mounting brackets and hardware included.
- UL/CSA approved.
- 15 Amp Circuit Breaker.
- Illuminated Power Switch. 15A/125VAC.60Hz/1875 W.
- Gray/blue finish.
- 14/3 SJT Molded Power Supply Cord.

Model No.	Width (in.)	Width (mm)	Length (in.)	Length (mm)	Approx. Pkd. Wt. (lbs.)	Approx. Pkd. Wt. (kg)
CPS48	1½	38	48	1219	6	2.72

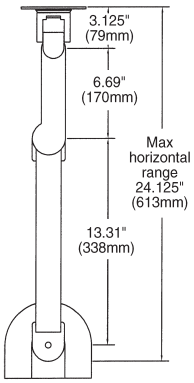


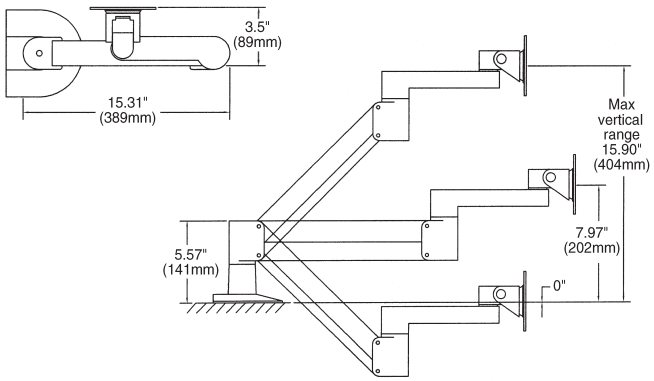
Power Strip

Surface Mount Swing Arm for Flat Monitor

Model No. **LTFMA**







All Metro Catalog Sheets are available on our website: **www.metro.com**

InterMetro Industries Corporation
North Washington Street, Wilkes-Barre, PA 18705
Phone: 570-825-2741 234
Product Information. U.S. and Canada: 1.800.992.1776
Outside U.S. and Canada: www.metro.com/contactus

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Executive Summary
Board of Education Meeting

DATE: May 7, 2026

TOPIC: Renaissance Communication System Installation of the Todd Hall, Rutledge Hall and Lincoln Hall Door Intercom/Video Surveillance Systems

PREPARED BY: Jordan Stephen

Recommended for:

☒ Action
☒ Discussion
☒ Information

Purpose/Background:

In our commitment to district-wide safety, the technology team recently conducted an audit of the entry systems across District schools. Todd Hall's investigation revealed the same issues that were discovered at Rutledge Hall. While the existing hardware was initially believed to be a fully functional two-way intercom, a review and consultation with office staff revealed a security gap. To address these vulnerabilities, the District recommends an upgrade to an integrated video-communication system.

The existing security infrastructure at Todd Hall currently relies on a legacy exterior mounted box that provides only basic doorbell functionality and a remote door release. Though at one time this box might have supported two way communication, currently inside staff have no audio options and can simply buzz visitors in the vestibule area. Though we have a camera in that area, the lack of a direct line-of-sight creates a visual gap, forcing staff to grant access into the vestibule without first verifying a visitor's identity or intent. This current setup could create a safety risk required for a secure building environment.

To address these vulnerabilities, the District recommends upgrading to a modern two way video-communication system that would be more consistent with the system already installed at Lincoln Hall. The proposed solution features high-quality exterior hardware, including a combined camera and doorbell unit, paired with an internal desk station that provides high-definition video and crisp two-way audio for office personnel. By utilizing modern video

standards, this system can integrate with our existing Rhombus camera network, allowing the entry door feed to be offloaded and monitored across our security displays.

The transition to an integrated AirPhone system offers many advantages, from enhanced verification of individuals, and providing two way feedback before entering. While this solution represents a higher investment than some entry-level alternatives, its features and expandability to other doors and accessible areas can grow alongside District needs.

This project would be installed and managed by Renaissance Communication Systems and would include all components necessary to integrate seamlessly with the District's computer network as well as integration with the District camera and door access systems.

Fiscal Impact:

$31,750 for all materials, equipment, installation of low voltage connections, installation of standard electrical connections and re-termination and testing of all network components.

Recommendation:

The Facilities Committee concurs with the Administration's recommendation to the Board of Education to approve the quotes from Renaissance Communication Systems for the installation of door intercom and video surveillance systems (Air Phone) at Todd Hall, Rutledge Hall and Lincoln Hall in the amount of $31,750.

Renaissance Communication Systems, Inc.

April 13, 2026

Project Name: **Door Intercom/Video Surveillance**
Project Locations: **Todd Hall**

Proposal To:

Lincolnwood School District 74
6950 East Prairie Rd.
Lincolnwood, IL 60712
Attn: Jim Caldwell/Jordan Stephen

RCS proposes upgrade of Door Intercom/Video Surveillance -

Aiphone Door Entry System:

Item	Part Number	Total
Video Entry Door Station	IX-EA	1.0
Video Intercom Desk Station w/ door release	IX-MV7-HB	1.0
IP Relay	IXW-MA	1.0
CAT6 cabling	RCS	2.0
Door Release cabling	RCS	1.0
Setup & Programming	RCS	1.0
Misc. materials	RCS	2.0

Labor: $2,475
Material: $3,600
Proposal Price: $6,075

Please contact me with any questions at (847) 671-1340.

Proposed:

Mike Shares

Renaissance Communication Systems, Inc.

April 13, 2026

Accepted:

By: _____

_____

_____

Date: _____

GENERAL SCOPE OF WORK

1) Renaissance Communication Systems to provide material specified in the plans and/or scope of work and identified in the proposal.
2) The customer shall take delivery of equipment when it is delivered to the project location.
3) Payment terms are net 20 days from the date of invoice.
   a) 50% deposit required
4) The customer shall provide secure, safe and dry storage area(s) for all equipment.
5) The disposal of packaging material and construction debris shall be the responsibility of the customer.
6) A purchase order is required prior to a submittal submission containing the required submittal quantities.
7) Unless otherwise noted, approved submittals are required prior equipment release.
8) Unless otherwise noted, this quotation is valid 30 days from above date.
9) RCS shall warrant this system including labor and materials for a period of one (1) year commencing after first substantial use of system. Warranty repairs shall be performed between 8:00 AM and 4:00 PM, Monday through Friday, not including holidays. Service is available 24 hours a day, 7 days a week; however, repairs required after hours will be billed at prevailing rates. The warranty does not apply if failures are caused by misuse, abuse, accident, vandalism or acts of God.
   a) 2-Year Equipment warranty on this product
10) If you require the waiver of subrogation, primary insured or additional insured, or similar insurance requirements, our costs will be in addition to the price quoted in our proposal.
11) The quoted price includes freight and delivery charges, FOB project site.
12) Our proposal does not include any required permits, payment or performance bonds.
13) RCS must be furnished a written copy of your tax exemption certificate otherwise required taxes will be added to the price quoted in this proposal.
14) Deliveries are subject to product availability from vendors. RCS assumes no liability for delays caused by conditions beyond its control including, but not limited to, strikes, accidents, weather and shortages of raw materials.
15) RCS reserves the right to review and adjust the quotation based on changes to the system configuration.
16) Disputes, if any, regarding the interpretation or performance of this agreement shall be resolved by binding arbitration conducted by the American Arbitration Association in Chicago, Illinois in accordance with its Construction Industry Rules. The reasonable legal fees and costs incurred by the prevailing party shall, in the discretion of the arbiter, be included in the arbitration award and assessed against the losing party.
17) Cook County, Illinois shall be the venue for any legal proceedings filed to enforce or set aside the arbitration award.

Please fax Purchase Order and all other correspondence to (847) 671-9340

Renaissance Communication Systems, Inc.

April 13, 2026

Project Name: **Door Intercom/Video Surveillance**
Project Locations: **Rutledge Hall**

Proposal To:

Lincolnwood School District 74
6950 East Prairie Rd.
Lincolnwood, IL 60712
Attn: Jim Caldwell/Jordan Stephen

RCS proposes upgrade of Door Intercom/Video Surveillance -

Aiphone Door Entry System:

Item	Part Number	Total
Video Entry Door Station	IX-EA	1.0
Video Intercom Desk Station w/ door release	IX-MV7-HB	1.0
IP Relay	IXW-MA	1.0
CAT6 cabling	RCS	2.0
Door Release cabling	RCS	1.0
Setup & Programming	RCS	1.0
Misc. materials	RCS	2.0

Labor: $2,475
Material: $3,600
Proposal Price: $6,075

Please contact me with any questions at (847) 671-1340.

Proposed:

Mike Shares
Renaissance Communication Systems, Inc.
April 13, 2026

Accepted:

By: _____

_____

_____

Date: _____

GENERAL SCOPE OF WORK

1) Renaissance Communication Systems to provide material specified in the plans and/or scope of work and identified in the proposal.
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17) Cook County, Illinois shall be the venue for any legal proceedings filed to enforce or set aside the arbitration award.

Please fax Purchase Order and all other correspondence to (847) 671-9340

Renaissance Communication Systems, Inc.

April 13, 2026

Project Name: **Door Intercom/Video Surveillance**
Project Locations: **Lincoln Hall**

Proposal To:

Lincolnwood School District 74
6950 East Prairie Rd.
Lincolnwood, IL 60712
Attn: Jim Caldwell/Jordan Stephen

RCS proposes upgrade of Door Intercom/Video Surveillance -

Aiphone Door Entry System:

Item	Part Number	Total
Video Entry Door Station	IX-EA	3.0
Video Intercom Desk Station w/ door release	IX-MV7-HB	3.0
IP Relay	IXW-MA	3.0
CAT6 cabling	RCS	7.0
Door Release cabling	RCS	3.0
Setup & Programming	RCS	7.0
Misc. materials	RCS	7.0

Labor: $8,400
Material: $11,200
Proposal Price: $19,600

Please contact me with any questions at (847) 671-1340.

Proposed:

Mike Shares

Renaissance Communication Systems, Inc.

April 13, 2026

Accepted:

By: _____

_____

_____

Date: _____

GENERAL SCOPE OF WORK

1) Renaissance Communication Systems to provide material specified in the plans and/or scope of work and identified in the proposal.
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17) Cook County, Illinois shall be the venue for any legal proceedings filed to enforce or set aside the arbitration award.

Please fax Purchase Order and all other correspondence to (847) 671-9340

Executive Summary
Board of Education Meeting

DATE: May 7, 2026
TOPIC: Renaissance Communication System Installation of District Updated Panic Alarm System
PREPARED BY: Jordan Stephen

Recommended for:

☒ Action
☒ Discussion
☒ Information

Purpose/Background:

In our commitment to district-wide safety, the technology team recently conducted an audit of the alarm system at Lincoln Hall. Over the past year, the District has moved away from specific vendors to reduce expenses within our budget. During this process, we noted a recurring bill for our alarm system that seemed out of place. As the team investigated, we uncovered a redundancy that we are working to resolve.

Currently, all District buildings utilize the Keltron radio systems to dispatch fire and burglar and panic button signals directly to the Lincolnwood Police Department through a partnership with Chicago Metro Fire Protection. Lincoln Hall, however, presented a unique situation. During its remodeling, unlike Todd or Rutledge Hall, Lincoln Hall was equipped with a redundant third-party monitoring service specifically for physical panic buttons.

When the technology and maintenance teams attempted to consolidate this to match the other buildings, we discovered that the installed hardware was incompatible with Chicago Metro Fire's ecosystem. To rectify this, the District will need to replace specific components to ensure operational consistency and improve our fiscal footprint.

During our investigation, the District found quite a few benefits in terms of what a modernized system could yield. The District will install a modernized Bosch alarm panel to replace all legacy panic buttons. This integrated solution will use the same Keltron radio system to direct signals to the local police like our other facilities. The Bosch platform is fully expandable, allowing the District to add features or sensors as our security needs evolve. Furthermore, new

software advancements allow for instant, automated notifications tailored to building needs. Finally, the system includes a cellular backup for redundant communications, costing approximately $5 per month.

Overall, this system will achieve our goal of eliminating the $580 quarterly cost for third-party monitoring while ensuring future expandability and providing instant communication to our internal teams.

This project would be installed and managed by Renaissance Communication Systems and would include all components necessary to integrate seamlessly with the District's security system as well as the integration with the District's current Keltron Radio systems.

Fiscal Impact:

$18,570 for all materials, equipment, installation, re-termination and testing of all equipment and components related to the Bosch platform, in all District buildings.

Recommendation:

The Facilities Committee concurs with the Administration's recommendation to the Board of Education to approve the quote from Renaissance Communication Systems for the installation of an updated Bosch Panic and Alarm System in all buildings at Lincolnwood School District 74 in the amount of $18,570.

Renaissance Communication Systems, Inc.

March 30, 2026

Project Name: **Panic Alarm Systems**
Project Locations: **District Office, Lincoln Hall, Rutledge Hall & Todd Hall**

Proposal To:

Lincolnwood School District 74
6950 East Prairie Rd.
Lincolnwood, IL 60712
Attn: Jim Caldwell/Jordan Stephen

RCS proposes upgrade of Panic Alarm Systems at all district buildings:

Panic Alarm System:

- Admin Building
- (1) Panic Alarm Panel (Bosch G8512)
  - Power supply
  - Battery backup
  - GSM Radio communicator (central station communications)
  - Network Interface
  - Connect to existing Keltron Radio to communicate with Lincolnwood PD
  - Wireless Transmitter
  - Wireless Repeater
    - Wireless Panic Buttons (qty. 3)
  - A/R Cabling, Installation & Programming
    - Setup Email and/or Text notifications

Proposal Price:	**Admin Building:**	$4,180.00
	Todd Hall:	$4,780.00
	Lincoln Hall:	$4,780.00
	Rutledge Hall:	$4,780.00

Please contact me with any questions at (847) 671-1340.

Proposed:

Mike Shares
Renaissance Communication Systems, Inc.
March 31, 2026

Accepted:

By: _____

_____

_____

Date: _____

GENERAL SCOPE OF WORK

1) Renaissance Communication Systems to provide material specified in the plans and/or scope of work and identified in the proposal.
2) The customer shall take delivery of equipment when it is delivered to the project location.
3) Payment terms are net 20 days from the date of invoice.
   a) 50% deposit required
4) The customer shall provide secure, safe and dry storage area(s) for all equipment.
5) The disposal of packaging material and construction debris shall be the responsibility of the customer.
6) A purchase order is required prior to a submittal submission containing the required submittal quantities.
7) Unless otherwise noted, approved submittals are required prior equipment release.
8) Unless otherwise noted, this quotation is valid 30 days from above date.
9) RCS shall warrant this system including labor and materials for a period of one (1) year commencing after first substantial use of system. Warranty repairs shall be performed between 8:00 AM and 4:00 PM, Monday through Friday, not including holidays. Service is available 24 hours a day, 7 days a week; however, repairs required after hours will be billed at prevailing rates. The warranty does not apply if failures are caused by misuse, abuse, accident, vandalism or acts of God.
   a) 2-Year Equipment warranty on this product
10) If you require the waiver of subrogation, primary insured or additional insured, or similar insurance requirements, our costs will be in addition to the price quoted in our proposal.
11) The quoted price includes freight and delivery charges, FOB project site.
12) Our proposal does not include any required permits, payment or performance bonds.
13) RCS must be furnished a written copy of your tax exemption certificate otherwise required taxes will be added to the price quoted in this proposal.
14) Deliveries are subject to product availability from vendors. RCS assumes no liability for delays caused by conditions beyond its control including, but not limited to, strikes, accidents, weather and shortages of raw materials.
15) RCS reserves the right to review and adjust the quotation based on changes to the system configuration.
16) Disputes, if any, regarding the interpretation or performance of this agreement shall be resolved by binding arbitration conducted by the American Arbitration Association in Chicago, Illinois in accordance with its Construction Industry Rules. The reasonable legal fees and costs incurred by the prevailing party shall, in the discretion of the arbiter, be included in the arbitration award and assessed against the losing party.
17) Cook County, Illinois shall be the venue for any legal proceedings filed to enforce or set aside the arbitration award.

Please fax Purchase Order and all other correspondence to (847) 671-9340

DATE: May 7, 2026

TOPIC: Frontline Financial Planning Analytics FY27 Implementation & Annual Subscription

PREPARED BY: Courtney Whited

Recommended for:

☒ Action

☒ Discussion

☒ Information

Purpose/Background:

The Board of Education approves purchases over $10,000.

The District currently has a Frontline Education Master Services Agreement established due to the long-running Staff Attendance and Applicant Tracking subscription services.

SD74 has benefitted from maintaining an adequate operational fund balance over recent years. Unique circumstances have begun to appear in the current fiscal year which the District has been able to navigate without the need to borrow funds, as some Cook County districts have done.

Cook County property tax distributions have been delayed, incomplete, difficult to anticipate, and arduous to track since the Treasurer's online password-protected system displays distribution and refund data only up through October 31, 2025. To be clear, Cook County has offered some data. Their office resorted to the practice of sending multiple emails indicating distribution amounts in a piecemeal fashion.

Furthermore, FY26 has served up some shocking double-digit percentage increases relative to next year's invoices that were already substantial District expenditures. HMO plans will increase by 17.4%, PPO plans go up by 17.5%, and IPRF indicates SD74 can expect a workers' compensation increase of nearly 30%.

The Administration believes this is an opportune time to implement a financial forecasting system that is agile enough to run future multi-year projections based on actual historical fund data and estimates from any number of expenditure/revenue scenarios.

Fiscal Impact:

$2,200 Implementation Fee

$12,000 Annual Service July 1, 2026 - June 30, 2027

==========

$14,200 Total

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve this Agreement from Frontline Education for the Financial Planning Analytics Implementation and Subscription in the amount of $14,200 from July 1, 2026 through June 30, 2027.

Exhibit A Frontline Customer Order Form
Q-261932

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

04/08/2026

Customer:	Order Form Details:
Lincolnwood School District 74 6950 N. East Prairie Road Lincolnwood, Illinois, 60712 United States	**Pricing Expiration:** 5/15/2026 **Quote Currency:** USD **Account Manager:** Kim Olson
Contact: David Russo	**Startup Cost Billing Terms:** One-Time, Invoiced after signing
Title: Superintendent	**Subscription Billing Frequency:** Annual
Phone: (847)675-8234	**Sale Type:** New
Email: drusso@sd74.org	**Initial Term:** 7/01/2026 – 6/30/2027

Pricing Overview	Amount
One-Time Fees	**$2,200.00**
Annual Recurring Fees	**$12,000.00**

One-Time Fees Itemized Description	Quantity	Amount (each)	Amount
Frontline Implementation	1	$2,200.00	$2,200.00

Annual Recurring Fees Itemized Description	Subscription Start	Subscription End	Amount
Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2026	6/30/2027	$12,000.00

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

04/08/2026

Additional Order Form Information

Tax Information

Tax Exemption: Your order may be eligible for a tax exemption. Please ensure we have the most recent tax exemption form on file. Please send your completed exemption form to salestax@frontlineed.com. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status: Purchase order to follow
PO #:
Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

04/08/2026

Invoicing Schedule	Due Date	Amount	
Invoice: One Time	**Upon Signing**	**$2,200.00**	**+ applicable sales tax**
Frontline Implementation		$2,200.00	
Invoice: Annual	**7/31/2026**	**$12,000.00**	**+ applicable sales tax**
Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees		$12,000.00	

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

04/08/2026

MASTER SERVICES AGREEMENT

This Master Services Agreement is made effective as of the date of the signature below (the "Effective Date") by and between Frontline Technologies Group LLC dba Frontline Education, its subsidiaries and affiliates with an address at 550 E. Swedesford Road, Suite 360, Wayne, PA 19087 (collectively "Frontline"), and the client identified below ("Client"). Frontline and Client are sometimes referred to herein, individually, as a "Party" and, collectively, the "Parties."

By signing below, the Parties agree to be legally bound by the terms and conditions contained in the Frontline Master Services Agreement ("Master Services Agreement", which is available at https://www.frontlineeducation.com/master-services-agreement/ and is incorporated herein by reference. The attached Order Form, exhibits (if any), Statements of Work and the referenced Master Services Agreement are collectively the "Agreement". To place orders subject to this Agreement, at least one Order Form (as defined in the Master Services Agreement) must be incorporated into this Agreement. Client may make future purchases of products and services from Frontline (and its subsidiaries and affiliates) under this Master Services Agreement by executing an Order Form and any future Order Forms without an attached or referenced Master Services Agreement will be deemed subject to this Master Services Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the Parties with respect to the Software and the Services set forth herein and any other software, products or other services provided by Frontline or any of its affiliates or predecessors prior to the Effective Date. For the avoidance of doubt, this Agreement supersedes any and all prior oral or written communications, proposals, RFPs, contracts, and agreements (including all prior license and similar agreements) and the Parties hereby terminate any such agreements. In the event of a conflict between the provisions of the Terms and Conditions and the provisions of any Statement of Work or any Order Form or any Order Form Terms and Conditions, the provisions of the Statement of Work or Order Form or Order Form Terms and Conditions, as applicable, shall govern, but only with respect to the services forth in the Statement of Work or that particular Order Form.

550 E. Swedesford Road, Suite 360, Wayne, PA 19087

04/08/2026

Frontline Technologies Group LLC dba Frontline Education	**Lincolnwood School District 74**
Signature:	Signature:
Name: Jonathan D. O'Hara	Name:
Title: VP, Controller	Title:
Address: 550 E. Swedesford Road, Suite 360 Wayne, PA 19087	Address: 6950 N. East Prairie Road Lincolnwood, Illinois 60712
Email: billing@frontlineed.com	Email:
Effective Date: 4/15/2026	

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

This Amendment is entered into as of May 7, 2026, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Frontline Technologies Group LLC dba Frontline Education ("Frontline") pursuant to Order Form Q-261932 dated April 8, 2026, the Master Services Agreement (https://www.frontlineeducation.com/master-services-agreement/), and the Modification to Master Services Agreement attached thereto (collectively, the "MSA"), and shall continue in force for any extensions of the Agreement, subsequent renewals or order forms, and other services and agreements unless otherwise agreed by the Parties.

1. **Terms and Conditions**. This Amendment modifies the MSA 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. Frontline shall not materially modify or amend the Agreement during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal**. The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.

3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify Frontline prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Frontline acknowledges and agrees that the MSA and this Addendum are 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. Frontline 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 Frontline 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. **Student Privacy Laws.** Frontline confirms that no student data shall be obtained from School District except in accordance with any applicable federal or Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*, herein "SOPPA"); and the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, herein "FERPA").

6. **Insurance**. During the term of this Agreement and any renewal thereof, Frontline 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 for a data breach.

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	**FRONTLINE TECHNOLOGIES GROUP LLC dba FRONTLINE EDUCATION**
By: _____	By: _____
Its: VP, Controller	Its: _____
Date: 5/4/2026	Date: _____

Lincolnwood School District 74

04/08/2026

Prepared for:

David Russo

Lincolnwood School District 74

6950 N. East Prairie Road, Lincolnwood, Illinois, 60712

David Russo

Superintendent

Lincolnwood School District 74

Lincolnwood, Illinois

Dear David Russo:

Thank you for requesting a proposal and pricing for Analytics Solution.

Frontline Education is the leading provider of school administration software, empowering strategic K-12 leaders with the right tools, data and insights to proactively manage human capital, business operations and special education.

Frontline has a proven 20-year track record of supporting districts with secure, reliable software built exclusively for K12 districts. More than 12,000 educational organizations, including over 80,000 schools and millions of educators, administrators and support personnel from all over the United States partner with Frontline.

This proposal contains descriptions of the applications within Analytics Solution and investment estimates including: annual subscription fees, one-time implementation fees, and administrator training with related terms and conditions.

We look forward to partnering with you to implement Analytics Solution in support of your district's strategic initiatives.

Sincerely,

Kim Olson

kim.olson@frontlineed.com

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Why Choose Frontline Education?

3 STATS TO CHOOSE FROM:

10,000+
CLIENTS SERVED

OR

8,000+
SCHOOL DISTRICTS SERVED

OR

60% **OF U.S. PUBLIC SCHOOL DISTRICTS SERVED**



OUR COMMITMENT



AWARDS

EDTECH BREAKTHROUGH AWARDS
Education Administration Solution Provider of the Year 2019

ED TECH DIGEST
Cool Tool Award
5Lab 2021

SUPES' CHOICE
HR/Finance Finalist
HRMS 2021

NEWSWEEK
Best Business Tools - HR: Time Tracking Software 2019

INVESTMENT SUMMARY

(Proposal pricing expires on 05/15/2026)

End User	Description	Start Date	End Date	Amount
Lincolnwood School District 74	Frontline Implementation			$2,200.00
			INITIAL TERM TOTAL	$2,200.00

End User	Description	Start Date	End Date	Amount
Lincolnwood School District 74	Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2026	6/30/2027	$12,000.00
			RECURRING TOTAL	$12,000.00

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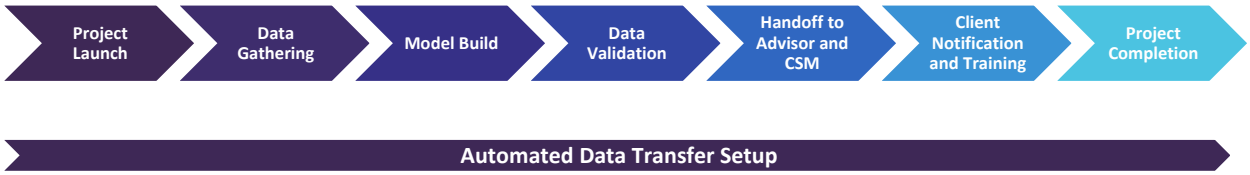
Financial Planning Analytics

Standard Implementation Services

Statement of Work: Financial Planning Analytics

Introduction

Frontline Education provides a comprehensive implementation methodology and expert resources to partner with your project team throughout the implementation. Below represents a typical implementation process.



• Sales Handoff • Kickoff Call • Introduction Call with District Team • Determine project timeline	• Data Acquisition for initial setup	• Data Mapping • Building of Budget and Planning Models	• Review and Validate Data (IS Team pre-handoff)	• Model Handoff to Advisor and CSM • Advisor review for reasonable ness	• Provide model access to client • Provide access to Training	• Project closeout process is completed by all parties • Client enters Support Phase

The Financial Planning Analytics project implementation time is dependent on the amount, type, and format of the data being included in the project as well as when Frontline acquires the data needed from the client. The project's estimated timeline will be determined during the planning call based on these and other assumptions, but it is assumed that implementation will be completed within 120 days after signing.

Key Terms

- Automated Data Transfer – This is the automated delivery of data files each month to maintain the Budget Analytics Model. It is set up on the client side to transfer files to a secure folder hosted by Frontline. This can occur at any point during the implementation phase. Examples of automated data transfer processes include SFTP and
- Budget Model – Client facing product to analyze the current year budget with year-to-date actuals plus remaining projected months. Provides instant visuals to analyze variances and produces automated month-end reports.
- Planning Model – Client facing product to simplify development of multi-year financial roadmap. Provides dashboard and other instant visuals and produces automated reports.
- CSM – Acronym for Customer Success Manager. The CSM is the account manager for your organization responsible for coordinating support and ensuring your success with Frontline products.
- Advisor – Provides domain expertise to assist in development and ongoing support of Budget and Planning models, in addition to ongoing professional development through webinars and training opportunities.

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Scope/Deliverables*

Budget Model

These deliverables are described broadly and may differ depending on the client state.

1. Budget Summary Dashboard
2. Variance Analysis Dashboard
3. Monthly Financial Report
4. Variance Analysis Report

*There may be additional, state-specific reports and dashboards available.

Financial Planning Model

These deliverables are described broadly and may differ based on the client state.

1. Finances at a Glance Dashboard
2. 5 Year Forecast Summary Report
3. Assumption Assist – Step by Step 5 Year Forecast Builder

*There may be additional, state-specific reports and dashboards available.

Data Acquisition

During implementation, the client will provide the initial datasets needed to create models that include up to five years of historical data. Additionally, an automated data transfer connection will be established to maintain the Budget Model with monthly activity updates and budget revisions.

For commonly used client systems such as Skyward, Frontline can provide queries for the different data sets required.

Initial Datasets

Budget Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Monthly revenue and expense activity up to five prior fiscal years
4	Current Year Activity	Monthly revenue and expense activity for the current fiscal year
5	Fund Balances	Prior year ending balances for all funds

Initial Datasets

Please Note: Datasets for the Forecast Model are only required for a stand-alone implementation. If the implementation includes the Budget Model, no additional data is required for the Forecast Model.

Financial Planning Model		
#	Dataset	Description
1	Descriptions	Description file for all GL dimensions: Fund, Object, Function, Location, etc.
2	Budget	Current Fiscal Year Budget
3	Historical Activity	Revenue and Expense Activity for up to five prior fiscal years
4	Fund Balances	Prior year ending balances for all funds for each fiscal year of activity

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Systems Integration – Frontline ERP (CA, TX)

Integrations exist within Frontline Education solutions for the ERP system. If the client is a user of Frontline ERP in CA (Escape) or TX (Teams), then initial datasets and monthly files will be automated internally. Frontline will assist with any additional setup required on the client side to establish the initial connections.

Client Project Team: Roles & Responsibilities

Executive Sponsor

- A district office leader (e.g., Chief Financial Officer, Executive Director of Finance, etc.)
- The "lead" contact: responsible for all major project decisions. Initially, involvement level is medium-to-high until all district users and responsibilities are established. Executive Sponsor involvement may decrease once responsibilities have been delegated.
- Organizes training opportunities.
- Signs off on completion of implementation project.

IT Department

- Will work with Frontline Education Support teams to ensure:
    - Data Acquisition is successful and timely
    - Support setup of automated data transfer for maintenance of models.
    - Frontline Education domains/IP addresses have been incorporated into any district firewalls and/or spam filters
    - Provide technical support in instances where local network/technology configurations impact usage of our solutions
    - Support solution integrations as needed

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Assumptions

- Frontline Education and Client will provide consistent, named resources to fill project roles throughout project timeline.
- Frontline Education and Client will use a collaborative approach to ensure implementation success.
- Client will provide subject matter experts familiar with organizational policies and procedures throughout the project.
- Frontline Education assumes that all data to be imported will be validated as necessary by Client prior to import.
- Client project team will complete online courses, attend instructor-led training, participate in project status calls, and complete project tasks as planned.

Implementation Policies

- Change Management Process: Should the Client identify additional services as part of this project, Frontline Education reserves the right to issue a change order identifying impact to project scope, cost, and timeline for Client review and approval.
- Implementation will expire 365 days from contract signing if Services haven't been initiated and completed.

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DATE: May 7, 2026

TOPIC: District Server Replacement

PREPARED BY: Jordan Stephen

Recommended for:

☒ Action
☒ Discussion
☒ Information

Purpose:

The Board of Education approves all contracts and expenditures greater than $10,000.

Background:

Over the past eight years, the District has operated its existing server infrastructure with incremental upgrades and maintenance, including periodic replacement of components such as hard drives. While this approach has been very successful, the current servers are now entering their final year of support and leaving the District searching for a comprehensive replacement strategy.

In evaluating how to proceed, the District has explored multiple options of VM (Virtual Machine) environments which included replacing the current infrastructure with similar hardware, as well as investigating new vendors like Scale Computing. Any replacement solution included not only the hardware, but also costs for items like software requirements, including hypervisors, virtual machine management, and backup solutions.

Within the industry, a significant market shift occurred following Broadcom's acquisition of VMware just a few short years ago. VMware used to charge on a package model, which means that each of our yearly licences cost around $600. Changes in licensing models to a per core model with a minimum buy, has resulted in substantial cost increases. Currently, the District operates approximately 18 virtual machines at 144 cores. This change alone would have required the District to pay roughly $7000 per year for the VMWare clients

alone. This change has impacted both school Districts and corporations nationwide necessitating a change in strategy.

Combined with inflation and rising costs in RAM and storage, these changes have made traditional server environments significantly more expensive to maintain. A comparable cost for a new Dell based server farm and licensing for the next three years would cost the District close to $125,000.

In response, the technology department has conducted extensive research into alternative solutions that would still provide long term sustainability. One such solution is Scale Computing, which offers a slightly different approach to virtualization and support. Scale's model includes all-in-one licensing and support for a five-year term, with standard renewal options thereafter. This solution has gained traction among school Districts and organizations due to its cost efficiency and ease of management.

Additionally, the technology team has undertaken a thorough review of the District's current server usage. Due to changes within the State testing platforms to full cloud-based platforms, the upcoming implementation of a new phone system that no longer requires on-premise servers, and our team's ability to consolidate services, the District can reduce the total number of virtual machines required. This reduction directly lowers both infrastructure and future operational costs.

Equipment Refresh:

- The Administrative team is recommending the following to be refreshed within the District's Data Center.
- The District will purchase 3 Scale Computing HyperCore Server Nodes
- The system will be configured with 384 GB of RAM and over 40 TB of storage space for our Virtual Server environment.
- All current Servers will be turned down and used as onsite back up machines in case an issue would arise in which the District would need to use one for a specialty purpose or one-off projects.

Fiscal Impact:

The initial purchase price for our current server environment was around $40,000 and over the past eight years the District has invested a total of around $60,000 in hardware, licensing and support costs, and parts to maintain the current environment. The proposed solution represents a modernized, simplified infrastructure designed to reduce complexity and improve reliability and performance. The administrative team recommends the purchase of a Scale Computing server environment hardware replacement at a total cost of $75,154 which includes hardware, software, initial setup and support and licensing for 5 years.

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to continue with the installation of a Scale Computing Server infrastructure, training and migration of Virtual Machines and data in an amount not to exceed $76,000.

Pricing Proposal
Quotation #: 27339969
Created On: 3/27/2026
Valid Until: 4/6/2026

IL-Village of Lincolnwood School District 74

Jordan Stephen
6950 NE PRAIRIE RD
LINCOLNWOOD, IL 607122520
United States
Phone: (847) 745-3717
Email: jstephen@sd74.org

Inside Account Executive

Anthony Tammara
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-667-2782
Fax: 732-564-8553
Email: anthony_tammara@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Scale Computing Single Xeon SP CPU, 3x HDD, 1x SSD, 1U Scale Computing - Part#: CHA-1-29 Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	3	$13,999.00	$41,997.00
2	Scale Computing Intel Gold 5415+ 8C/16T 2.9GHz 4400MT/s Scale Computing - Part#: CPU-1-1D Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	3	$0.00	$0.00
3	16GB DDR5 ECC RDIMM Scale Computing - Part#: RAM-1-31-cust Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	24	$0.00	$0.00
4	Scale Computing 960GB 3.5" SATA SSD Scale Computing - Part#: SSD-1-03 Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	3	$0.00	$0.00
5	Scale Computing 4TB 3.5" SAS HDD Scale Computing - Part#: HDD-1-03 Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	9	$0.00	$0.00

6	Scale Computing 4-Port Intel 10GbE XL710+X557 RJ-45 Scale Computing - Part#: NIC-1-16 Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	3	$0.00	$0.00
7	Scale Computing SC//HyperCore - 8 core 60 Month license and support software Scale Computing - Part#: HCOS-S-5-8C-PS Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	3	$8,999.00	$26,997.00
8	Scale Computing 5 Year HW Support for Scale Computing HCI Appliance Scale Computing - Part#: HW-5 Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	1	$4,045.00	$4,045.00
9	Scale Computing - ScaleCare Quickstart Installation Services Scale Computing - Part#: QSPI Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	1	$2,115.00	$2,115.00
10	Scale Computing VMware Rip & Replace Partner Promo Scale Computing - Part#: MPVRR Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	1	$0.00	$0.00
11	Scale Computing PROMO Scale Computing Move powered by Carbonite Migrate Scale Computing - Part#: ADTM-PROMO-20 Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	1	$0.00	$0.00
12	Scale Computing SC//HyperCore Advanced Training Scale Computing - Part#: QHAT Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	1	$0.00	$0.00
13	Scale Computing Admission to Scale Computing Platform 2026 Summit with SC//Platform Advanced Training Service Included Scale Computing - Part#: PLTFRM-REG/QHAT-2026 Contract Name: AEPA - Technology Catalogs Contract #: 026-D Subcontract #: 026-D-IL	1	$0.00	$0.00

Subtotal	$75,154.00
Shipping	$0.00
Total	$75,154.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Executive Summary
Board of Education Meeting

DATE: May 7, 2026

TOPIC: Marcia Brenner Associates (MBA) Installation of a Parent Portal Based Attendance System

PREPARED BY: Jordan Stephen

Recommended for:

☒ Action
☒ Discussion
☒ Information

Purpose/Background:

Over the past several years, the District has continued to take steps to inform parents about the importance of student attendance and to communicate the number of days students have missed throughout the school year. Under our current practice, when a student is absent, parents are asked to notify the school by calling in on the morning of the absence.

As we continue to adapt and improve our processes, the administrative team has implemented additional measures, including follow-up calls for students identified as chronically truant, as well as trimester letters to notify parents of current attendance patterns. In exploring more efficient methods, one solution discussed was the Marcia Brenner Associates (MBA) Attendance Monitor plug-in for PowerSchool. This plug-in not only allows parents to enter absences directly, but also provides automatic notifications to parents and guardians when an absence is recorded.

The Attendance Monitor plug-in also includes an enhanced dashboard for front office staff, making it quicker and easier to review, categorize, and update attendance records. Instead of evaluating students individually, staff can apply adjustments and approve attendance changes for multiple students at once.

Administrators benefit as well, as the plug-in offers detailed attendance insights and customizable dashboards that provide real-time data on absence and tardy trends. These dashboards can also be shared with parents, offering families clear and transparent access to the same information. Additionally, the proposal includes the MBA Report Creator, which can generate a variety of reports, including parent letters that can be automatically created and

emailed at designated intervals. Beyond attendance, the MBA suite can be used to generate a wide range of reports, from simple correspondence to more complex report cards.

District Legal Counsel reviewed the vendor's Terms and Conditions and Privacy Policy and proposed the District's standard amendment to the agreement. This amendment addresses provisions such as governing law, venue, and SOPPA language to ensure compliance with state requirements. The amendment has been agreed upon and accepted by the vendor.

Fiscal Impact:

The financial impact of implementing both the Attendance Monitor and Report Creator is $8,201.80 for the first year, which includes licensing, implementation, and training. Annual recurring costs for this software are estimated at approximately $2,300 per year, based on student enrollment.

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve the Marcia Brenner Associates (MBA) quote in the amount of $8,201.80 for licensing, implementation and training of the Attendance Monitor and Report Creator between July 1, 2026 through June 30, 2027.

Marcia Brenner Associates, LLC
1200 John Q. Hammons Drive, Ste. 503
Madison, Wisconsin 53717
P: 608-836-4000
E: accounting@mba-link.com

QUOTE

Bill To

Lincolnwood School District 74 - IL
6950 N East Prairie Road
Lincolnwood, IL 60712
United States

Quote#
QTE-926177

Quote Date	Expiry Date	Reference#	Sales person
01/26/2026	05/08/2026	AM & RC - District 1211 students	Chip Kling

#	Item & Description	Qty	Rate	Amount
1	Attendance Monitor Plugin for PowerSchool SIS Year 1, Plugin Subscription Fee $1.80/student. Recurring Annual Subscription $0.90/student. The subscription fee provides the customer with support and maintenance for the plugin, including new enhancements and modifications to remain compliant with all PowerSchool SIS updates. At the end of 12 months, the Recurring Annual Subscription must be paid to continue using the plugin. District 1211 students	1,211	1.80	2,179.80
2	Attendance Monitor Plugin - Training and Implementation Services include plugin installation, configuration setup, 1 implementation training webinar with a live instructor (recorded and provided to the district), and 1 private follow-up session for the plugin. (One-time Fee)	1	1,800.00	1,800.00
3	Report Creator Plugin for PowerSchool SIS Year 1, Plugin Subscription Fee $2/student. Recurring Annual Subscription $1/student. The subscription fee provides the customer with support and maintenance for the plugin, including new enhancements and modifications to remain compliant with all PowerSchool SIS updates. At the end of 12 months, the Recurring Annual Subscription must be paid to continue using the plugin. District 1211 students	1,211	2.00	2,422.00
4	Report Creator Plugin for PowerSchool - Training and Implementation Services include plugin installation, configuration setup, one required implementation training webinar and 2 optional trainings with a live instructor (recorded and provided to the district), and one private follow-up session for the plugin. (One-time Fee)	1	1,800.00	1,800.00

Thank you for the opportunity to partner with your school district.

Total	**$8,201.80**

Terms & Conditions

1. All conversion, installation, and other services by MBA are performed remotely. If onsite services are requested, the district must pay an additional fee and travel expenses incurred by MBA.
2. All training services assume a 'Train the Trainer' model.
3. All Plugins work on a supported version of PowerSchool SIS.
4. Custom Page Management must be enabled to use plugins.
5. MBA requires a temporary user ID and password to PowerSchool SIS during implementation services.
6. MBA requires that the customer accept an End User License Agreement before the start of implementation. Copy link to see EULA: https://mba-link.com/license-agreement/
7. MBA reserves the right to increase the annual subscription fee.
8. Customer has 30 days from quote acceptance date to provide PO to MBA and schedule their implementation. Should extenuating circumstances arise, please notify MBA. If the customer does not contact MBA within 30 days of quote acceptance and no PO is presented, the quote is null and void.

Marcia Brenner Associates



Dan Gwaltney
Vice President, Sales
04/02/2026

AMENDMENT TO AGREEMENT BETWEEN THE BOARD OF EDUCATION OF LINCOLNWOOD SCHOOL DISTRICT 74 & MARCIA BRENNER ASSOCIATES, LLC

This Amendment is entered into as of April 9, 2026, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Marcia Brenner Associates, LLC ("MBA") pursuant to the Quote #QTE-926177 dated January 26, 2026, and the End User License Agreement (collectively, the "Agreement"), and shall continue in force for any extensions of the Agreement or subsequent renewals or order forms, unless otherwise agreed by the Parties.

1. **Terms and Conditions**. This Amendment modifies the Agreement entered into by the Parties. Terms and conditions not amended herein shall have the same meaning as in the Agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail. MBA shall not materially modify or amend the Agreement (see https://mba-link.com/license-agreement/) during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal**. The term of the Agreement between the parties shall not automatically renew. Subsequent extensions of the Agreement shall require notice to and approval of the School District.

3. **FOIA/OMA.** School District shall not be required to make any claim of privilege that may be applicable to prevent disclosure in response to, and will not be required to notify MBA prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. MBA 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. MBA 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 MBA 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, MBA 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 MBA 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 MBA and another Illinois public school district.

6. **Insurance**. During the term of this Agreement and any renewal thereof, MBA 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	**MARCIA BRENNER ASSOCIATES, LLC**
By: _____	By: Dan Gwaltney
Its: _____	Its: Vice President, Sales
Date: _____	Date: 4/2/2026

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Winnetka Public Schools District 36

and

Marcia Brenner Associates, LLC

Marcia Brenner Associates, LLC

8017 Excelsior Dr. Suite 120
Madison, WI 53717

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:

Winnetka Public Schools District 36], located at [1235 Oak St, Winnetka, IL] (the "**Local Education Agency**" or "**LEA**") and

[ ], located at [ ] (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: Brad Goldstein Title: CFO

Address: 1235 Oak St, Winnetka, IL 60093

Phone: 847-446-9400 Email: bradgoldstein@winnetka36.org

The designated representative for the Provider for this DPA is:

Name: Alicia Ohnstad Title: President

Address: 8017 Excelsior Dr. Suite 120 Madison, WI 53717

Phone: 608-662-2801 Email: aohnstad@mba-link.com

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

LEA:

By: Brad Goldstein Date: 8/25/21

Printed Name: Brad Goldstein Title/Position: CFO

Provider:

By: Alicia Ohnstad Date: 8/20/2021

Printed Name: Alicia Ohnstad Title/Position: President

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

Marcia Brenner Associates, LLC ("Provider") develops and licenses software programs ("Plugins") to enhance school districts' ("LEA") use of the PowerSchool® Student Information System.

The Plugins that Provider makes available to LEAs are listed here:
https://mba-link.com/powerschool-plugins/

Provider does not host the Plugins. The Plugins are not cloud-based and are not delivered or made available as "software as a service." Upon execution of Provider's Service Agreement (the "EULA") the LEA downloads an executable copy of the Plugin(s) to its own servers. The LEA's use of the Plugin(s) takes place exclusively and entirely on the LEA's local servers. Accordingly, all Student Data remains on the LEA's local servers.

Provider does not collect any Student Data.

Customization and Training

From time to time, an LEA might engage Provider to customize a Plugin and/or to provide training on the use of a Plugin (the "Consulting Services"). In order to provide the Consulting Services, Provider's employees may require access to the LEA's local servers and may, accordingly, have access to Student Data.

Provider's access to LEA servers under such circumstances is strictly password protected. Passwords are issued by, and remain under the control of, the LEA.

Although Provider may have password-protected access to Student Data while performing Consulting Services, at no time does custody or control of Student Data transfer from the LEA to Provider.

This Exhibit A is a full and complete description of the Services. As of the Effective Date, Provider does not provide goods or services to LEAs other than those described in this Exhibit.

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	☐
	Other application technology meta data-Please specify:	☐
Application Use Statistics	Meta data on user interaction with application	☐
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	☐
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	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐

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

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
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

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
("Originating LEA") which is dated 8/20/21, 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 statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: abohnstad@mba-link.com

PROVIDER:

BY: Alicia Ohnstad Date: 8/20/2021

Printed Name: Alicia Ohnstad Title/Position: President

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
and
**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)
☐	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☐	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	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 _____ (the "Local Education Agency" or "LEA") and Marcia Brenner Associates, LLC (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 1.0

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."

Directive for Disposition of Data (Exhibit D)

The optional Exhibit D does not apply because Provider never collects or acquires custody of Student Data.

However, in the event Provider does inadvertently acquire custody of Student Data, Provider expressly acknowledges its obligation to comply with applicable provisions of Article IV, paragraph 6 of the Standard Clauses.

Data Security Framework (Exhibit F)

Provider has chosen to implement the NIST Cybersecurity Framework Version 1.1 (the "Framework").

Provider and LEA mutually acknowledge that full implementation of the Framework will not be complete on the Effective Date. Provider represents that it is making commercially reasonable efforts toward full implementation. Provider further agrees to provide a report and update on its progress toward full implementation, upon LEA's written request.

Citation Correction

Exhibit C cites the definition of School Official as appearing in 34 CFR 99.31(b).

The Parties mutually acknowledge that the correct citation should be 34 CFR 99.31(a)(1)(i)(B)

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and
("Originating LEA") which is dated 8/20/21, 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 statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: abohnstad@mba-link.com

PROVIDER:

BY: Alicia Ohnstad Date: 8/20/2021

Printed Name: Alicia Ohnstad Title/Position: President

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

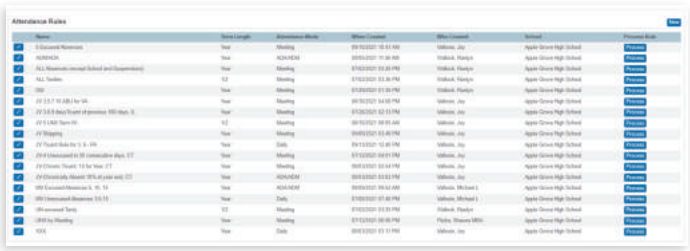
By: *Jordan Stephen* Date: 2026-03-27
Printed Name: Jordan Stephen Title: Director of Technology

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

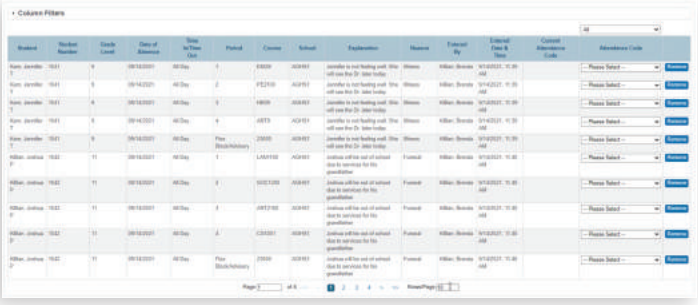
Attendance Monitor

Plugin for PowerSchool®

Streamline once inefficient, troublesome and laborious attendance related processes.



Create and manage attendance rules and thresholds



Parent portal makes communications easy and actionable

Plugged In Power

Unprecedented presentation of attendance data with instruments that streamline and engage

Establish attendance thresholds based on District or School policies

Provide notifications for parents/guardians

Empower parents or guardians to communicate via the Parent Portal

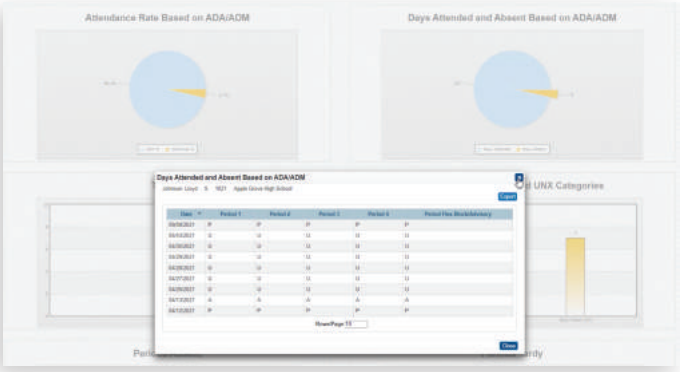
Access Attendance Dashboards at District, School and Student levels to provide detailed information

Establish attendance rules and thresholds, then monitor students within those criteria

608-836-4000 info@mba-link.com www.mba-link.com



Attendance Dashboards at the District, School and Student level that provide detailed attendance information



Involved Insights

Easily access comprehensive, interactive dashboards that serve as a central reference point for attendance data requirements

Parent Portal Attendance Submission adds an optional, configurable form to communicate absences for easy processing

Attendance Dashboards act as a central reference point for attendance data requirements

Marcia Brenner Associates, LLC
8017 Excelsior Drive, Suite 120
Madison, WI 53717
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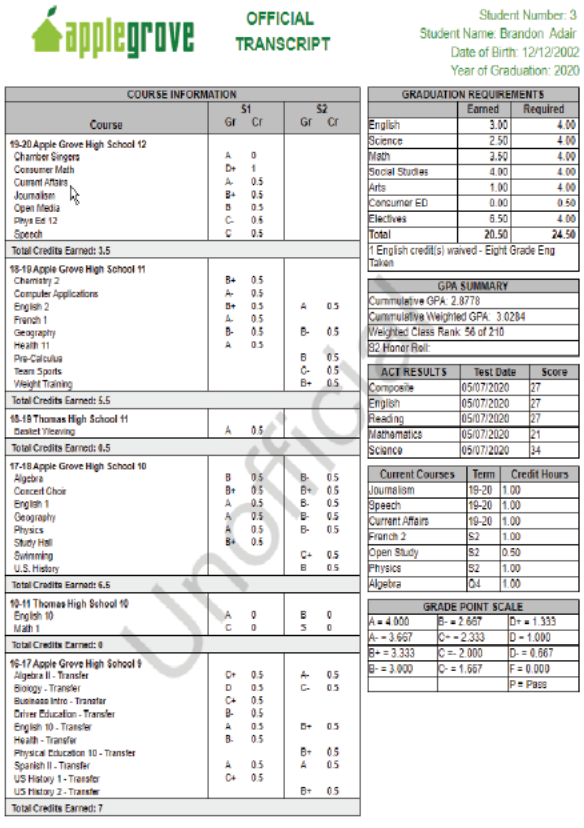
Marcia Brenner Associates (MBA) can help you maximize the functionality of PowerSchool through customized, well-designed plugins that provide the information you need to effectively run your school district. The features available in our plugins are based upon user requests and are currently in use by PowerSchool customers all over the world.

Report Creator

Plugin for PowerSchool®

More powerful, capable, and essential than ever. Report Creator helps streamline report cards and much more.





OFFICIAL TRANSCRIPT

Student Number: 3
Student Name: Brandon Adair
Date of Birth: 12/12/2002
Year of Graduation: 2020

COURSE INFORMATION	S1 Gr	S1 Cr	S2 Gr	S2 Cr
19-20 Apple Grove High School 12				
Chamber Singers	A	0		
Consumer Math	D+	1		
Current Affairs	A-	0.5		
Journalism	B+	0.5		
Open Media	B	0.5		
Phys Ed 12	C-	0.5		
Speech	C	0.5		
Total Credits Earned: 3.5				
18-19 Apple Grove High School 11				
Chemistry 2	B+	0.5		
Computer Applications	A-	0.5		
English 2	B+	0.5	A	0.5
French 1	A-	0.5		
Geography	B-	0.5	B-	0.5
Health 11	A	0.5		
Pre-Calculus			B	0.5
Team Sports			C-	0.5
Weight Training			B+	0.5
Total Credits Earned: 5.5				
18-19 Thomas High School 11				
Basket Weaving	A	0.5		
Total Credits Earned: 0.5				
17-18 Apple Grove High School 10				
Algebra	B	0.5	B-	0.5
Concert Choir	B+	0.5	B+	0.5
English 1	A	0.5	B-	0.5
Geography	A	0.5	B-	0.5
Physics	A	0.5	B-	0.5
Study Hall	B+	0.5		
Swimming			C+	0.5
U.S. History			B	0.5
Total Credits Earned: 6.5				
10-11 Thomas High School 10				
English 10	A	0	B	0
Math 1	C	0	S	0
Total Credits Earned: 0				
16-17 Apple Grove High School 9				
Algebra II - Transfer	C+	0.5	A-	0.5
Biology - Transfer	D	0.5	C-	0.5
Business Intro - Transfer	C+	0.5		
Driver Education - Transfer	B-	0.5		
English 10 - Transfer	A	0.5	B+	0.5
Health - Transfer	B-	0.5		
Physical Education 10 - Transfer			B+	0.5
Spanish II - Transfer	A	0.5	A	0.5
US History 1 - Transfer	C+	0.5		
US History 2 - Transfer			B+	0.5
Total Credits Earned: 7				

GRADUATION REQUIREMENTS	Earned	Required
English	3.00	4.00
Science	2.50	4.00
Math	3.50	4.00
Social Studies	4.00	4.00
Arts	1.00	4.00
Consumer ED	0.00	0.50
Electives	6.50	4.00
Total	20.50	24.50

1 English credit(s) waived - Eight Grade Eng Taken

GPA SUMMARY
Cummulative GPA: 2.8778
Cummulative Weighted GPA: 3.0284
Weighted Class Rank: 56 of 210
82 Honor Roll:

ACT RESULTS	Test Date	Score
Composite	05/07/2020	27
English	05/07/2020	27
Reading	05/07/2020	27
Mathematics	05/07/2020	21
Science	05/07/2020	34

Current Courses	Term	Credit Hours
Journalism	19-20	1.00
Speech	19-20	1.00
Current Affairs	19-20	1.00
French 2	S2	1.00
Open Study	S2	0.50
Physics	S2	1.00
Algebra	Q4	1.00

GRADE POINT SCALE		
A = 4.000	B- = 2.667	D+ = 1.333
A- = 3.667	C+ = 2.333	D = 1.000
B+ = 3.333	C = 2.000	D- = 0.667
B = 3.000	C- = 1.667	F = 0.000
		P = Pass

Unofficial

Create Attendance reports, academic concern letters with missing assignments, behavior log entry reports and transcripts.

Create multi-student reports such as classic list.

Custom Reports In Minutes

Go beyond Report Cards with MBA's Report Creator plugin, now allowing you to create reports, pages, rows and element templates. Do much more, faster, with a plugin that gives you complete control.

Create, import, and export report, page, and element templates

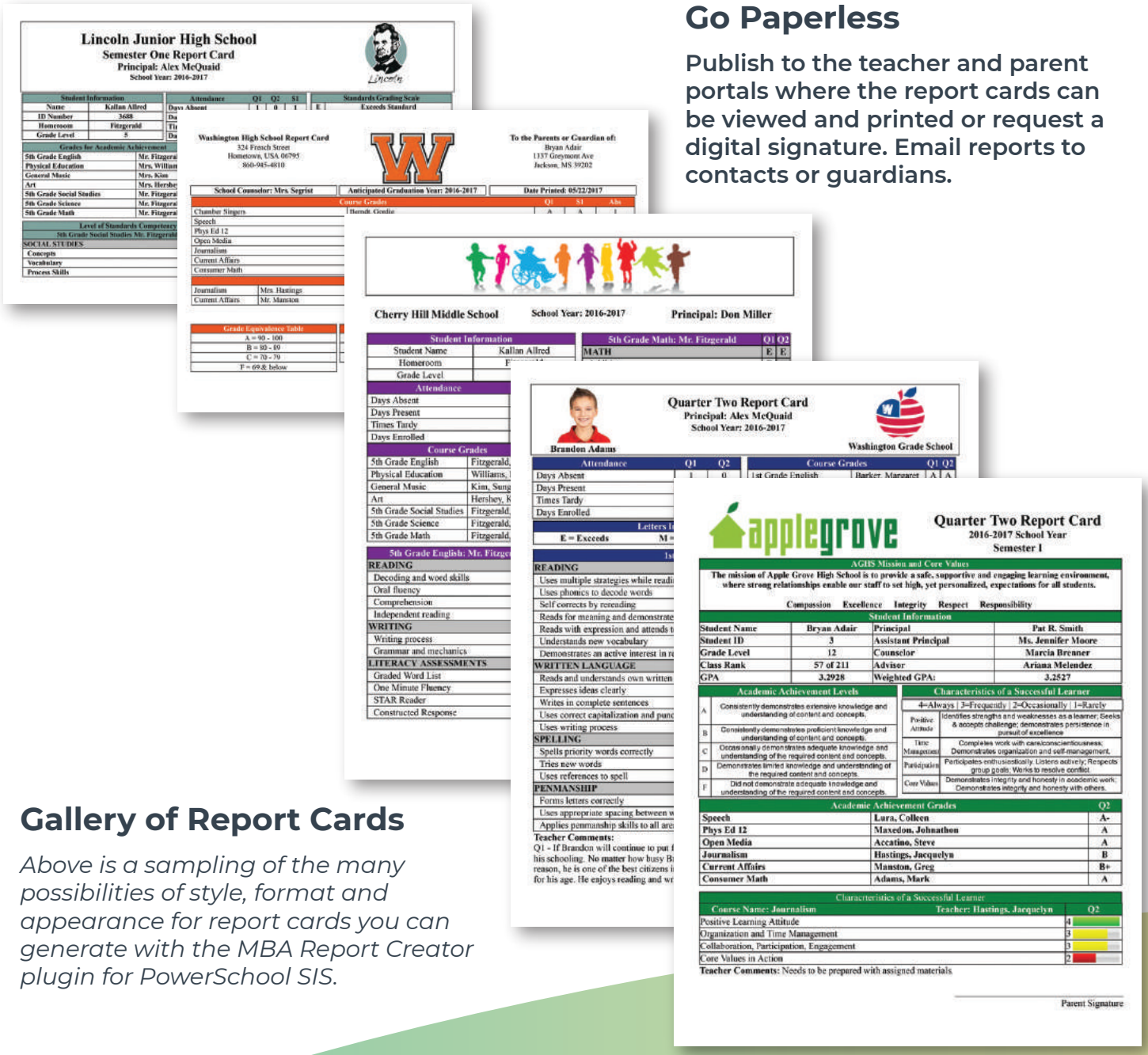
Include report watermarks with your own images or use the included options

Cumulative historical grades for creating transcripts or cumulative folder reports

Broad Capabilities

Style, format and appearance for reports you can generate with the MBA Report Creator plugin for PowerSchool SIS are more flexible and feature-rich. Translate reports into the student's preferred language.

608-836-4000 info@mba-link.com www.mba-link.com



Go Paperless

Publish to the teacher and parent portals where the report cards can be viewed and printed or request a digital signature. Email reports to contacts or guardians.

Gallery of Report Cards

Above is a sampling of the many possibilities of style, format and appearance for report cards you can generate with the MBA Report Creator plugin for PowerSchool SIS.

Enhancing the Power of PowerSchool®

Marcia Brenner Associates (MBA) can help you maximize the functionality of PowerSchool through customized, well-designed plugins that provide the information you need to effectively run your school district. The features available in our plugins are based upon user requests and are currently in use by PowerSchool customers in over 30 states and internationally.

Marcia Brenner Associates, LLC
1200 John Q. Hammons Drive
Suite 503
Madison, WI 53717
608-836-4000
info@mba-link.com
www.mba-link.com

Executive Summary
Board of Education Meeting

DATE: May 7, 2026
TOPIC: Nextiva Phone System Upgrade
PREPARED BY: Jordan Stephen

Recommended for:

☒ Action
☒ Discussion
☒ Information

Purpose/Background:

Over the past several months, the Technology Department has been evaluating replacement options for the District's aging phone system. The current system was implemented during the 2015–2016 school year and is scheduled to reach end-of-life status in 2026. At that time, manufacturer support will cease, and the system will no longer receive updates or service coverage.

In previous meetings, the Technology Department provided updates about our current progress and has come up with a finalist which we feel will become an excellent addition and tool for the District.

Under this model, the system is hosted and managed by a third-party provider, with calls routed over the internet rather than through on-site phone switches located in each building. The District would continue utilizing its existing internal network infrastructure; however, system management and call routing would occur entirely in the cloud. This approach mirrors how modern cellular systems operate, relying on data networks rather than traditional phone circuits.

Nextiva (provided to us by Constellation Telecom) is a worldwide provider of cloud based telephony with exceptionally strong customer satisfaction ratings across multiple reviews. Their services are used by municipalities, school Districts, businesses, and nationally recognized companies. Companies that use Nextiva

for primary communication include: IBM, UnitedHealth Group, Intel, Accenture, Target, BMW Group, General Motors, and Sodexo to name a few.

Through a connection made at the IASBO conference, the District was introduced to Constellation Telecom, who is a full-service telecom partner with over 100 combined years of experience. Constellation has managed over 800 Illinois government projects and their team has been invaluable with helping the District manage this project, negotiations, and contracts. We will continue to work with them during the installation and implementation phase of this project.

Through negotiations, Nextiva would not only bring in new services, but would provide the District with all new Polycom VOIP Telecommunication equipment as part of the 60 month agreement, with the District retaining ownership after fulfilling the term. Polycom phones were selected for their durability, design, Bluetooth integration, and advanced hardware capabilities. The phones are simple looking and are constructed with antimicrobial plastics, supporting hygiene.

Some of the advantages and features of the new Nextiva system include the following:

- Highly competitive pricing
- Flexibility in equipment models
- Advanced features include voicemail-to-email, SMS texting, mobile and desktop applications
- Low setup cost
- Strong industry reputation and customer satisfaction ratings
- New equipment included in agreement, with ownership after five years

District Legal Counsel reviewed the vendor's Terms and Conditions and Privacy Policy and proposed the District's standard amendment to the agreement. This amendment addresses provisions such as governing law, venue, and SOPPA language to ensure compliance with state requirements. The amendment has been agreed upon and accepted by the vendor.

Fiscal Impact:

The financial impact of implementing the Nextiva Phone system is an estimated $2,107.24 per month for a 60 month term. A one time shipping charge for $1,755.00 will be required for all of the equipment delivery.

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to approve the 5-year contract for Nextiva in the amount of $2,107.24 per month for equipment, implementation, training and migration of services to the Nextiva platform starting between June 2026 through June 2031.

Docusign Envelope ID: B2880EBC-872E-4903-84C2-A43165E20830

Quote Number	**CPQ-658435-1**
Quote Currency	USD
Quote Date	03-12-2026
Quote Expires	05-31-2026
Quote Status	Approve

Sales Agent Erik Richardson
erik.richardson@nextiva.com
(859) 407-5982

Customer Lincolnwood School District 74

Primary Billing Address 6950 N EAST PRAIRIE RD
LINCOLNWOOD IL 60712 US

Billing Frequency MONTH
Contract Term 60 Months

Bill Push Months 4

SIGNUP QUOTE SUMMARY	USD
Due Today Service Charges	$1,563.60
Due Today Taxes & Fees	$543.64
Purchased Hardware	$0.00
Implementation Charges	$0.00
Shipping	$1,755.00
Subtotal	$3,862.24
DUE TODAY TOTAL	**$3,862.24**
Monthly Recurring Price	$1,563.60
Monthly Recurring Taxes & Fees	$543.64
MONTHLY RECURRING TOTAL	**$2,107.24**

RECURRING SERVICES

Service Address: 6950 N EAST PRAIRIE RD LINCOLNWOOD IL 60712 US

PACKAGES & ADDONS	List Price	Discount	Net Price	Quantity	Total Price
Nextiva CX - Core for Education	$12.00	$4.00	$8.00	187	$1,496.00
NextOS Basic Extension	$9.95	$1.00	$8.95	4	$35.80
Vfax	$14.95	$7.00	$7.95	4	$31.80

LOCATION SUMMARY

Due Today Service Charge (Excludes Taxes & Fees)	**$1,563.60**	**Recurring Price (Excludes taxes & fees)**	**$1,563.60**
Due Today Service Charges	*$1,563.60*	*Packages & Addons Total*	*$1,563.60*
		Rental Device Total	*$0.00*

TAXES & FEES *These are estimated taxes and fees. Actual taxes and fees will be calculated when the invoices are processed.

Due Today Taxes & Fees	**$543.64**	**Recurring Taxes & Fees**	**$543.64**
Federal FCC Regulatory Fee (VoIP)	*$0.87*	*Federal FCC Regulatory Fee (VoIP)*	*$0.87*
Federal FUSF (VoIP)	*$65.27*	*Federal FUSF (VoIP)*	*$65.27*
E911 Fee	*$191.00*	*E911 Fee*	*$191.00*
Regulatory Recovery Fee	*$286.50*	*Regulatory Recovery Fee*	*$286.50*

DUE TODAY SUBTOTAL	**$2,107.24** *Includes taxes & fees*	**RECURRING SUBTOTAL**	**$2,107.24** *Includes taxes & fees*

Docusign Envelope ID: B2880EBC-872E-4903-84C2-A43165E20830

Quote Number	CPQ-658435-1
Quote Currency	USD
Quote Date	03-12-2026
Quote Expires	05-31-2026
Quote Status	Approve

ONE TIME CHARGES

PURCHASED HARDWARE

Description	List Price	Discount	Net Price	Quantity	One-Time
Poly - Edge E Expansion Module, for Edge E400/E500 Series	$220.00	$220.00	$0.00	6	$0.00
Poly - Edge E220 Desk Phone, PoE	$160.00	$160.00	$0.00	155	$0.00
Poly - Edge E450 Desk Phone, PoE	$300.00	$300.00	$0.00	6	$0.00
Poly - Wall Mount for Edge E100/E220	$30.00	$30.00	$0.00	145	$0.00
Poly - Trio 8300 Conference Phone, w/ PSU	$540.00	$540.00	$0.00	6	$0.00
Axacore - FXB1P vFax Bridge	$210.00	$210.00	$0.00	4	$0.00
Poly - Edge E350 Desk Phone, PoE	$180.00	$180.00	$0.00	27	$0.00
Total					$0.00

SERVICE DELIVERY CHARGES *(Includes Account Activation Fees and Implementation)*

Item Description	List Price	Discount	Net Price	Quantity	One-Time
Nextiva Service Delivery: Elite+	$7,900.00	$7,900.00	$0.00	1	$0.00
Total					$0.00
Subtotal (Includes taxes & fees)					**$0.00**

Please Note:

- This is a budgetary quote and is subject to change.
- The service delivery fees contained herein is a preliminary estimate based on Nextiva's current understanding of customer's needs and is subject to change based on the final scope of work. Pricing excludes taxes, fees, surcharges, usage charges, and one-time charges.

SHIPPING DETAILS SUMMARY *(Charges reflect Rental Devices and Purchased Hardware quantities per Shipping Location.)*

6950 N EAST PRAIRIE RD LINCOLNWOOD IL 60712 US

Purchased Hardware	Quantity
Poly - Edge E Expansion Module, for Edge E400/E500 Series	6
Poly - Edge E220 Desk Phone, PoE	155
Poly - Edge E450 Desk Phone, PoE	6
Poly - Wall Mount for Edge E100/E220	145
Poly - Trio 8300 Conference Phone, w/ PSU	6
Axacore - FXB1P vFax Bridge	4
Poly - Edge E350 Desk Phone, PoE	27
Shipping Method	Ground
Total	$1,755.00
Subtotal (Excludes taxes & fees)	**$1,755.00**

Docusign Envelope ID: B2880EBC-872E-4903-84C2-A43165E20830

Quote Number	CPQ-658435-1
Quote Currency	USD
Quote Date	03-12-2026
Quote Expires	05-31-2026
Quote Status	Approve

SERVICE LOCATION SUMMARY

Includes Services, Hardware & Service Delivery Charges (if applicable). Excludes Purchased Hardware & Shipping Charges.

Service Location	Due Today (Includes Taxes & Fees)	Recurring Price (Includes Taxes & Fees)
6950 N EAST PRAIRIE RD LINCOLNWOOD IL 60712 US	$2,107.24	$2,107.24

AMOUNT DUE

Includes Services, Hardware, & Implementation Charges (if applicable). Includes Shipping Charges.

Due Today Total (Includes taxes & fees)	Recurring Total (Includes taxes & fees)
$3,862.24	$2,107.24

IMPORTANT: We have made changes to our Terms and Conditions Please review at https://www.nextiva.com/legal.html.
Nextiva | http://www.nextiva.com | 9451 East Via de Ventura, Scottsdale AZ 85256

Docusign Envelope ID: B2880EBC-872E-4903-84C2-A43165E20830

Nextiva Service Agreement

This Nextiva Service Agreement (the "*Agreement*") is dated, entered into, and made effective on the date of the last signature below (the "*Effective Date*"), by and between Nextiva, Inc. ("*Nextiva*") and Lincolnwood School District 74 ("*Customer*").

Quote Number:
CPQ-658435

Term Length and Subscription Date:
The term length is sixty-four (64) months (the "*Term*") beginning from Effective Date ("*Subscription Date*"). Any reference to Term shall also include any subsequent renewal Terms.

Discounted Service and/or Device(s):
In consideration of Customer agreeing to pay the minimum monthly recurring amounts for the Nextiva Service Plan accepted through the above referenced Quote Number (the "*Quote*") for the Term, Nextiva agrees to provide Customer with discounted Service or Device(s) to the Customer's service location(s) as described in the Quote.

Additional Terms:
So long as Customer meets Nextiva's internal credit guidelines, Customer will be invoiced on a Net30 billing cycle. Customer's payment method pursuant to this Agreement shall be by a Nextiva-approved payment method.

Customer will not be charged the Recurring Monthly Charge described in the Quote in months 2 through 5 of the Term.

Early Termination Fee:
If a Service or Device described in the Quote, a line of service or feature for the Nextiva Service Plan, is cancelled, terminated, or converts to a line of service or feature that is not the Nextiva Service Plan or in the Quote referenced herein or added within the Term, then Nextiva shall charge an early termination fee equal to the total fees owed for the remainder of the Term for any cancelled, terminated, or converted Service, Device, feature, or product. Additionally, if Customer terminates the entire Agreement with Nextiva within the Term, then Customer will pay an early termination fee equal to the total amount owed to Nextiva for the remainder of the Term under the Agreement.

Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents. Each party has read, understands, and agrees to the early termination fee outlined in this Agreement.

This Agreement shall continue to apply to any additional Quote Numbers, additional services added to any of the Customer's service locations, and changes to existing services made by Customer during the Term. All Services are subject to applicable federal, state, and local taxes, surcharges and fees, and other regulatory fees outlined in the T&Cs (defined below). Such taxes, surcharges and fees are subject to change.

Docusign Envelope ID: B2880EBC-872E-4903-84C2-A43165E20830

By signing below, the Customer agrees to the Nextiva Terms and Conditions located at https://www.nextiva.com/legal.html including the important e911 Information (the "*T&Cs*"). If there is a conflict between this Nextiva Service Agreement and the T&Cs referenced herein, the terms of this Nextiva Service Agreement will prevail. Furthermore, by signing below, the undersigned authorizes Nextiva to charge the Customer's payment method (i.e. credit card) on file with Nextiva. If Customer receives invoices from Nextiva, then invoiced amounts shall be due as provided herein.

Company Name: Lincolnwood School District

Authorized Signature:

Printed Name:

Title:

Date:

DocuSigned by:
Chris Reaburn
F2FA87B7C80649E...
Chris Reaburn

CSO

CR

3/18/2026 | 8:51:43 AM PDT

nextiva

Your Nextiva quote

Build Amazing Customer Experiences

nextiva

Let's do great things together.

We're thrilled that you're considering Nextiva. We founded Nextiva 15+ years ago to empower businesses of all sizes to create exceptional customer experiences and build deeper, more meaningful relationships for growth.

With Nextiva's AI-powered unified customer experience platform, you have the tools and the tech to orchestrate delightful customer journeys that engage, market, sell, and service.

I'm confident that you'll find that our solutions unlock greater levels of growth for your business. And paired with our renowned Amazing Service® and reliability, you'll thrive in this incredibly fast-paced, demanding world.

We'd love to welcome you to Nextiva. Don't hesitate to reach out with any questions — our team is 1500+ strong and ready to help you succeed.

Tracy Conrad



Tracy Conrad
Chief Amazing Officer, Co-Founder

nextiva

Get ready for the future of customer experience.

Nextiva Unified-CXM

Nextiva's Unified Customer Experience Mangement platform helps businesses meet customers on their preferred channel, orchestrate the entire customer journey, improve the customer experience, and monitor and build brand loyalty.

Unified

Nextiva offers a comprehensive unified customer experience management platform serving as a singular point of truth for all your customer interactions.

Trusted

We're trusted by over a million users conducting billions of interactions annually using our reliable and secure AI-powered customer experience platform.

Modern

Our platform is built on a scalable, globally available, redundant microservices architecture accessible through APIs, ensuring longevity and adaptability to evolving market demands.

Nextiva Amazing Service® Advantage: The right choice for businesses that want a trusted advisor and deep domain expertise. Our commitment to Amazing Service® and a customer-focused approach has been the cornerstone of our customers' success.

NEW! XBert AI From Nextiva

Free Setup!
Just mention this promo.

Never miss a call ever again.

Answer every call, capture every lead—never lose business to voicemail again!

Answers calls instantly 24/7

Answers questions accurately

Worfis with your apps

AI Receptionist

XBert AI acts as a receptionist who answers your business calls, texts, and live chats.

AI for Sales

XBert AI instantly answers product questions, books appointments, and brings people into your funnel.

AI for Customer Service

XBert AI resolves customer questions, issues, and support. It automatically transfers the call to a human team member if it encounters issues.

AI Concierge

XBert AI will greet guests and clients, while assisting with reservation details and requests - all summarized and shared to your team.

Asfi your rep about XBert AI today!

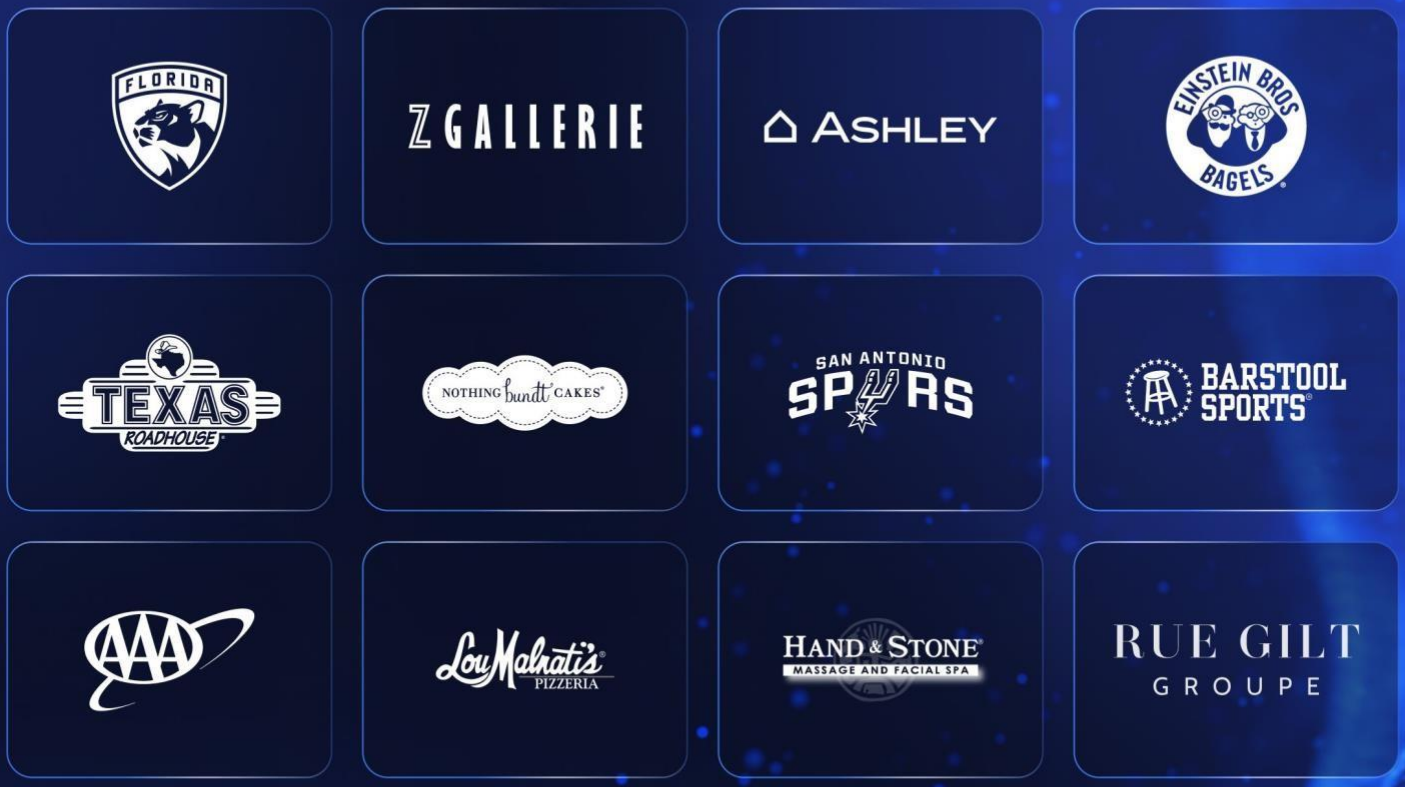
Sales
(800) 799-0600

Setup in 5 minutes
Get your demo today!

nextiva

Leading brands trust Nextiva.

- 1 million+ users
- Billions of interactions annually
- Amazing Service®



Nextiva transformed our client conversations, keeping them all in one place and making us more organized and responsive.

- Erin Simon, CEO, Empire Tax Offices

Security is at the heart of our mission and global operations. That's why we chose Nextiva.

- Hari Ravichandran, Co-Founder & CEO at Aura

With Nextiva, customer service has always been authentic and their support always helps in a timely fashion.

- Vinnie Edwards, YMCA of Louisville

We were able to go as far technologically as was practical for a company of our size.

- Rich Sparkman, IT Support, Shelby American

Docusign Envelope ID: 8688107A-553A-4D09-8218-B629957AF695

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

This Amendment is entered into as of May 7, 2026, by and between the Board of Education of Lincolnwood School District No. 74 ("School District") and Nextiva, Inc. ("Nextiva") pursuant to Quote Number CPQ-658435-1 dated March 12, 2026, the Nextiva Service Agreement attached thereto, and the Nextiva Master 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. Nextiva shall not materially modify or amend the Agreement (see https://www.nextiva.com/legal.html) during the term of this Agreement or any extension thereof, without providing written notice.

2. **Auto-Renewal**. Unless either party provides written notice at least thirty days in advance of the end of the then-current term or unless otherwise agreed by the parties in writing, the term of the Agreement between the parties shall automatically renew on a month-to-month basis.

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 Nextiva prior to any disclosure in response to, a valid FOIA request for information that is not confidential or proprietary. Nextiva acknowledges and agrees that the Agreement is not confidential or exempt from disclosure under the Illinois Freedom of Information Act or Open Meetings Act. For avoidance of doubt any information security or related documents identified by Nextiva as being confidential and/or proprietary shall be treated by such to the maximum extent permitted 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. Nextiva 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 Nextiva 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. **Student Privacy Laws.** Nextiva confirms that no student data shall be requested from School District in accordance with any applicable federal or Illinois laws, including (without limitation, and only to the extent applicable) the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*); the *Illinois Student Online Personal Protection Act* (105 ILCS 85/1 *et seq.*, herein "SOPPA"); and the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, herein "FERPA"). To the extent any such student data is provided ancillary to the use of Nextiva's services, Nextiva shall treat any such data as confidential.

Docusign Envelope ID: 8688107A-553A-4D09-8218-B629957AF695

6. **Insurance**. During the term of this Agreement and any renewal thereof, Nextiva shall maintain a cyber-liability insurance policy insuring against data breaches. School District shall be named as an additional insured on Nextiva's CGL 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	**NEXTIVA, INC.**
By: _____	By: DocuSigned by: Chris Reaburn F2FA87B7C80649E...
Its: _____	Its: CSO
Date: _____	Date: 4/29/2026 | 11:52:14 AM PDT

NEXTIVA MASTER TERMS & CONDITIONS

SIGNING UP FOR NEXTIVA'S SERVICES CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, THE APPLICABLE SERVICE DESCRIPTION AND THIS AGREEMENT (AS DEFINED BELOW). ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR SERVICE, (2) YOUR SUBMISSION OF AN ORDER AND/OR ACCEPTANCE OF A QUOTE, (3) YOUR USE OF THE SERVICES DESCRIBED HEREIN, (4) YOUR EXECUTION OF A MINIMUM COMMITMENT CONTRACT. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT.

1. **INTRODUCTION.** These Nextiva Master Terms and Conditions, together with any Nextiva Service Agreement, the Service-Specific Terms, end-user license agreement, end-user service agreement, other terms and conditions, operating rules, policies, price schedules, and/or other supplemental documents entered into between you and Nextiva or that are otherwise applicable to your Services and/or expressly incorporated herein by reference and published from time to time (collectively, the "Agreement"), constitutes the entire agreement between Nextiva, Inc., a Delaware corporation (hereinafter referred to as "we," "us" or "Nextiva") and the party set forth in the related registration order form or quote (hereinafter referred to as "you," "your", "user" or "Customer") regarding Nextiva's Services (as defined herein), and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, the term "Nextiva" include our respective

subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes Services or Devices to you in connection with this agreement.

2. **DEFINITIONS.**
    1. **“Device”** means a Nextiva-provided telephone, telephone adapter (“Adapter”), fax bridge, router, or other device used with the Services.
    2. **“Documentation”** means user manuals and other documentation relating to the Services, which are made available to Customer by Nextiva accessible via the Internet, other electronic or digital means, or in the form of printed media.
    3. **“Services”** means the products and services that are being provided to you as described in any quote or order form, including, but not limited to, Nextiva’s services, including, but not limited to, unified communication (voice), digital customer engagement, contact center, and vFax services, and any associated features, functionalities, software, hardware or web-based platforms. “Services” shall also include any additional Services provided to you as described in any addendum or amendment.
        1. The following Services are subject to the service-specific terms and conditions (the “Service-Specific Terms”), which are linked below and integrated herein:
        2. UCaaS (VoIP) Services: https://www.nextiva.com/legal.html?doc=02
        3. Digital Customer Engagement Services: https://www.nextiva.com/legal.html?doc=03
        4. Contact Center Services: https://www.nextiva.com/legal.html?doc=04
        5. vFax Services: https://www.nextiva.com/legal.html?doc=05
        6. Five9-Provided Contact Center Services: https://www.nextiva.com/legal.html?doc=06

7. If you purchase a bundle or package of Services, your package may include components from multiple service types and, as such, multiple Service-Specific Terms may apply to your Services.

4. **“Software”** means any proprietary software owned by, licensed by, or which Nextiva has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Services.

3. **REVISIONS TO TERMS AND PRICING.** From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference). Notice of revisions to the Agreement shall be posted on the Nextiva Website (the “Website") and deemed given and effective on the date posted to the Website. Pricing is also subject to change at any time (except base service pricing for contracted quantities during the initial term of a Minimum Commitment Contract such as a Nextiva Service Agreement), with or without notice. If you do not agree to a revision or pricing change (except for changes to taxes, surcharges, usage charges, and fees), you must terminate your Services immediately, subject to the Termination provisions provided in this Agreement. By continuing to use the Services after revision(s) and/or pricing changes are in effect, you hereby accept and agree to all such revisions and/or pricing changes.

4. **CUSTOMER REPRESENTATIONS.** You represent and warrant that your business address is in the United States. You represent and warrant that you are at least eighteen (18) years of age or, as applicable, the age of majority in the country, state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You represent and warrant that your name, user name, contact information and registered location are true and correct and, if you are entering into this Agreement on behalf of a company or another entity, you are authorized to act on behalf of that company or entity. You understand that Nextiva relies on the information you supply and that providing false or incorrect information may result in delays in the provisioning or delivery of the Services, the suspension or termination of your Services and the inability

of a 911- dialed call to be correctly routed to emergency service personnel where your Services include UCaaS (Voice) services. You agree to promptly notify Nextiva whenever your billing information changes (including, but not limited to, your name, address, e-mail address, telephone number, and payment method, including credit card number and expiration date, if applicable). You agree to be financially responsible for your use of the Services as well as for use of your account by others.

5. **USE OF SERVICE AND DEVICE.**
    1. **Business Plans.** Services are provided to you as a business user, for your business and home office use. This means that you are not using it for any personal, residential, nonbusiness and nonprofessional purpose. This also means that you are not to resell or transfer the Services to any other person for any purpose or make any charge for the use of the Services, without express written permission from Nextiva in advance. Nextiva reserves the right to immediately terminate, change the calling plan or modify the Services if Nextiva determines, in its sole discretion, that you are using the Services for non-business or non-commercial use.
    2. **Restrictions.** You shall not: (a) copy or adapt the Software or the Services for any purpose, except as specifically permitted under this Agreement; (b) use the Software or Services except in accordance with all applicable laws and regulations, and except as set forth in the Documentation; (c) reverse engineer, translate, decompile, or disassemble the Software or Services; (d) use the Software or Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party other than the Customer; (e) cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Software or Services; or (f) use or access the Software or Services to compete or enable others to compete with Nextiva, including, but not limited to, copying features, functionalities,

graphics, of the Services, developing or modifying competing products and/or services, and performing competitive analyses or benchmarking.

3. **User Responsibility.** You agree that you are responsible for all use(s) related to your account. You understand this means that you accept full liability and responsibility for your actions or the actions of anyone who uses the Services via your account with or without your permission. You acknowledge that Nextiva will be sending you information, including your password, via e-mail over the Internet. You agree that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt the information and telephone calls you transmit over the Internet. In order to maintain the security of your Services, you should safeguard your User IDs and Passwords, as well as the media access control (MAC) address of the Adapter. The MAC address is one of the pieces of information used by Nextiva to authenticate customer calls and should not be shared.
4. **Use of Service and Device by Customers Outside the United States.** While Nextiva encourages use of the Services within the United States to other countries, Nextiva does not presently offer or support the Services to customers located in any countries other than the United States except where expressly agreed by Nextiva in writing. Nextiva's Services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of the Services, Nextiva does not represent or warrant that use of the Services by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove any Device to a country other than the United States or use the Services from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. You also agree to indemnify us for any claims, damages or expenses

resulting from your use of the Services outside of the United States. Nextiva reserves the right to disconnect Services immediately if Nextiva determines, in its sole and absolute discretion, that you have used the Services or the Device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely liable for any and all use of the Services and/or Device by any person making use of the Services or Device provided to you.

5. **Account Ownership.** The owner of the account under which the Services are ordered shall be the legal entity (e.g., corporation, partnership, individual) that signs up for the Services with Nextiva. If no legal entity is provided upon sign-up, the account owner shall be the owner of the credit card used to open such account, if applicable. Subsequent changes to ownership must be supported by appropriate legal documentation. Nextiva shall not adjudicate ownership-related disputes, or any other internal business dispute. If Nextiva is unable to determine the valid owner of the account, Nextiva reserves the right to suspend or terminate the account and Services.
6. **Multi-Location Accounts.** Nextiva may allow you to set up Services to multiple locations and/or sub-accounts under your account. You understand that users on an account containing multiple locations or sub-accounts may be able to access data from or regarding other locations or sub-accounts under that account. This data may include, but is not limited to, customer proprietary network information (CPNI), personally identifiable information (PII) and/or protected health information (PHI). Further, users of an account containing multiple locations or sub-accounts may be able to add or remove Services at other locations or sub-accounts. By accepting a quote(s) or other agreement providing for multiple locations or sub-accounts, you acknowledge the aforementioned service feature, and you agree to indemnify us for, and hold us harmless from, any claims, damages or expenses resulting from access by your

users from one location or sub-account to other locations or sub-accounts on your account.

7. **Compatibility with Broadband, Cable Modem, and Other Services.** There may be other third-party services with which our Services may be incompatible. Some providers of broadband service may provide modems that prevent the transmission of communications or other content using the Services. We do not warrant that the Service swill be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Services with any particular broadband service. You agree that you are solely responsible for ensuring that the Services are interoperable with your internet service provider (ISP).

6. **DISCONTINUATION OF SERVICES; FREE TRIALS.**
    1. **Substitution and Discontinuation of Services.** Nextiva may, in its sole discretion, discontinue or substitute any service, feature or functionality without your prior approval. If Nextiva discontinues a service, feature or functionality and fails to substitute that service, feature or functionality with an equivalent service, feature or functionality, then upon your written request, Nextiva will reduce the fees assessed to your account by the amount that you specifically pay for any such discontinued service, feature or functionality. Notwithstanding the foregoing, Nextiva may include with or add to your account certain services, features and/or functionalities on a trial, temporary or otherwise limited basis. Nextiva reserves the right to discontinue any such services, features and/or functionalities without notice and without compensation to you, and/or to charge you a fee as a condition of your continued use of any such services, features and/or functionalities.
    2. **Free Software Offering.** From time to time, Nextiva may make a free, feature-limited version of the Software (a “Free Version”) available to You
        1. **Generally.** The Free Version is provided “as-is, where-is” and without any warranty of any kind. Nextiva reserves the right, in its

sole discretion, to discontinue the Free Version and/or any service, feature or functionality included within the Free Version without your prior approval and without compensation to you at any time. Nextiva will, to the extent commercially practicable, provide you with reasonable advanced notice of any planned termination of the Free Version. Services, features, and functionalities within the Free Version are subject to change, with or without notice to you. You agree that you will be responsible for any all fees, taxes, charges, and surcharges arising from your use of the Free Version beyond the limitations contained within the Free Version, including, but not limited to, excess usage charges and international calling charges.

2. **Added Services.** You may be prompted to add optional features or services to the Free Version from time-to-time (collectively, the "Added Services"). Your use of a Free Version does not entitle you to the use of any Added Services except to the extent you agree to any requirements that Nextiva provides for access to such Added Services. Such additional requirements may include, but are not limited to: payment of additional costs (subscription, taxes, fees, and the like), becoming subject to a minimum-term commitment, or purchasing additional hardware or features or services to fully enable your usage of such Added Services.
3. **Number Assignment and Use.** If your Free Version includes voice and/or SMS/MMS usage features and/or functionalities, you may be assigned a phone number by Nextiva. You may also be able port a phone number to your Nextiva Free Version account. You understand and agree that if you do not use the voice and/or SMS/MMS features and/or functionalities included with your Free Version for a period of thirty (30) days, Nextiva may remove the phone number from your account and reassign that number to another user. If a phone number is removed from your account due to non-use, you further understand and agree that Nextiva may

assign a new phone number to your account if you request that the voice features and/or functionalities be re-enabled; however, Nextiva may not be able to return the phone number to your account that was previously assigned to you or ported to your account.

7. **LENGTH OF SERVICE.**
    1. **Service Term.** We provide the Services for the term that you have signed up for. Your term begins on the date you first ordered service (the "Subscription Date"). It is not the day you receive the Device you ordered or the first time you use the Services. You are purchasing the Services for the full service term as set forth in the Order.
    2. **Automatic Renewal.** The Services will automatically renew for subsequent terms of the same length as the initial term, excluding any promotional or "free" months of Services or initial or renewal term extensions, unless you cancel your Services by providing Nextiva with notice as provided in Section 7.5 of this Agreement at least thirty (30) days before the end of the then-current service term. Each renewal term begins on the day after the last day of the previous term. Any and all fees assessed to your account during the initial term and any renewal terms will be charged to your payment method on file, which may include any payment method automatically updated by your issuing bank. If you are paying by credit card and your credit card is declined, invalid, or payment is not timely made by the issuer of your credit card, without further notice Nextiva reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Services are discontinued for nonpayment.
    3. **Our right to disconnect.** You understand and agree that Nextiva has the right to suspend, terminate or disconnect any part of Your Services generally at any time if:
        1. We determine or reasonably believe that You are violating, or violated, any applicable law;

2. We determine or reasonably believe that You materially breached this Agreement and/or the AUP (as defined below);
3. We determine or reasonably believe that You used fraudulent means to pay for the Services, including use of a fraudulent credit card;
4. We determine or reasonably believe that You abused or harassed (verbally or otherwise) any Nextiva employee, contractor, agent or representative;
5. We are ordered by law enforcement or other government agencies to suspend, terminate or disconnect your Services;
6. You bring any legal action or proceeding against Nextiva, or participate in any class action lawsuit against Nextiva;
7. A petition in bankruptcy is filed by or against You and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over You or Your material assets;
8. We determine that such action is necessary to protect, maintain, or improve the Services, to prevent fraud or misrepresentation, to protect Nextiva, its customers or other third party Nextiva affiliates, or for any other good cause.
9. You breached this Agreement or as otherwise contemplated by this Agreement.
10. You fail to make payment.

4. All charges owed at the time of disconnection will be immediately payable. We will pursue collection for unpaid amounts on disconnected accounts and may report these unpaid charges to credit bureaus.
5. **Termination of Services.** In order to terminate the Services, contact our Customer Care Department, via email at service@Nextiva.com or by calling 1-800-983-4289 at least thirty (30) days prior to the expiration of the current service term. Please refer to the Nextiva Cancellation Policy posted on our Web site at https://www.nextiva.com/legal.html?doc=10. If

you provide notice of termination less than thirty (30) days prior to the end of your then-current term, your Agreement will renew as provided herein, and the termination of your Services will be effective at the end of that renewal term.

8. **DEVICES.**
    1. **Ownership and Risk of Loss.** Upon full payment of all fees associated therewith, you will own any Devices that you purchase from Nextiva and, in all events, you bear all risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices once Nextiva ships the Device(s) to you. Returns of non-defective Devices outside of any initial 30-day money back guarantee period, if any, will not be accepted. Refer to the Cancellation Policy for more information.
    2. **Rented Devices.** Section 8.1 above will not apply to Rented Devices. Unless otherwise agreed upon, Customer agrees that within thirty (30) days after the expiration of the Term of any Device Rental Agreement or termination of this Agreement, Customer will promptly return all Rented Devices to Nextiva. Customer will be responsible for (i) any damage to the Rented Devices as assessed by Nextiva upon receipt, (ii) the replacement cost of such Rented Devices if it is lost, misplaced, not delivered or stolen during transit, and (iii) shipping/handling costs. Customer agrees to pay the full retail cost for the repair or replacement of any Rented Device or part that is lost, stolen, damaged, modified, sold, transferred, leased, encumbered or assigned together with any costs incurred by Nextiva in obtaining or attempting to obtain possession of any Rented Devices. For the purposes of this section "Rented Devices" means any Device leased to Customer by Nextiva or Nextiva agents or any other third-party with or without a separate charge or fee in connection with the Services.
    3. **Promotional Devices.** Devices provided to you at a discount or at no charge may be previously used, refurbished or reconditioned equipment. Unless otherwise provided in a Minimum Commitment Contract, discounted and free Devices not returned upon cancellation of the

Services will be charged to the customer. See Cancellation Policy for details.

4. **Replacement of a Defective Device.** Devices purchased from Nextiva will be covered by their respective factory warranties, if any, only. Nextiva does not offer any warranty in addition to, or in replacement of any factory warranties. If a factory warranty applies, then prior to returning the equipment, you must contact Nextiva at support@nextiva.com so that Nextiva may determine whether a defect exists and to receive an RMA number, which is required along with the return. You must ship the equipment to the manufacturer at the address provided by Nextiva in accordance with all RMA procedures. You have 7 days after receipt of an RMA to ship the equipment back to the manufacturer at the address we provide. You must pay all shipping fees. Once the manufacturer has received the equipment, a replacement may, if eligible, be sent to you in accordance with the factory warranty, if any. If an advanced replacement is provided and the factory has not received the defective Device within 14 days or it was not in a returnable condition, (original carton, all packing materials and parts in the same condition in which you received them), then Nextiva will charge you for the second device or for the missing parts. Notwithstanding the foregoing, nothing herein shall be construed as creating an obligation for Nextiva to provide an advanced replacement, nor shall any action by Nextiva be construed as a warranty determination or as otherwise guaranteeing eligibility for a replacement device or other warranty remedy.
5. **Receipt of Damaged Devices.** If you receive cartons or Devices that are visibly damaged, you must note the damage on the carrier's freight bill or receipt and keep a copy. You must also keep the original carton, all packing materials, and parts in the same condition in which you received them from the carrier. You must then contact our Customer Care Department immediately at support@nextiva.com for return instruction.

6. **Tampering with the Device.** You may not change the electronic serial number or equipment identifier of your Device or perform a factory reset of your Device without first getting our written consent.
7. **Prohibited Devices.** You are prohibited from using the Services with any devices other than Nextiva-approved devices received from authorized retailers or from us unless we otherwise agree in writing.
8. **All Headset Sales Are Final.** Headsets, earpieces, in-ear monitors, microphones and similar devices are not eligible for return or refund unless otherwise required by law. All purchases of these types of products are final and non-refundable.

9. **FEES AND CHARGES.**
    1. **Fees and Charges.** Your fees and charges may change from time to time, with or without notice (except base service pricing for contracted quantities will not change during the initial term of a Minimum Commitment Contract). Any pricing adjustment will be reflected in an invoice provided to you at the time of the pricing adjustment for your account. We may introduce or otherwise make available new and/or existing products and services at special introductory pricing. Introductory pricing will not be applied retroactively to existing services and may be applied for only limited periods of time. At our discretion, we may change, reduce, or discontinue introductory pricing. Certain service charges, such as Regulatory Recovery Fees, Universal Service Fund fees, and E911 fees, where and as applicable, are subject to change from time to time and such changes are applicable to ALL Customers regardless of a Minimum Commitment Contract.
    2. **Billing Increments.** All billing policies are defined by the specific package the customer chooses. Please refer to the Web site for exact billing policies.
    3. **Taxes.** Customer is responsible for, and shall pay are any applicable federal, state, municipal, local or other governmental sales, use, excise, Universal Service Fees, value-added, personal property, public utility and

other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of Customer's subscription or use or payment for the Services or a Device. Such amounts are in addition to payment for the Services or Device and will be billed to you. If Customer is exempt from payment of such taxes, you will provide Nextiva with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Nextiva receives such certificate.

4. **Activation Fee.** One-time activation fees and any other installation fees that may apply are specified on the Web site and vary by product and plan chosen.
5. **Regulatory Recovery and e911 Fee.** A Regulatory Recovery Fee and e911 Fee shall be charged monthly for certain Services to offset costs incurred by Nextiva in complying with inquiries and obligations imposed by federal, state and municipal regulatory bodies/governments and the related legal and billing expenses and in providing e911 services. These fees are not taxes or charges required or assessed by any government and are in addition to such taxes and charges. The Regulatory Recovery Fee and e911 Fee may apply to every phone number assigned, including toll free and virtual numbers.
6. **Reinstatement Fee.** Reinstating any service deactivated for non-payment of fees shall result in a reinstatement fee up to $25.
7. **Returned Check Fee.** Nextiva may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a check, draft, or other payment.

10. **BILLING AND PAYMENT.**

1. **Billing; Free Trials.** We will charge you in advance for each term of service. If you have selected a free trial offering, we will commence charging you for those Services at the expiration of the free trial period, unless you terminate the free trial offering prior to the expiration of the trial period. If not terminated prior to the end of the trial period, these Services

will be added to your account for the remainder of your term, and any subsequent removal of the Services will be subject to Nextiva's Cancellation Policy, as well as any and all applicable early termination fees. In the event that you do terminate a free trial offering prior to the expiration of the trial period, Nextiva may, without prior notice to you, immediately terminate your access to the free trial offering. Any failure by Nextiva to immediately terminate your access to the free trial offering shall not be considered a waiver of the right to do so later. You further agree that you will not access or attempt to gain access to any free trial offering after the termination of your free trial period.

1. When you subscribe to that Services, you must give us a valid email address and a payment method that we accept. We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. Except for usage-based charges, we will bill in advance to your payment method all charges, fees, taxes, and surcharges for each service term. Fees may also include activation fees, porting fees, early termination fees ("ETF"), reinstatement fees, and returned check fees. We reserve the right to charge all fees to your payment method. We will bill monthly as due immediately usage-based charges and any other charges which we decide to bill as due immediately. Bills will be posted to the customer portal and emailed to the email address on record. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest rate allowed by law. Nextiva's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit,

or prejudice in any way Nextiva's rights to collect any amount due. Nextiva may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

2. **Payment.** When you subscribe to the Services, you authorize us to collect from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method.
3. **Collection.** If we disconnect the Services, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account for any reason, including but not limited to, interest and charges due to insufficient credit.
4. **Notices.** You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days' advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing from time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.
5. **Billing Disputes.** You must notify Nextiva in writing within seven (7) days after receiving your credit card statement or from the time funds are debited from your bank account if you dispute any Nextiva charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: billing@nextiva.com. Nextiva will charge a late fee as described in Section 10.1 for a disputed amount if (1) it was not paid by the due date and (2) Nextiva determines that you disputed the charge in bad faith.

6. **Prepaid Services.** All prepaid fees being provided to you as described in any quote or order form and other payments by you under this Agreement are non-refundable and non-creditable.

11. **PRICING AND PAYMENT.**
    1. **Prices and Fees.** Nextiva fees and charges for the Services are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay the applicable one-time and recurring charges. You further agree that any taxes and other charges, including but not limited to, account setup fees, Adapter fees, Device charges, shipping and handling and other nonrecurring charges will be charged to your payment method on file. Recurring charges will be billed and automatically charged to your payment method on file on the first day of every billing cycle. Your billing cycle will begin on the anniversary date of your subscription date as defined in section 7.1.
    2. **YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD (IF APPLICABLE) FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT.** If you are paying with a credit card, you agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. If your issuing bank automatically provides us with an updated credit card, you agree that we may charge this new credit card for all amounts due to us without additional notice or consent. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable). If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to use the Services until your account is paid in full.
    3. **Credit Balance Account.** Your credit balance account has been established to cover incidental charges on your account that are not covered by your subscription fee. For example, international calls, toll free charges, Directory Assistance calls and taxes related to these calls are

automatically charged to your credit balance account. A certain credit limit will be set on your account based upon your service plan and credit history. When the balance of your credit account reaches the credit limit, your account will be unable to make additional calls until the balance is paid down. You can make payments to reduce your credit balance account at any time by contacting our Customer Care Department at 1-800-983-4289 or by email to support@nextiva.com. Any credit balance used as of your subscription renewal or monthly anniversary date will be charged to the payment method on file.

4. **Credit Terms.** All Services provided to You and covered by the Agreement shall at all times be subject to credit approval or review by Nextiva. You will provide such credit information or assurance as is requested by Nextiva at any time. Nextiva, in its sole discretion and judgment, may discontinue credit at any time without notice or require a deposit.
5. **Discontinuation of Services for Nonpayment.** The Services to you may be denied or discontinued without notice at any time in the event you fail to make payment, your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide Nextiva your payment method, including credit card information if applicable. If the payment method is not resolved within 48 hours, Nextiva will deactivate the Services. If your new payment method is approved within 24 hours, your calling plan and billing cycle will remain unchanged. We reserve the right to modify the per minute calling plan at any time. You agree to pay all charges owed to Nextiva, including but not limited to the reinstatement fee for reactivated services. In the event Nextiva utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us

for all expenses incurred to recover such monies, including attorneys' fees.

6. **Promotions and Discounts.** Nextiva may limit the number of promotions and/or discounts you may be eligible for in a given period. Promotions and discounts may be cancelled or modified, and discounts may be reduced or eliminated, by Nextiva at any time, with or without notice (except with respect to base service pricing for contracted quantities during the initial term of a Minimum Commitment Contract).
7. **Cancellation Policy.** Nextiva cancellation policies are outlined in the Cancellation Policy posted at our Web site at https://www.nextiva.com/legal.html?doc=10 and are incorporated into this policy with this reference. All cancellation requests must be submitted in the form of an email ticket to service@nextiva.com or by calling our Customer Care Department at 1-800-983-4289 and must be made prior to the expiration of the Service term. See the cancellation policy for details. Changes to the Cancellation Policy may be made at any time without notice to you and is effective the day following posting to our Web site.

12. **Acceptable Use Policy.** You agree to comply with the Nextiva Acceptable Use Policy (“AUP”), which is posted on our Web site at https://www.nextiva.com/legal.html?doc=09 and is incorporated into this policy with this reference. Changes to the AUP may be made at any time without notice to you and is effective the day following posting to our Web site.
13. **MANAGEMENT OF YOUR DATA AND COMPUTER.**
    1. **System Management and Service Performance.** You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment, including your computer, fax, telephone and software (as necessary), including any necessary system or software upgrades, patches or other fixes which are or may become necessary to access the Services and to operate your computer. Nextiva will only provide technical assistance with respect to your Nextiva-provided Adapters and other Devices.

2. **Monitoring of Network Performance.** Nextiva automatically measures and monitors network performance. We also will access and record information about your computer's profile and settings and the installation of the Software in order to provide customized technical support. No adjustments to your computer settings will be made without your permission. You hereby consent to Nextiva's monitoring of your Internet connection and network performance, and the access to and adjustment of your computer settings, as set forth above, as they relate to the Services.
3. **Storage of User Information.** Nextiva is not obligated to store your communications logs, voicemails, faxes, e-mails, messages and/or other data and does so only as a convenience to you. You agree that Nextiva has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications or data maintained or transmitted by the Services. You acknowledge and agree that Nextiva may establish limits as to the size of communications and/or data that Nextiva transmits or stores and the duration for which Nextiva stores any communications and/or data.

14. **LIMITATION ON WARRANTIES, REMEDIES AND LIABILITY, INDEMNIFICATION.**
    1. **WARRANTIES.**
        1. NEXTIVA MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES OR DEVICE OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NEXTIVADOES NOT WARRANT THAT THE SERVICES OR DEVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION.

NEXTIVA DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICES AND DEVICE “AS IS” AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST NEXTIVA TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

2. WE WILL NOT GIVE YOU CREDIT FOR ANY INTERRUPTION OF NEXTIVA SERVICES, INCLUDING INTERNATIONAL CALLING SERVICES.

2. **LIMITATION OF LIABILITY.**
    1. IN NO EVENT SHALL NEXTIVA BE LIABLE TO YOU, YOUR REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICES, THE USE OF OR INABILITY TO USE THE SERVICES, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICES, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS

AGREEMENT. NOR SHALL NEXTIVA BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICES, INCLUDING 911 DIALING, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO NEXTIVA OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND NEXTIVA'S CONTROL, INCLUDING WITHOUT LIMITATION THE FAILURE OF AN INCOMING OR OUTGOING COMMUNICATION, THE INABILITY OF COMMUNICATIONS TO BE CONNECTED OR COMPLETED, INCLUDING 911 DIALING, OR DEGRADATION OF VOICE QUALITY. NEXTIVA SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO NEXTIVA'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF NEXTIVA'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. NEXTIVA'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED, IN THE

AGGREGATE, THE SERVICE CHARGES ACTUALLY PAID BY YOU TO NEXTIVA FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR, WITH RESPECT TO CLAIMS RELATING TO THE FREE VERSION, ONE HUNDRED DOLLARS ($100.00). THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT NEXTIVA WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE NEXTIVA FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST NEXTIVA TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

15. **INDEMNIFICATION AND WAIVER OF CLAIMS.**

    1. **INDEMNIFICATION BY NEXTIVA.**

        1. Subject to any limitation of liability described in this Agreement including, without limitation in Section 14.2 of this Agreement, Nextiva agrees to indemnify, defend and hold you harmless at its expense any claim made or action brought or threatened against you based on an allegation that the Services infringe a patent, copyright, trade secret, or other intellectual proprietary right. Nextiva shall have control of the defense and shall pay any amount awarded either as damages or costs in any such action provided that you promptly notify Nextiva of the claim or action, and shall

give Nextiva the information and assistance it reasonably requests in defending and/or settling the action. Nextiva may, at its sole option and expense, negotiate a settlement or compromise of the claim or action, provided such settlement or compromise includes an unconditional release of you. In the event that a settlement is reached or an injunction is obtained, prohibiting use of the Services, Nextiva shall at its expense, procure for Customer the right to continue using the Services, or replace or modify it so that it is non-infringing provided that there is no material diminution in features, functionality or service level. If Nextiva determines that neither of the foregoing alternatives is reasonably available and if the use of the Services is enjoined you shall cease using the Services and return to Nextiva all copies, if any, of the Services or certify that they have been destroyed. In the event it is necessary to cease using the Services, Nextiva shall repay to you a pro rata portion of all license fees paid by Customer.

2. Exceptions to Indemnity. Nextiva shall have no obligation under its obligations of indemnification with respect to any proceeding or claim of infringement based upon the following: (i) unauthorized modification of the Services by you, or (ii) combination, operation, or use of the Services with equipment, software and/or services not furnished, authorized, or contemplated by Nextiva, or (iii) operation or use of the Services in a manner other than its intended purpose. Nextiva shall also not have any indemnification obligations for any claims alleging that a Device and/or Services resold by Nextiva infringe on a third-party's intellectual property rights.

2. **INDEMNIFICATION BY CUSTOMER.**
    1. YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICES AND/OR DEVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICES OR DEVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS

NEXTIVA AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NEXTIVA FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE, THE USE OF OR INABILITY TO USE THE SERVICES, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, THE INABILITY TO DIAL 911 OR E911 TO ACCESS EMERGENCY SERVICE PERSONNEL, THE INABILITY TO DIAL SECURITY, LAW ENFORCEMENT OR FIRE PREVENTION/ PROTECTION SERVICES OR SYSTEMS, THE DEVICE, THE USE OF AND/OR INABILITY TO USE THE DEVICE, THE INSTALLATION OF THE DEVICE, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. THIS SECTION SHALL SURVIVE THE AGREEMENT.

16. **CONTENT.** You are liable for all liability that may arise from the content you transmit to any person, whether or not you authorize it, using the Services or Device. You promise that you and anyone who uses the Services and all your and their content comply at all times with all laws, regulations, and written and electronic instructions for using the Services and the Device.
17. **MISCELLANEOUS LEGAL CONSIDERATIONS.**
    1. **Governing Law.** This Agreement and the relationship between you and Nextiva shall be governed by the laws of Arizona without regard to its conflict of law provisions. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of

Arizona and venue for any such claim shall be proper in the appropriate state or federal court located in Maricopa County, Arizona.

2. **No Waiver of Rights.** Our failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of the right or provision. Nextiva reserves all of its rights at law and equity to proceed against anyone who uses the Services or Device illegally or improperly. All determinations by Nextiva under this Agreement and exercise of its rights are made and done in our sole and absolute discretion.
3. **No Third-Party Beneficiaries.** If you are not a party to this Agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This Agreement does not create any other third-party beneficiary rights.
4. **Entire Agreement.** This Agreement, the Order, the applicable service description, the AUP, or any reference herein to the content of Nextiva's websites constitute the entire agreement between you and Nextiva and govern your use of the Services, superseding any prior agreements between you and Nextiva and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.
5. **Severability.** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. This invalidity or unenforceability will not invalidate or render unenforceable any other portion of this agreement.

18. **DISPUTE RESOLUTION AND BINDING ARBITRATION.**

1. It is important that you read this entire section carefully. This section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.
2. **Arbitration.** Nextiva and you agree to arbitrate any and all disputes and claims between you and Nextiva except with respect to claims for amounts owed for services rendered. Arbitration means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a

court. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: disputes and claims arising out of or relating to any aspect of the relationship between you and Nextiva, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the termination of this agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision. References to “Nextiva,” “us” and “you” include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the Services under this agreement or any prior agreements between you and Nextiva.

3. **Informal Resolution of Disputes.** Our Customer Care Department can resolve most customer concerns quickly and to the customer’s satisfaction. If you have a dispute or claim against us, you should first contact the Nextiva Customer Care Department at (800) 983-4289 and provide in detail, including documents or analysis supporting your position, the basis of your claim. Customer care shall be provided with 14 days in which to research and respond to your claim.. In the event your dispute or claim is not resolved to your satisfaction, you may seek to have that dispute or claim resolved as set forth below.
4. **Formal Notice of Disputes** A party who intends to seek arbitration must first send to the other party a written “Notice of Dispute” setting forth in detail, including submission of supporting documentation, the grounds of your dispute. The Notice of Dispute to Nextiva must be sent to Nextiva, attention “General Counsel,” by certified mail addressed to 9451 East Via de Ventura, Scottsdale, AZ 85256.

1. The Notice of Dispute must describe the nature and basis of the dispute or claim and set forth the specific relief sought. If you and Nextiva do not reach an agreement to resolve the dispute or claim within thirty (30) days after the Notice of Dispute is received, you or Nextiva may commence an arbitration proceeding. The amount of any settlement offer made by you or Nextiva shall be non-discoverable and shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Nextiva is entitled.

5. **Arbitrator and Arbitral Rules.** The arbitration shall be administered by the American Arbitration Association ("AAA"). You may contact the AAA by telephone at 1-800-778-7879, by email at AAAUniversity@adr.org, or by mail at 2415 E. Camelback Road, Suite 700, Phoenix, AZ 85016. The arbitration shall be governed by the AAA's Commercial Arbitration Rules then in effect (collectively, "AAA Rules"), as modified by this Agreement. The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.
6. **Waiver of Judge or Jury Trial.** You and Nextiva agree that, by entering into this agreement, you and Nextiva are waiving the right to a trial by judge or jury. Notwithstanding the foregoing, in the event that litigation is commenced as expressly permitted by this Agreement, you agree that the right to trial by jury only is waived.
7. **Waiver of Class Actions**. You and Nextiva agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Nextiva agree that you and Nextiva may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and Nextiva agree that, unless you and Nextiva agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a

representative or class proceeding. If this specific waiver of class actions provision, or any portion thereof, is found to be unenforceable, then the entirety of this dispute resolution and binding arbitration provision shall be null and void.

8. **Statute of Limitations.** You must present a claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to section 10 and 11 of the agreement), or you waive the right to pursue a claim based upon such event, facts, or dispute.
9. **Exceptions to Arbitration Agreement.** Notwithstanding the obligation to arbitrate and any other provisions to the contrary herein, you and we agree that with respect to claims for unpaid invoices: (a) we may take our dispute to small claims court, if the contained dispute qualifies for hearing by such court; (b) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; (c) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (d) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and (e) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of you or Nextiva, pending the completion of arbitration.
10. **Modification of Arbitration.** If Nextiva makes any substantive change to this arbitration provision, you may reject any such change and require Nextiva to adhere to the language in this provision.
11. **Venue/Jurisdiction.** All claims for Arbitration shall be submitted to and heard by the office of AAA located in Maricopa County, Arizona. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in Maricopa County, Arizona.

19. **PRIVACY.** Nextiva Services utilize, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Nextiva cannot guarantee that voice over IP communication is completely secure. You agree that Nextiva may access all features of your account and the Services to determine whether the Services are being used fraudulently and/or in violation of this Agreement, and for any other purposes. YOU AGREE THAT NEXTIVA SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Nextiva is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with Nextiva. Nextiva will not sell, rent, or lease your personally identifiable information to others except as required by law or to satisfy regulatory requirements. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Nextiva may disclose personally identifiable information. Please refer to our Privacy Policy for additional information.
20. **EXPORT COMPLIANCE.** You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that Customer shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Services or Device, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.
21. **RECORDING CONVERSATIONS.** Certain Nextiva Services provide a function that allows You to record individual telephone conversations. The laws regarding the notice, notification, and consent requirements for recording conversations vary from state to state. In some states, You are required to obtain consent from all parties to record a conversation. You are solely responsible for complying with all federal, state, and local laws in any relevant jurisdiction when using this feature. Nextiva expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release,

discharge, hold harmless, and fully indemnify Nextiva from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services. You agree that Nextiva, may at its sole discretion, record any call between Nextiva and You for Nextiva quality control purposes.

22. **ASSIGNMENT.** Nextiva may assign all or part of its rights or duties under the Agreement without notifying you. If we do that, we have no further obligation to you. You may not assign the Agreement or the Services or Device without our prior written agreement.
23. **SURVIVAL.** The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Services provided and any additional usage charges, shall survive the termination of the Agreement and the termination of the Service.
24. **CALEA.** Nextiva intends to fully comply with the Communications Assistance for Law Enforcement Act (“CALEA”). By using the Services, you hereby agree and consent to Nextiva’s right to monitor and otherwise disclose the nature and content of your communications if and as required by CALEA without any further notice to you.
25. **COMPENSATION PROGRAMS.** Nextiva markets its services through multiple sales channels, including through marketing partnerships, referral programs and sales representative relationships with third parties. We may pay compensation to such third parties in connection with your purchase of services from Nextiva.
26. **FORCE MAJEURE (EVENTS BEYOND NEXTIVA’S CONTROL).** Except for your payment obligations, each party shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties as may occur in spite of said party’s best efforts.

27. **SOFTWARE COPYRIGHT** Any software used by Nextiva to provide the Services and any software provided to you in conjunction with providing the Services are protected by copyright law and international treaty provisions. You may not copy the software or any portion of it. Furthermore, you may not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks provided to you as part of the Services.
28. **COPYRIGHT, TRADEMARK, AND INTELLECTUAL PROPERTY; COPYRIGHT INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE.** Our Website content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.
    1. The entire content included in this Website, including but not limited to text, design, graphics, interfaces, or code and the selection and arrangements thereof is copyrighted as a collective work under the United States and other copyright or intellectual property laws and is the property of, or used under license by, Nextiva.
    2. Nextiva's trademarks are always changing. Some of our trademarks include, but are not limited to:
    3. Nextiva®
       Nextiva Office®
       NextOS®
       CoSpace®
       xBert®
       Amazing Service®
       Simplifying Business Communication®
       SmartTopics®
       NextCon®
       BuildAmazing®
       NextIQ®

4. All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of and are proprietary to Nextiva, or other respective owners that have granted Nextiva the right and license to use such Marks.
5. Nothing in this website or your subscription to, or licensing of, any Nextiva products or services grant any right, title, proprietary or ownership interest in any Nextiva intellectual property Marks, copyrights, patents, trade secrets, or other intellectual property.

29. **LICENSE BY CUSTOMER TO USE FEEDBACK**
    1. Customer hereby grants to Nextiva a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Nextiva's Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the improvement, operation, or use of Customer's Services.
    2. Nextiva may identify you (by name and logo) as a Nextiva customer on our website and on other promotional materials. You hereby grant Nextiva an irrevocable, non-exclusive, royalty free license to utilize your name, trademark(s), trade name(s) and other intellectual property for this limited purpose and as otherwise agreed by you in writing.
30. **CUSTOMER DATA.** Nextiva does not own: (i) any data, information or material that Customer submits to Nextiva in the course of using the Services; or (ii) outputs which are specifically provided to Customer during the usual course of providing the Services except to the extent that such outputs incorporate Nextiva's Intellectual Property ("Customer Data"). Customer hereby grants to Nextiva a limited, non-exclusive, worldwide, royalty-free license to Customer Data for Nextiva to provide Services. Customer further agrees and authorizes Nextiva to use de-identified Customer Data for purposes of developing, optimizing and improving the Services. Customer, not Nextiva, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Nextiva shall not be responsible or liable for the deletion,

correction, destruction, damage, loss or failure to store any Customer Data. Upon termination of Customer's Services, Customer's right to access or use Customer Data immediately ceases, and Nextiva shall have no obligation to maintain or forward any Customer Data. At our sole discretion, Nextiva may retain Customer Data in accordance with Nextiva's data retention policies and our Privacy Policy.

31. **THIRD-PARTY INTEGRATIONS.** Certain Services may be capable of being integrated with third-party services (each, a "Third-Party Integration") that are not provided by Nextiva. By enabling or integrating the Services with a Third-Party Integration, Customer expressly authorizes Nextiva to share all Customer Data and any other information necessary to facilitate the Third-Party Integration. Customer further understands and agrees that: (i) Nextiva is not responsible for, nor does it make any representations regarding, any Third-Party Integrations; (ii) Nextiva is not responsible for any loss, misuse, or other claims related in any way to the Third-Party Integration, including, but not limited to, any claims, losses or damages arising out of or related to any transmittal of Customer Data or other information to the provider of the Third-Party Integration; (iii) the provider of the Third-Party Integration is not a subprocessor of Nextiva; (iv) Customer is responsible for ensuring that adequate safeguards are in place with the provider of the Third-Party Integration to ensure that Customer's interests are sufficiently protected; (v) under no circumstances shall Nextiva be liable to the Customer or any third-party for any loss, damage or claim arising out of or related in any way to the Third-Party Integration or the actions and/or omissions of the provider of the Third-Party Integration; and, (vi) Customer will indemnify, defend and hold Nextiva harmless from and against any claims arising out of the Third-Party Integration.

SERVICE-SPECIFIC TERMS

1. **SERVICE DESCRIPTION.** Nextiva UCaaS (VoIP) Services (as used herein, the "Services") consist of voice and related communication services, transmitted via broadband internet connection that can be used either in connection with Nextiva standalone software or, in some cases, using a telecommunications device. The features and functionalities constituting the Services include, but are not limited to, inbound and outbound voice services, SMS/MMS services, audio conference calling, voice call recording, voicemail, video meetings, and team chat.
2. **LOCAL NUMBER PORTABILITY.** In the event you are transferring an existing phone number that currently is subscribed to another carrier, the following terms and conditions apply:
    1. **Authorization.** You hereby authorize Nextiva to process your order for the Services and to notify your local service provider of your decision to switch your local services to Nextiva and to transfer your telephone number and represent that you are authorized to take these actions. You may be required to complete a letter of authorization, provide us with a copy of your most recent bill from your service provider, as well as provide us with any other information required by your service provider to port your number. Failure to provide any information requested by Nextiva or the third-party services provider will delay the porting of the number to Nextiva. You acknowledge that the porting of your numbers is dependent upon the cooperation of you and third parties not under the control of Nextiva. Nextiva shall not be responsible for any delay in the port of your number and will not provide credit for any such delays.
    2. **Activation.** You agree and acknowledge that you must install and activate your Device prior to the date that the number switch becomes effective. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.

3. **Limitation.** Nextiva has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.
4. **Unauthorized Port Outs.** You acknowledge and agree that telephone or facsimile numbers may be ported out from your Services or your account due to acts or omissions of third parties, and it may be difficult or impossible for Nextiva to: (i) prevent such port-outs: (ii) retrieve numbers ported-out of your account; or (iii) port such numbers back into your account. Nextiva has no responsibility or liability due to such port-outs.

3. **SERVICE DISTINCTIONS.** You acknowledge and understand that the Services are not a telephone service, and we provide it on a best-efforts basis. Important distinctions exist between telephone service and the enhanced Services offering provided by Nextiva. The Services are subject to different regulatory treatment than telephone. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond our control may affect our service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our Services.
    1. **Emergency Services – 911 Dialing.** You acknowledge and understand that NEXTIVA 911 dialing is different than traditional 911 service. See complete 911 disclosure posted on our Web site at https://www.nextiva.com/legal.html?doc=08. YOUR SERVICE WILL NOT BE ACTIVATED UNTIL NEXTIVA RECEIVES AN AFFIRMATIVE ACKNOWLEDGMENT THAT YOU HAVE READ AND UNDERSTOOD NEXTIVA'S 911 DISCLOSURE AGREEMENT.
    2. **E911 Address.** You must provide us with a valid address that is compatible with our e911 system. If you are unable to provide a valid address, or we are unable to confirm that the address provided is a valid address in our e911 system, then we won't be able to provide you with service and we reserve the right to terminate your account.

3. **Operator Assisted Calling.** No 0+ or Operator Assisted Calling; May Not Support X11 Calling. You acknowledge and understand that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial- around calls. Our Service may not support 311, 511, and other x11 services in one or more service areas.
4. **No Directory Listing.** The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.
5. **Non-Voice Equipment Limitations.** You acknowledge and understand that the Services are not compatible with all non-voice communications equipment, including but not limited to, some home and office security systems that are set up to make automatic phone calls, emergency phones in elevators, some aspects of satellite TV systems, digital entertainment systems, fax machines, modems and medical monitoring devices. By accepting this Agreement, you waive any claim you may have against Nextiva for interference with or disruption of such systems due to the Services.
6. **Use Outside of the United States.** As previously noted, there are limitations with the Services' access to 911. Nextiva's Services do not provide access to emergency services in any country outside of the United States. Nextiva disclaims any obligation to provide you with access to emergency services in any jurisdiction other than the United States.

4. **FEES AND CHARGES**
    1. **Usage Charges.** You will be responsible for all usage charges, including, but not limited to international calling and inbound toll-free charges. Depending on the service package you select, your Services may include a specific quantity of included inbound and outbound calling minutes, inbound toll-free minutes, and/or SMS/MMS message for use over a specific period of time. You understand and agree that any included usage expires, if unused, at the end of the applicable measurement period.

Unused usage does not roll over to the next period. Any usage charges (including excess usage charges) will be billed in arrears at Nextiva's then-current rates.

2. **Charges for Directory Calls (411).** We will charge you $1.25 for each call you make to Nextiva directory assistance.
3. **Charges for Calls from Public Payphones.** We reserve the right to charge you for any tolls or fees resulting from calls you receive from public payphones.
4. **Toll-Free Calling.** Where your package includes inbound toll-free minutes, such usage is limited to receiving calls originating in the United States of America. Any permitted usage expires at the end of the applicable usage period and does not rollover to future usage periods. Toll-free usage originating outside of the United States of America will be permitted only with Nextiva's prior written approval and invoiced at the then-current rates therefor.

Last Updated: July 23, 2024

NEXTIVA DIGITAL CUSTOMER ENGAGEMENT

SERVICE-SPECIFIC TERMS

1. **SERVICE DESCRIPTION.** Nextiva Digital Customer Engagement Services (as used herein, the "Services") consist of social media and reputation management services that allow you to interact with your customers in real time and through social media. The features and functionalities constituting the Services include, but are not limited to, live chat, social media and messaging platform

integrations, social media management, review management, and email services.

2. **AUTHORIZATIONS AND CREDENTIALS; THIRD-PARTY TERMS AND CONDITIONS.** You must provide to and maintain with Nextiva current login and access credentials, tokens and/or other means of authorization for your applicable social media and related accounts. You understand and agree that the failure to provide and maintain accurate and current information with Nextiva may result in disruptions to the Services. Nextiva makes no representations or warranties regarding or related in any way to any third-party social media channel or related account or site that you link with or connects to the Services, including, but not limited to, the uptime, availability and/or interoperability of such media channel, account, or site with the Services. You agree to comply, at all times, with any and all terms and conditions applicable to social media channels or other accounts or sites that you connect to or links through the Services. You shall further indemnify Nextiva for, and hold Nextiva harmless from, any claims, damages or expenses resulting from Customer's use of the Services in violation of the terms and conditions applicable to any connected or linked social media channel or account.
3. **CONTENT TRANSMITTED THROUGH THE SERVICES.** You acknowledge and agree that Nextiva exercises no control over the content of the information passing through any social media channel, account or other site that you link with or connect to the Services (the “Customer Content”) and that it is your sole responsibility to ensure that the information you and your users transmit and receive complies with all applicable laws and regulations. You agree to indemnify Nextiva for, and hold Nextiva harmless from, any claims, damages or expenses resulting from a claim or allegation that the Customer Content violates any law and/or regulation, and/or infringes any third-party intellectual property right(s).
4. **USAGE CHARGES.** Certain features and functionalities included with the Services shall incur usage-based charges. These charges will be billed in arrears at the then-current rate.

Last Updated: July 23, 2024

NEXTIVA CCaaS

SERVICE-SPECIFIC TERMS

1. **SERVICE DESCRIPTION.** Nextiva's Contact Center services (as used herein, the "Services") consist of an AI-powered contact center platform and related features and functionalities, including, but not limited to, Advanced IVR, intelligent virtual assistant, intelligent and skills-based routing, transcription and summarization services, a web-based agent voice and digital platform, and related analytics and reporting.
2. **LICENSE TYPES.** Nextiva may make the Services available under either a Named User License or a Concurrent User License.
    1. **Named User License.** A Named User License allows access to the Services to a specifically identified and designated individual user (a "Named User") up to the contracted quantity of Authorized Users. Group or shared logins are strictly prohibited. You may not reassign a Named User License to another individual without Nextiva's prior written approval.
    2. **Concurrent User License.** Concurrent User Licenses allow access to the Services to a specific number of concurrent users ("Concurrent Users") at the same time up to the contracted quantity of Concurrent Users. This license shall only be used by one individual user at a time but is not for a specific named user.
3. **BURST, OVERAGE, AND USAGE CHARGES.** Nextiva may allow you to add services, features and/or functionalities above and beyond your contracted quantities and to allow access to the Services to Named Users and/or Concurrent Users above and beyond your contracted quantities. You understand and agree that you shall be obligated to pay burst, overage and usage charges regarding or related to the Services, including, but not limited to, excess user charges (above the contracted quantities), cloud-based data storage overages, directory assistance charges, SMS/MMS charges, local and long distance

charges, toll free charges, international calling charges, as well as any taxes, fees or surcharges assessed on any such charges.

1. **Excess Users.** If, during any billing month, your actual number of Named Users and/or Concurrent Users exceeds the contracted level of such users, or if the Services are accessed by someone that is not a Named User (where you have Named User Licenses), you agree to either: a) be invoiced the then-current retail price for any excess users that utilized the Services during the billing month, or b) place a co-terminus add-on order in the amount of such excess usage. For purposes of clarity, you shall be invoiced in arrears for the entire billing month for any excess users at the then-current regular retail pricing irrespective of the number of days the excess users accessed the Services during the applicable billing period.
2. **Additional Features and Functionalities.** If, during any billing month, you enable or utilizes any service, feature and/or functionality in excess of the contracted services, features and/or functionalities, and the quantities thereof, you also agree to either: a) be invoiced the full retail price for any excess services, features and/or functionalities utilized during the billing month, or b) place a co-terminus add-on order in the amount of such excess usage. You shall be invoiced in arrears for the entire billing month for any such excess usage at the then-current regular retail pricing irrespective of the number of days said service(s), feature(s), and/or functionality(ies) were actually used during the applicable billing period.
3. **Usage Charges.** You will be charged usage for calls placed and received and SMS/MMC messages sent and received using the Services. Monthly SMS/MMS charges, local and long distance, international call charges, toll-free charges, as well as usage, burst and any other overage charges, will be charged at the then-current rates and will be exhibited on the next month’s billing cycle invoice.

4. **LOCAL NUMBER PORTABILITY.** In the event you are transferring an existing phone number that currently is subscribed to another carrier, the following terms and conditions apply:

1. **Authorization.** You hereby authorize Nextiva to process your order for the Services and to notify your local service provider of your decision to switch your local services to Nextiva and to transfer your telephone number and represent that you are authorized to take these actions. You may be required to complete a letter of authorization, provide us with a copy of your most recent bill from your service provider, as well as provide us with any other information required by your service provider to port your number. Failure to provide any information requested by Nextiva or the third-party services provider will delay the porting of the number to Nextiva. You acknowledge that the porting of your numbers is dependent upon the cooperation of you and third parties not under the control of Nextiva. Nextiva shall not be responsible for any delay in the port of your number and will not provide credit for any such delays.
2. **Activation.** You agree and acknowledge that you must install and activate your Device prior to the date that the number switch becomes effective. You will be assigned a temporary telephone number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.
3. **Limitation.** Nextiva has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.
4. **Unauthorized Port Outs.** You acknowledge and agree that telephone or facsimile numbers may be ported out from your Services or your account due to acts or omissions of third parties, and it may be difficult or impossible for Nextiva to: (i) prevent such port-outs: (ii) retrieve numbers ported-out of your account; or (iii) port such numbers back into your account. Nextiva has no responsibility or liability due to such port-outs.

5. **SERVICE DISTINCTIONS.** You acknowledge and understand that the Services are not a telephone service, and we provide it on a best-efforts basis. Important distinctions exist between telephone service and the enhanced Service offering provided by Nextiva. The Services are subject to different regulatory treatment than telephone. This treatment may limit or otherwise affect your rights of redress

before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond our control may affect our service, such as power outages, fluctuations in the internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to our Services.

1. **NO 911 SERVICES. YOU UNDERSTAND AND AGREE THAT 911 AND EMERGENCY CALLS AND MESSAGES MAY NOT BE PLACED OR SENT UTILIZING THE SERVICES OR FROM WITHIN THE NEXTIVA CONTACT CENTER PLATFORM. YOU AGREE THAT YOU WILL OBTAIN AN ALTERNATIVE MEANS OF EMERGENCY AND 911 CALLING AND MESSAGING. YOU FURTHER AGREE TO PROVIDE NOTICE TO ALL USERS OF THE SERVICES OF (A) THE UNAVAILABILITY OF 911 AND EMERGENCY CALLING AND MESSAGING FEATURES IN THE SERVICES AND CONTACT CENTER PLATFORM; AND, (B) THE AVAILABILITY OF ALTERNATE METHODS FOR 911 AND EMERGENCY CALLING AND MESSAGING.**
2. **Operator Assisted Calling.** No 0+ or Operator Assisted Calling; May Not Support X11 Calling. You acknowledge and understand that the Service does not support 0+ or operator assisted calling, including, without limitation, collect calls, third party billing calls, 900, calling card calls or dial- around calls. Our Service may not support 311, 511, and other x11 services in one or more service areas.
3. **No Directory Listing.** The phone numbers you get from us will not be listed in any telephone directories. However, any phone numbers you transfer from your local phone company may be listed.
4. **Use Outside of the United States.** Nextiva's Services do not provide access to emergency services in any country.

6. **FEES AND CHARGES**
    1. **Charges for Directory Calls (411).** We will charge you $1.25 for each call you make to Nextiva directory assistance.

2. **Charges for Calls from Public Payphones.** We reserve the right to charge you for any tolls or fees resulting from calls you receive from public payphones.

Last Updated: July 23, 2024

NEXTIVA VFAX

SERVICE-SPECIFIC TERMS

1. **SERVICE DESCRIPTION.** Nextiva vFax Services (as used herein, the "Services") allow you to send faxes through either Nextiva's vFax Portal using your email address or via a traditional fax machine using a Nextiva Fax Bridge device.
2. **PORTABILITY.** In the event you desire to use a fax number you already own with the Services, you will be required to port your number to our location. The procedure for porting your fax number along with the documents that must be completed will be emailed to you after your order is completed.
    1. You hereby authorize Nextiva to process your order for the Services and to notify your local service provider of your decision to switch your local services to Nextiva and to transfer your fax number and represent that you are authorized to take these actions. You may be required to complete a letter of authorization, provide us with a copy of your most recent bill from your service provider, as well as provide us with any other information required by your service provider to port your number. Failure to provide any information requested by Nextiva or the third-party services provider will delay the porting of the number to Nextiva. You acknowledge that the porting of your numbers is dependent upon the cooperation of you and third parties not under the control of Nextiva. Nextiva shall not be

responsible for any delay in the port of your number and will not provide credit for any such delays.

2. You agree and acknowledge that you must install and activate your Device prior to the date that the number switch becomes effective. You will be assigned a temporary fax number until your transfer is completed. You may place and receive calls using this temporary number until such time as your phone number is transferred.
3. Nextiva has the right to refuse to import a number if, in its sole discretion, it does not have the infrastructure to support the number.
4. Unauthorized Port Outs. You acknowledge and agree that telephone or facsimile numbers may be ported out from your Services or your account due to acts or omissions of third parties, and it may be difficult or impossible for Nextiva to: (i) prevent such port-outs: (ii) retrieve numbers ported-out of your account; or (iii) port such numbers back into your account. Nextiva has no responsibility or liability due to such port-outs.

3. **SERVICE DISTINCTIONS.** You acknowledge and understand that the Services we are providing are not a telephone service, and we provide it on a best-efforts basis. Important distinctions exist between telephone service and the facsimile Services offering provided by Nextiva. The Services are subject to different regulatory treatment than telephone service. This treatment may limit or otherwise affect your rights of redress before Federal and State telecommunications regulatory agencies or judicial forums. Events beyond our control may affect our service, such as power outages, fluctuations in the Internet, your underlying ISP or broadband service, or maintenance. We will act in good faith to minimize disruptions to your use of and access to the Service.
    1. **EMERGENCY SERVICES 911 DIALING. YOU ACKNOWLEDGE AND UNDERSTAND THAT THE NEXTIVA FAX SERVICE IS FOR DATA TRANSMISSION ONLY AND EMERGENCY DIALING TO 911 IS NOT CAPABLE WITH THE SERVICES.**
    2. **Certain Broadband, Cable Modem, and Other Services.** There may also be other services with which our Services may be incompatible.

Some providers of broadband service may provide modems that prevent the transmission of communications using our Services. We do not warrant that our Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of our Services with any particular broadband service.

4. **FEES AND CHARGES**
    1. **Usage Charges.** Depending on the service package you select, your Services may include a specific number of faxes for use over a specific period of time. You understand and agree that any usage expires if unused at the end of the applicable measurement period. Unused usage does not roll over to the next period. Any excess usage will be billed in arrears at Nextiva's then-current rates.

Last Updated: July 23, 2024

Five9 Contact Center

Terms & Conditions

Customers who subscribe to the Five9 Contact Center product also agree to these terms as passed from Five9, Inc. (as the provider of the product) to Nextiva to Customer:

1. **SERVICES.** "Services" means Five9's cloud-based virtual contact center and related services (e.g., subscriptions, professional services and/or telecommunication services) that Customer orders from the Reseller.
2. **SUSPENSION AND TERMINATION BY FIVE9.**
    1. **Termination for Breach.** Five9 may terminate Customer's access to the Services upon thirty (30) days' written notice in the event of a material

breach of these Required Terms by Customer, provided that such breach remains uncured at the expiration of such thirty (30) days.

2. **Termination for Bankruptcy.** Additionally, either party may terminate these Required Terms if the other party becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated bankrupt, has a receiver appointed for the operation of its business, makes an assignment for the benefit of creditors, abandons its business or makes a material liquidation of its assets.
3. **Suspension or Termination by Five9.** Five9 may immediately suspend Customer's access to the Services if Five9 has a good faith belief that Customer is using the Services as follows: (i) in violation of applicable laws and/or government regulations; or (ii) in a manner that is compromising the security or operability of the Services. If it is confirmed that Customer is using the Services as described in (i) above, Five9, in its sole discretion, may immediately terminate the Services without providing Customer an opportunity to cure and with respect to (ii), Five9 will notify Customer in writing and provide a reasonable time to cure prior to termination. Resumption of Customer's account following suspension or termination by Five9 is subject to the sole discretion of Five9. Customer's resumption of access to the Services following a suspension or termination by Five9 for the reasons cited in this section will not extend the then-current term, nor result in an extension of the period covered by the prepaid Service Fees or credit or refund.
4. **Effect of Termination.** Upon termination of Customer's access to the Services, all rights granted hereunder shall immediately terminate and Customer shall have no right to continue to access or use the Services, and Customer shall, at the written request of Five9, destroy or return all Confidential Information (as defined below) of Five9 in its possession or control.

3. **ACCESS CONTROLS AND USE RESTRICTIONS.**

1. **Access Controls.** Customer has sole responsibility and control over access to the domain, account, and/or password(s), including, (i) its use of Customer Data (defined below) with the Services and its users' compliance with these Required Terms; (ii) the accuracy, quality, and means by which Customer acquired the Customer Data; (iii) using the Services in accordance with these Required Terms; (iv) responsibility for all authorized and unauthorized access, use, activities, calls and charges associated with the domain, account and/or password(s) resulting from use or provisioning of access to the Services by Customer and its users whose access to the Services is provided by Customer; (v) providing notice to and obtaining required consents regarding the collection, processing, transfer, and storage of information from individuals or entities whose information is included in Customer Data through Customer's use of the Services; and (vi) obtaining and maintaining the performance of the internet connectivity related to its use of the Services under these Required Terms.
2. **Use Restrictions.** Customer shall not (i) license, sublicense, sell, resell, transfer, assign, or distribute the Services; (ii) reverse engineer, decompile, disassemble, modify, or translate the Services or make derivative works based upon the Services; (iii) use the Services for any purpose other than to support its internal call center or business process outsourcing. Customer may store its customers' telephone numbers in the Five9 Virtual Contact Center ("**VCC**"). Customer understands and agrees that any other storage usage in the VCC (e.g., storage of call recordings, email, chat, or SMS transcripts) is strictly prohibited unless Customer orders the appropriate Five9 encryption Services under an applicable Service Order. Notwithstanding anything to the contrary, Customer may not store designated record sets (as defined by the Health Insurance Portability and Accountability Act) in the VCC.

4. **CONFIDENTIAL INFORMATION.**

1. Customer shall hold Five9's Confidential Information (defined below) in strict confidence while Customer has access to the Services. Customer shall not (i) disclose Five9's Confidential Information to any third party (excluding affiliates and/or subcontractors who have a need to know and are bound by terms of confidentiality no less restrictive than those hereunder) unless, and only to the minimum extent required by law or to satisfy governmental regulatory requirements (in which case Customer shall notify Five9 in writing, if legally permitted, of its intent to make such disclosure so that Five9 may seek protective treatment); or (ii) use Five9's Confidential Information for any purpose beyond the scope of these Required Terms other than with the express prior written consent of Five9. Except as otherwise stated in these Required Terms, Customer further agrees that Five9 may disclose Confidential Information of Customer to Five9's service providers for compliance with law or to satisfy governmental regulatory requirements (in which case Five9 shall notify Customer, if legally permitted, of its intent to make such disclosure). **"Confidential Information"** means all non-public proprietary and/or confidential information of the disclosing party marked as confidential or information which by its nature should reasonably be considered confidential, including, but not limited to, the business, technical or financial activities of a party, its agents, and subcontractors, made available to the other party under or as a result of these Required Terms.
2. Customer's obligations pertaining to Confidential Information shall not apply to information that the Customer can document: (i) is or becomes part of the public domain through no act or omission of the receiving party, (ii) was in Customer's lawful possession prior to the disclosure, (iii) is lawfully disclosed to Customer by a third party without restriction on disclosure, or (iv) is independently developed by Customer without access to or use of the disclosing party's Confidential Information.

5. **PROPRIETARY RIGHTS.** The Services, Five9 products and solutions, and Proprietary Materials (defined below) of Five9 are owned exclusively by Five9

and its licensors including, without limitation, any modifications, customizations, derivative works, performance data, machine learning algorithms, and aggregated results of such machine learning, and are protected by intellectual property laws and international intellectual property treaties. Subject to the limited rights expressly granted in these Required Terms, nothing in these Required Terms shall convey, transfer, or assign any right, title, or interest in either party's Proprietary Materials to the other party. **"Proprietary Materials"** means all patents, copyrights, design rights, trademarks, service marks, trade secrets and other worldwide intellectual property or proprietary rights owned by a party and the software, schematics, diagrams, information, and other tangible embodiments, if any, relating thereto.

6. **DATA USE AND RETENTION.**
    1. **“Customer Data”** means Customer’s data and information provided by Customer via the Services to Five9 and processed by Five9. Customer retains all ownership of its Customer Data and instructs and grants Five9 a worldwide right to use Customer Data to (i) host, copy, access, transmit, and display Customer Data, each as appropriate for Five9 to provide and ensure proper operation and administration of the Services in accordance with these Required Terms, and (ii) develop, optimize, and improve the Services. If Customer does not wish for Five9 to use its Customer Data as set forth in Section 6.a.(ii) herein, Customer shall opt out at https://www.five9.com/legal/optout, which, upon completion, will render Section 6.a.(ii) as inapplicable to the extent of such opt out. For clarity, Customer may not opt out of Section 6.a(i) herein. Five9 shall manage Customer Data according with Five9’s data retention practices as set forth at https://www.five9.com/legal/dataretention
    2. Five9 retains all ownership of AI Features and AI Optimization Data, including any associated documentation, algorithms, machine learning models, tools, modifications, improvements, adaptations, annotations, or derivative works thereof. **“AI Features”** means any AI functionality included or provided with the Services. **“AI Optimization Data”** is any

performance data or metrics, aggregated information, learnings, or processes included in or developed by or via the use of AI Features.

3. Customer acknowledges that certain aspects of the AI Features may utilize third party service providers, and Five9 may share Customer Data with such service providers so that they may use Customer Data for the purposes described in Section 6.a.(i) above. Such service providers may host or process the Customer Data in different locations than the other Five9 Services, including outside of the United States depending on the service providers utilized by Customer. Customer hereby authorizes and consents to such hosting or processing.
4. The technology used to provide the AI Features allows Five9 to identify Customer to Google upon Google's request. When Google makes such a request, Customer acknowledges that Five9 must (i) provide Customer's name to Google, and (ii) receive Google's written consent for Customer to access the AI Features. In the event that such consent is not received, Five9 will notify Customer, and the corresponding Service Order(s) will automatically terminate, without penalty, with respect to the AI Features only.
5. Use of AI Features utilizing technology from Google requires that Customer complies with Google's acceptable use policy (currently available at https://cloud.google.com/terms/aup). Customer will immediately remedy any alleged non-conformance with such acceptable use policy upon receipt of notice of the same from Five9. Customer acknowledges that failure to comply with such acceptable use policy may result in Customer's suspension from the relevant AI Features and/or termination of any Service Orders related to the same.

7. **CALL RELATED COMPLIANCE.**
    1. **"Do Not Call" Compliance.** If Customer is advised by any party that it does not wish to receive communications from Customer via the Services, Customer agrees, to the extent required by applicable laws or Customer's policies, to promptly honor such do-not-contact requests, including where

possible by adding the party to its internal do not call list, and thereafter refrain from calling that party. Customer is solely responsible for obtaining any required consent of or a release from persons or entities to whom or to which Customer intends to send communications using the Services. Customer agrees to contact only those persons who Customer is legally permitted to contact and only in the manner permitted under applicable law.

2. **Call Recordings.** Customer acknowledges and understands that, if it subscribes to and uses call recording features of the Services, (i) recordings and transcripts of such calls are Customer Data, and (ii) calls will be recorded at all times, including when a call is placed on hold or after a call is transferred to another party. Customer agrees that when using the call recording features, it will comply with all notice, consent, and privacy requirements pursuant to any applicable laws.

8. **EXPORT CONTROLS.** All Services provided under these Required Terms are subject to U.S. export control laws and regulations and may be subject to export or import requirements in other countries. Customer acknowledges its obligation under and agrees to comply strictly, at its own expense, with all such laws and regulations, including without limitation the U.S. Export Administration Regulations. Customer shall not directly or indirectly export or reexport Services without the express written permission of Five9 and, when necessary, a U.S. government license. In particular, Customer agrees that it will not directly or indirectly export, or reexport the Services to countries or regions subject to U.S. economic sanctions (e.g., Cuba, Crimea, Iran, North Korea, Sudan, and Syria). Customer represents and warrants that: (i) the Services are not to be used for any prohibited end-use, including without limitation, use in rocket, missile or unmanned-aerial vehicle systems, chemical or biological weapons proliferation, any nuclear activities, or military use; and (ii) the Services are not destined for any prohibited end-user, including without limitation a military end-user, or an individual or entity identified on the U.S. List of Specially Designated Nationals

and Blocked Parties, Denied Persons List, Entity List or similar U.S. government lists.

9. **INTEGRATIONS AND INTEROPERABILITY.** The Services may contain features designed to interoperate with non-Five9 Services (**"Non-Five9 Services"**). Customer is solely responsible for the use of such Non-Five9 Services and any data loss or other losses it may suffer as a result of using any such Non-Five9 Services, and Customer shall ensure that its use of any such integration or interoperability complies with the terms of use of those Non-Five9 Services. Five9 makes no warranty or guarantee with regards to any Non-Five9 Services, any interoperation between the Services and any Non-Five9 Services, or the continued availability of such features, and may cease providing such features for any reason without incurring fault or liability, for example and without limitation, if the provider of the Non-Five9 Services ceases to make the Non-Five9 Services available for interoperation with the Services. Any cessation of such features will not entitle Customer to any refund of Service fees or other compensation.
10. **WARRANTY.**
    1. **Representations and Warranties.** Customer represents and warrants that (i) it has the corporate power and authority to enter into and perform its obligations under these Required Terms; and (ii) it will comply with all applicable laws in performing its obligations under these Required Terms.
    2. **Warranty Disclaimer.** EXCEPT AS OTHERWISE SET FORTH HEREIN, FIVE9 PROVIDES THE SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIVE9 DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, WILL MEET ANY OR ALL OF CUSTOMER'S BUSINESS REQUIREMENTS, OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES FIVE9 MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES. FIVE9 MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A

PARTICULAR PURPOSE IN RELATION TO THE SERVICES. Customer understands that the Services may be inaccessible or inoperable due to scheduled periodic maintenance and upgrades or for reasons beyond Five9's reasonable control including, but not limited to, (i) Customer equipment or network malfunctions; or (ii) service interruptions caused by independent telecommunications providers that provide voice and data connectivity to Five9's or Customer's data centers.

11. **LIMITATION OF LIABILITY AND DAMAGES.** IN NO EVENT SHALL FIVE9 BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSSES OR COSTS, ARISING OUT OF OR RELATING TO THESE REQUIRED TERMS. ADDITIONALLY, FIVE9 SHALL NOT BE LIABLE FOR ANY CLAIMS RELATING TO: (i) LOSS OR CORRUPTION OF DATA; (ii) INABILITY TO ACCESS THE SERVICES; (iii) PERFORMANCE-RELATED DELAYS; (iv) COMPUTER VIRUSES; (v) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; AND (vi) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND A PARTY'S CONTROL.

    IN NO EVENT SHALL FIVE9'S LIABILITY UNDER THESE REQUIRED TERMS EXCEED THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER FOR THE FIVE9 SERVICES GOVERNED BY THESE REQUIRED TERMS IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY. THIS LIMITATION OF LIABILITY IS IN THE AGGREGATE AND NOT PER INCIDENT.

12. **EMERGENCY SERVICES TERMS.**
    1. **Emergency Services Not Provided for Non-United States and Non-Canada Domains.** Customer fully understands and acknowledges that the Services do not support access to emergency organizations for non-United States and non-Canada domains, and Five9 makes no representation or warranty that the Services are capable of the same. For non-United States and non-Canada domains, Customer shall ensure at all times it has provided to it separate or alternative electronic

communications services which do provide access to emergency organizations using standard emergency call numbers.

2. **Emergency Services for United States and Canada Domains.**
    1. **Customer e911 Responsibilities and Limitations.** Customer understands that to the extent any e911 services are offered as part of the Services for United States domains (**"e911 Services"**), such e911 Services will not function or will not function properly: (A) if an end-user attempts a 9-1-1 call from a location different from the end-user's then-current address provided to Five9's e911 service provider by Customer; (B) during any disruption of power at Customer's location; (C) during any disruption of internet connectivity to Customer's location; (D) during any period in which Five9, Five9's e911 provider, or Customer's local exchange carrier has cancelled or suspended delivery of services to Customer for any reason (including suspension or cancellation for failure to pay or Customer's default); (E) during any period of e911 outage or failure due to events beyond Five9's or its service provider's reasonable control; (F) if incorrect or invalid end-user address information is provided or is not updated accurately; or (G) if Customer equipment fails to function, is not properly configured, or is defective.
    2. **Public Safety Answering Point.** Five9's e911 service provider uses commercially reasonable efforts to deliver every 9-1-1 call with the enhanced location data provided by Customer to the appropriate Public Safety Answering Point (**"PSAP"**). There are limitations placed upon Five9's e911 service provider by the PSAPs. Each of the approximately 6,000 PSAPs must individually agree to accept a 9-1-1 call with a VoIP type service. Customer acknowledges that PSAPs fall into three categories: (A) those that accept VoIP 9-1-1 calls with location data on 9-1-1 equipment; (B) those that accept VoIP 9-1-1 calls without location data on

administrative lines; and (C) those that do not accept VoIP 9-1-1 calls. In the case of (C), VoIP 9-1-1 calls are routed to the next closest PSAP that accepts VoIP 9-1-1 calls.

3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, CUSTOMER SPECIFICALLY WAIVES ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO FIVE9'S SERVICES OR ANY OTHER SERVICE PROVIDED HEREUNDER TO CONTACT A PSAP OR OTHER EMERGENCY SERVICES PERSONNEL, AND FIVE9 WILL NOT BE LIABLE FOR ANY LOSS (WHETHER DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL) THAT MAY ARISE FROM THE USE, MISUSE, OR OPERATION OF THE E911 SERVICES BY CUSTOMER. FURTHER, CUSTOMER ACKNOWLEDGES THAT FIVE9 WILL NOT BE LIABLE FOR ANY CLAIMS ARISING FROM ANY EFFORTS UNDERTAKEN BY FIVE9, ITS THIRD PARTY SUPPLIER, OR THE EMERGENCY RELAY CENTER, TO CORRECT ANY FAILED CUSTOMER e911 CALLS, INCLUDING BUT NOT LIMITED TO THOSE THAT ARE A RESULT OF INVALID OR INCOMPLETE END-USER LOCATION DATA; ARE A RESULT OF INTERRUPTIONS IN VOICE CONNECTIVITY; OR WHICH CANNOT BE RE-ROUTED TO THE APPROPRIATE PSAP DUE TO LACK OF CORRECT OR VALID LOCATION INFORMATION.

13. **MISCELLANEOUS.**

1. **Force Majeure.** Five9 shall not be held liable or responsible or be deemed to have breached these Required Terms for failure or delay of performance hereunder when caused by or resulting from causes beyond the reasonable control of Five9; provided, however, Five9 has taken reasonable commercial efforts to avoid or remove such causes of nonperformance, and when they are removed continue performance hereunder.

2. **Sub-processors.** Five9 may utilize sub-processors (e.g., third party telecommunications service providers) in providing the Services. The use of any such sub-processor by Five9 shall not relieve Five9 of any of its obligations under these Required Terms, and Five9 shall be responsible for such actions of its sub-processors.
3. **Notices.** All legal notices, authorizations, and requests in connection with these Required Terms may be sent via email, first-class mail, or courier, and shall be deemed given upon receipt (if sent by electronic mail with receipt-confirmation of successful delivery). All legal notices shall be delivered to Five9 via email (currently billing@five9.com) or mail at its then-current corporate headquarters and to Customer at its most current street and/or email address(es).
4. **General.** No failure or delay in exercising or enforcing any right or remedy by either party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of these Required Terms is determined to be invalid under any applicable statute or rule of law, it is only deemed omitted to that extent, and the rest of the Required Terms remain enforceable. In the event of a dispute arising out of these Required Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees. These Required Terms do not grant any right or cause of action to any third party. The following sections will survive expiration or termination of these Required Terms: Section 3 (Access Controls and Use Restrictions); Section 4 (Confidential Information); Section 5 (Proprietary Rights); Section 6 (Data Use and Retention); Section 11 (Limitation of Liability and Damages); 12 (Emergency Services Terms); and Section 13 (Miscellaneous).
5. **Verification Rights.** While Customer has access to the Services and for a period of twelve (12) months after these Required Terms expire or terminates, Customer will take reasonable steps to maintain complete and accurate records of Customer's use of the Services sufficient to verify compliance with these Required Terms (**"Verification Records"**). Upon

reasonable advance notice, and no more than once annually, Customer will, within thirty (30) days of Five9's notice, allow Five9 and its auditors access to the Verification Records during Customer's normal business hours.

6. **Publicity.** Customer shall not make, or cause to be made, any press release or public announcement in respect of the transactions contemplated by these Required Terms or otherwise communicate with or through any news or other media without the prior written consent of Five9.

Last Updated: December 12, 2023

PASS THRU END USER SOFTWARE-AS-A-SERVICE ("SAAS") AGREEMENT

WORKFORCE MANAGEMENT SOFTWARE GROUP ("COMMUNITYWFM") IS WILLING TO PROVIDE THE SAAS ACCESS RIGHTS IN ACCORDANCE WITH AND SUBJECT TO END USER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS SAAS AGREEMENT ("AGREEMENT"). SUBJECT TO YOUR COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE SAAS ACCESS RIGHTS TO THE SAAS SERVICES SPECIFIED IN THE ORDER SUBMITTED BY RESELLER ON CUSTOMER'S BEHALF AND ACCEPTED BY COMMUNITYWFM ("ORDER") TO WHICH THIS AGREEMENT IS INCORPORATED SHALL BE PROVIDED DURING THE APPLICABLE ACCESS TERM. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION, ALL REFERENCES TO "YOU" OR "YOUR" IN THIS AGREEMENT SHALL MEAN COLLECTIVELY THE

ORGANIZATION AND THE END USER OF THE SAAS SERVICES. ALL REFERENCES TO "CUSTOMER", "YOU" AND "YOUR" IN THIS AGREEMENT SHALL MEAN FOR ALL PURPOSES THE COMPANY IDENTIFIED IN THE ORDER. IF YOU DO NOT AGREE WITH THIS END USER SOFTWARE LICENSE, YOU MUST IMMEDIATELY NOTIFY BOTH THE RESELLER AND COMMUNITYWFM THAT YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS AND SUCH ACCESS TO THE SOFTWARE SHALL NOT BE GRANTED TO THE END USER.

1. **DEFINITIONS.**

   The following capitalized terms shall have the meaning ascribed to them below:

   Access Term. The term, as further described in Section 3 below, for which COMMUNITYWFM has contractually agreed to provide you with access to the SaaS Services in accordance with the Order.

   Confidential Information. Any non-public information, technical data, or know-how, including, without limitation, that which relates to: **(i)** research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing party at the time of disclosure as confidential or proprietary, **(ii)** with respect to COMMUNITYWFM, information concerning the SaaS Services, On-Premise Components, Hosted Environment, and Documentation provided hereunder and/or materials resulting from services, and any derivatives thereto, and the terms and conditions of this Agreement, and **(iii)** with respect to you, any Customer Data. Notwithstanding the foregoing, Confidential Information does not include information, technical data or know-how that is: **(a)** in the public domain or becomes available to the public and not as a result of the act or omission of the receiving party; **(b)** without restriction on disclosure, rightfully obtained by the receiving party from a third party; **(c)** without restriction on disclosure, lawfully in

the possession of the receiving party at the time of disclosure; or **(d)** approved for release by written authorization of the disclosing party.

Customer Data. All data either provided by you or entered on its behalf through use of the SaaS Services, or generated by the SaaS Services on behalf of you.

Customer Environment. The computing environment separately procured, prepared and maintained by you for the access and use of the SaaS Services, where such computing environment meets COMMUNITYWFM's then-current minimum requirements.

Data Subject. An individual who uses the SaaS Services and/or about which information is collected or generated as a part of the SaaS Services.

Designated Employees. A reasonable number of Customer Personnel (including Customer's system administrator), who have received training from COMMUNITYWFM. Designated Employees may be changed by notice to COMMUNITYWFM.

Documentation. COMMUNITYWFM's documentation describing the specifications and use of the SaaS Service.

Error. A failure of the SaaS Service to substantially conform to the Documentation, that COMMUNITYWFM can replicate or you can duplicate.

Error Correction. Revisions, modifications, alterations, and additions to the SaaS Services, installed by COMMUNITYWFM in the Hosted Environment as bug fixes or workarounds to resolve Errors.

Hosted Environment. COMMUNITYWFM's third party hosted infrastructure environment required to operate and provide access to the relevant Software as-a-Service.

Intellectual Property Rights. Any and all tangible and intangible rights, title and interest in and to: **(i)** works of authorship, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, **(ii)** trademarks and trade names, **(iii)** Confidential Information, trade secrets and know-how, **(iv)** patents, designs, algorithms and other industrial property, **(v)** all other intellectual and industrial property rights whether arising by operation of law, contract, license, or otherwise, and **(vi)** all registrations, initial

applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force.

On-Premise Components. Those portions of the COMMUNITYWFM provided software which must be installed at Customer's site, if any.

Professional Services. Consulting, training, installation and maintenance of On-Premise Components, and/or other services provided to Customer hereunder.

Personnel. With respect to you, each of your employees or independent contractors (not a competitor of COMMUNITYWFM) under obligations of confidentiality and nondisclosure which you authorize to use the SaaS Services purchased and/or the SaaS Access Rights procured hereunder; with respect to COMMUNITYWFM, each COMMUNITYWFM employee or subcontractor under obligations of confidentiality and nondisclosure which performs on behalf of COMMUNITYWFM hereunder.

Privacy Laws. Laws, as applicable to personal data, concerning the regulation of the collection, processing, data security, and trans-border data flows, use of web-site cookies, email communications, use of IP addresses and meta-data collection.

SaaS Services. The online services offered by COMMUNITYWFM as more fully described in the Documentation, and all SaaS Access Rights, each as specified on an Order.

SaaS Access Fees. In US dollars, the fees due to COMMUNITYWFM, as further specified in the Order, for use of the SaaS Services to the extent of the SaaS Access Rights.

SaaS Access Rights. The type and quantity of SaaS access rights granted to Customer for use during the applicable Access Term.

Scheduled Downtime. Any downtime scheduled to perform system maintenance, backup and upgrade functions for the Hosted Environment. COMMUNITYWFM will provide Customer with a minimum of seven (7) days advance notice of Scheduled Downtime.

Service Levels. The service level commitments from COMMUNITYWFM with

respect to the maintenance and support of the Hosted Environment and SaaS Services.

Total Time. The total number of minutes in the applicable month.

Updates. Periodic improvements or additions to the SaaS Services, including Error Corrections and other changes to the SaaS Services, that may be provided hereunder, but excluding any new feature or substantial additional functionality available for the SaaS Service, which, in COMMUNITYWFM's sole discretion, is subject to additional fees.

CommunityWFM Intellectual Property. All Intellectual Property Rights in the SaaS Services, Documentation, Hosted Environment, On-Premise Components, and all other Confidential Information provided by COMMUNITYWFM hereunder.

2. **ACCESS RIGHTS.** During the Access Term, and solely for your internal business use, COMMUNITYWFM grants to you a temporary non-exclusive, non-transferable, non-assignable, personal right to use the SaaS Services specified in the Order through internet access, up to the extent of the SaaS Access Rights specified in the Order. With regards to the On-Premise Components and related Documentation, COMMUNITYWFM grants to you, and you accept, a nonexclusive, nonassignable, and nontransferable limited license during the Access Term, to use the On-Premise Components and related Documentation solely in conjunction with the SaaS Services for Customer's internal business purposes, and subject to the terms and conditions of this Agreement. With respect to the Documentation, you may make a reasonable number of copies of the Documentation applicable to the SaaS Services solely as reasonably needed for your internal business use in accordance with the express use rights specified herein. You acknowledge and agree that the use rights provided hereunder do not grant any rights not explicitly expressed. All other such rights and interests in COMMUNITYWFM Intellectual Property (including any derivatives thereto) are expressly reserved, owned by and remain vested in COMMUNITYWFM and its third party vendors, and except for the limited use rights granted hereunder, you shall not assert any right, title, or interest in or to any COMMUNITYWFM Intellectual Property, or portion thereof.

Without limiting the foregoing, you acknowledge and agree that no rights or any other interests are provided to you with respect to: (i) rights in or to the Hosted Environment or SaaS Services beyond those rights specified in the Order, (ii) rights to provide access to or use of the Hosted Environment, SaaS Services and On-Premise Components to any other party, including, without limitation, any uses in the nature of a service bureau or application services provider, (iii) rights to obtain possession of copies of any component of the Hosted Environment or any software used to provide or perform the SaaS Services, except with respect to On-Premise Component(s) and then only as expressly provided for in this Section, or (iv) representations, warranties or other third party beneficiary rights from any COMMUNITYWFM third party vendor.

3. **ACCESS TERM.** The initial Access Term shall be 12 months. An Access Term shall commence on the first day of the month following receipt by the Reseller of the Activation Notice, sent by the Supplier, for the End User. The term shall automatically renew for successive twelve (12) month terms unless either party provides the other with no less than sixty (60) days prior written notice of its intent to not renew.
4. **COMMUNITYWFM RESPONSIBILITIES.**
    1. **Support.** As part of the SaaS Services, during any Access Term and subject to payment of all fees, COMMUNITYWFM shall, either directly, or through its applicable third party vendor(s), provide support for the Hosted Environment and SaaS Services in accordance with the terms and conditions of this Section.
    2. **Hosted Server Updates.** In addition to establishing and maintaining the Software within the Hosted Environment, COMMUNITYWFM shall maintain the components of the Hosted Environment with all current Updates that COMMUNITYWFM deems necessary for the SaaS Services. COMMUNITYWFM shall routinely be updating your hosted server and will coordinate with your operations team to minimize any impact on daily operations. Please contact the help desk to coordinate and control those regular cycles.

3. **Uptime.** Please see our hosted services uptime commitment posting for details. https://www.communitywfm.com/product-uptime-agreement.
4. **Help Desk Service Level Targets.** The CommunityWFM help desk toll free line (877) 668-6870, option 2. is available 7-7 M-F, excluding holidays and other days that may be deemed by CommunityWFM. Please see target response time for Help desk support here. https://www.communitywfm.com/response-time-service-level-agreement-exhibit-c.
5. **Customer Data.** COMMUNITYWFM acknowledges it receives no ownership or, except to the extent specified herein, other rights in any Customer Data, and all rights, title and interest in such Customer Data remain with you. COMMUNITYWFM shall not, and shall not permit its third party vendor(s) to disclose Customer Data to any third party, or make any use of the Customer Data, unless authorized by you or COMMUNITYWFM is required to do so by law or court order. You agree that COMMUNITYWFM may: **(a)** use and disclose Customer Data in aggregate and anonymous form, and/or **(b)** use Customer Data for COMMUNITYWFM's internal business purposes, including without limitation, improving and/or creating enhancements to or new offerings related to the SaaS Services, and for purposes of planning, support, administration and invoicing related to your use of the SaaS Services.. You agree that you are solely responsible for: **(x)** obtaining any Customer Data and other information you provide while using the SaaS Services, **(y)** obtaining all rights and requisite consents necessary to collect and use the Customer Data, and **(z)** the accuracy, completeness, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data. By providing any Customer Data or other information, you agree that you will not, and you represent and warrant that such information does not **(i)** violate any intellectual property rights, publicity rights, confidentiality or trade secret rights, or any other legal or equitable rights; **(ii)** violate any law, rule, order, judgment or regulation to which you or the Customer Data

may be subject; and **(iii)** violate in any way your obligations in Section 5.2 below. You acknowledge and agree that COMMUNITYWFM is not responsible or liable for any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information, or content, or information or content that infringes or may infringe any copyright, patent, moral right, trade secret, confidential information, trademark right or any other right of a third party. COMMUNITYWFM may remove any violating content posted on the SaaS Services or transmitted through the SaaS Services, without notice to you.

5. **END USER RESPONSIBILITIES.**
    1. **Passwords.** All access codes and passwords are personal to the individual to which it is issued. You and your Personnel are responsible for maintaining the confidentiality and security of all access codes and passwords issued, and ensuring that each access code and password is only used by the individual authorized. To the extent COMMUNITYWFM assigned you with administrative rights to create access codes and passwords for your Personnel, you shall be responsible for issuing such passwords.
    2. **Use of SaaS Services.** Customer shall be solely responsible for the actions of its Personnel while using the SaaS Services and the contents of its transmissions through the SaaS Services (including, without limitation, Customer Data), and any resulting charges. Customer agrees: **(i)** to abide by all local, state, national, and international laws and regulations applicable to Customer's use of the SaaS Services, including without limitation all laws and administrative regulations (including, all U.S. and applicable foreign) relating to the control of exports of commodities and technical and/or personal data, and shall not allow any of its Personnel or Data Subjects to access or use the SaaS Service in violation of any export embargo, prohibition or restriction, including but not limited to any party on a U.S. government restricted party list; **(ii)** not to upload or distribute in

any way files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Hosted Environment, SaaS Services or another's computer; **(iii)** not to use the SaaS Services for illegal purposes; (iv) not to interfere or disrupt networks connected to the Hosted Environment or SaaS Services; **(v)** not to post, promote or transmit through the SaaS Services any unlawful, harassing, defamatory, privacy invasive, abusive, threatening, offensive, harmful, vulgar, obscene, tortuous, hateful, racially, ethnically or otherwise objectionable information or content of any kind or nature; **(vi)** not to transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability; **(vii)** not to interfere with another customer's use and enjoyment of the SaaS Services or another entity's use and enjoyment of similar services; **(viii)** not to engage in contests, chain letters or post or transmit "junk mail," "spam," "chain letters," or unsolicited mass distribution of email through or in any way using the SaaS Services; **(ix)** to comply with all regulations, policies and procedures of networks through which Customer connects to, or uses in connection with the SaaS Services; and **(x)** to provide any required notifications to Data Subjects, and obtain all rights and requisite consents from Data Subjects in accordance with all applicable data privacy and other laws in relation to the collection, use, disclosure, creation and processing of personal data, and in connection with this Agreement and the use of the SaaS Services.

3. **SaaS Services Restrictions.** Except as otherwise specified in this Agreement, expressly permitted in writing by COMMUNITYWFM, or otherwise cannot be precluded under mandatory applicable law, you shall not, and shall not permit any other party to:
    1. a. Disassemble, decompile, decrypt, or reverse engineer, or in any way attempt to discover or reproduce source code for, any part of the SaaS Services or On-Premise Components; adapt, modify, or prepare derivative works based on any of the COMMUNITYWFM

Intellectual Property; or use any of the COMMUNITYWFM Intellectual Property to create any computer program or other material that performs, replicates, or utilizes the same or substantially similar functions as the SaaS Services;

2. b. Alter, remove, or suppress any copyright, confidentiality, or other proprietary notices, marks or any legends placed on, embedded or otherwise appearing in or on any COMMUNITYWFM Intellectual Property; or fail to ensure that all such notices and legends appear on all full or partial copies of COMMUNITYWFM Intellectual Property or any related material;
3. c. Sell, sublicense, lease, assign, delegate, transfer, distribute, encumber or otherwise transform any COMMUNITYWFM Intellectual Property or any of the rights or obligations granted to or imposed on you hereunder.

4. **Customer Environment.** You are responsible for the establishment of the Customer Environment necessary for your use of the SaaS Services. Additionally, you acknowledge and agree that COMMUNITYWFM is not responsible for obtaining, licensing or selling any hardware, peripherals or third-party software or interfaces needed to prepare or maintain the Customer Environment.
5. **Privacy Policies and Data Protection Notices.** Customer shall adopt, publish and comply with Customer's privacy policy and ensure that such privacy policy is compliant with the Privacy Laws applicable to the Customer's use of the SaaS Services and how Customer collects, uses and discloses personal data to third parties, such as COMMUNITYWFM (though, for the avoidance of doubt, COMMUNITYWFM need not be specifically named in Customer's policy(ies)). Customer's privacy policy must be sufficient to inform a Data Subject of the information collected by COMMUNITYWFM on Customer's behalf during use of the SaaS Services and Customer warrants and represents that COMMUNITYWFM has the right to collect and process personal data on its behalf in order to permit

COMMUNITYWFM to provide the SaaS Services and that such collection and processing shall not violate the rights of Data Subjects or the Privacy Laws.

6. **Indemnity.** Customer, at your sole expense, shall defend, indemnify and hold harmless COMMUNITYWFM from any action based upon a claim resulting from any breach of Sections 4 or 5 by you, your affiliates, and/or Personnel of either, and shall reimburse COMMUNITYWFM for all damages, costs, and expenses (including reasonable attorneys' fees) awarded against COMMUNITYWFM pursuant to any such actions.

6. **PROFESSIONAL SERVICES.** You may order Professional Services from COMMUNITYWFM or its authorized reseller or integrator by submitting a request for such services referencing this Agreement. Any such services provided hereunder are subject to **(i)** your performance of any obligations herein, and **(ii)** the terms of a mutually agreeable implementation plan (Statement of Work). With respect to any access to the Hosted Environment, use of the SaaS Services requiring integration and other services by and between Customer's systems and the Hosted Environment, and configuration of the SaaS Services for Customer's specific use, COMMUNITYWFM agrees to perform those services to the extent specified on an Order. You must provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by COMMUNITYWFM to perform its duties in a timely manner. All services provided on a time and material basis are per person unless otherwise specified, and charged hourly or daily as indicated for each person. Services scheduling is dependent upon the allocation and availability of COMMUNITYWFM resources. In the event you reschedule or cancel scheduled services, COMMUNITYWFM may, to the extent COMMUNITYWFM cannot reschedule its applicable resources, charge you a rescheduling or cancellation fee.

7. **WARRANTY.**

    1. **Limited Performance Warranty.** COMMUNITYWFM warrants to you that during any Access Term, the SaaS Services will be accessible by you, and

the SaaS Services will perform substantially in accordance with the Documentation. Your exclusive remedy under this Section 7.1 shall be for COMMUNITYWFM to use commercially reasonable efforts to correct any Errors; provided, in the event COMMUNITYWFM is unable to correct that nonconformity, you shall have the right to terminate the remaining Access Term and receive a pro rata refund of any remaining prepaid SaaS Access Fees applicable to those SaaS Services NOT TO EXCEED THE FEES COLLECTED WITHIN THE LAST THREE (3) MONTHS.

2. **Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1, COMMUNITYWFM MAKES NO WARRANTY AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, INTEROPERABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY PRODUCT, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF. WITHOUT LIMITING THE FOREGOING, COMMUNITYWFM DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SAAS SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.**

8. **PAYMENT.** All Orders placed hereunder are subject to COMMUNITYWFM's acceptance of that Order. Prior to accepting an Order, COMMUNITYWFM shall have the right to perform any credit and other checks required by COMMUNITYWFM. For any Orders placed directly by you, COMMUNITYWFM shall invoice you one hundred percent (100%) of the SaaS Access Fee for the initial Access Term, and 50 % of the any fixed fee Professional Services, and fixed, prepaid travel expenses of $5,100 for training sessions within the continental US, travel outside of that shall be quoted on a client by client basis, applicable to such, balance due for remaining Professional Services upon the completion of the four day training session and receipt of Activation Notice upon COMMUNITYWFM's receipt and acceptance of the Order. For any month in

which you exceed the licensed usage you subscribed to for that month ("Overage"), the fees due for such Overage shall be calculated with a twenty-five percent (25%) uplift. COMMUNITYWFM shall invoice you quarterly in arrears for any Overage. For any add-on SaaS Services subscription Orders, COMMUNITYWFM shall invoice you the pro rata amount for the remainder of the then current SaaS Services Access Term to co-terminate each of your SaaS Services subscription terms. COMMUNITYWFM may invoice you for each renewal Access Term prior to such renewal, and all other fees, assessments and expenses provided for under this Agreement as performed and/or incurred. All payments shall be due within thirty (30) days after the applicable invoice date, without deduction. You are responsible for all taxes, duties and tariffs of any kind (except with respect to COMMUNITYWFM's income), and all costs of shipment. All shipments are made ExWorks (Incoterms 2010). You agree to pay COMMUNITYWFM all costs of collection resulting from your failure to pay any amounts due COMMUNITYWFM hereunder. COMMUNITYWFM shall have the right to withhold performance under this Agreement (i) to the extent it has knowledge that any governmental approvals required under then-current applicable laws and/or regulations have not been properly obtained by the respective party(ies), or (ii) if you are in delinquent on any payments or are otherwise in breach of this Agreement.

9. **LIMITATION AND CAP ON LIABILITY.** COMMUNITYWFM'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL BE IN THE AGGREGATE AND LIMITED TO CUSTOMER'S DIRECT ACTUAL DAMAGES NOT TO EXCEED THE ACTUAL FEES PAID TO COMMUNITYWFM HEREUNDER FOR THE NONCONFORMING SAAS SERVICE, REDUCED BY ANY AMOUNT DUE COMMUNITYWFM. IN NO EVENT SHALL COMMUNITYWFM, ANY PARENT, SUBSIDIARY, AFFILIATE OR LICENSOR, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, OR REPRESENTATIVES, BE LIABLE (I) TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND OR NATURE OR IN ANY MANNER WHATSOEVER, OR (II) TO CUSTOMER FOR ANY

CONSEQUENTIAL, INDIRECT, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES OR COSTS (INCLUDING ATTORNEYS' FEES OR LOST PROFITS, TIME, SAVINGS, PROPERTY, DATA OR GOODWILL) REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE USE, MISUSE, OR INABILITY TO USE THE SAAS SERVICES, OR ANY OTHER PRODUCTS OR SERVICES, REGARDLESS OF THE CAUSE OF ACTION, EVEN IF COMMUNITYWFM HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL COMMUNITYWFM BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. THIS SECTION 9.0 SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF ESSENTIAL PURPOSE, CONSIDERATION, OR OF AN EXCLUSIVE REMEDY.

10. **CONFIDENTIALITY.** The unauthorized disclosure or use of Confidential Information of a disclosing party or of a disclosing party's third party licensors, and all information and services related thereto, would cause great injury and harm to the owner thereof. Therefore, each party agrees to take all appropriate action to ensure the confidentiality and security of the other party's Confidential Information, but in any event no less than the same standard of care it uses to protect its own Confidential Information of like kind and value. Without limiting the generality of the foregoing, you and COMMUNITYWFM each agree that it: **(i)** shall maintain the other's Confidential Information in the strictest confidence, including compliance with reasonable remote access security requirements; **(ii)** shall not disclose, display, publish, transmit, or otherwise make available such Confidential Information or take the benefit thereof, in whole or in part, except in confidence to its own Personnel on a need-to-know basis; and **(iii)** except as expressly permitted hereunder, shall not copy, duplicate, replicate, transform, or reproduce such Confidential Information. Notwithstanding anything to the contrary in this Section, neither party shall be liable to the other for damages resulting from disclosure of any Confidential Information required by law, regulation or valid court order; provided prior written notice is provided to the

other party sufficiently in advance of such required disclosure to allow the other party to respond and take reasonable and lawful action to avoid and/or minimize the degree of such disclosure or seek appropriate protective orders.

11. **TERM; TERMINATION.** This Agreement shall be effective upon the date that COMMUNITYWFM accepts the initial Order hereunder (as may be evidenced by COMMUNITYWFM's performance) and shall continue so long as you continue to abide by the terms and conditions of this Agreement. COMMUNITYWFM hereby reserves the right to terminate this Agreement and the SaaS Services upon ten (10) day notice and failure to cure your breach of any of the terms contained in this Agreement, including failure to make payment or any breach of Sections 2, 5 or 6. Upon termination of this Agreement, and except to the extent specified herein, (i) all fees due to COMMUNITYWFM for the current Access Term and any other amounts due COMMUNITYWFM shall be immediately paid, and (ii) all of Customer's rights to access and use any of the SaaS Services, On-Premise Components and SaaS Access Rights shall immediately terminate without right of refund. Upon termination of this Agreement for any reason other than your breach, you may request that COMMUNITYWFM conduct a mass export of the Customer Data. Upon termination of this Agreement and subject to Customer's compliance with Section 11 (i), Customer may request that COMMUNITYWFM export and provide to Customer available Customer Data. Subject to Customer ordering from COMMUNITYWFM Professional Services applicable to such work, COMMUNITYWFM agrees to provide such Professional Services at its then current rates, provided that in the event this Agreement is terminated for Customer's breach, COMMUNITYWFM shall have the right to require that Customer prepay for such Professional Services. Notwithstanding the foregoing, after thirty (30) days from termination, COMMUNITYWFM may delete and destroy all Customer Data without notice or liability to Customer. Provisions herein which by their context and content are intended to survive termination or expiration hereof shall so survive, including the Sections 1, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15 and 16.

12. **GOVERNING LAW; FORUM.** This Agreement is governed exclusively by the laws of the U.S. and the State of Delaware, without giving effect to its conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement or the parties. The parties further agree that the place of contract and performance of this Agreement is Dallas, Texas.
13. **INJUNCTIVE RELIEF.** You acknowledge that remedies at law may be inadequate to provide COMMUNITYWFM with full compensation in the event of your material breach of this Agreement, and that COMMUNITYWFM shall therefore be entitled, without bond or other security obligation, to seek injunctive relief in the event of any such material breach.
14. **WAIVER / SEVERABILITY.** The failure of COMMUNITYWFM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement shall be construed as if such provision were not contained in this Agreement.
15. **ASSIGNMENT.** Except to the extent such rights cannot be restricted by applicable law, you cannot assign, sublicense, or transfer this Agreement without the prior written consent of COMMUNITYWFM, and any such attempt by you to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void, and subject to COMMUNITYWFM's right to immediately terminate this Agreement.
16. **ENTIRE AGREEMENT / MODIFICATIONS.** Except as otherwise specified in this Section, this Agreement, plus the terms on any Order signed in hardcopy form by both you and COMMUNITYWFM, comprises the entire agreement between you and COMMUNITYWFM, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written agreement signed in hardcopy form between the parties. Preprinted, additional or conflicting provisions on your purchase order or on either party's acknowledgement forms, whether presented before or after the terms of this Agreement, and including any integration clauses contained therein,

shall not apply unless agreed to by both parties in writing signed in hardcopy form. You agree that your use of the SaaS Services signifies your agreement to all terms and conditions of this Agreement. Notwithstanding any of the foregoing, in the event the parties to this Agreement have executed, in hardcopy form, a separate agreement covering the subject matter herein, that separate agreement shall continue to govern and control the parties with regard thereto, and shall supersede in all respects the terms of this Agreement. Any reference to a law or statute in this Agreement shall be deemed to include any amendment, replacement, re-enactment thereof for the time being in force and to include any by-laws, statutory instruments, rules, regulations, orders, notices, directions, consents, or permissions (together with an conditions attaching to any of the foregoing) made in respect thereof.

ASSEMBLED, INC. SERVICES AGREEMENT

Customers who subscribe to Assembled, Inc. offerings also agree to the Services Agreement available at https://www.assembled.com/services-agreement as passed from Assembled to Nextiva to Customer.

Last Updated: April 22, 2026

NovelVox End User License Agreement (EULA)

Customers who subscribe to NovelVox offerings also agree to the End User License Agreement available at https://www.novelvox.com/end-user-license-agreements as passed from NovelVox to Nextiva to Customer.

Last Updated: April 22, 2026

EMERGENCY 911 POLICY

REQUESTING EMERGENCY SERVICES. NEXTIVA TERMS OF SERVICE

Welcome to Nextiva UCaaS (VoIP) Service.

THESE TERMS AND CONDITIONS STATE IMPORTANT REQUIREMENTS REGARDING YOUR USE OF NEXTIVA UCaaS (VoIP) SERVICES. YOU SHOULD READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFO REGARDING YOUR RIGHTS AND OURS. PLEASE NOTE: NEXTIVA DOES NOT PROVIDE TRADITIONAL 911 SERVICES. YOU MUST MAINTAIN AN ALTERNATE MEANS OF REQUESTING EMERGENCY SERVICES. **OTHER NEXTIVA SERVICES,**

INCLUDING VFAX, CONTACT CENTER, AND DIGITAL CUSTOMER ENGAGEMENT SERVICES, DO NOT INCLUDE EMERGENCY/911 CALLING OR MESSAGING. YOU AGREE THAT YOU WILL OBTAIN ALTERNATE METHODS OF DIALING OR MESSAGING FOR EMERGENCY AND 911 SERVICES IF YOU SUBSCRIBE TO THOSE SERVICES.

1. **911 Service & Limitations**
    1. PLEASE READ THIS INFORMATION REGARDING 911 VERY CAREFULLY.
        1. **911 BACKGROUND**: IN THE UNITED STATES, EMERGENCY SERVICE IS PROVIDED BY DIALING THE DIGITS “911.” WITH BASIC 911 SERVICE, WHEN YOU DIAL 911, LOCAL EMERGENCY OPERATORS ANSWERING THE CALL WILL NOT HAVE YOUR CALL BACK NUMBER OR YOUR EXACT LOCATION, SO YOU MUST BE PREPARED TO GIVE THEM THIS INFORMATION. UNTIL YOU GIVE THE OPERATOR YOUR PHONE NUMBER, HE/SHE MAY NOT BE ABLE TO CALL YOU BACK OR DISPATCH HELP IF THE CALL IS NOT COMPLETED OR IS NOT FORWARDED, IS DROPPED OR DISCONNECTED, OR IF YOU ARE UNABLE TO SPEAK. WITH ENHANCED 911 (E911) SERVICE, WHEN YOU DIAL 911, YOUR TELEPHONE NUMBER AND REGISTERED ADDRESS IS SIMULTANEOUSLY SENT TO THE LOCAL EMERGENCY CENTER ASSIGNED TO YOUR LOCATION, AND EMERGENCY OPERATORS HAVE ACCESS TO THE INFORMATION THEY NEED TO SEND HELP AND CALL YOU BACK IF NECESSARY. CERTAIN CUSTOMERS DO NOT HAVE ACCESS TO EITHER BASIC 911 OR E911

BECAUSE THERE ARE NO LOCAL EMERGENCY CENTERS IN THEIR AREA OR THEY DID NOT REGISTER FOR AN E911 SERVICE ADDRESS. IF YOU DO NOT HAVE ACCESS TO BASIC 911 OR E911, YOUR 911 CALL WILL BE SENT TO THE NATIONAL EMERGENCY CALL CENTER. A TRAINED AGENT AT THE EMERGENCY CALL CENTER WILL ASK FOR THE NAME, TELEPHONE NUMBER AND LOCATION OF THE CUSTOMER CALLING 911, AND THEN CONTACT THE LOCAL EMERGENCY CENTER FOR SUCH CUSTOMER IN ORDER TO SEND HELP. EXAMPLES OF SITUATIONS WHERE 911 CALLS WILL BE SENT TO THE NATIONAL EMERGENCY CALL CENTER INCLUDE WHEN THERE IS A PROBLEM VALIDATING A CUSTOMER'S ADDRESS DURING 911 ADDRESS REGISTRATION, OR THE CUSTOMER IS LOCATED IN AN AREA THAT IS NOT COVERED BY THE LANDLINE 911 NETWORK.

EMERGENCY PERSONNEL DO NOT RECEIVE YOUR PHONE NUMBER OR PHYSICAL LOCATION WHEN YOUR 911 CALL IS ROUTED TO A NATIONAL EMERGENCY CALL CENTER. THEREFORE, YOU MUST BE PREPARED TO GIVE THE OPERATOR YOUR PHONE NUMBER AND LOCATION AND ANY OTHER INFORMATION THAT THE OPERATOR MIGHT REQUEST. BY SIGNING UP FOR NEXTIVA’S VOIP SERVICE YOU AUTHORIZE THE NATIONAL EMERGENCY CALL CENTER TO DISCLOSE YOUR NAME AND ADDRESS TO THE THIRD PARTY OR PARTIES INVOLVED WITH PROVIDING EMERGENCY SERVICES TO YOU, INCLUDING, WITHOUT LIMITATION, CALL ROUTERS, CALL CENTERS AND LOCAL EMERGENCY CENTERS.

2. NEXTIVA’S BASIC 911 OR E911 SERVICE IS DIFFERENT THAN TRADITIONAL 911 LAND LINE SERVICE. CONSEQUENTLY, YOU MUST BE AWARE OF THE FOLLOWING:

YOU MUST REGISTER YOUR LOCATION: FOR EACH PHONE LINE THAT YOU UTILIZE WITH NEXTIVA'S VOIP SERVICE, YOU WILL BE REQUIRED TO REGISTER THE PHYSICAL LOCATION ("REGISTERED LOCATION") OF YOUR EQUIPMENT (E.G., SIP PHONE, PHONE ADAPTER, ETC.) WITH NEXTIVA, EITHER ON NEXTIVA'S WEBSITE OR BY CALLING CUSTOMER SERVICE. YOU MUST REMEMBER TO UPDATE THE REGISTERED LOCATION WHENEVER THE PHYSICAL LOCATION CHANGES. NEXTIVA'S ONLY MECHANISM FOR ROUTING 911 CALLS TO THE CORRECT EMERGENCY CALL TAKER IS THE REGISTERED LOCATION FOR THE ACCOUNT. ANY ENHANCED LOCATION INFORMATION PASSED TO AN EMERGENCY OPERATOR BY NEXTIVA WILL BE BASED UPON THE REGISTERED LOCATION PROVIDED TO NEXTIVA BY YOU. FOR PURPOSES OF 911 DIALING, YOU MAY ONLY REGISTER ONE REGISTERED LOCATION AT A TIME FOR EACH PHONE LINE.

You acknowledge and understand that your failure to provide the current and correct physical address and location of your Equipment as the Service Address will result in any emergency calls you make being routed to the incorrect local emergency service provider. During the ordering process, you will provide Nextiva the physical address where you will use your Service. When you dial 911 with Nextiva, your call will be routed to the general telephone number for the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the Service Address you have registered with Nextiva. You acknowledge and understand that you may not be routed to a dispatcher who is specifically trained and designated to receive incoming emergency response calls, and it is possible that the lines at the PSAP will be occupied and that you will get a busy signal.

1. YOUR E911 SERVICE WITH NEXTIVA WILL NOT BE AVAILABLE UNDER THE FOLLOWING CIRCUMSTANCES:
   (1) **RELOCATION OF YOUR VOIP EQUIPMENT**: IF YOU

RELOCATE THE EQUIPMENT THAT YOU USE TO ACCESS NEXTIVA'S VOIP SERVICE, YOU MUST UPDATE YOUR REGISTERED LOCATION. IF YOU DO NOT UPDATE YOUR REGISTERED LOCATION, ANY 911 CALL YOU MAKE USING NEXTIVA'S VOIP SERVICE WILL BE ROUTED BASED ON YOUR PREVIOUSLY PROVIDED REGISTERED LOCATION AND THEREFORE MAY NOT BE ROUTED TO THE APPROPRIATE PUBLIC SAFETY ANSWERING POINT FOR YOUR CURRENT LOCATION. ONCE YOU NOTIFY NEXTIVA OF A CHANGE IN YOUR REGISTERED LOCATION, THERE MAY BE A DELAY IN MAKING THE NEW REGISTERED LOCATION AVAILABLE TO PROPERLY ROUTE 911 CALLS AND TO ADVISE EMERGENCY PERSONNEL OF YOUR REGISTERED LOCATION.

(2) **RE-REGISTRATION REQUIRED IF YOU CHANGE YOUR NUMBER OR ADD OR PORT NEW NUMBERS**: YOUR NEXTIVA VOIP 911 SERVICE WILL NOT FUNCTION IF YOU CHANGE YOUR PHONE NUMBER OR IF YOU ADD OR PORT NEW PHONE NUMBERS TO YOUR ACCOUNT, UNLESS AND UNTIL YOU SUCCESSFULLY REGISTER YOUR LOCATION OF USE FOR EACH CHANGED, NEWLY ADDED OR NEWLY PORTED PHONE NUMBER AND RECEIVE CONFIRMATION FROM NEXTIVA.

(3) **INTERNET CONNECTION FAILURE**: IF THERE IS AN INTERRUPTION OF YOUR BROADBAND OR HIGH-SPEED INTERNET ACCESS SERVICE, YOU WILL NOT HAVE ACCESS TO NEXTIVA'S VOIP SERVICE DURING THAT INTERRUPTION AND THEREFORE WILL NOT HAVE ACCESS TO 911 SERVICE DURING THAT INTERRUPTION. IN ADDITION, SINCE THE SERVICE IS DEPENDENT ON THE BROADBAND CONNECTION, THE AVAILABILITY OF AN ADEQUATE POWER SUPPLY AND CORRECT EQUIPMENT CONFIGURATION, NEXTIVA DOES

NOT GUARANTEE THAT THE SERVICE WILL BE CONTINUOUS OR ERROR-FREE. NEXTIVA WILL NOT OFFER CREDITS FOR SERVICE FAILURES DUE TO POWER OUTAGES OR DISRUPTIONS IN YOUR BROADBAND CONNECTION.

(4) **EQUIPMENT FAILURE AND MISCONFIGURATION**

NEXTIVA'S VOIP SERVICE WILL NOT FUNCTION IF THE EQUIPMENT ON YOUR PREMISES OR ANY EQUIPMENT INCLUDING SOFTWARE, NETWORK ETC. IN OUR LOCATIONS (OFFICES, DATA CENTERS) FAILS FOR ANY REASON INCLUDING BUT NOT LIMITED TO HARDWARE OR SOFTWARE FAILURES OR MISCONFIGURATION EITHER BY NEXTIVA, THE CUSTOMER AND/OR ANY OF OUR VENDORS.

NEXTIVA DOES NOT AND CANNOT GUARANTEE THAT THE SERVICE WILL BE CONTINUOUS OR ERROR-FREE. YOU ACKNOWLEDGE AND UNDERSTAND THAT A FAILURE OF EQUIPMENT CAN OCCUR AND IT IS YOUR SOLE RESPONSIBILITY TO RETAIN ALTERNATIVE MEANS OF COMMUNICATION.

(5) **LOSS OF ELECTRICAL POWER**: NEXTIVA'S VOIP SERVICE WILL NOT FUNCTION IN THE ABSENCE OF ELECTRICAL POWER AND YOU WILL NOT HAVE PHONE SERVICE OR 911 SERVICE DURING ANY POWER OUTAGE.

(6) **NON-VOICE SYSTEMS**: NEXTIVA'S VOIP SERVICES ARE NOT SET UP TO FUNCTION WITH OUTDIALING SYSTEMS INCLUDING HOME SECURITY SYSTEMS AND MEDICAL MONITORING EQUIPMENT. BY SIGNING UP FOR NEXTIVA'S VOIP SERVICE YOU WAIVE ALL CLAIMS AGAINST NEXTIVA FOR INTERRUPTION OR DISRUPTION OF SUCH SYSTEMS BY NEXTIVA'S VOIP SERVICE.

(7) **CALLS OUTSIDE THE U.S.**: IF YOU MOVE YOUR NEXTIVA VOIP SERVICE EQUIPMENT OUTSIDE OF THE UNITED

STATES, YOUR 911 SERVICE WILL NOT WORK. CHECK THE EMERGENCY CALLING PROCEDURES FOR THE COUNTRY WHERE YOU ARE LOCATED TO DETERMINE THE CORRECT EMERGENCY CALLING PROCEDURES.

(8) **TERMINATION OF SERVICE**: 911 SERVICE WILL NOT BE AVAILABLE IF YOUR SERVICE HAS BEEN CANCELLED OR TERMINATED BY YOU OR BY NEXTIVA. You acknowledge and understand that a service outage due to suspension of your account as a result of billing issues or any other reason, including, but not limited to those reasons described elsewhere in this Agreement, will prevent ALL Service, including the limited emergency response service.

(9) **FREE VERSION LIMITATIONS**: You acknowledge and understand that if you are utilizing a free version of Nextiva software that does not contain any voice usage features or functionalities, you will be unable to make any calls, including using the 911 service. If you are using a free version of Nextiva software that does include voice usage and you have exhausted the voice calling minutes included with your free version or your phone number has been removed from your account for non-use, you acknowledge and understand that you will also be unable to make any calls, including using the 911 service.

(10) **NETWORK CONGESTION AND/OR REDUCED SPEED FOR ROUTING EMERGENCY CALLS**: You acknowledge and understand that calls made using the limited emergency response service of Nextiva may be subject to network congestion and/or reduced routing speed and the call may fail.

(11) **OTHER LIMITATIONS**: THE LOCAL EMERGENCY SERVICE OPERATOR RECEIVING NEXTIVA VOIP SERVICE'S E911 EMERGENCY SERVICE CALLS MAY NOT HAVE A SYSTEM CONFIGURED FOR E911 SERVICES OR BE ABLE TO CAPTURE

AND/OR RETAIN AUTOMATIC NUMBER OR LOCATION INFORMATION. THIS MEANS THAT THE OPERATOR MAY NOT KNOW THE PHONE NUMBER OR PHYSICAL LOCATION OF THE PERSON WHO IS MAKING THE NEXTIVA VOIP SERVICE E911 CALL. DUE TO TECHNICAL FACTORS IN NETWORK DESIGN, AND IN THE EVENT OF NETWORK CONGESTION ON THE NEXTIVA NETWORK, THERE IS A POSSIBILITY THAT A NEXTIVA 911 CALL WILL PRODUCE A BUSY SIGNAL OR WILL EXPERIENCE UNEXPECTED ANSWERING WAIT TIMES AND/OR TAKE LONGER TO ANSWER THAN 911 CALLS PLACED VIA TRADITIONAL TELEPHONE NETWORKS. IN ADDITION, A LOCAL OR NATIONAL DISASTER AND SUBSEQUENT SPIKE IN THE NUMBER OF CALLS MAY RESULT IN LONG CONNECTION TIMES, BUSY SIGNALS OR FAILURES TO CONNECT.

2. **YOU MUST NOTIFY ALL USERS OF THESE LIMITATIONS**: YOU MUST INFORM ALL POTENTIAL USERS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE NEXTIVA'S VOIP SERVICE OF THE IMPORTANT DIFFERENCES IN AND LIMITATIONS OF NEXTIVA'S VOIP 911 DIALING AS COMPARED WITH BASIC 911 OR E911 PROVIDED BY TRADITIONAL LANDLINE TELEPHONE SERVICE.
3. **YOU MUST AFFIX THE PROVIDED WARNING LABELS TO YOUR VOIP EQUIPMENT**: NEXTIVA WILL PROVIDE YOU WITH WARNING LABELS REGARDING THE LIMITATIONS OR UNAVAILABILITY OF 911 EMERGENCY DIALING (THE "911 STICKER"). YOU MUST PLACE ONE OF THESE 911 STICKERS ON EACH TELEPHONE AND ON ANY OTHER DEVICE WHICH WILL BE USED WITH YOUR NEXTIVA VOIP SERVICE. IF YOU REQUIRE ADDITIONAL 911 STICKERS, PLEASE CONTACT NEXTIVA'S CUSTOMER SERVICE DEPARTMENT.

4. **ALTERNATIVE ARRANGEMENTS**: BY SIGNING UP FOR NEXTIVA'S VOIP SERVICE YOU UNDERSTAND THAT IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS OF NEXTIVA'S 911 SERVICE, THAT YOU SHOULD ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING EMERGENCY SERVICE. IN ORDER TO ENSURE THAT YOU HAVE ACCESS TO EMERGENCY SERVICES, YOU ACKNOWLEDGE AND ACCEPT THAT IT IS YOUR SOLE RESPONSIBILITY TO PURCHASE, FROM A THIRD-PARTY SEPARATELY FROM NEXTIVA, TRADITIONAL WIRELESS OR LANDLINE TELEPHONE SERVICE AS A BACKUP MEANS OF COMPLETING EMERGENCY CALLS. IF THE SERVICE IS USED IN A HOME OFFICE ENVIRONMENT, IT IS NOT INTENDED TO BE USED FOR PERSONAL, RESIDENTIAL, NONBUSINESS OR NONPROFESSIONAL COMMERCIAL USE. A HOME OFFICE USER MUST PROVIDE ALTERNATIVE ARRANGEMENTS FOR RESIDENTIAL EMERGENCY CALLS.

3. YOU HEREBY ACKNOWLEDGE:

   (1) NEXTIVA DOES NOT SUPPORT TRADITIONAL 911 AND E911 ACCESS TO EMERGENCY SERVICES. The limited emergency response service accessible by Nextiva differs in a number of important ways from traditional emergency response services as further explained below. You agree to inform any potential users and other third persons who may be present at the physical location where the Service is utilized (whether home or office) as to the important limitations on emergency response service.

   (2) THE EMERGENCY RESPONSE SERVICE WILL NOT RECEIVE AUTOMATED NUMBER AND LOCATION IDENTIFICATION. You acknowledge and understand that when you call 911 using the Service, the local emergency personnel receiving your call will not be able to identify your phone number or the physical address from which you are

calling. You will need to state the nature of your emergency promptly and clearly, including your telephone number and location. You acknowledge and understand that the individual answering the call may not be able to call you back or find your location if the call is unable to be completed, is dropped or disconnected, or if you are unable to tell them your phone number and physical location and/or if the Service is not operational for any reason, including without limitation those reasons listed elsewhere in this Agreement.

(3) EMERGENCY CALLS FROM A LOCATION OTHER THAN YOUR SERVICE ADDRESS MAY NOT BE DIRECTED CORRECTLY TO A LOCAL EMERGENCY SERVICE PROVIDER. You acknowledge and understand that if you use your Equipment and the Service to call 911 from a location other than the Service Address that you have registered with Nextiva (e.g., if you move or use the Service while you are traveling), unless you have completed registration of such location as described in Section 6.e below, your call will not be routed to the correct local emergency service provider. The provider to whom any such 911 calls are routed will be unable to transfer the call to a local emergency service provider in the area from which you are calling.

4. **DISCLAIMER OF LIABILITY AND INDEMNIFICATION**: YOU ACKNOWLEDGE AND UNDERSTAND THAT NEXTIVA WILL NOT BE LIABLE FOR ANY SERVICE OUTAGE AND/OR INABILITY TO DIAL 911 OR ANY OTHER EMERGENCY TELEPHONE NUMBER USING NEXTIVA OR TO ACCESS AN EMERGENCY SERVICE OPERATOR DUE TO THE 911 DIALING CHARACTERISTICS AND LIMITATIONS SET FORTH ABOVE. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS NEXTIVA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS WHO FURNISH SERVICES TO YOU IN CONNECTION WITH NEXTIVA'S VOIP SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE

ATTORNEY FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY OR USER OF THE SERVICE RELATING TO THE FAILURE OR OUTAGE OF THE SERVICE, INCLUDING THOSE RELATED TO 911 DIALING. IN ADDITION, NEXTIVA DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING NEXTIVA'S 911 SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. NEXTIVA DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. NEXTIVA RELIES ON THIRD PARTIES TO ASSIST US IN ROUTING 911 SERVICE CALLS TO LOCAL EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. NEXTIVA DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. NEITHER NEXTIVA NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH NEXTIVA'S VOIP SERVICE MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE NEXTIVA 911 SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM NEXTIVA'S GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS NEXTIVA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH NEXTIVA'S VOIP SERVICE, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO

THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 SERVICE, INCORRECTLY ROUTED 911 SERVICE CALLS, AND/OR THE INABILITY OF ANY USER OF THE SERVICE TO BE ABLE TO USE 911 SERVICE OR ACCESS EMERGENCY SERVICE PERSONNEL. THESE PROVISIONS SUPPLEMENT AND DO NOT LIMIT THE INDEMNIFICATION AND LIMITATION OF LIABILITY PROVISIONS CONTAINED IN NEXTIVA'S TERMS AND CONDITIONS.

5. BY USING NEXTIVA SERVICES YOU AFFIRM THAT YOU HAVE RECEIVED AND UNDERSTOOD THE ADVISORY ABOVE REGARDING THE LIMITATIONS OF NEXTIVA'S 911 SERVICE AND UNDERSTAND THE DISTINCTIONS BETWEEN SUCH SERVICE AND TRADITIONAL 911 OR E911 CALLS AND FURTHER ACKNOWLEDGE AND ACCEPT THAT NEXTIVA'S VOIP SERVICE MAY NOT SUPPORT OR PROVIDE EMERGENCY SERVICE AT ALL TIMES.

2. Last Updated: July 23, 2024

NEXTIVA ACCEPTABLE USE POLICY

1. **Definitions:**
    1. **"Service"** – shall mean the products and services that are being provided to you as described in any Nextiva-accepted quote or order form, including, but not limited to, Nextiva's Unified Communication services (including voice and messaging services), Nextiva Contact Center services, Nextiva collaboration and customer experience services, and related services, features and functionalities, as well as any associated software, hardware or web-based platforms. "Service" shall also include any additional services provided to you as described in any addendum or amendment.

2. **"Device"** – shall mean a Nextiva-provided telephone, telephone adapter ("Adapter"), router, or other Nextiva-provided device used with the Services.
3. **"Fax, SMS, or MMS Broadcasting"** – shall mean sending the same message by fax, SMS, or MMS to six (6) or more recipients at the same time or one after another.

2. **Excessive and Improper Usage.** Nextiva reserves the right to periodically review your usage levels of any Service, including, but not limited to, call volume, data usage, message volume, and API call volume to ensure that you are not using such Service in violation of this AUP and/or the other terms and conditions applicable to that Service. If such an abuse or violation is discovered, Nextiva may, in its sole discretion, suspend, terminate or adjust your service plan and/or assess reasonable usage charges, as appropriate.
    1. You agree to use the Service in a manner consistent with the typical customer presently utilizing Nextiva services of the same or similar nature. You further agree that you will not employ methods, devices or procedures to take improper advantage of the Service, including, but not limited to the excessive use of unlimited plans, or otherwise use the Service for means not intended or permitted by Nextiva. Excessive use is defined by Nextiva as use that substantially exceeds the average volume, nature or duration of calls, data or messages generally used by other Nextiva customers using the same or similar services, or attempting to originate or terminate multiple concurrent phone calls, faxes, or messages through any single line of service. The following types of services are specifically prohibited and may not be accessed through Nextiva’s Service: monitoring services, data transmissions, transmission of broadcasts and transmission of recorded material. Nextiva may suspend or terminate your Service or change your service plan if, in its sole discretion, Nextiva determines that your use of any Service violates this prohibition, is otherwise "unreasonable," or results in abuse of the Service.

2. **We consider your use of our Service to be "unreasonable" and therefore subject to immediate termination if you, among others:**
    1. re-sell, re-brand, re-supply, re-market or commercially exploit our Service, without our written consent;
    2. aggregate traffic from more than one customer over any line or trunk;
    3. set up routing functionality such that only outbound long-distance traffic is sent over the Service; or
    4. engage in any other conduct which is fraudulent, illegal, harassing or results in significant network congestion or degradation, or that may otherwise cause harm to Nextiva or to a third party.
3. **We consider your use of our Service to be "abusive" and subject to immediate termination or adjustment if you, among others, utilize:**
    1. Autodialing (except where expressly authorized by Nextiva in connection with certain Nextiva Contact Center services and when used in accordance with your agreement for those services), predictive-dialing, or robo-dialing;
    2. Continuous, repetitive or extensive call forwarding;
    3. Harassing, threatening or abusive calls, faxes or messages;
    4. Unsolicited calls, faxes or messages if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints;
    5. False information for you or any users of the Service;
    6. Continuous or extensive chat line or conference call participation;
    7. Free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges;
    8. Repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints;
    9. Long duration calls (defined as calls to the same number in excess of four hours (continuous or cumulative) within a 24 hour period)

and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;

10. calls that do not consist of uninterrupted live human voice dialog by and between natural human beings;
11. Continuous call session connectivity;
12. Fax, SMS or MMS Blasting (except where expressly permitted by Nextiva and when used in accordance with your agreement for those services);
13. Telemarketing; Or,
14. Any other activity that would be inconsistent with reasonable business use patterns, causes network congestion or jeopardizes the integrity of Nextiva's network.

4. **SHORT DURATION CALLS:** Nextiva reserves the right to charge all short duration calls (calls under 10 seconds in length) a ten-cent (10¢) per call assessment if Nextiva determines, in its sole discretion, that you have an excessive volume of calls that consist of such short duration calls. You agree that calls, as defined herein for billing purposes, shall include all call traffic when accepted by Nextiva or its underlying carriers for termination whether such calls are terminated or not for any reason ("incomplete calls"). Nextiva will bill you for all calls completed to Nextiva's facility or equipment or that of Nextiva's underlying carriers regardless if the call is completed to the called party. Accordingly, you understand your obligations regarding incomplete calls and agree that Nextiva shall incur no liability as a result of or, in relation to, said incomplete call.

3. **Lawful purposes only.** You may not use our Service or your Device in any way that is illegal, improper or inappropriate. A non-exhaustive list of examples of illegal, improper or inappropriate uses of our Service and/or Devices includes:
    1. Interfering with our ability to provide Service to you or other customers, or avoiding your obligation to pay for the Service within the time frame designated for payment.

2. Use of the Service to threaten, abuse, harass, defame, deceive, defraud, interfere or invade another's privacy or engage in any similar behavior.
3. Use our Service or your Device for: auto-dialing (except as expressly permitted by Nextiva); continuous, repetitive or extensive call forwarding, telemarketing (including charitable or political solicitation or polling), fax or voicemail broadcasting or blasting.
4. Use our Service or your Device to: impersonate another person; send bulk unsolicited messages; use robots, data mining techniques, or other automated Devices or programs to catalog, download, store, or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service.
5. Violate any law, rule, or regulation; violate any third party's intellectual property or personal rights; or exceed your permitted access to our Service.
6. Use the Service for transmitting or receiving any communication or material of any kind which would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law or encourage conduct that would constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, state, national or international law.

4. **Further Restrictions on Use of Services.** You agree that you will not, nor will you allow any third-party to:
    1. Analyze, decompile, disassemble, decrypt or reverse engineer, or cause a third-party to analyze, decompile, disassemble, decrypt or reverse engineer any portion of the Service;
    2. Modify or make derivative works of or from any part of the Service;
    3. Derive or attempt to derive the source code for any portion of the Service;
    4. Access the Service for purposes of creating or modifying a competing service, software, or other offering;
    5. Use or access any portion of the Services that is not included in the Services that you purchased or after the termination of your Services;

6. Bypass, circumvent, defeat, disable, or exploit any security mechanisms or other limitations of any nature placed on your use of the Services; or,
7. Use the Services in a manner not expressly permitted.

5. **Nextiva Contact Center Autodialer/Predictive Functionality.**
    1. Nextiva Contact Center Autodialer/Predictive Functionality (the “Autodialer Functionality”) may only be used in connection with service offerings that explicitly include this functionality. Except where expressly authorized by Nextiva in writing, you may not utilize any autodialer and/or predictive feature, functionality or service in connection with the Service.
    2. You agree to use the Autodialer Functionality strictly in compliance with all applicable federal, state and local laws and regulations, as well as with all applicable “Do Not Call” registries. You further agree that you will obtain and maintain any and all required consents necessary to utilize the Autodialer Functionality, including but not limited to maintaining the consent of each recipient of such calls, where and as required.
    3. Prior to utilizing the Autodialer Functionality and on a reasonable basis thereafter, you agree to consult with competent legal counsel in the jurisdiction in which you operate and any jurisdictions to which you place calls utilizing the Autodialer Functionality to confirm your use is in accordance with all applicable laws and regulations. You agree that you will implement and maintain any and all controls, processes, procedures, requirements and/or other recommendations made by such counsel at all times while using the Autodialer Functionality.
    4. Upon request, you further agree to provide Nextiva, for its review, a copy of any and all scripts you utilize in connection with the Autodialer Functionality. Nextiva’s review of any such script(s) shall not be construed as approval of the contents thereof or your specific use case, or as a waiver to any rights that Nextiva has regarding your use (or misuse) of the Autodialer Functionality.
    5. Nextiva reserves the right to suspend or terminate your Service if it reasonably believes that your use of the Autodialer Functionality violates

your agreement with Nextiva, this Acceptable Use Policy, compromises the security of Nextiva's services and/or network, or otherwise may, in Nextiva's sole discretion, cause or potentially cause harm to Nextiva or any third-party.

6. **SMS Campaign Registration.** In order to utilize Nextiva Services to send text messages, you are required to register and submit campaign information for all phone numbers used for texting in accordance with applicable laws, rules, regulations and policies. Failure to register will result in texting/SMS being disabled on your account.
    1. You agree to take proactive steps to monitor and prevent unwanted, harmful and prohibited message content, including, but not limited to content that:
        1. Is unlawful, harmful, abusive, malicious, misleading, harassing, violent, obscene/illicit, or defamatory
        2. Is deceptive (e.g., phishing messages intended to access private or confidential information), including deceptive links
        3. Invades privacy
        4. Promotes illegal activity
        5. Causes safety concerns
        6. Incites harm, discrimination, hate or violence
        7. Includes malware
        8. Threatens recipients or intended to intimidate
    2. You understand and agree that certain use cases (e.g. high-risk financial services, "get rich quick" schemes, debt forgiveness, job postings, controlled substances, and other disallowed uses) are ineligible for campaign registration and that you will not advertise any such services or engage in any such use cases in connection with SMS and/or MMS messaging utilizing the Service.
    3. Registering a campaign does not modify your obligations to comply with all laws and regulations applicable to your use of SMS and MMS. You agree that your use of SMS and MMS services will be, at all times, in

accordance with all applicable laws and regulations, including, but not limited, to any and all requirements to obtain consent of the recipient to the messaging and “opt-out” requirements.

7. **Right of Termination.** In addition to Nextiva’s right to terminate any service for non-payment, Nextiva reserves the right to terminate the Service immediately and without advance notice if Nextiva, in its sole discretion, believes that you have violated any of the above restrictions, leaving you responsible for the full charges to the end of the current term, including without limitation unbilled charges and early termination fees, plus a disconnect fee and any penalties, all of which immediately become due and payable.
8. **Monitoring.**We may monitor the use of our Service for violations of this agreement. We may, without liability, remove or block all communications if we suspect a violation of this agreement, or if we think it necessary in order to protect our services, or Nextiva, its parent, affiliates, directors, officers, agents, and employees from harm. We may further monitor the contents of your communications (including, but not limited to, SMS and MMS messages) for compliance with the terms of your agreement with Nextiva and applicable laws and regulations.
    1. **Providing information to authorities and third parties.** If we believe that you have used our Service or your Device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP address(es), email address(es), registered 911 address, and all other account information, as follows: in response to law enforcement or other governmental agency requests; as required by law, regulation, rule,

subpoena, search warrant, or court order; as necessary to identify, contact, or bring legal action against someone who may be misusing the Service, the Device, or both; to protect Nextiva's rights and property; or in emergency situations where disclosure of such information is necessary to protect Nextiva customers or third parties from imminent harm.

2. **Use of Service and device by Customers Outside the United States.** While Nextiva encourages use of the Service within the United States to other countries, Nextiva does not presently offer or support the Service to customers located in any countries other than the United States. Nextiva's services are only for use by persons or entities whose primary residence or business address is in the United States. Nextiva's services are designed to work generally with unencumbered high-speed internet connections. However, if the high-speed internet connection you are using is outside the United States and/or your ISP places restrictions on the usage of the Service, Nextiva does not represent or warrant that use of the Service by you is permitted by any other jurisdictions or by any or all the ISPs. If you remove the device to a country other than the United States or use the Service from there, you do so at its own risk, including the risk that such activity violates local laws in the country where you do so. You will be solely responsible for any violations of local laws and regulations or violations of ISP terms of service resulting from such use. Nextiva reserves the right to disconnect the Service immediately if Nextiva determines, in its sole and absolute discretion, that you have used the Service or the Device in violation of applicable laws, including without limitation laws of jurisdictions outside the United States. You are solely liable for any and all use of the Service and/or Device by any person making use of the Service or Device provided to you.
3. **No Transfer of Service.** You may not resell, assign, distribute, sublicense or otherwise transfer your Service or your Device or provide a telephone service to anyone else by using your Nextiva service or features of your Nextiva service without first obtaining our prior written consent.

4. **No Alterations or Tampering.** If you copy or alter or have someone else copy or alter the firmware or software of the Device in any way that facilitates a compromise of your service, you are responsible for any charges that result. You may not attempt to hack or otherwise disrupt our Service or make any use of our Service that is inconsistent with its intended purpose.
5. **Theft of Service.** You may not use or obtain our Service in any manner that avoids Nextiva policies and procedures, including an illegal or improper manner. You will notify us immediately in writing if your Device is stolen or if you believe that your Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you notify us of one of these events, you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of Service. If you fail to notify us in writing in a timely manner, we may disconnect your service and levy additional charges on you. Until you notify us in writing, you will remain liable for all use of our Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service up through the date notice is received by Nextiva.

Last Updated: July 9, 2024

CANCELLATION POLICY

You may cancel your Nextiva Services at any time by providing Nextiva with a notice of your intent to cancel by sending an email to service@nextiva.com or calling our Customer Care Department at 1-800-983-4289.

1. **Money Back Guarantee.** If you are unsatisfied with your Nextiva Services for any reason in the first 30 days after your initial sign up, under the condition that:

(a) you have not used over 50% of the allowed minutes of voice calling in your metered subscription plan or 500 minutes in an “unlimited” plan for UCaaS (VoIP) Services; (b) you have not used over 50% of your allowed pages in a metered subscription plan or 500 faxed pages in an “unlimited” plan; (c) you did not receive a free device; (d) you are not subject to a minimum commitment contract (such as a Nextiva Service Agreement); (e) you have not used any Digital Customer Engagement and/or Contact Center Services; and, (f) you are not otherwise in breach of the terms and conditions applicable to your Services, you may cancel and be eligible for a refund of equipment, activation and subscription fees. Shipping and handling charges are not refundable. Refunds for devices where an RMA was requested within the 30-day period will be made in full if the devices are in "returnable" condition and the device is returned within 7 days of the RMA date. Returnable condition requires the item to be in new condition, in the original packaging and all parts and documentation received. Return shipping is the customer responsibility.

Our money back guarantee does not apply to customers who received a free device, minimum commitment contracts, any charges for international usage, payphone calls to Nextiva toll free numbers, and directory assistance or fax page usage. Our money back guarantee also does not apply to any renewals or add-on lines or services added after your initial order. In addition, we may not be able to refund all of the taxes that you paid. Nextiva will use commercially reasonable efforts to refund promptly any charges (less any amounts that you owe to us) to your account following the return of your device. If your device is not returned within 14 days from the RMA date, Nextiva will refund you for all eligible charges except for the device charges. Once the device is returned, the device charges will be refunded less any applicable restock fee.

A charge for the retail price of any device will be made to the customer's account if the device is not returned within 14 days of the RMA date.

WE HAVE THE RIGHT TO REVOKE THE MONEY BACK GUARANTEE FOR ALL CUSTOMERS AT ANY TIME WITHOUT PRIOR NOTICE.

The 30-Day Money Back Guarantee does not apply if you are found to be in

violation of our terms of service or if you have taken advantage of the guarantee in the past.

2. **Termination After 30 Days (Month-to-Month Agreements).** Upon termination of service after the initial 30 days, the termination will be effective on the last day of the first billing period that is at least 30 days after notice of termination is given (not applicable to minimum commitment contracts). At any time, and for any reason, Nextiva may provide a refund, discount, or other consideration to a Nextiva customer ("Credit"). The amount and form of a Credit, and the decision to provide them, are at Nextiva's sole and absolute discretion. The provision of a Credit in one instance that does not entitle you to a Credit in the future for similar instances, nor does it obligate Nextiva to provide a Credit in the future, under any circumstances. Equipment is not returnable or refundable after the 30-Day Money Back Guarantee period. Non-usage of service does not constitute cancellation of service nor does it extend the 30-Day Money Back Guarantee period.
3. **Minimum Commitment Contracts.** In the event you signed up for a minimum term commitment contract, in addition to any disconnect fee, you will be responsible for all charges for the entirety of the then-current term and authorize Nextiva to bill these fees to your payment method (credit card). The 30-Day Money Back Guarantee does not apply to any executed minimum commitment contract.
4. **Porting.** You may be able to take, or "port," your current number to another service provider. Once your port is completed through your new service provider, you must email service@nextiva.com to cancel your Nextiva Service. Until you cancel service with Nextiva, you will remain a Nextiva customer, and you will continue to be responsible for all charges and fees associated with your Service. If you cancel your Service prior to completion of the port, your Service will not work and your number may not be available for porting. Your account must be active and in good standing in order to port out your number.

Last Updated: July 23, 2024

NEXTIVA SERVICE DELIVERY TERMS AND CONDITIONS

SIGNING UP FOR NEXTIVA'S SERVICE DELIVERY SERVICES CREATES A CONTRACT BETWEEN YOU AND US, CONSISTING OF THE ORDER, ORDER FORM OR QUOTE, THE APPLICABLE SERVICE DELIVERY DESCRIPTION, ANY APPLICABLE STATEMENT OF WORK, ANY RELATED TERM SERVICE AGREEMENT AND THIS AGREEMENT. ANY ONE OF THE FOLLOWING ACTIONS CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THESE TERMS AND CONDITIONS: (1) ACCEPTING THE TERMS AND CONDITIONS ELECTRONICALLY DURING THE ORDERING PROCESS AND/OR UPON LOGGING ON TO USE YOUR SERVICE, (2) YOUR SUBMISSION OF AN ORDER OR ACCEPTANCE OF A QUOTE CONTAINING SERVICE DELIVERY SERVICES, (3) YOUR EXECUTION OF A NEXTIVA SERVICE AGREEMENT OR ANY OTHER AGREEMENT INCORPORATING THESE TERMS AND CONDITIONS, AND/OR (4) YOUR REQUEST FOR OR RECEIPT OF SERVICE DELIVERY SERVICES. THROUGH THESE ACTIONS YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT AND ALL TERMS AND CONDITIONS INCORPORATED BY REFERENCE IN THIS AGREEMENT.

1. **INTRODUCTION.** These Nextiva Service Delivery Terms and Conditions, together with any operating rules, policies, price schedules, terms and conditions, Service Delivery Descriptions, Statements of Work, Orders, Order Forms, Quotes, Term Service Agreements, or other supplemental documents expressly incorporated herein by reference and published from time to time (collectively, the "Agreement"), constitutes the entire agreement between Nextiva, Inc., a Delaware corporation (hereinafter referred to as "we," "us" or "Nextiva") and the party set forth in the related Order, Order Form, or Quote (hereinafter referred to

as “you,” “user” or “Customer”), regarding Nextiva’s provision of Service Delivery Services (as defined in Section 2.7 of this Agreement), and supersedes all prior agreements, discussions and writings between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, the term “Nextiva” includes our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes Service Delivery Services to you in connection with this agreement.

2. **DEFINITIONS**.
    1. **"Custom Service Delivery Services"** means customized service delivery services, the scope of which is defined by a separate Statement of Work that outlines the specific tasks that Nextiva will undertake and the fees that you will pay for those services.
    2. **"Documentation"** means user manuals and other documentation relating to the Service and/or Service Delivery Services, which are available to Customer by Nextiva accessible via the Internet or in the form of printed media.
    3. **“On-Site Location”** shall mean a Customer location within the contiguous United States at which Nextiva will provide Service Delivery Services.
    4. **"Order" or "Order Form" or "Quote"** means the Nextiva-approved form or online subscription process by which you agree to purchase Service Delivery Services. Most Orders are completed through our online quoting process or through the acceptance of a Quote.
    5. **"Service"** means the products and services that are being provided to you as described in any Order, Order Form, or Quote and made available online by us, including, but not limited to, the Nextiva platform, communication services, collaboration services, analytics, customer relations management system, contact center services, and any associated services, software, hardware or web-based platform, as described in the Documentation. “Service” excludes Content and third-party applications.

6. **"Service Delivery Description"** means the description of specific service delivery services, as set forth on Nextiva's website (www.nextiva.com) (the "Website"), that you engage Nextiva to provide to you through either an Order, Order Form, or Quote. Service Delivery Services that are outlined in a Service Delivery Description may also be referred to herein as "Standard Service Delivery Services."
7. **"Service Delivery Services"** means Standard Service Delivery Services and/or Custom Service Delivery Services related to the Service.
8. **"Software"** means any proprietary software owned by, licensed by, or which Nextiva has a right to sublicense under this Agreement, which software is either provided to Customer by Nextiva or is used in or used to provide the Service.
9. **"Statement of Work"** means documentation describing the specific customized scope of service delivery services that Nextiva will provide with you as well as the fees therefor, which fees may be detailed in an Order, Order Form, or Quote that is incorporated into the Statement of Work. A Statement of Work includes a change order to another Statement of Work.

3. **REVISIONS TO TERMS AND PRICING**. From time to time, we may revise the terms and conditions of this Agreement (including, without limitation, any of the policies incorporated by reference). Notice of revisions to the Agreement shall be posted on the Nextiva Website ("the Website") and deemed given and effective on the date posted to the Website. Pricing is also subject to change at any time, including the hourly rate charged by Nextiva for additional Service Delivery Services (except that any fixed fees for one-time Service Delivery Services already agreed to between you and Nextiva shall not be subject to change), with or without notice. By continuing to engage Nextiva for the Service Delivery Services after revision(s) and/or pricing changes are in effect, you hereby accept and agree to all such revisions and/or pricing changes.
4. **ELIGIBILITY**.
    1. In order to receive Service Delivery Services, you must:

1. Have adequate licenses and/or rights to use the Service(s) associated with the Service Delivery Services and be in compliance with all legal and contractual obligations related thereto;
2. Be at least eighteen (18) years old and able to enter into contracts;
3. Complete the registration process;
4. Agree to these terms and conditions; and
5. Provide true, complete, and up to date contact information.

2. By engaging Nextiva to provide the Service Delivery Services, including by accepting an Order, Order Form or Quote or by signing a term service agreement, you represent and warrant that you meet all the requirements listed above.

5. **USE OF SERVICE**. Use of any Service is subject to the terms and conditions associated with each such Service.
6. **SERVICE DELIVERY SERVICES FEES**. Service Delivery Services may be purchased by placing an Order with us, agreeing to an Order Form, accepting a Quote, or executing a Statement of Work. All Service Delivery Services will be subject to the terms of this Agreement.
    1. If you purchase Standard Service Delivery Services, Nextiva agrees to deliver to you the Service Delivery Services described in the Service Delivery Description, subject to your payment of all applicable fees.
        1. Nextiva reserves the right to change or modify the Service Delivery Description, including its pricing at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing or future customers. Except for changes in hourly pricing for additional Service Delivery Services not yet performed, any change to the Service Delivery Description shall not, however, modify the scope of the Service Delivery Services or pricing of any Standard Service Delivery Services for which you have already accepted an Order, Order Form, or Quote.
        2. Nextiva may offer additional Standard Service Delivery Services for specific integrations or that otherwise expand base Service Delivery

Descriptions at an additional fee via an Order, Order Form, or Quote. The scope of any such integration shall be outlined on the Website and incorporated, where accepted, into this Agreement.

2. If you purchase Custom Service Delivery Services, Nextiva agrees to deliver to you the Service Delivery Services described in the separate Statement of Work between you and Nextiva, subject to your payment of all applicable fees.
3. Fees for these Service Delivery Services are in addition to any fee charged for the Service. Any and all Service Delivery Services fees will be due when invoiced unless otherwise agreed in writing by Nextiva. Service Delivery Service fees shall not be subject to any promotions, including discounted or complimentary months of service.
4. If any fee for Service Delivery Services is payable by you in monthly installments over the term of a term service agreement or otherwise, your obligation to pay that fee is absolute and not subject to set off. Further, if your Service is terminated prior to the end of the initial term or minimum commitment period, you shall be obligated to immediately pay the balance due for the remaining installments of the Service Delivery Services fees.
5. Service Delivery Services are non-cancellable and all fees for Service Delivery Services are non-refundable.

7. **TIMING AND EXPIRATION OF SERVICE DELIVERY SERVICES**.
    1. If there are a specific number of hours included with the Service Delivery Services, those hours will expire as indicated in the applicable Service Delivery Description or Statement of Work, which expiration period will commence upon purchase (the “Expiration Period”). You agree that, if additional service hours above and beyond the hours included with the Service Delivery Services are performed, you will pay to Nextiva, immediately upon invoice, the then-current hourly overage rate for each hour, or fraction of an hour, of service provided to you by Nextiva in excess of the included, unexpired hours. You agree that Nextiva may charge your payment method for any excess hours. You further agree that

the prevailing hourly overage rate is subject to change, with or without notice.

2. If there are deliverables that Nextiva agrees to perform included in the Service Delivery Services, it is estimated that those deliverables will be completed within the time period indicated as the delivery period in a Statement of Work or as agreed upon in the initial kickoff meeting (the "Delivery Period"). If the Service Delivery Services provided are not complete at the end of the Delivery Period due to your failure to make the necessary resources available to us or to perform your obligations, such Service Delivery Services will be deemed to be complete at the end of the Delivery Period, unless otherwise agreed in writing by Nextiva. If the Service Delivery Services provided are not complete at the end of the Delivery Period due to our failure to make the necessary resources available to you or to perform our obligations, the Delivery Period will be extended to allow us to complete such Service Delivery Services.
3. Customer understands that Nextiva allocates, assigns and schedules resources to perform the Service Delivery Services based upon the schedule agreed to with the Customer. Except to the extent caused solely by Nextiva's actions or omissions, once scheduled, Customer shall be responsible for payment of an additional fee, as determined by Nextiva in its sole discretion, for any meeting, training, conference, or other scheduled event that is canceled or rescheduled, including, but not limited, to any such event canceled or rescheduled as a result of (1) Customer's request for cancellation or rescheduling of said event; (2) Customer's failure to adequately prepare for said event, including, but not limited to, through a failure to timely and accurately complete any Customer actions required in advance of said event; and/or (3), that Customer and its necessary assigned Customer resources fails to timely attend.
4. Unless otherwise agreed by Nextiva in writing, the Service Delivery Services shall be deemed complete fifteen (15) days after the substantial completion of the Customer's build or other associated deliverable, as

determined by Nextiva in its sole discretion. Any further Service Delivery Services after completion of the Service Delivery Services shall require a separate Order, Order Form, Quote, or Statement of Work.

8. **LOCATION AND DELIVERY OF SERVICE DELIVERY SERVICES**.
    1. Remote Services. Unless otherwise (a) contained in the Service Delivery Description or Statement of Work; (b) contained explicitly in an Order, Order Form or Quote; or (c) agreed in writing by Nextiva, all Service Delivery Services will be delivered to you remotely and will include telephonic and remote access consulting services and coordination for the Service Delivery Services. Nextiva shall determine, in its sole discretion, the manner and means by which the Service Delivery Services shall be performed. Nextiva shall determine: (a) the appropriate location, place, and time of such performance; (b) the equipment and tools that shall be used in connection with such performance; and (c) the personnel and staffing (including without limitation employees or third-party subcontractors) that shall be used for such performance.
    2. On-Site Service Delivery Services. Nextiva will provide on-site Service Delivery Services to the initially contracted number of On-Site Locations identified in your Statement of Work, Order, Order Form, and/or Quote. Each On-Site Location shall include Service Delivery Services for up to thirty (30) devices, with not more than one device assigned per user, not to exceed one (1) day, during Nextiva's regular business hours of up to six (6) hours, of on-site services per location. Additional users at a specified On-Site Location, extended on-site time at a location, and/or additional On-Site Locations may be available to Customer for an additional fee and requires your agreement to a new or amended Statement of Work, Order, Order Form, Quote, or Change Order.
    3. User and Location Quantities; Additions. Nextiva will provide Service Delivery Services for the number of users and locations included in your Statement of Work, Order, Order Form, and/or Quote. Any addition of users and/or locations beyond the initially contracted amount will result in

an additional fee, irrespective of whether or not the addition of users and/or locations will result in the total user and/or location quantity exceeding any cap for the applicable Service Delivery Services. You agree that if Service Delivery Services are performed for additional users and/or locations above and beyond the initially contracted quantity, you will pay to Nextiva, immediately upon invoice, the then-current per user and/or per location fee for any and all users and/or locations in excess of the initially contracted quantity, even if the total quantity of users and/or locations is below the maximum cap included with the applicable Service Delivery Services. You agree that Nextiva may charge your payment method for any excess users and/or locations.

4. Change Orders. In the event Customer requests a change in any of the specifications, requirements, or scope of the Service Delivery Services, the Customer must notify Nextiva by written notice proposing the applicable changes. Within five (5) business days, both parties shall meet to discuss the proposed changes ("Change Request Meeting"). If the proposed changes require, in Nextiva's sole discretion, revision to the Agreement and/or payment of any additional fees, Nextiva will provide a written change order or an Order, Order Form, or Quote for the additional scope of Service Delivery Services (each a "Change Order") for Customer's approval. Nextiva shall not commence any additional work unless and until the Customer approves the Change Order and paid any and all fees related thereto.
5. Third-Party Providers. We might provide some or all elements of the Service Delivery Services through third-party service providers and contractors/sub-contractors, in our sole discretion.
6. Changes in Staffing. We reserve the right to change the staffing of the assigned project team in our sole discretion.

9. **THIRD-PARTY PRODUCTS AND SERVICES**. The Service Delivery Services do not include warranty, repair, technical or troubleshooting service or any other service for third-party products, software or services. Where applicable, Nextiva

may act as a facilitator between you and a third-party vendor to obtain third-party support service or support that you may be entitled to receive pursuant to your agreements with those vendors. You are solely responsible for any costs associated with third-party services that you obtain, and you agree to indemnify and hold Nextiva harmless for any claims related to those third-party products, software or services.

10. **SUPPORTED SOFTWARE.** Nextiva may, in its sole discretion, require you to maintain Software at Nextiva-specified minimum release level or configurations. You further understand and agree that you must install software patches, updates or subsequent releases as directed by Nextiva to keep your systems eligible for the Service Delivery Services.
11. **EXCLUSIONS**. The Service Delivery Services do not cover or include any services not explicitly listed in the Service Delivery Description, Statement of Work, Order, Order Form, or Quote. If not already specified in a Statement of Work, the specific scope of Service Delivery Services will be outlined during a kickoff meeting. Further, Nextiva shall in no event be required to do any of the following: (a) anything that could, in Nextiva's reasonable discretion, endanger its personnel, agents, or others; (b) perform the Service Delivery Services outside the United States or in any language other than English; (c) configure end-point IP devices that Nextiva has not expressly certified as compatible with the Service; (d) move any furniture, equipment, or other material heavier than forty (40) pounds; (e) transport Customer equipment or other materials (including telephones) to, from, or between areas or sites; (f) perform the Service Delivery Services outside of regular business hours (Monday through Friday 8 am to 5 pm local time, excluding holidays), unless otherwise agreed to in writing by Nextiva; (g) make changes to Customer's network; or (h) implement anything other than the Service Delivery Services agreed to by Nextiva. Customer acknowledges and agrees that in the event that Nextiva elects, in its sole discretion, to implement and/or provision uncertified devices, such provisioning may be unsuccessful, cause delays, and/or require changes to the implementation timeline.
12. **CUSTOMER RESPONSIBILITIES**.

1. You agree to follow the instructions Nextiva provides and where applicable, before you ask Nextiva to provide the Service Delivery Services you agree to follow the problem determination, problem analysis, and service request procedures that Nextiva provides.
2. You agree to cooperate with Nextiva to see to it that the Service Delivery Services are successfully completed.
3. You agree to allow Nextiva reasonable access to your computers, servers, or other data that Nextiva deems, in its sole discretion, necessary to perform the Service, and you represent and warrant to Nextiva that you have obtained permission for both you and for Nextiva to access and use such computers, servers and data. If you have not already obtained such permission, you agree that you will obtain it, at your expense, before you ask Nextiva to perform the Service Delivery Services.
4. You agree to make available, in a timely manner, all technical data, facilities, programs, files, documentation, test data, sample output, or other information and resources reasonably required by Nextiva and to provide services and access to equipment and all supporting infrastructure, including network connectivity and power supply requirements that Nextiva may reasonably require for the performance of the Service Delivery Services.
5. In order to receive the Service Delivery Services, you must fulfill all customer responsibilities detailed in this Agreement, the Service Delivery Description, and the Statement of Work. Please read and understand all of your obligations. If you fail to fulfill each of the customer responsibilities, Nextiva will not be obligated to perform the Service Delivery Services, or there may be an additional charge for the Service Delivery Services.
6. You understand and agree that Nextiva is not responsible for any lost or corrupted software or data. Nextiva strongly recommends that you maintain a complete data backup and disaster recovery plan.

7. Cooperation. You will cooperate reasonably and in good faith with Nextiva in Nextiva's performance of the Service Delivery Services by, without limitation:
    1. Allocating sufficient resources and timely performing any tasks reasonably necessary to enable Nextiva to perform the Service Delivery Service;
    2. Timely delivering any materials and other obligations required under this Agreement;
    3. Timely responding to Nextiva's inquiries related to the Service Delivery Services;
    4. Assigning an internal project manager or equivalent to serve as a primary point of contact for Nextiva. This person shall have the technical background sufficient to effectively perform requirements for data gathering and design and to reasonably assist with Nextiva's performance of the Service Delivery Services, including, but not limited to, the generation of the scope of the Service Delivery Services and the implementation timeline;
    5. Actively participating in scheduled project meetings;
    6. Providing, in a timely manner and at no charge to Nextiva, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to Customer's appropriate and knowledgeable employees and agents, and continuous administrative access to Customer's Online Service account, and coordination of onsite, online and telephonic meetings all as reasonably required by Nextiva; and
    7. Complete, accurate and timely information, data and feedback all as reasonably required.
    8. In the event that Nextiva has made a request and you have not responded in a reasonable, timely manner with the requested information, Nextiva may issue a "Final 10-Day Project Notice" ("Final Notice") to you. If you do not respond as requested to the

Final Notice, you agree that Nextiva shall be relieved of any further obligations to perform the Service Delivery Services, including any incomplete Service Delivery Services. In addition, all fees associated with the Service Delivery Services shall be considered earned in full as of the expiration of the ten (10) day period set forth in the Final Notice. Any and all Service Delivery Services requested by you after the expiration of this ten (10) day period will require you and Nextiva to enter into a new Order, Order Form, Quote or Statement of Work, and you shall be responsible for any additional fees contemplated thereunder, even if listed in the original Order, Order Form, Quote or Statement of Work.

8. You are responsible for validating the implementation and data related to the Service Delivery Services.
9. You are responsible for submitting all documentation, information and data necessary to complete porting of your telephone numbers. Due to dependencies outside of Nextiva's direct control, porting is not considered a criteria of success to determine the completeness of the Service Delivery Services. Where and as applicable, You are also responsible for setting up any call forwarding services to your Nextiva account.
10. You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Service, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.
11. If Customer requires the Nextiva staff providing the Service Delivery Services to undergo specified training or education prior to or during the course of the provision of the Service Delivery Services, Customer shall pay any and all costs associated with said training and/or education,

including, but not limited to, any program fees, materials, and travel expenses.

12. You acknowledge that Nextiva may develop for itself, or for others, content similar to the materials and processes developed in performing the Service Delivery Services, and nothing contained herein precludes Nextiva from developing or disclosing such materials and information, provided that the same does not contain or reflect Customer confidential information. You further acknowledge and agree that the Service Delivery Services are for your use with the Services only. In no event shall you allow third parties to access or use the Documentation or other materials provided to you by Nextiva.
13. All Service Delivery Services shall be performed remotely, unless agreed in writing by Nextiva. If the Service Delivery Services will be performed on-site at a location designated by you, such onsite visits must include budgeted travel and expenses, unless otherwise approved in advance by Nextiva. Any Service Delivery Services fees for onsite Service Delivery Services, including any such fees in a Quote, Order, Order Form and/or Statement of Work, are exclusive of travel and expense fees associated with said Service Delivery Services. Travel and expense fees will be separately invoiced to Customer upon completion of the associated on-site services. The following responsibilities apply to Customers who are receiving Services on-site:
    1. Safe Work Environment. Customer shall maintain and ensure a safe working condition on all sites visited by Nextiva personnel in connection with this Agreement and shall promptly inform Nextiva of any hazardous conditions at any such site prior to any visit by Nextiva personnel.
    2. Customer Pre-Service Delivery Internal Check. Customer is not required to perform any equipment, resources, or system or network configuration change that Nextiva recommends; however, Customer acknowledges and agrees that failure to do so could

prevent or impede Nextiva's performance of the Service Delivery Services or result in performance issues. Any delay or additional Service Delivery Services arising from or otherwise related to Customer's failure to perform and/or implement any changes as outlined in this Agreement may result in the assessment of additional fees in Nextiva's sole discretion.

3. Customer Site Information. At least thirty (30) days prior to a site visit or as otherwise agreed in the Statement of Work, Customer's project manager shall provide to Nextiva's project manager the following information for the site to be visited: (a) In Microsoft Excel format, the first and last name, extension number, and email address of each User for which the services described in the Statement of Work are to be implemented at the site and any other information required to configure the services; (b) written or illustrated diagrams of dial plans and data and call flows; (c) information related to configurations, equipment, and deployment requirements for the site, as requested by Nextiva; and (d) the name and contact information for both a primary and backup contact for the site.
4. Customer Network. Customer acknowledges and agrees that the Service Delivery Services require a high-performance network and broadband Internet connection for optimum performance, and that anything less may result in undesirable performance of the Service and/or Service Delivery Services. Customer shall, prior to each site visit, perform network readiness testing at the site and shall ensure that the network and broadband Internet services and connection for that site are configured and ready for transporting toll-quality voice.
5. Customer Site Responsibilities. Customer shall be responsible for providing Nextiva with access to Customer's system administrators

and other personnel relevant to the implementation of the Service Delivery Services during each site visit.

13. **TAXES AND FEES**.
    1. **Taxes.** Customer is responsible for, and shall pay, any and all applicable federal, state, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility and other taxes, fees and charges now in force or enacted in the future, that arise from or as a result of the Service Delivery Services. Such amounts are in addition to payment for the Service Delivery Services and will be billed to you. If Customer is exempt from payment of such taxes, you will provide Nextiva with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Nextiva receives such certificate.
    2. **Returned Check Fee.** Nextiva may charge up to the maximum amount permitted by law if your banking institution dishonors or reverses a check, draft, or other payment.
14. **BILLING AND PAYMENT**.
    1. **Prices and Fees.** Nextiva fees and charges for the Service Delivery Services are supplied to you during the ordering process unless otherwise provided for in this Agreement. You agree to pay all applicable one-time and recurring charges. You further agree that any taxes and other charges will be charged to your credit card. Recurring charges will be billed and automatically charged to your credit card immediately upon your engagement of Nextiva for Service Delivery Services.
    2. **Billing.** We will charge you in advance for the Service Delivery Services that you order, including for any Change Orders and estimated hourly overage fees. Unless otherwise agreed by Nextiva, fees for Service Delivery Services (including any associated taxes, fees and surcharges) must be paid in full prior to your receipt of said services.

       When you engage us to provide Service Delivery Services, you must give

us a valid email address and a payment method (credit card) that we accept.

YOU AGREE THAT WE MAY CHARGE YOUR CREDIT CARD (IF APPLICABLE) FOR ALL AMOUNTS DUE TO US WITHOUT ADDITIONAL NOTICE OR CONSENT. If you are paying with a credit card, you agree to provide a credit card and not a debit card. If your card is a combination credit card/debit card, you authorize us to use it as a credit card. If your issuing bank automatically provides us with an updated credit card, you agree that we may charge this new credit card for all amounts due to us without additional notice or consent. You also agree to indemnify us for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable). If your credit card is declined, is invalid or payment is not made by the issuer of your credit card at the time that a charge is attempted, you will not be able to receive Service Delivery Services until your account is paid in full.

We reserve the right to stop accepting your payment method or your payments. You must advise us at once if your payment method expires, you close your account, your billing address changes, your email address changes, or your payment method is cancelled and replaced on account of loss or theft. Bills will be posted to the customer portal and emailed to the email address on record. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (i) one and a half percent (1.5%) per month; or (ii) the highest rate allowed by law. Nextiva's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way Nextiva's rights to collect any amount due. Nextiva may terminate the Services and this Agreement and may discontinue providing Service

Delivery Services for non-payment if any fees or charges are not paid by the due date.

3. **Payment.** You authorize us to collect any and all fees related to the Service Delivery Services that you order from your payment method. This authorization will remain valid until thirty (30) days after you terminate our authority to charge your payment method.
4. **Discontinuation of Service Delivery Services for Nonpayment.** The Service Delivery Services provided to you may be denied or discontinued without notice at any time in the event you fail to make a payment, your credit card provider denies or discontinues providing credit to you for any reason, or you fail to provide us with a new credit card expiration date before the existing one expires. If your payment method fails for any reason during the ordering process, or any regular or monthly billing process, you will have 24 hours to provide Nextiva your payment method including credit card information, if applicable. If the payment method issue is not resolved within 48 hours, Nextiva will cease providing Service Delivery Services. In the event Nextiva utilizes a collection agency or resorts to legal action to recover monies due, you agree to reimburse us for all expenses incurred to recover such monies, including attorneys' fees.
5. **Collection.** If we discontinue the Service Delivery Services as a result of your actions and/or omissions, including any breach of this Agreement or any breach related to your Service, you will remain liable to us for all charges under this agreement and all the costs we incur to collect these charges, including, without limitation, collection costs and attorney's fees. You also agree to pay any additional charges or fees applied to your billing account related to the collection of any unpaid amounts, including but not limited to, interest and charges due to insufficient credit.
6. **Notices.** You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E to receive ten (10) days advance notice from us regarding the amount that

we will debit from your account. While we may send you messages about your billing from time to time, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

7. **Billing Disputes.** You must notify Nextiva in writing within seven (7) days after receiving your credit card statement or from the time funds are debited from your bank account if you dispute any Nextiva charges on that statement or that have been debited from your account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: billing@Nextiva.com. Nextiva will charge a late fee as described in in this Agreement for a disputed amount if (1) it was not paid by the due date and (2) Nextiva determines that you disputed the charge in bad faith.
8. **Incidental Expenses.** You agree to reimburse Nextiva for reasonable travel, administrative, and out-of-pocket expenses incurred in connection with the Service Delivery Services, including without limitation reasonable travel, lodging, meals and telephone expenses (the “Incidental Expenses”). You agree that Nextiva may charge your payment method for the Incidental Expenses. Nextiva reserves the right to separately invoice you for these expenses, which invoice (if not charged to your payment method) will be due upon receipt.

15. **WARRANTIES**.
    1. EXCEPT AS SET FORTH HEREIN, NEXTIVA MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICE OR THE SERVICE DELIVERY SERVICES AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NEXTIVA DOES NOT WARRANT THAT THE SERVICE WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEXTIVA DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A

WARRANTY OF ANY KIND ON ITS BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICE “AS IS” AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST NEXTIVA TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

2. NEXTIVA WARRANTS THAT THE SERVICE DELIVERY SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. FOR ANY BREACH OF THIS WARRANTY, CUSTOMER’S EXCLUSIVE REMEDY AND NEXTIVA’S ENTIRE LIABILITY WILL BE THE RE-PERFORMANCE OF THE APPLICABLE SERVICE DELIVERY SERVICES. IF NEXTIVA IS UNABLE TO RE-PERFORM THE SERVICE DELIVERY SERVICES AS WARRANTED, CUSTOMER WILL BE ENTITLED TO RECOVER THE FEES PAID TO NEXTIVA FOR THE DEFICIENT SERVICE DELIVERY SERVICES. CUSTOMER MUST MAKE ANY CLAIM UNDER THE FOREGOING WARRANTY TO NEXTIVA IN WRITING WITHIN NINETY (90) DAYS OF PERFORMANCE OF SUCH SERVICE DELIVERY SERVICES IN ORDER TO RECEIVE WARRANTY REMEDIES. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES RELATED TO THE PURCHASED Service Delivery SERVICES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES RELATED TO THE Service Delivery SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

16. **LIABILITY**.

1. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL NEXTIVA BE LIABLE TO YOU, YOUR REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICE OR THE Service Delivery SERVICES, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICE, AND/OR THIS AGREEMENT. NOR SHALL NEXTIVA BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICE OR THE Service Delivery SERVICES, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO NEXTIVA OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND NEXTIVA’S CONTROL. NEXTIVA SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO NEXTIVA’S OR CUSTOMER’S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER’S DATA FILES, PROGRAMS,

PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF NEXTIVA'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. NEXTIVA'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT NEXTIVA WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, YOU AGREE TO REIMBURSE NEXTIVA FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST NEXTIVA TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

2. **INDEMNIFICATION AND WAIVER OF CLAIMS.**
    1. **INDEMNIFICATION**. YOU ARE LIABLE FOR ANY AND ALL USE OF THE SERVICE BY YOURSELF AND BY ANY PERSON MAKING USE OF THE SERVICE, AND YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NEXTIVA AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS NEXTIVA FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE,

PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICE AND/OR THE Service Delivery SERVICES, THE USE OF OR INABILITY TO USE THE SERVICE, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. FURTHER, EXCEPT TO THE EXTENT OF NEXTIVA'S PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NEXTIVA AND NEXTIVA PERSONNEL FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES, ARISING FROM OR RELATING TO ANY PERSONAL INJURY OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION ANY EQUIPMENT, DEVICE, NETWORK, SYSTEM OR STRUCTURE) OCCURRING DURING ANY VISIT BY NEXTIVA OR ANY REPRESENTATIVE, PERSONNEL, OR AGENT OR THEREOF TO ANY SITE; OR RESULTING OR ARISING FROM ANY CLAIM, ACTION, ALLEGATION, DEMAND, OR PROCEEDING BY OR ON BEHALF OF ANY WORKFORCE MEMBER, CONTRACTOR, AGENT, REPRESENTATIVE, OR INVITEE OR CUSTOMER.

2. THIS SECTION 16 SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

3. **Attorney Fees and Costs**. If we file an action against you claiming you breached these Terms and we prevail, you agree that we shall be entitled to recover all attorney fees, taxable and non-taxable costs (including, but

not limited to expert witness fees and arbitration costs), as well as any damages or other relief we may be awarded.

4. **Equitable Relief**. If you violate these Terms then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.
5. **Subpoena Fees**. If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

17. **MISCELLANEOUS LEGAL CONSIDERATIONS**.
    1. **Governing Law**. This Agreement and the relationship between you and Nextiva shall be governed by the laws of Arizona without regard to its conflict of law provisions. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of Arizona and venue for any such claim shall be proper in the appropriate state or federal court located in Maricopa County, Arizona.
    2. **No Waiver of Rights**. Our failure to exercise or enforce any right or provision of this agreement will not constitute a waiver of the right or provision. Nextiva reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly. All determinations by Nextiva under this Agreement and exercise of its rights are made and done in our sole and absolute discretion.
    3. **No Third-Party Beneficiaries**. If you are not a party to this Agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This Agreement does not create any other third-party beneficiary rights.
    4. **Entire Agreement**. This Agreement constitutes the entire agreement between you and Nextiva regarding the Service Delivery Services, superseding any prior agreements between you and Nextiva and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

5. **Severability**. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. This invalidity or unenforceability will not invalidate or render unenforceable any other portion of this agreement.
6. **License**. You shall have a revocable, non-transferable term license to use the Documentation and any other materials provided related to the Service Delivery Services for your own internal use only. All other rights in the Documentation and/or any other materials regarding or related in any way to the Service Delivery Services remain in and/or are assigned to Nextiva. You agree to cooperate with Nextiva and to execute any documents as may be necessary to achieve the objectives of this provision.

18. **DISPUTE RESOLUTION AND BINDING ARBITRATION**.
    1. It is important that you read this entire section carefully. This section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.
    2. **Arbitration**. Nextiva and you agree to arbitrate any and all disputes and claims between you and Nextiva except as set forth in Section 18.9 of this Agreement. Arbitration means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a court. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: disputes and claims arising out of or relating to any aspect of the relationship between you and Nextiva, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the termination of this agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision. References to “Nextiva,” “us” and “you” include our

respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the Service Delivery Services under this agreement or any prior agreements between you and Nextiva.

3. **Informal Resolution of Disputes**. Our Customer Care Department can resolve most customer concerns quickly and to the customer's satisfaction. If you have a dispute or claim against us, you agree to first contact the Nextiva Customer Care Department at (800) 983-4289 and provide in detail, including documents or analysis supporting your position, the basis of your claim. Customer care shall be provided with 14 days in which to research and respond to your claim. In the event your dispute or claim is not resolved to your satisfaction, you may seek to have that dispute or claim resolved as set forth below.
4. **Formal Notice of Disputes**. If you intend to seek arbitration you must first send Nextiva a written "Notice of Dispute" setting forth in detail, including submission of supporting documentation, the grounds of your dispute. The Notice of Dispute must be sent to Nextiva, attention "General Counsel," by certified mail addressed to 9451 East Via de Ventura, Scottsdale, AZ 85256.

   The Notice of Dispute must describe the nature and basis of the dispute or claim and set forth the specific relief sought. If you and Nextiva do not reach an agreement to resolve the dispute or claim within thirty (30) days after the Notice of Dispute is received, you or Nextiva may commence an arbitration proceeding. The amount of any settlement offer made by you or Nextiva shall be non-discoverable and shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Nextiva is entitled.
5. **Arbitrator and Arbitral Rules**. The arbitration shall be administered by the American Arbitration Association ("AAA"). You may contact the AAA by telephone at 1-800-778-7879, by email at AAAUniversity@adr.org, or by

mail at 2415 E. Camelback Rd., Suite 700 Phoenix, AZ 85016. The arbitration shall be governed by the AAA's Commercial Arbitration Rules (collectively, "AAA Rules"), as modified by this Agreement. The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.

6. **Waiver of Jury Trial**. You and Nextiva agree that, by entering into this Agreement, you and Nextiva are waiving the right to a trial by jury.
7. **Waiver of Class Actions**. You and Nextiva agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. You and Nextiva agree that you and Nextiva may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. You and Nextiva agree that, unless you and Nextiva agree otherwise, the arbitrator may not consolidate more than one person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific waiver of class actions provision, or any portion thereof, is found to be unenforceable, then the entirety of this dispute resolution and binding arbitration provision shall be null and void.
8. **Statute of Limitations**. You must present a claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to section 14 of the agreement), or you waive the right to pursue a claim based upon such event, facts, or dispute.
9. **Exceptions to Arbitration Agreement**. Notwithstanding the obligation to arbitrate and any other provisions to the contrary herein, you and we agree that: (a) with respect to claims for unpaid invoices we may bring a claim for amounts due and owing to Nextiva in a court of competent jurisdiction in Maricopa County, Arizona; (b) if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the

collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; (c) you or we may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (d) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and (e) either you or we may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of you or Nextiva, pending the completion of arbitration.

10. **Modification of Arbitration**. If Nextiva makes any substantive change to this arbitration provision, you may reject any such change by sending Nextiva written notice within 30 days of the changes to the address provided in Section 18.4. By rejecting any change, you agree to adhere to the language in this provision. If you fail to timely reject a change to these arbitration provisions, you agree to be bound by any change that Nextiva may, in its discretion, make to these provisions.
11. **Venue/Jurisdiction**. All claims for Arbitration shall be submitted to and heard by an arbitrator located in Maricopa County, Arizona. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in Maricopa County, Arizona.
12. **Arbitration Costs**. You agree that all administrative fees and arbitrator costs (the "Arbitration Costs") shall initially be borne in accordance with the AAA Rules. If the division of the Arbitration Costs is not set forth in the AAA Rules then in effect, you agree that the Arbitration Costs, including any required deposits, will initially be paid equally by you and Nextiva. You further agree that the arbitrator shall award the prevailing party in any arbitration proceeding the recovery of its share of the Arbitration Costs against the non-prevailing party. You and Nextiva agree that the failure or refusal of a party to pay its required share of any deposits for arbitrator compensation or administrative charges shall constitute a waiver by that

party to present any evidence or cross-examine witnesses, and a waiver of that party's claims, if any.

19. **PRIVACY**. The Service Delivery Services may be delivered, in whole or in part, via the public Internet and third-party networks. You acknowledge and understand that Nextiva cannot guarantee that the delivery of the Service Delivery Services, or the Service itself, is completely secure. YOU AGREE THAT NEXTIVA SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. Nextiva is committed to respecting your privacy relating to personally identifiable information. Once you choose to provide personally identifiable information, it will only be used in the context of your relationship with Nextiva. Nextiva will not sell, rent, or lease your personally identifiable information to others. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, Nextiva may disclose personally identifiable information. Please refer to our Privacy Policy for additional information.
20. **CONTENT**.
    1. **Privacy of Content**. In the course of the delivery of the Service Delivery Services, you may submit content to Nextiva (including your personal data and the personal data of others) (your "Content"). You in turn agree that Nextiva may use and share your Content in accordance with the Nextiva privacy policies and applicable data protection laws.
    2. **Confidentiality**. Nextiva will treat your Content as confidential information and only use and disclose it in accordance with this Agreement (including the Nextiva Privacy Policy). However, Your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of this Agreement by Nextiva); (b) was lawfully known to Nextiva before receiving it from You; (c) is received by Nextiva from a third party without knowledge of breach of any obligation owed to You; or (d) was independently developed by Nextiva without reference to your Content. Nextiva may disclose your Content when required by law or legal process, but only after Nextiva, if permitted by law, uses commercially

reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

3. **Security**. Nextiva will store and process your Content in a manner consistent with industry security standards.
4. **You Retain Ownership of Your Content**. You retain ownership of all of your intellectual property rights in your Content. Nextiva does not claim ownership over any of your Content. This Agreement does not grant us any licenses or rights to your Content except for the limited rights needed for us to provide the Service, and as otherwise described in this Agreement.
5. **Limited License to Your Content**. You grant Nextiva a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Service Delivery Services to you and as otherwise permitted by the Nextiva privacy policies. This license for such limited purposes continues even after the completion of the Service Delivery Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of Nextiva's business. This license also extends to any trusted third parties we work with to the extent necessary to provide the Service and/or Service Delivery Services to you. If you provide Nextiva with feedback about the Service, we may use your feedback without any obligation to you.
6. **Customer Lists**. Nextiva may identify you (by name and logo) as a Nextiva customer on our website and on other promotional materials. You hereby grant Nextiva an irrevocable, non-exclusive, royalty free license to utilize your name, trademark(s), trade name(s) and other intellectual property for this limited purpose and as otherwise agreed by you in writing.
7. **Liability Related to Content**. You are liable for all liability that may arise from the Content you transmit to any person, whether or not you authorize it, in the delivery of the Service Delivery Services. You promise that you

and anyone who provides Content will comply at all times with all laws, regulations, and written and electronic instructions related to the Service Delivery Service.

21. **EXPORT COMPLIANCE**. You agree to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. You also expressly agree that you shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Service Delivery Service, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.
22. **ASSIGNMENT**. Nextiva may assign all or part of its rights or duties under the Agreement without notifying you. If we do that, we have no further obligation to you. You may not assign the Agreement or the Service Delivery Services without our prior written agreement.
23. **SURVIVAL**. The provisions of this Agreement relating to indemnification, limitations on liability, warranty limitations and disclaimers, resolution of disputes, billings and your obligation to pay for the Service Delivery Services provided and any additional charges, shall survive the termination of the Agreement and the termination of the Service Delivery Services and/or this Agreement.
24. **FORCE MAJEURE (EVENTS BEYOND NEXTIVA'S CONTROL)**. Nextiva shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties as may occur in spite of Nextiva's best efforts.
25. **INTELLECTUAL PROPERTY**. Neither this Agreement nor your use of the Service grants you ownership in the Service, the content you access through the Service (other than your Content), or the Service Delivery Services, including, but not limited to any Deliverables provided related thereto.
26. **SOFTWARE COPYRIGHT** Any software used by Nextiva to provide the Service Delivery Services and any software provided to you in conjunction with the

Service Delivery Services is protected by copyright law and international treaty provisions. You may not copy the software or any portion of it. Furthermore, you may not delete, alter, cover, or distort any copyright or other proprietary notices or trademarks provided to you as part of the Service.

27. **COPYRIGHT, TRADEMARK, AND INTELLECTUAL PROPERTY; COPYRIGHT INFRINGEMENT; DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE**. Our Website content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution.

    The entire content included in this Website, including but not limited to text, design, graphics, interfaces, or code and the selection and arrangements thereof is copyrighted as a collective work under the United States and other copyright or intellectual property laws and is the property of, or used under license by, Nextiva.
    Nextiva's trademarks are always changing. Some of our trademarks include, but are not limited to:

    Nextiva®
    Nextiva Office®
    NextOS®
    CoSpace®
    xBert®
    Amazing Service®
    Simplifying Business Communication®
    SmartTopics®
    NextCon®
    BuildAmazing®
    NextIQ®

All trademarks, service marks, and trade names (collectively the "Marks") are trademarks or registered trademarks of and are proprietary to Nextiva, or other respective owners that have granted Nextiva the right and license to use such Marks.

Nothing in this website or your subscription to, or licensing of, any Nextiva products or services grant any right, title, proprietary or ownership interest in any Nextiva intellectual property Marks, copyrights, patents, trade secrets, or other intellectual property.

28. **LICENSE BY CUSTOMER TO USE FEEDBACK**. Customer hereby grants to Nextiva a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Nextiva's Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the improvement, operation, or use of Customer's Services and/or the Service Delivery Services.

Last Updated: July 26, 2023

NEXTIVA END USER SERVICES AGREEMENT

THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND NEXTIVA, INC. AND ITS AFFILIATES (COLLECTIVELY, "NEXTIVA"). BY ACCESSING AND/OR USING THE SERVICES, CUSTOMER IS AGREEING, ON BEHALF OF AN INDIVIDUAL AND/OR A LEGAL ENTITY, TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY SERVICES SOLD BY NEXTIVA, WHICH SHALL BE SUBJECT TO THE TERMS OF THE THIRD PARTY PROVIDER.

1. **DEFINITIONS**. As used in the Agreement, the following defined terms shall apply:
    1. **"Affiliate"** means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where “control” means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.
    2. **"Agreement"** means this End User Services Agreement together with any operating rules, price schedules, or other documents incorporated herein by reference.
    3. **"Customer" or "you"** means the legal entity or individual that has ordered any Services from Nextiva.
    4. **"Customer Account"** means an account for Customer that is required to access and utilize the applicable Services.
    5. **"Content"** means any data uploaded to a Customer Account for storage or data in Customer’s computing environment to which Nextiva is provided access in order to perform Services.
    6. **"Device"** means a device authorized by Customer to be used by any individual(s) to access instances of a Service. This applies under the Device licensing model.
    7. **"Fees"** means all Nextiva fees applicable to the Services.
    8. **"Nextiva"** means Nextiva, Inc., a Delaware company with its headquarters at 9451 East Via de Ventura, Scottsdale, AZ 85256. Except where otherwise stated, “Nextiva” includes our respective subsidiaries, Affiliates, agents, employees, predecessors in interest, successors, attorneys and any other service provider that furnishes services or devices to Customer in connection with this agreement.
    9. **"Nextiva Marks"** means any name, logo, or mark belonging to Nextiva or its Affiliates.
    10. **"Open Source Software"** means third party software distributed by Nextiva under an open source licensing model (e.g., the GNU General

Public License, BSD or a license similar to those approved by the Open Source Initiative).

11. **“Order” or “Order Form” Or “Quote”** means the Nextiva-approved form or online subscription process by which Customer agrees to subscribe to the Services. Most Orders are completed through Nextiva’s online quoting process.
12. **“PHI”** means personal health information covered by US Health Insurance Portability and Accountability Act (“HIPAA”) regulations.
13. **“Privacy Notice”** means the Nextiva Inc., User Privacy Notice available at https://www.nextiva.com/privacy-policy.html.
14. **“Services”** means the products and services that are being provided to Customer as described in any quote or order form, including, but not limited to, Nextiva’s Unified Communication services, collaboration services, and any associated software, hardware or web-based platform. “Services” shall also include any additional services provided to Customer as described in any addendum or amendment.
15. **“Services Descriptions”** means the overview and other terms applicable to the Services, as amended from time to time, as found at https://www.nextiva.com/nextiva-pricing.
16. **“Software”** means any proprietary software owned by, licensed by, or which Nextiva has a right to sublicense under this Agreement, which software is either provided to Customer under this Agreement or is used in or used to provide the Services.
17. **“Taxes”** means all applicable transactional taxes on Services (including but not limited to withholding tax, sales tax, use tax, excise tax, personal property tax, public utility tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on the Services.
18. **“Term Services Agreement”** means an agreement between Customer and Nextiva that provides for the provision of services through a fixed term.

19. **“Updates”** means any corrections, bug fixes, features or functions added to or removed from the Services, but shall not include any new Service(s) not generally included with the Services purchased. Updates shall not substantially diminish or eliminate the core functionality of the Services subject to the exclusive remedy set forth in Section 7.3 (Termination for Cause).
20. **“Use Level”** means the purchased Services entitlement(s) under the license model(s) by which Nextiva measures, prices and offers the Services to Customer as set forth at https://www.nextiva.com/nextiva-pricing.

2. **RIGHTS.**
    1. **Right to Use Service for Business**. Subject to these terms, Nextiva, with the assistance of Nextiva third-party service providers, will provide the Services set forth in any Order that Nextiva has accepted for Customer’s use, in accordance with the Agreement and applicable Use Levels. Nextiva hereby grants Customer a limited, personal, non-exclusive, non-transferable license to use the Services up to the number of subscriptions purchased and in accordance with the license model(s) purchased and identified at https://www.nextiva.com/nextiva-pricing. Updates to the Services are managed by Nextiva and included in the Fees. Customer shall use the then-current version of the Services, including any Updates, as made available by Nextiva. To the extent that Affiliates use the Services, Customer warrants that it has the authority to bind those Affiliates and will be liable to Nextiva in the event any Affiliate fails to comply with this Agreement. Customer may purchase Nextiva consulting services in support of Services or may receive them as part of technical support services. With respect to Nextiva consulting services, all intellectual property rights in all deliverables, pre-existing works and derivative works of such pre-existing works, as well as developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the consulting services are and shall remain the sole

and absolute property of Nextiva, subject to a worldwide, non-exclusive license to Customer for internal use.

2. **Limitations on Use**. Except to the extent expressly permitted by applicable law or as explicitly authorized by Nextiva in writing, Customer agrees not to:
    1. modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to the Services and/or Nextiva technology;
    2. knowingly or negligently access or use the Services in a manner that abuses or disrupts the Nextiva networks, security systems, Customer Accounts, or Services of Nextiva or any third party, or attempt to gain unauthorized access to any of the above through unauthorized means;
    3. Transmit any viruses, malware, or other types of malicious software, or links to such software, though the Services;
    4. Circumvent, or attempt to circumvent any limitations that Nextiva has imposed on their Customer Account;
    5. transmit through or post on the Services any material that violates the Nextiva Platform Privacy Policy or Rules, including without limitation, content which is deemed abusive, threatening, harassing, obscene, slanderous, fraudulent, libelous or otherwise unlawful;
    6. market, offer to sell, and/or resell the Services without express written permission from Nextiva in advance
    7. Probe, scan, or test the vulnerability of any Nextiva system or network;
    8. Register Customer Accounts by “bots” or other automated methods;
    9. if the Customer is a Nextiva competitor for the relevant Services, use the Services directly or indirectly for competitive benchmarking or other competitive analysis, unless permitted under applicable law;

10. include PHI in any SMS, MMS, or communications portions of the Services, upload PHI to the Services, or otherwise use the Services to collect, protect, or otherwise handle PHI. For the avoidance of doubt, this does not prohibit use of the Services by a Covered Entity (as defined in HIPAA), however Customer shall only use the Services in compliance with HIPAA rules and regulations, and in compliance with any instructions provided by Nextiva or a third party services integrated into the Services. Such instructions may be provided by email, through in-product messaging, or otherwise provided to you by Nextiva.
11. use the Services for any personal, residential, nonbusiness, nonprofessional, or non-commercial purpose;
12. use the Software or Services except in accordance with all applicable laws and regulations;
13. use the Software or Services in any outsourcing, application service provider, time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third-party other than the Customer;
14. If Customer's use of the Services requires them to comply with industry-specific regulations applicable to such use, Customer will be solely responsible for such compliance. Customer may not use the Services in a way that would subject Nextiva to those industry-specific regulations without obtaining Nextiva's prior written agreement.

3. **Violations of Limitations on Use.** If Customer becomes aware or receives notice from Nextiva that any Content or use of Content violates Section 2.2 (Limitations on Use), Customer must take immediate action to remove the applicable part of the Content. Nextiva may ask Customer to remediate, and if Customer fails to comply with such request, Nextiva may

modify or suspend the Services pursuant to Section 13.8 (Suspension of Services).

4. **Proprietary Rights**. Except for the limited use rights expressly granted herein, Customer has no right, title or interest in or to the Services or Nextiva Marks or any intellectual property rights related thereto.
5. **Open Source Software**. Notwithstanding anything set forth in this Agreement, Customer's use of Open Source Software shall in all ways be exclusively governed by the open source license(s) indicated as applicable to the code in the readme file.

3. **ORDERS**. Customer may order Services using the Nextiva then-current ordering processes. Customer is responsible for all Fees and Taxes on Orders. Payment is due for the Services for the term purchased, including any renewals, pursuant to the payment schedule of the applicable license model. If Customer purchases a subscription under a consumption-based license model, such purchase constitutes Customer's agreement to be invoiced for and pay for consumption at intervals and pricing as defined in the license model. If Customer purchases an auto-renewing subscription (which includes consumption models), Customer's purchase constitutes their agreement to auto-renewals for same term as initially purchased, and to auto-renewals for Customer's other Nextiva subscriptions, if any, for the same term as initially purchased for each of those. Customer maintains the right to give e-mail notice of non-renewal to Nextiva prior any auto-renewal. Each consumption model invoice shall constitute an auto-renewal notice under consumption models. Unless Customer completes a renewal through a Nextiva authorized reseller, Customer understands and agree that a subscription renewal will be through and due and payable to Nextiva. All Orders are subject to acceptance by Nextiva in its discretion. All purchases are final, with no right to a refund, except as expressly provided under Sections 7.3 (Termination for Cause). Nextiva reserves the right, in its discretion, to suspend or terminate the Services or any portion thereof for non-payment of Fees. All Customer information provided by or on behalf of Customer for a subscription

must be current, complete and accurate, and Customer is responsible for keeping such information updated.

4. **FEES AND CHARGES**.
    1. **FEES AND CHARGES**. The fees and charges may change from time to time, with or without notice (except pricing will not change during the initial term of a contract for a specific period of time. Any pricing adjustment will be reflected in an invoice provided to Customer at the time of the pricing adjustment for their account.
    2. **BILLING INCREMENTS**. All billing policies are defined by the specific package the customer chooses. Please refer to the website for exact billing policies.
    3. **TAXES**. Customer is responsible for, and shall pay, any and all Taxes on Orders. Such amounts are in addition to payment for the Services and will be billed to Customer. If Customer is exempt from payment of such taxes, Customer will provide Nextiva with an original government-issued certificate attesting to tax-exempt status. Tax exemption will only apply from and after the date Nextiva receives such certificate.
5. **BILLING AND PAYMENT**.
    1. **BILLING**. Nextiva will charge Customer in advance for each term of service for the Services that they order. If Customer has selected a free trial offering, Nextiva will commence charging Customer for the Services at the expiration of the free trial period, unless Customer terminates the free trial offering prior to the expiration of the trial period. If not terminated prior to the end of the trial period, this Service will be added to Customer's account for the remainder of its term, and any subsequent removal of the Service will be subject to Nextiva's Cancellation Policy, as well as any and all applicable early termination fees. When Customer subscribes to the Services, Customer must give Nextiva a valid email address and a payment method (credit card) that Nextiva accepts. Nextiva reserves the right to stop accepting Customer's payment method or payments. Customer must advise Nextiva at once if their payment method expires,

they close their account, their billing address changes, their email address changes, or their payment method is cancelled and replaced on account of loss or theft. Except for usage-based charges, Nextiva will bill in advance to Customer's payment method all charges, fees, taxes, and surcharges for each service term. Fees may also include activation fees, porting fees, early termination fees **("ETF")**, reinstatement fees, and returned check fees. Nextiva reserves the right to charge all fees to Customer's payment method. Nextiva will bill monthly as due immediately usage-based charges and any other charges which Nextiva decides to bill as due immediately. Bills will be posted to the customer portal and emailed to the email address on record. Any payment not made when due may be subject to a late payment fee equivalent to the lesser of (a) one and a half percent (1.5%) per month; or (b) the highest rate allowed by law. Nextiva's acceptance of late or partial payments (regardless of how they are marked or designated (including without limitation as 'Paid in Full', 'Accord and Satisfaction', or similarly)) will not waive, limit, or prejudice in any way Nextiva's rights to collect any amount due. Nextiva may terminate the Services and this Agreement for non-payment if any fees or charges are not paid within thirty (30) days of the due date.

2. **PAYMENT**. Customer authorizes Nextiva to collect any and all fees related to the Services that Customer orders from their payment method. This authorization will remain valid until thirty (30) days after Customer terminates Nextiva's authority to charge their payment method.
3. **COLLECTION**. If Nextiva disconnects the Services, Customer will remain liable for all charges under this Agreement and all the costs incurred by Nextiva to collect these charges, including, without limitation, collection costs and attorney's fees. Customer also agrees to pay any additional charges or fees applied to their billing account for any reason, including but not limited to, interest and charges due to insufficient credit.
4. **BILLING NOTICES**. Customer understands that it is difficult for Nextiva to distinguish between credit and debit cards. Customer agree to waive their

rights under Regulation E to receive ten (10) days advance notice from Nextiva regarding the amount that it will debit from Customer's account. While Nextiva may send Customer messages about their billing from time to time, Nextiva is not obligated to do so. Nextiva may change or cease its messages at any time without notice to Customer.

5. **BILLING DISPUTES**. Customer must notify Nextiva in writing within seven (7) days after receiving their credit card statement or from the time funds are debited from their bank account if Customer disputes any Nextiva charges on that statement or that have been debited from their account, or such dispute will be deemed waived. Notification of all billing disputes shall be sent to the following address: billing@nextiva.com. Nextiva will charge a late fee as described in Section 5.1 (Billing) for a disputed amount if (a) it was not paid by the due date and (b) Nextiva determines that Customer disputed the charge in bad faith.

6. **PRICING AND PAYMENT**.
    1. **PRICES AND FEES**. Nextiva fees and charges for the Services are supplied to Customer during the ordering process unless otherwise provided for in this Agreement. Customer agrees to pay all applicable one-time and recurring charges. Customer further agrees that any taxes and other charges, including but not limited to, account setup fees, shipping and handling and other nonrecurring charges will be charged to Customer's credit card. Recurring charges will be billed and automatically charged to Customer's credit card on the first day of every billing cycle. Customer's billing cycle will begin on the anniversary date of their subscription date as defined in section 7.1 (Term).
    2. **CUSTOMER AGREES THAT NEXTIVA MAY CHARGE THEIR CREDIT CARD (IF APPLICABLE) FOR ALL AMOUNTS DUE TO NEXTIVA WITHOUT ADDITIONAL NOTICE OR CONSENT**. If Customer is paying with a credit card, Customer agrees to provide a credit card and not a debit card. If Customer's card is a combination credit card/debit card, Customer authorizes Nextiva to use it as a credit card. If Customer's

issuing bank automatically provides Nextiva with an updated credit card, Customer agrees that Nextiva may charge this new credit card for all amounts due to Nextiva without additional notice or consent. Customer also agrees to indemnify Nextiva for any claims, damages or expenses resulting from providing a debit card instead of a credit card (if applicable). If Customer's credit card is declined, is invalid or payment is not made by the issuer of the credit card at the time that a charge is attempted, Customer will not be able to use the Services until their account is paid in full.

3. **DISCONTINUATION OF SERVICE FOR NONPAYMENT**. The Services provided to Customer may be denied or discontinued without notice at any time if Customer fails to make a payment, Customer's credit card provider denies or discontinues providing credit to Customer for any reason, or Customer fails to provide Nextiva with a new credit card expiration date before the existing one expires. If Customer's payment method fails for any reason during the ordering process, or any regular or monthly billing process, Customer will have twenty-four (24) hours to provide Nextiva their payment method including credit card information, if applicable. If the payment method issue is not resolved within forty-eight (48) hours, Nextiva will deactivate the Customer Account. If Customer's new payment method is approved within twenty-four (24) hours, Customer's calling plan and billing cycle will remain unchanged. Nextiva reserve the right to modify the per-minute calling plan at any time. Customer agrees to pay all charges owed to Nextiva, including but not limited to the reinstatement fee for reactivated services. In the event Nextiva utilizes a collection agency or resorts to legal action to recover monies due, Customer agree to reimburse Nextiva for all expenses incurred to recover such monies, including attorneys' fees.
4. **PROMOTIONS AND DISCOUNTS**. Nextiva may limit the number of promotions and/or discounts Customer may be eligible for in a given period. Promotions and discounts may be cancelled or modified, and

discounts may be reduced or eliminated, by Nextiva at any time, with or without notice (except with respect to discounted pricing during the initial term of a contract for a minimum period of time). Discounts may not apply to renewals.

5. **CANCELATION POLICY**. Nextiva cancellation policies are outlined in the Cancellation Policy posted at Nextiva's website at https://www.nextiva.com/legal.html?doc=10 and are incorporated into this policy by reference. All cancellation requests must be submitted in the form of an email ticket to service@nextiva.com or by calling our Customer Care Department at 1-800-983-4289 and must be made at least thirty (30) days prior to the expiration of the then-current Services Term. Changes to the cancellation policy may be made at any time without notice and are effective the day following the posting of the updated Cancellation Policy to Nextiva's website.

7. **TERM AND TERMINATION**.
    1. **Term**. Nextiva provides the Services for the term that Customer has signed up for. Customer's term begins on the later of the date the Services are first ordered (the **"Subscription Date"**), or the date Nextiva successfully processes Customer's payment. Customer is purchasing the Services for the full service term as set forth in the Order, as well as for any renewal terms as set forth in Section 7.2 (Automatic Renewal).
    2. **Automatic Renewal**. The Service will automatically renew for subsequent terms of the same length as the initial term, excluding any promotional months, unless Customer cancels the Services by providing Nextiva with notice as provided in Section 13.14 (Notices) at least thirty (30) days before the end of the then-current service term. Each renewal term begins on the day after the last day of the previous term. Any and all fees assessed to the Customer Account during the initial term and any renewal terms will be charged to Customer's payment method on file, which may include any payment method automatically updated by Customer's issuing bank. If Customer is paying by credit card and the credit card is declined,

invalid, or payment is not timely made by the issuer of the credit card, without further notice Nextiva reserves the right to automatically recharge the payment method until payment is received, the payment method is updated, or the Services are discontinued for nonpayment.

3. **Termination for Cause**. Either party may suspend or terminate the Services if the other party breaches any of its material obligations as to the Services, and fails to cure within thirty (30) days of receipt of written notice from the non-breaching party. In the event of termination by Customer for Nextiva material breach, Customer shall be entitled to a refund of any unused prepaid Fees, and relief from any subsequent annual payments due, with respect to such Services. With respect to any breach of Section 1.18 (Updates) by Nextiva, Customer must give written notice within thirty (30) days of introduction of the relevant Update, or be deemed to waive its claims as to such Update, and termination with such refund and relief shall be its exclusive remedy. Nextiva may immediately terminate the Agreement if the Customer breaches Sections 2 (Rights), 8 (Content and Customer Account) or 13.11 (Export Restriction and Compliance with Laws). Additionally, Nextiva may suspend or terminate any part of the service generally at any time if:
    1. Nextiva determines or reasonably believes that Customer has materially breached this Agreement or any other agreement between Customer and Nextiva;
    2. Nextiva determines or reasonably believes that Customer has used fraudulent means to pay for the Services, including use of a fraudulent credit card;
    3. Nextiva determines or reasonably believes that Customer has abused or harassed (verbally or otherwise) any Nextiva employee, contractor, agent or representative;
    4. Customer is ordered by law enforcement or other government agencies to suspend, terminate or disconnect Customer’s access to the Services;

5. Customer brings any legal action or proceeding against Nextiva, or participate in any class action lawsuit against Nextiva;
6. A petition in bankruptcy is filed by or against Customer and such petition is not dismissed within thirty (30) days after the effective filing date thereof, or a trustee or receiver is appointed over Customer or Customer's material assets;
7. Nextiva determines that such action is necessary to protect maintain, or improve the Services, to prevent fraud or misrepresentation, to protect Nextiva, its customers or other third-party Nextiva affiliates, or for any other good cause; or
8. It is otherwise contemplated by this Agreement.

4. **Effect of Termination**. Upon termination under Section 7.3 (Termination for Cause), Customer will immediately discontinue all access and use of the Services. Neither party shall be liable for any damages resulting from termination, including without limitation unavailability of Content arising therefrom; provided, however, termination shall not affect any claim arising prior to the effective termination date. Nextiva shall have the right to invoice Customer and Customer agrees to pay for any use of the Services past the date of termination other than Customer's access to download Content. All charges owed at the time of disconnection will be immediately payable. Nextiva will pursue collection for unpaid amounts on disconnected Customer Accounts and may report these unpaid charges to credit bureaus.
5. **Termination of Services**. In order to terminate the Services, contact Nextiva's Customer Care Department, via email at service@Nextiva.com or by calling 1-800-983-4289 prior to expiration of the current service term. Please refer to the Nextiva Cancellation Policy posted on Nextiva's website at https://www.nextiva.com/legal.html?doc=10.

8. **CONTENT AND CUSTOMER ACCOUNT**.
   1. **Content**. Customer retains all rights to any and all of its Content, subject to a non-exclusive, worldwide, royalty-free, license to Nextiva as

necessary to provide the Services hereunder. Each party shall apply reasonable technical, organizational and administrative security measures, as appropriate relative to the Services, to keep Content protected in accordance with industry standards, including those identified in Section 13.7 (Security and Privacy) for Nextiva. If Nextiva reasonably believes a problem with the Services may be attributable to Content or use of the Services, Customer shall cooperate with Nextiva to identify the source of and to resolve the problem. Customer shall comply with all intellectual property laws and obligations related to the Content, as well as all legal duties applicable to Customer by virtue of using the Services, including providing all required information and notices and obtaining all required consents. This Agreement states Nextiva' exclusive obligations with respect to care of Content. Nextiva has no obligation to maintain Content following expiration or termination of the Agreement or the affected Services.

2. **Limited License**. Customer grants Nextiva a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to Customer and as otherwise permitted by the Privacy Notice. This license for such limited purposes continues even after Customer stops using the Services, with respect to aggregate and de-identified data derived from your Content and any residual backup copies of your Content made in the ordinary course of Nextiva's business. This license also extends to any trusted third parties Nextiva works with to the extent necessary to provide the Services to Customer.
3. **Confidentiality**. Nextiva will treat your Content as confidential information and only use and disclose it in accordance with this Agreement (including the Privacy Notice). However, your Content is not regarded as confidential information if such Content: (a) is or becomes public (other than through breach of this Agreement by Nextiva); (b) was lawfully known to Nextiva

before receiving it from Customer; (c) is received by Nextiva from a third party without knowledge of breach of any obligation owed to Customer; or (d) was independently developed by Nextiva without reference to your Content. Nextiva may disclose your Content when required by law or legal process, but only after Nextiva, if permitted by law, uses commercially reasonable efforts to notify Customer to give them the opportunity to challenge the requirement to disclose.

4. **Customer Account**. Customer is solely responsible for all use related to their Customer Account, including without limitation:
    1. the configuration of their Customer Account;
    2. the operation, performance and security of Customer's equipment, networks and other computing resources used to connect to the Services;
    3. ensuring all Devices exit or log off from the Services at the end of each session in accordance with Customer's session policy;
    4. maintaining the confidentiality of their Customer Account, user id's, conference codes, passwords and/or personal identification numbers used in conjunction with the Services, including not sharing login information; and
    5. all uses of the Services that occur using Customer's password or Account. Customer will notify Nextiva immediately of any unauthorized use of its Account or any other breach of security.
5. **Customer Account Ownership**. The owner of the Customer Account under which the Service is ordered shall be the legal entity (e.g., corporation, partnership, individual, etc.) that signs up for the Service with Nextiva. If no legal entity is provided upon sign-up, the Customer Account owner shall be the owner of the credit card used to open such Customer Account, if applicable. Subsequent changes to ownership must be supported by appropriate legal documentation. Nextiva shall not adjudicate ownership-related disputes, or any other internal business dispute. Customer will not request access to or information about a

Customer Account that is not Customer's, and Customer will resolve any account-related disputes directly with the other party. Nextiva decides who owns a Customer Account based on the content of the emails in that Customer Account, and if multiple people or entities are identified in the content, then Nextiva will rely on the contact information listed for that Customer Account. If Nextiva is unable to determine the valid owner of the Customer Account, Nextiva reserves the right to suspend or terminate the Customer Account and Services. Customer agrees that Nextiva is not liable for any damages arising out of or otherwise related to any Customer Account-related dispute.

6. **Customer Account Access/Instructions**. The Customer Account owner, and any authorized Device, will have access to information in the Customer Account. Nextiva will not provide access to any other Device at any time. Customer agrees that Nextiva may rely on instructions given by the Customer Account owner either through the account dashboard or via email from the address on file for the Customer Account owner. In the event of a dispute regarding Customer Account data, Nextiva will only release information to another party other than the Customer Account owner pursuant to a court order or other notarized waiver and release as determined by Nextiva. The Customer Account owner must keep their email address and, where applicable, contact and payment details associated with the account current and accurate. The Customer Account owner acknowledges that Nextiva will be sending them information, including their Password, via e-mail over the Internet. The Customer Account owner agrees that the Internet is not a secure network and that third parties may be able to intercept, access, use or corrupt information transmitted over the Internet. In order to maintain the security of the Services, the Customer Account owner should safeguard their user IDs and Passwords.
7. **Customer Lists**. Nextiva may identify Customer (by name and logo) as a Nextiva customer on its website and on other promotional materials.

Customer hereby grants Nextiva an irrevocable, non-exclusive, royalty free license to utilize their name, trademark(s), trade name(s) and other intellectual property for this limited purpose and as otherwise agreed in writing.

9. **WARRANTIES AND WARRANTY DISCLAIMER**.
    1. NEXTIVA MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING THE SERVICES OR THE INSTALLATION OF SAME AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NEXTIVA DOES NOT WARRANT THAT THE SERVICES WILL FUNCTION WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEXTIVA DOES NOT AUTHORIZE ANYONE, INCLUDING BUT NOT LIMITED TO ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND CUSTOMER SHOULD NOT RELY ON ANY SUCH STATEMENT. CUSTOMER AGREES THAT IT ACCEPTS THE SERVICES “AS IS” AND THAT CUSTOMER IS NOT ENTITLED TO REPLACEMENT OR REFUND IN THE EVENT OF ANY DEFECT. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST NEXTIVA TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.
10. **INDEMNIFICATION AND WAIVER OF CLAIMS**.
    1. **Indemnification**: CUSTOMER IS LIABLE FOR ANY AND ALL USE OF THE SERVICES BY THEMSELVES AND BY ANY PERSON MAKING USE OF THE SERVICES, AND CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS NEXTIVA AGAINST ANY AND ALL LIABILITY FOR ANY SUCH USE THAT FAILS TO COMPLY WITH THIS AGREEMENT. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND

HOLD HARMLESS NEXTIVA FROM ANY AND ALL CLAIMS AND/OR LIABILITY FOR DAMAGES, PERSONAL INJURY, DEATH, FINES, PENALTIES, COSTS, EXPENSES, LOSSES, LOST PROFIT, LOST REVENUE, PROPERTY DAMAGE, ATTORNEYS' FEES, AND ANY AND ALL OTHER DAMAGES OF WHATEVER KIND AND NATURE RELATING TO OR ARISING OUT OF THE SERVICES, THE USE OF OR INABILITY TO USE THE SERVICES, THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICES, AND/OR THIS AGREEMENT UNLESS THE CLAIMS OR CAUSES OF ACTION ARISE FROM NEXTIVA'S GROSS NEGLIGENCE, RECKLESSNESS, OR WILLFUL MISCONDUCT. FURTHER, EXCEPT TO THE EXTENT OF NEXTIVA'S PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, CUSTOMER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS NEXTIVA AND NEXTIVA PERSONNEL FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY FEES, ARISING FROM OR RELATING TO ANY PERSONAL INJURY OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION ANY EQUIPMENT, DEVICE, NETWORK, SYSTEM OR STRUCTURE) OCCURRING DURING ANY VISIT BY NEXTIVA OR ANY REPRESENTATIVE, PERSONNEL, OR AGENT OR THEREOF TO ANY SITE; OR RESULTING OR ARISING FROM ANY CLAIM, ACTION, ALLEGATION, DEMAND, OR PROCEEDING BY OR ON BEHALF OF ANY WORKFORCE MEMBER, CONTRACTOR, AGENT, REPRESENTATIVE, OR INVITEE OR CUSTOMER.

2. **Attorney Fees and Costs**. If Nextiva files an action against Customer claiming that Customer has breached these Terms and prevails in that action, Customer agrees that Nextiva shall be entitled to recover all attorney fees, taxable and non-taxable costs (including, but not limited to expert witness fees and arbitration costs), as well as any damages or other relief that may be awarded.

3. **Equitable Relief**. If Customer violates these Terms then Nextiva may seek injunctive relief or other equitable relief.
4. **Subpoena Fees**. If Nextiva has to provide information in response to a subpoena related to a Customer Account, then Nextiva may charge Customer for its costs. These fees may include attorney and employee time spent retrieving the records, preparing documents, and participating in a deposition.

11. **LIMITATION OF LIABILITY**. IN NO EVENT SHALL NEXTIVA BE LIABLE TO CUSTOMER, CUSTOMER'S REPRESENTATIVES OR AUTHORIZED ASSIGNS OR ANYONE ELSE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF REVENUE OR PROFITS, RELATING TO OR ARISING OUT OF THE SERVICES, THE USE OF OR INABILITY TO USE THE SERVICES, THE ABSENCE, DELAY, FAILURE OR OUTAGE OF THE SERVICES, AND/OR THIS AGREEMENT. NOR SHALL NEXTIVA BE LIABLE FOR ANY DELAY OR FAILURE TO PROVIDE THE SERVICES, AT ANY TIME OR FROM TIME TO TIME, OR FOR ANY INTERRUPTION OR DEGRADATION OF VOICE QUALITY CAUSED BY ANY REASON INCLUDING BUT NOT LIMITED TO THE FOLLOWING: AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR OR THIRD PARTY, EQUIPMENT, NETWORK OR FACILITY FAILURE, EQUIPMENT, NETWORK OR FACILITY UPGRADE, SERVICE, MAINTENANCE, MODIFICATION, SHORTAGE, OR RELOCATION, FORCE MAJEURE EVENTS SUCH AS BUT NOT LIMITED TO ACTS OF GOD, ADVERSE WEATHER, STRIKES, FIRE, WAR, RIOT, GOVERNMENT ACTIONS OR TERRORISM, SERVICE, DEVICE, EQUIPMENT, NETWORK OR FACILITY FAILURE CAUSED BY THE LOSS OF POWER OR INTERNET SERVICE TO NEXTIVA OR CUSTOMER, AND ANY CAUSE THAT IS BEYOND NEXTIVA'S CONTROL. NEXTIVA SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO NEXTIVA'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR

ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF NEXTIVA'S NEGLIGENCE OR OTHER ACTS OR OMISSIONS. NEXTIVA'S LIABILITY FOR ANY ACT OR OMISSION SHALL IN NO EVENT EXCEED THE SERVICE CHARGES WITH RESPECT TO THE AFFECTED TIME PERIOD. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY, AND APPLY WHETHER OR NOT NEXTIVA WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGE. FURTHER, CUSTOMER AGREES TO REIMBURSE NEXTIVA FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING ATTORNEYS' FEES AND LITIGATION COSTS. THE PROVISIONS OF THIS SECTION SHALL BE APPLIED TO THE FULLEST EXTENT OF THE LAW, BUT IF ANY PORTION OF THIS SECTION IS DETERMINED TO BE UNLAWFUL, THEN THIS SECTION SHALL BE CONSTRUED TO LIMIT LIABILITY AGAINST NEXTIVA TO THE FULLEST EXTENT POSSIBLE UNDER THE LAW.

12. **DISPUTE RESOLUTION AND BINDING ARBITRATION**.
    1. It is important that you read this entire section carefully. This section provides for resolution of disputes through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury.
    2. **Contracting Party, Choice of Law and Location for Resolving Disputes**. This Agreement and the relationship between Customer and Nextiva shall be governed by the laws of Arizona without regard to its conflict of law provisions. Any claim brought pursuant to this Agreement shall be brought in a court of competent jurisdiction within the State of Arizona and venue for any such claim shall be proper in the appropriate state or federal court located in Maricopa County, Arizona. The specified

state governing law and jurisdiction do not apply to U. S. Government Customers.

3. **Arbitration**. Nextiva and Customer agree to arbitrate any and all disputes and claims between Customer and Nextiva except as set forth in Section 12.10 (Exceptions to Arbitration Agreement) of this Agreement. Arbitration means that all disputes and claims will be resolved by a neutral arbitrator instead of by a judge or jury in a court. This agreement to arbitrate is intended to be given the broadest possible meaning under the law. It includes, but is not limited to: disputes and claims arising out of or relating to any aspect of the relationship between Customer and Nextiva, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; disputes and claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising); disputes and claims that may arise after the termination of this agreement; disputes and claims that are currently the subject of individual litigation; disputes and claims that are currently the subject of purported class action litigation in which Customer is not a member of a certified class; and disputes and claims concerning the scope of this arbitration provision. References to "**Nextiva,**" **"Customer"** and **"you"** include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of the Services under this agreement or any prior agreements between Customer and Nextiva.
4. **Informal Resolution of Disputes**. Our Customer Care Department can resolve most customer concerns quickly and to the customer's satisfaction. If Customer has a dispute or claim against Nextiva, Customer agrees to first contact the Nextiva Customer Care Department at (800) 983-4289 and provide in detail, including documents or analysis supporting Customer's position and the basis of their claim. Customer care shall be provided with fourteen (14) days in which to research and respond to Customer's claim. In the event Customer's dispute or claim is

not resolved to their satisfaction, Customer may seek to have that dispute or claim resolved as set forth below.

5. **Formal Notice of Disputes**. If Customer intends to seek arbitration they must first send Nextiva a written "Notice of Dispute" setting forth in detail, including submission of supporting documentation, the grounds of the dispute. The Notice of Dispute must be sent to Nextiva, attention "General Counsel," by certified mail addressed to 9451 East Via de Ventura, Scottsdale, AZ 85256.
    1. The Notice of Dispute must describe the nature and basis of the dispute or claim and set forth the specific relief sought. If Customer and Nextiva do not reach an agreement to resolve the dispute or claim within thirty (30) days after the Notice of Dispute is received, Customer or Nextiva may commence an arbitration proceeding. The amount of any settlement offer made by Customer or Nextiva shall be non-discoverable and shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Customer or Nextiva is entitled.
6. **Arbitrator and Arbitral Rules**. The arbitration shall be administered by the American Arbitration Association ("**AAA**"). Customer may contact the AAA by telephone at 1-800-778-7879, by email at AAAUniversity@adr.org, or by mail at 2415 E. Camelback Rd., Suite 700 Phoenix, AZ 85016. The arbitration shall be governed by the AAA's Commercial Arbitration Rules (collectively, "**AAA Rules**"), as modified by this Agreement. The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.
7. **Waiver of Jury Trial**. Customer and Nextiva agree that, by entering into this agreement, Customer and Nextiva are waiving the right to a trial by jury.
8. **Waiver of Class Actions**. Customer and Nextiva agree that the arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. Customer and Nextiva agree that Customer and Nextiva

may bring claims against the other only in their or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Customer and Nextiva agree that, unless Customer and Nextiva agree otherwise, the arbitrator may not consolidate more than one (1) person's or entity's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific waiver of class actions provision, or any portion thereof, is found to be unenforceable, then the entirety of this dispute resolution and binding arbitration provision shall be null and void.

9. **Statute of Limitations**. Customer must present a claim within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute (except for billing disputes which are subject to Section 2.2 (Limitations on Use) of the Agreement), or Customer waives the right to pursue a claim based upon such event, facts, or dispute.
10. **Exceptions to Arbitration Agreement**. Notwithstanding the obligation to arbitrate and any other provisions to the contrary herein, Customer and Nextiva agrees that: (a) with respect to claims for unpaid invoices Nextiva may bring a claim for amounts due and owing to it in a court of competent jurisdiction in Maricopa County, Arizona; (b) if Customer fails to timely pay amounts due, Nextiva may assign their account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due debt and any interest or cost of collection permitted by law or the Agreement; (c) Customer or Nextiva may take any disputes over the validity of any party's intellectual property rights to a court of competent jurisdiction; (d) any dispute related to or arising from allegations associated with fraudulent or unauthorized use, theft, or piracy of service may be brought in a court of competent jurisdiction; and (e) either Customer or Nextiva may seek any interim or preliminary relief from a court of competent jurisdiction, necessary to protect the rights or property of Customer or Nextiva, pending the completion of arbitration.

11. **Modification of Arbitration**. If Nextiva makes any substantive change to this arbitration provision, Customer may reject any such change by sending Nextiva written notice within thirty (30) days of the changes to the address provided in Section 12.5 (Formal Notice of Disputes). By rejecting any change, Customer agrees to adhere to the language in this provision. If Customer fails to timely reject a change to these arbitration provisions, Customer agrees to be bound by any change that Nextiva may, in its discretion, make to these provisions.
12. **Venue/Jurisdiction**. All claims for Arbitration shall be submitted to and heard by an arbitrator located in Maricopa County, Arizona. Should an evidentiary hearing be required by the Arbitrator, such hearing shall be heard in Maricopa County, Arizona.
13. **Arbitration Costs**. Customer agrees that all administrative fees and arbitrator costs (the "**Arbitration Costs**") shall initially be borne in accordance with the AAA Rules. If the division of the Arbitration Costs is not set forth in the AAA Rules then in effect, Customer agrees that the Arbitration Costs, including any required deposits, will initially be paid equally by Customer and Nextiva. Customer further agrees that the arbitrator shall award the prevailing party in any arbitration proceeding the recovery of its share of the Arbitration Costs against the non-prevailing party. Customer and Nextiva agree that the failure or refusal of a party to pay its required share of any deposits for arbitrator compensation or administrative charges shall constitute a waiver by that party to present any evidence or cross-examine witnesses, and a waiver of that party's claims, if any.

13. **ADDITIONAL TERMS**.

1. **U.S. Government End-Users**. If Customer is a U.S. Government agency, Customer hereby acknowledges and agrees that the software being accessed through Services, as well as any software that is downloaded by any Customer or Device in connection with the Services, constitutes **"Commercial Computer Software"** as defined in Section 2.101 of the

Federal Acquisition Regulation (**"FAR"**), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (**"DFARS"**) (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the software and related Documentation are **"Restricted Rights"** as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is:
Nextiva, Inc.
9451 East Via de Ventura
Scottsdale, AZ 85256

2. **Services Trial**. If an offering of the Services is identified as a trial ("**Trial**"), Customer may use the Services for a limited period of time for internal demonstration, test, or evaluation purposes. NEXTIVA PROVIDES TRIALS "AS IS" AND WITHOUT WARRANTY. ANY CUSTOMER DATA UPLOADED IN A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions in this Agreement.
3. **Beta, Tech Preview or Labs Services**. The Services do not include Beta, Tech Preview or Labs Services. CUSTOMER ACKNOWLEDGES THAT ANY BETA, TECH PREVIEW OR LABS SERVICES ARE OFFERED "AS-IS" FOR INTERNAL DEMONSTRATION, TEST OR EVALUATION PURPOSES AND WITHOUT WARRANTY. SUCH SERVICES MAY

CONTAIN BUGS, ERRORS AND OTHER DEFECTS. Nextiva does not make any representations, promises or guarantees that such Services will be publicly announced or made generally available. Nextiva has no obligation to provide technical support or continued availability, and such Services can be suspended or terminated at any time by Nextiva in its sole discretion with or without notice to Customer.

4. **Third Party Products, Services or Content**. The Services may contain features or functions that enable interoperation with third party products, services or content. Nextiva may also provide access to third party products, services or content directly within the Services. Third party products, services or content, and Content in third party services are not part of the Services and are not warranted or supported by Nextiva. Customer's use of such third party products, services or content is subject to the terms of the third party provider. Customer is responsible for reading and understanding the Third-Party Terms before accessing or using any Third-Party Application.
5. **Copyright**. Nextiva reserves the right to delete or disable any allegedly infringing content, to require that Customer terminate the Customer Accounts of Customers who are repeat infringers, and to forward the information in the copyright-infringement notice to the Customers who allegedly provided the infringing content.
6. **Consent to Use Logs**. Nextiva and its service providers may collect and use Logs for purposes of facilitating the Services, including securing, managing, measuring and improving the Services. Logs may be used for purposes not specified in this Section 13.6 only in an aggregated, anonymized form.
7. **Security and Privacy**. Nextiva is committed to respecting Customer's privacy relating to personally identifiable information. When providing SaaS Services, technical support services or consulting services, Nextiva will (a) implement and maintain the administrative, physical and technical security controls as set forth in the Privacy Notice, and (b) process

personal data on Customer's behalf as set forth in the Privacy Notice Customer agrees to provide any notices, obtain any consents or otherwise establish the legal basis necessary for Nextiva to access and process personal and other data as specified in this Agreement. Customer agrees that Nextiva may access all features of their Customer Account and the Services to determine whether the Services are being used fraudulently and/or in violation of this Agreement, and for any other purposes. CUSTOMER AGREES THAT NEXTIVA SHALL NOT BE LIABLE FOR ANY LACK OF PRIVACY. The Privacy Notice is incorporated herein by reference.

8. **Suspension of Services**. Nextiva reserves the right to suspend Customer's access to the Services if it determines, in its sole discretion, that (a) payment for the Services is not received within thirty (30) days from the date on which payment is due; (b) Customer's use of the Services are in breach of this Agreement and not cured as required by Section 7.3 (Termination for Cause); (c) Customer failed to timely address Nextiva's request to take action pursuant to Section 2.3 (Violations of Limitations on Use); (d) Customer's use of the Services poses a security or other risk to the Services or to other users of the Services; or (e) suspension is required pursuant to a subpoena, court order or other legal process. Nextiva agrees to notify Customer of any such suspension. Customer will remain responsible for all fees incurred before or during any suspension. Nextiva reserves the right, in its discretion, to impose reasonable Fees to restore archived data upon Customer request from delinquent accounts.
9. **Voice and Data Charges; Customer Connectivity**. Customer is responsible for all fees and charges imposed by Customer's telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of the Services. If Customer's broadband connection and/or telephone service fails, or Customer

experiences a power or other failure or interruption, the Services may also cease to function for reasons outside of Nextiva' control.

10. **Assignment**. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without Nextiva' prior written consent, except that Customer may assign this Agreement in whole to an Affiliate, or a successor in interest as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Customer shall provide notice to Nextiva upon completion of any permitted assignment. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.
11. **Export Restriction and Compliance with Laws**. Customer acknowledges that the Services are subject to U.S., foreign, and international export controls and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations ("**EAR**") and regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"). Customer also specifically agrees not to, directly or indirectly, allow access to or use of the Services in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. law without authorization from the U.S. government. Both parties also agree to comply with all other laws, rules and regulations applicable to that party under this Agreement.
12. **CALEA**. Nextiva intends to fully comply with the Communications Assistance for Law Enforcement Act ("**CALEA**"). By using the Services, Customer hereby agrees and consent to Nextiva's right to monitor and otherwise disclose the nature and content of Customer's communications if and as required by CALEA without any further notice.

13. **Audit**. To the extent permitted by applicable law, Customer agrees to allow Nextiva to audit Customer's compliance with this Agreement pursuant to the terms below:
    1. Any audit may be conducted remotely or on Customer's premises and shall not unreasonably interfere with Customer's business activities. Nextiva may perform the audit or use a third-party agent, such as an independent certified public accounting firm. Nextiva shall not audit Customer more than once per calendar year. Customer must reasonably cooperate, and, without prejudice to other rights of Nextiva, address any non-compliance identified by the audit, including, but not limited to, promptly paying any license or Maintenance fees owed. If the audit reveals an underpayment of ten percent (10%) or more of total fees owed for the review period, or any other material breach of the this Agreement, Customer agrees to also reimburse Nextiva for its reasonable audit expenses.
    2. Nextiva and its agent will protect confidential information obtained during the performance of the audit by using the same degree of care as Nextiva uses to protect its own information of a like nature, but no less than a reasonable degree of care, to prevent its unauthorized use, disclosure, dissemination, or publication. Nextiva and its agent shall not have an obligation to maintain the confidentiality of information (i) received rightfully from a third party prior to the audit; (ii) Customer has disclosed to a third party without any obligation of confidentiality; or (iii) is independently developed by Nextiva or its agent. Customer agrees that it will not require any additional confidentiality or non-disclosure agreements to be implemented by Nextiva or its designated third-party agents in relation to the audit.
14. **Notices**. All legal notices required under this Agreement shall be in writing and delivered in person or by certified or registered express mail to the address last designated on the Customer Account, and the Nextiva

contracting entity as specified below, or such other address as either party may specify by notice to the other party as provided herein. Notice shall be deemed given (a) upon personal delivery; (b) if delivered by air courier or email, upon confirmation of receipt; or (c) five (5) days after deposit in the mail. A copy of all legal notices from Customer to Nextiva must also be sent to Legal@Nextiva.com. Non-legal notices under Section 3 (Orders) may be provided by Customer to the Nextiva email address specified on the applicable Renewal Notification and shall be deemed effective as of the date and time stamp on the Customer's email. Nextiva may provide Customer with non-legal notices through https://www.nextiva.com/ and/or through in-product messaging or dashboards, which shall likewise be deemed effective immediately.

15. **Feedback**. Customer hereby grants to Nextiva a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Nextiva's Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer relating to the improvement, operation, or use of Customer's Services.
16. **Entire Agreement; Order of Precedence**. A Term Services Agreement, the Agreement, the Order, the applicable service description, or any reference herein to the content of Nextiva's websites constitute the entire agreement and understanding of the parties relating to the Services and Content and supersedes all prior and contemporaneous oral and written agreements. For any conflict between these terms and any supplementary BAA terms related to PHI, this Agreement shall control. For any conflict between these terms and the Services Descriptions related to the Services, these terms shall control. For any conflict between these terms and the Term Services Agreement, the Term Services Agreement shall control. Except as provided for in the previous sentence regarding the Term Services Agreement, nothing contained in any Order or other document submitted by Customer shall in any way add to or otherwise

modify the Agreement or any Nextiva license program terms under which an Order is submitted.

17. **Changes**. Nextiva may revise and update these Terms of Use from time to time in its sole discretion. All changes are effective immediately once they are posted, and apply to all access to and use of the Services thereafter. However, any changes to the dispute resolution provisions set out in Section 12 (Dispute Resolution and Binding Arbitration) will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Website. Customer's continued use of the Services following the posting of a revised version of this Agreement means that it accepts and agrees to the changes. Customer is expected to check this Agreement from time to time so that it is are aware of any changes, as they are binding on Customer.
18. **General Terms**. Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement. The provisions of Sections 1 (Definitions), 2.2 (Limitations on Use), 2.4 (Proprietary Rights), 2.5 (Open Source Software), 3 (Orders), 7.4 (Effect of Termination), 8 (Content and Customer Accounts), 10 (Indemnification and Waiver of Claims), 11 (Limitation of Liability), 12.2 (Contracting Party, Choice of Law and Location for Resolving Disputes), 13.14 (Notices), and 13.18 (General Terms) shall survive any termination of the Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. Nextiva may subcontract responsibilities under this Agreement, but remains responsible for its breach of this Agreement by the acts or omissions of Nextiva or its subcontractors. No person or entity not a party to this

Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof. Nextiva authorized resellers and distributors do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on Nextiva. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. Nextiva failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative. This Agreement may be agreed to online, by use of the Services and/or executed by electronic signature and in one (1) or more counterparts. Neither party will be responsible or have any liability for any delay or failure to perform its non-monetary obligations hereunder to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather ("**Force Majeure**"). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

Last Updated: June 8, 2022

NEXTIVA HIPAA USE GUIDELINES

INTRODUCTION

When used properly and in accordance with these Guidelines, XBert AI, NEXT Unified Customer Experience Management Platform, NextivaONE, Nextiva Contact Center, and Nextiva Core, Engage and Power Suite (NextivaCx) Services are compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a customer of one or more of these services, you are responsible for your and your users' compliance, in all respects, with these Guidelines and any and all other requirements of HIPAA, as well as all applicable state and federal laws and regulations, in using the applicable service within a HIPAA-compliant environment.

XBert AI

SERVICE REQUIREMENTS

In order to use XBert AI in a HIPAA-compliant environment, you must obtain a Nextiva HIPAA-compliant service offering. These service offerings are designated as HIPAA-compliant or "HC" on your quote. You must also enter into a Business Associate Agreement or BAA with Nextiva. In addition, if your services include other Nextiva services or offerings, these services must also be the HIPAA-compliant version. These Guidelines are in addition to, and do not modify or amend, your responsibilities and obligations pursuant to the BAA between you and Nextiva.

SMS/MMS

Nextiva's XBert AI and related AI employee, receptionists, and agents can communicate using SMS/MMS messages. SMS/MMS messages are not encrypted, can't be recalled (if sent to the wrong recipient), and can be intercepted on public networks. Furthermore, copies of SMS/MMS messages can remain on carriers' servers indefinitely. As such,

you acknowledge and agree that you will not configure XBert AI to send any Protected Health Information (PHI) via SMS/MMS. SMS and MMS messages may be used in a manner compliant with HIPAA, including where PHI is not sent nor received.

Email

Nextiva's XBert AI and related AI employee, receptionists, and agents can communicate using email. Email messages are not encrypted by default, and, accordingly, you acknowledge and agree that you will not configure XBert AI to send any Protected Health Information (PHI) via email. Email messages may be used in a manner compliant with HIPAA, including where PHI is not sent nor received.

Chat

Nextiva's XBert AI and related AI employee, receptionists, and agents can communicate through a chat widget hosted on your website. This widget communicates securely with Nextiva's services, but you are responsible for the security of the website that hosts the widget. The site must be secured by HTTPS with TLS 1.2 or higher, and you must have adequate security controls on the site to ensure the integrity of the JavaScript widget.

NEXT

SERVICE REQUIREMENTS

In order to use NEXT in a HIPAA-compliant environment, you must obtain a Nextiva HIPAA-compliant service offering. These service offerings are designated as

HIPAA-compliant or “HC” on your quote. You must also enter into a Business Associate Agreement or BAA with Nextiva. In addition, if your services include Nextiva Business Communications offerings, these services must also be the HIPAA-compliant Business Communications offering. These Guidelines are in addition to, and do not modify or amend, your responsibilities and obligations pursuant to the BAA between you and Nextiva.

USE RESTRICTIONS

Messaging

NEXT provides messaging capabilities with users through multiple channels, including SMS, email, social media, and chat. While Nextiva secures the data related to these messages within the NEXT platform, communications on these channels may not be secure end-to-end.

SMS/MMS

SMS/MMS messages are not encrypted, can’t be recalled (if sent to the wrong recipient), and can be intercepted on public networks. Furthermore, copies of SMS/MMS messages can remain on carriers’ servers indefinitely. As such, you acknowledge and agree that you will not send any Protected Health Information (PHI) via SMS/MMS. SMS and MMS messages may be used in a manner compliant with HIPAA, including where PHI is not sent nor received.

Email

Email messages are not encrypted by default, and, accordingly, you acknowledge and agree that you will not send any PHI via email. Email messages may be used in a manner compliant with HIPAA, including where PHI is not sent nor received.

Social Media

NEXT supports messaging via social media platforms, including X, WhatsApp and Facebook. The posting of PHI on social media or through social media messaging does not generally comply with the requirements of HIPAA. Accordingly, you acknowledge and agree that you will not send any PHI via social media messaging. This includes, but is not limited to, posting or messaging without identifying a patient's name, but in a manner through which the patient could be identified.

Chat

NEXT provides Live Chat and Chatbot capabilities through a widget hosted on your website. This widget communicates securely with NEXT, but you are responsible for the security of the website that hosts the widget. The site must be secured by HTTPS with TLS 1.2 or higher, and you must have adequate security controls on the site to ensure the integrity of the JavaScript widget.

Reporting

Reports containing PHI should not be transmitted by email.

Surveys

Do not include PHI in surveys.

Calendar Integrations

NEXT allows integration with calendar applications. These calendar applications may not be HIPAA compliant. Users must not include PHI in Scheduled Meeting Information (Title, Description) when integrating calendars with Outlook or Google.

Third Party Integrations not Provided by Nextiva

NEXT may be integrated with third-party applications through APIs and SDK features. You are responsible for using any integrated applications in a HIPAA compliant manner.

END-POINT AND WEBSITE MANAGEMENT AND SECURITY

You understand and agree that you are responsible for the security and management of all end user devices running the NEXT application, including desktop and laptop computers and mobile devices. You are responsible for the security of websites hosting Live Chat or Chatbot widgets. You are also responsible for the security of user credentials used for accessing the NEXT application. Nextiva recommends that you consult with your information technology provider regarding best practices and procedures related to device and web security and password policies and practices.

NEXTIVAONE

SERVICE REQUIREMENTS

In order to use NextivaONE in a HIPAA-compliant environment, you must obtain a Nextiva HIPAA-compliant service offering. These service offerings are designated as HIPAA-compliant or “HC” on your quote. You must also enter into a Business Associate Agreement or BAA with Nextiva. These Guidelines are in addition to, and do not modify or amend, your responsibilities and obligations pursuant to the BAA between you and Nextiva.

USE RESTRICTIONS

SMS/MMS

SMS and MMS messages are not encrypted and not recallable. As such, you acknowledge and agree that you will not send any Protected Health Information (PHI) via the NextivaONE SMS or MMS function. SMS and MMS messages may, however, be used in a manner compliant with HIPAA, including where PHI is not sent or received.

Email

Email messages are generally unencrypted, and, accordingly, you acknowledge and agree that you will not send any PHI via email using NextivaONE. Email features, when and where available, may be utilized as long as PHI is not transmitted through email.

Contacts

The application allows you to create Business contacts. You acknowledge and agree not to include PHI in Contact First/Last Name, Company Name, or Job Title.

Conversations/Rooms

Conversations and Rooms functionalities within NextivaONE may include contacts that are set to receive SMS messages instead of messages within the NextivaONE application itself. Accordingly, you acknowledge and agree that you will not send any PHI via Conversations and/or Rooms, nor will you include PHI in the name or description of any Conversation and/or Room.

Calendar

Calendar functionalities within NextivaONE enable users to create calendar entries in the application. You acknowledge and agree that you will not include PHI in the Calendar data fields: Title, Location, or Details.

Calendar Integrations

Nextiva provides a mechanism for you to integrate and sync your Google and/or Outlook calendars with your NextivaONE calendar. You acknowledge and agree that you will not sync any such calendar that contains or may contain PHI.

Surveys

Surveys allows you to ask questions of your customers. Nextiva does not encrypt survey questions or answers on the platform. You acknowledge and agree that you will not include PHI in survey questions or elicit answers that may include PHI from survey recipients.

Topics

Topics enables users to tag conversation events with pre-defined SmartTopics. Nextiva does not encrypt SmartTopics on the platform. You acknowledge and agree that you will not include PHI in SmartTopics.

END-POINT MANAGEMENT AND SECURITY

You understand and agree that you are responsible for the security and management of all end user devices containing the NextivaONE application, including desktop and laptop computers and mobile devices. Nextiva recommends that you consult with your information technology provider regarding best practices and procedures regarding and related to device security and password policies and practices.

NEXTIVA CONTACT CENTER SERVICES

SERVICE REQUIREMENTS

In order to use NCC in a HIPAA-compliant environment, you must obtain a Nextiva HIPAA-compliant service offering. These service offerings are designated as HIPAA-compliant or “HC” on your quote. You must also enter into a Business Associate Agreement or BAA with Nextiva. In addition, if your services include Nextiva Business Communications offerings, these services must also be the HIPAA-compliant Business Communications offering. These Guidelines are in addition to, and do not modify or amend, your responsibilities and obligations pursuant to the BAA between you and Nextiva.

USE RESTRICTIONS

SMS/MMS (Outbound)

SMS/MMS messages are not encrypted, can’t be recalled (if sent to the wrong recipient), and can be intercepted on public networks. Furthermore, copies of SMS/MMS messages can remain on carriers’ servers indefinitely. As such, you acknowledge and agree that you will not send any Protected Health Information (PHI) via the NCC SMS or MMS function. SMS and MMS messages may, however, be used in a manner compliant with HIPAA, including where PHI is not sent or received.

Email

Email messages are not encrypted by default, and, accordingly, you acknowledge and agree that you will not send any PHI via email using NCC. Email features, when and where available, may be utilized only if PHI is not transmitted through email.

Contact List Management / Contact History

NCC supports the ability to manage contacts (Business, Customers) with its native "mini-CRM." Which allows you to create Business contacts and Customer Contacts. You acknowledge and agree not to include PHI in any of the Contact fields.

Social Conversations (WhatsApp, Facebook, X)

NCC supports X, WhatsApp and Facebook messaging. The posting of PHI on social media or through social media messaging applications does not generally comply with the requirements of HIPAA. Accordingly, you acknowledge and agree that you will not send any PHI via Social Conversation, nor will you include PHI in the name or description of any Social Conversation name. This includes, but is not limited to, posting or messaging without identifying a patient’s name, but in a manner through which the patient could be identified.

Chat Conversations (Proactive-Virtual, Advanced-Live, Third-Party Integrations)

NCC Application supports various Chat types and Chat integration with Third Parties. Chat Conversations within NCC may include Customers that are set to receive SMS/MMS or email messages. Accordingly, you acknowledge and agree that you will not send any PHI via Chat Conversations, nor will you include PHI in the name or description of any Chat Conversation. Further, Nextiva does not represent or warrant that the integration of NCC with any third-party application or API is compliant with HIPAA. You are solely responsible for any such use in a manner compliant with all applicable laws.

Preferences & Feedback Form (customer-facing digital forms)

With NCC, you can create a wide variety of customer-facing digital forms without any programming. The form can be for lead qualification, sentiment feedback, or for communication channel preferences. Accordingly, you acknowledge and agree that you will not include PHI in the questions, the name, or the description of any of the forms you would create, nor will you solicit responses that might include PHI.

END-POINT MANAGEMENT AND SECURITY

You understand and agree that you are responsible for the security and management of all end user devices containing the NCC application, including desktop and laptop computers and mobile devices. Nextiva recommends that you consult with your information technology provider regarding best practices and procedures regarding and related to device security and password policies and practices.

NEXTIVA CORE, ENGAGE,

AND POWER SUITE SERVICES (NEXTIVACX)

SERVICE REQUIREMENTS

In order to use Nextiva Core, Engage and/or Power Suite (“NextivaCx”) in a HIPAA-compliant environment, you must obtain a Nextiva HIPAA-compliant service offering. These service offerings are designated as HIPAA-compliant or “HC” on your quote. You must also enter into a Business Associate Agreement or BAA with Nextiva. In addition, if your services include Nextiva Business Communications offerings, these services must also be the HIPAA-compliant Business Communications offering. These Guidelines are in addition to, and do not modify or amend, your responsibilities and obligations pursuant to the BAA between you and Nextiva.

USE RESTRICTIONS

Messenger Applications

Connecting messaging apps to NextivaCX centralizes conversations across various platforms into one single interface, leading to improved response times and a consistent brand voice. Messaging apps are communication channels, facilitating real-time interactions and fostering seamless conversations between businesses and customers in a convenient and accessible manner.

NextivaCX supports the integration with various messaging apps such as, Facebook Messenger (chats sent/received), X (Twitter), Instagram DM, WhatsApp API (provides the ability to send out messages via campaign), Viber bot (cloud-based voice and messaging app that has the ability for users to integrate a bot for Viber, helping users to interact with AI that a brand puts in place), Telegram, Telegram bot, and Twilio.

The posting of PHI on social media or through social media messaging applications does not generally comply with the requirements of HIPAA. Accordingly, you acknowledge and agree that you will not send any PHI via social media messaging, nor will you include PHI in the name or description of any social media messaging name. This includes, but is not limited to, posting or messaging without identifying a patient's name, but in a manner through which the patient could be identified.

Email / Group Email Mailbox

Email messages are not encrypted by default, and, accordingly, you acknowledge and agree that you will not send any PHI via email using NextivaCX. Email features, when and where available, may be utilized only if PHI is not transmitted through email.

Social Media Management (Facebook, Instagram, WhatsApp, X, YouTube)

Currently, the Social Media channels that can be connected through NextivaCX are: Facebook, Twitter, LinkedIn, Instagram and Youtube. Once social channels have been connected to NextivaCX, businesses can begin using NextivaCX to monitor, analyze and respond to social interactions.

The posting of PHI on social media does not generally comply with the requirements of HIPAA. Accordingly, you acknowledge and agree that you will not send any PHI via social conversation, nor will you include PHI in the name or description of any social conversation name, case determination/name or customizable auto-responses. This includes, but is not limited to, posting or messaging without identifying a patient's name, but in a manner through which the patient could be identified.

Review Management

Online Reviews in NextivaCX provides the businesses with the opportunity to manage their customers reviews across a variety of review platforms. There are five categories in the review platforms: App Store Reviews, Location Reviews, E-Commerce Reviews, Other Reviews (such as Glassdoor and Indeed), and App Store Competitors reviews. You acknowledge and agree that you will not include ePHI in the name or description of any of the reviews.

END-POINT MANAGEMENT AND SECURITY

You understand and agree that you are responsible for the security and management of all end user devices containing the NextivaCX application, including desktop and laptop computers and mobile devices. Nextiva recommends that you consult with your information technology provider regarding best practices and procedures regarding and related to device security and password policies and practices.

Last Updated: November 05, 2025

NEXTIVA, INC. CONNECT BETA LICENSE AGREEMENT

PLEASE CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THE NEXTIVA, INC. (“**NEXTIVA**”) CONNECT BETA LICENSE AGREEMENT (THIS “**AGREEMENT**”). IF YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE “ACCEPT” BUTTON. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE “DECLINE” BUTTON AND YOU WILL BE INELIGIBLE TO PARTICIPATE IN THE NEXTIVA, INC. CONNECT BETA PROGRAM. BY CLICKING “ACCEPT” YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTY THAT YOU REPRESENT (THE “**PARTICIPANT**”).

This Agreement is entered into as of the date accepted by the Participant (the “**Effective Date**”).

Participant wishes to evaluate the Nextiva Connect desktop application and related Nextiva Connect features, functionalities and services as added to the Participant’s account (the **"Beta Services"**).

1. **USE OF THE BETA SERVICES.** In consideration for the Participant’s participation in the Beta program provided for herein, Nextiva grants Participant a nonexclusive, nontransferable, non-sublicensable, temporary, revocable, limited right to access and use the Beta Services solely for the purpose of testing and evaluating the Beta Services. The rights granted under this Agreement are granted only to Participant and may not be assigned or transferred to any other party. Title to the Beta Services remains in Nextiva. Participant agrees that it will not (a) permit unauthorized access to or use of the Beta Services; (b) attempt to gain unauthorized access to the Beta Services or any related systems or networks; or (c) interfere with or disrupt the integrity or performance of the Beta Services or the data contained therein. Participant further agrees to safeguard all passwords related to the Beta Services and to notify Nextiva immediately of any

unauthorized use of Participant's password and/or account, or any other known or suspected breach of security.

2. **TERM AND TERMINATION.** The rights granted in Section 1 of this Agreement shall be in effect for the earlier of **sixty (60) days** from the date of delivery of access to the Beta Services to Participant or until either party provides the other with written notice of its termination of this Agreement ("**Beta Period**"). Participant agrees not to attempt to gain access to the Beta Services after the Beta Period without Nextiva's express permission. Participant understands and agrees that Nextiva is under no obligation to release any final service or product resulting from the Beta Program to the public, including for Participant's use after the Beta Period.
3. **DISCLAIMER OF WARRANTY.** NEXTIVA SPECIFICALLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. Nextiva does not warrant that the Beta Service(s) will meet Participant's requirements or that operation will be uninterrupted or error free. The Beta Services(s) are provided "AS IS". PARTICIPANT AGREES THAT NEXTIVA SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES ARISING FROM PARTICIPANT'S USE OF THE BETA SERVICE(S). PARTICIPANT IS SOLELY RESPONSIBLE FOR ALL ACTIVITY OCCURING UNDER PARTICIPANT'S ACCOUNT(S) AND AGREES TO FULLY COMPLY WITH ALL APPLICABLE LAWS.

   Participant understands and agrees that any data entered by Participant into the Beta Services may be deleted or otherwise unavailable to Participant at the conclusion of the Beta Period even if Participant and Nextiva enter into a further agreement to allow Participant to continue to use any of the Beta Services at the conclusion of the Beta Period. Nextiva encourages Participant to maintain redundant back-up copies of any data inputted by Participant into the Beta Services.

4. **REPORTING.** Participant agrees to provide Nextiva with reports of any defects found in, and any recommendations for changes or modifications to, the Beta Service(s). Participant further agrees to designate one or more individuals that will provide regular feedback (at least once every two weeks) to Nextiva, including by email, chat and audio and/or video conferences that may, in Nextiva's discretion, be recorded. Participant acknowledges and agrees that Nextiva shall exclusively own and retain all right, title, and interest, including but not limited to all intellectual property rights, in and to all suggestions, ideas, enhancements, requests, feedback, recommendations, and other information provided by Participant.
5. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Arizona. The parties hereby irrevocably consent to the jurisdiction of the courts having jurisdiction over Maricopa County, Arizona for the interpretation of this Agreement and for the resolution of all disputes hereunder.
6. **INCORPORATION OF TERMS AND CONDITIONS.** Participant further agrees to the Nextiva Terms and Conditions located at https://www.nextiva.com/legal.html. If there is a conflict between this Agreement and the Terms and Conditions referenced herein, the terms of this Agreement will prevail.
7. **CONFIDENTIAL INFORMATION.** Participant agrees that the Beta Services and any information concerning the Beta Services (including, but not limited to, its nature and existence, feature, functionalities, availability, log-in credentials, and interface (including screenshots thereof), and any other information disclosed to Participant by Nextiva regarding or in connection with the Beta Services shall be considered and referred to herein as "**Confidential Information**". Confidential Information shall not include information that would otherwise be deemed Confidential Information, but (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the Participant at the time of its receipt from Nextiva; (iii) is rightfully received by the Participant from a third party who did not acquire or disclose such information by a wrongful or tortuous act; or (iv) can be shown by documentation to have been independently developed by the Participant without reference or access to any

Confidential Information. All Confidential Information remains Nextiva's sole property, and Participant has no implied licenses or other rights in the Confidential Information except as expressly set forth in this Agreement.

8. **NON-USE AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION.** Participant agrees that it will not disclose, publish, or otherwise disseminate any Confidential Information to anyone. Participant further agrees to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information, including preventing access to or display of the Beta Services to third parties. Participant agrees to use the Confidential Information solely for the permitted uses as set forth in this Agreement. Participant agrees not to use Confidential Information otherwise for its own or any third party's benefit without Nextiva's prior written approval in each instance. Participant hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Nextiva that may be difficult to ascertain. Accordingly, Participant agrees that Nextiva will have the right to seek immediate injunctive relief to enforce obligations under this Agreement in addition to any other rights and remedies available to it.
9. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior agreements or understandings between the parties, whether written or oral, with respect hereto. No modification to this Agreement shall be of any force or effect unless made in writing and signed by each party.
10. **NO UNANNOUNCED MODIFICATIONS.** By signing and delivering this Agreement and/or any schedule, exhibit, amendment, or addendum thereto, the delivering party represents to the other party that the delivering party has not made any changes to such document from the draft most-recently provided to the delivering party by the other party unless the delivering party has expressly called such changes to the other party's attention in writing (e.g., by "redlining" the document or by a comment memo or email).

Last Updated: December 23, 2021

Trademark

Guidelines

Brand Asset Trademark Guidelines

The name Nextiva belongs to Nextiva, Inc. (“Nextiva”) and our logos, service marks, and trade names (collectively, the “Marks”) are trademarks or registered trademarks of, and are proprietary to, Nextiva or other respective owners that have granted Nextiva the right and license to use such Marks. These Marks are important intellectual property assets of Nextiva.

These guidelines have been created to ensure a uniform and proper use of our Trademarks by all of our licensees, partners, and other authorized users. Without express written agreement from Nextiva, there is no license, right, title, or interest granted in any Nextiva Marks or other intellectual property.

When you have express written agreement from Nextiva, these guidelines provide an overall reference with respect to the proper and permissible use of our Marks. The purpose is to assist you with referring to our Marks and to ensure the correct use of our Marks (including logos, names, and names of products and services). Nextiva is the sole and exclusive owner of our Marks and we reserve all right, title and interest in our Marks and other intellectual property. Nextiva reserves the right to revoke or limit your usage of any Nextiva Trademark at any time and for any reason.

You must observe these guidelines and maintain a clear distinction between your products and services and Nextiva, Inc.’s products and services, as well as between your trademarks and our Marks. Please do not display these graphics in a way that

implies a relationship, affiliation, or endorsement by Nextiva of your products, services, or business. Also, please do not alter, distort, or modify any Nextiva Marks or intellectual property (including those shown as graphics, images, or video content) in any way, or combine them with any other graphics, without prior written consent from Nextiva.

These guidelines are subject to revision at any time by Nextiva.

Terms Trademarked:

Nextiva's Marks are always changing. Some of our Marks include, but are not limited to:

Nextiva®
Nextiva Office®
NextOS®
CoSpace®
xBert®
Amazing Service®
Simplifying Business Communication®
SmartTopics®
NextCon®
BuildAmazing®
NextIQ®

General Guidelines

Use our Marks only with the express written permission of Nextiva. You may not use our Marks unless you have an agreement with Nextiva, Inc. or you otherwise receive our permission to use the Trademarks. Upon receiving our permission, your use must be limited to these Guidelines, and the limited permission you have received to

use specific Trademarks. If you have any questions about these Guidelines or our Trademarks, please contact us at xbert@nextiva.com.

Do not combine our name with yours. Do not combine our name or Marks with your name, marks, or names of products and services.

No confusingly similar uses. You must not attempt to obtain ownership rights in our Trademarks, or any confusingly similar approximations, whether by trademark registration, domain name registration (including second-level domain names), or otherwise.

Do not use a confusingly similar design or copy verbiage. Do not copy the look and feel of Nextiva's Marks or our Website and do not copy any verbiage incorporated into our Website.

Do not use our Marks for promotional activities. Do not use our Marks (including logos, trade dress, color or design motif) or other elements of our product packaging and website in any of your advertising, product packaging, promotional and other materials, or merchandise.

Do not alter our Marks. You may not change, alter or modify the appearance of our Trademarks by abbreviating them, incorporating them into acronyms, changing their spelling, using them in parts, changing their looks, making color variations, or using improper capitalization.

Display our trademark symbol. Please display our Marks (including logos) with the appropriate ™ or ® symbol either with the first usage of the Mark or throughout whatever material you are incorporating Nextiva's Marks into.

Use as an adjective. If you do refer to a Nextiva Mark, please always use the Mark as a proper adjective and never as a noun or a verb. Whenever possible, use our of a Mark

should be followed by a common descriptive name (noun) – for example, “Nextiva® VOIP services”.

Always use the Nextiva Marks as they are provided to you and in compliance with these guidelines.

Last Updated: May 27, 2021

Nextiva Affiliate Program Terms

Search Campaign

Protected SEM Bidding Keywords

Nextiva runs its own pay-per-click (“PPC”) campaigns. As a result, we do not allow affiliates to bid on keywords containing Nextiva trademarked terms or keywords that resemble Nextiva terms. These keywords include (but aren't limited to): Nextiva, Nextiva voip, Nextiva Inc., Nextiva fax, Nextivafax, Nextiva.com, www.Nextiva.com, uk.Nextiva.com, us.Nextiva.com. We also do not allow our affiliates to use the keywords mentioned above as part of "long tail" keywords such as, but not limited to, Nextiva business voip, Nextiva business fax, voip fax Nextiva, Nextiva coupons, Nextiva promotions. In order to meet our Program Terms and Conditions, you must include the following terms as negative broad match keywords: Nextiva, Nextiva fax, Nextiva Inc., Nextiva voip, Nextivafax, Nextiva.com, www.Nextiva.com, uk.Nextiva.com, us.Nextiva.com. Non-compete SEM Bidding Keywords: You must not display PPC adverts that appear in a higher position than those from Nextiva’s own PPC Campaigns. If advertisements placed by you outrank advertisements from a Nextiva campaign, you should immediately lower the CPC bid.

Prohibited SEM Display URL Content

Display URLs: You may not use any Nextiva domain (including but not limited to www.Nextiva.com or Nextiva.com or any Nextiva country-specific domain or sub-domain e.g. Nextiva.co.uk or Nextiva.fr, uk.Nextiva.com, Nextiva.ca, us.Nextiva.com) as the display URL in a PPC advert. The use of a Nextiva trademark in the domain after .com is not to be used in any PPC advertising (e.g. www.domain.com/Nextiva). Trademarks: Please do not use a domain name containing any Nextiva trademark. This includes domains that combine a Nextiva trademark with any combination of additional letters, numbers, words, phrases or other characters. This restriction includes domain names containing any misspelling or other variation of any Nextiva trademark which may be misleading. In addition, the use of Nextiva in the domain after .com is not to be used in any PPC advertising (e.g., www.domain.com/Nextiva). Direct linking: Any advertisements should only ever link directly to your website, not re-direct to Nextiva.com, and be represented solely as an affiliate of Nextiva.com. Direct linking to Nextiva.com is strictly forbidden.

Prohibited SEM Ad Copy Content

Search Campaigns - Prohibited SEM Ad Copy Content Trademarks: We ask that you do not use the trademarked terms Nextiva or Nextiva.com, or keywords that resemble Nextiva terms (e.g., common misspellings or plural versions) in PPC advertisement copy, regardless of the originally searched for keyword. advertisement copy should not contain Nextiva trademarked terms or those that resemble Nextiva terms. These terms include (but aren't limited to): Nextiva, Nextiva fax, Nextiva Inc., Nextiva voip, Nextivafax, Nextiva.com, www.Nextiva.com, uk.Nextiva.com, us.Nextiva.com. We also do not allow our affiliates to use the terms mentioned above as part of advert copy e.g., Nextiva fax store, Nextiva voip fax, voip fax Nextiva, Nextiva coupons, Nextiva promotions. Mimicking Nextiva: We kindly ask that you do not display advertisements imitating or mimicking Nextiva or suggesting that your ad is served by Nextiva in any way.

Nextiva runs their own PPC campaigns. As such, we do not work with PPC affiliates. You are, of course, still permitted to send traffic directly to your website, whilst adhering to Nextiva's Terms and Conditions. Any advertisement should only ever link directly to your website, not redirect to Nextiva.com, and be represented solely as an affiliate of Nextiva.com. Direct linking to Nextiva.com is strictly forbidden.

Website

Prohibited Website Domain Keywords

Display URLs: you may not use any Nextiva domain (including but not limited to www.Nextiva.com or Nextiva.com or any Nextiva country-specific domain or sub-domain e.g. Nextiva.co.uk or Nextiva.fr, uk.Nextiva.com, us.Nextiva.com) as the display URL in a PPC advert. The use of a Nextiva trademark in the domain after .com is not to be used in any PPC advertising (e.g., www.domain.com/Nextiva). Trademarks: Please do not use a domain name containing any Nextiva trademark. This includes domains that combine a Nextiva trademark with any combination of additional letters, numbers, words, phrases or other characters. This restriction includes domain names containing any misspelling or other variation of any Nextiva trademark which may be misleading. In addition, the use of Nextiva in the domain after .com is not to be used in any PPC advertising (e.g., www.domain.com/Nextiva). Direct linking: All advertisements should only ever link directly to your website, not redirect to Nextiva.com, and be represented solely as an affiliate of Nextiva.com. Direct linking to Nextiva.com is strictly forbidden.

Prohibited Web Site URL Keywords

Display URLs: you may not use any Nextiva domain (including but not limited to www.Nextiva.com or Nextiva.com or any Nextiva country-specific domain or sub-domain e.g. Nextiva.co.uk or Nextiva.fr, uk.Nextiva.com, us.Nextiva.com) as the display URL in a PPC advert. The use of a Nextiva trademark in the domain after .com is not to be

used in any PPC advertising (e.g., www.domain.com/Nextiva). Trademarks: Please do not use a domain name containing any Nextiva trademark. This includes domains that combine a Nextiva trademark with any combination of additional letters, numbers, words, phrases or other characters. This restriction includes domain names containing any misspelling or other variation of any Nextiva trademark which may be misleading. In addition, the use of Nextiva in the domain after .com is not to be used in any PPC advertising (e.g., www.domain.com/Nextiva). Direct linking: All adverts should only ever link directly to your website, not redirect to Nextiva.com, and be represented solely as an affiliate of Nextiva.com. Direct linking to Nextiva.com is strictly forbidden.

Prohibited Website Content

Online Content: In order to work with Nextiva, your site(s) cannot be associated with any racist, overtly political, vulgar or sexual content that Nextiva deems offensive. You must remove all content deemed offensive by Nextiva within 24 hours of being notified by the Nextiva Affiliate Team. Social Media Sites: Nextiva is very active in various social media communities, and so we kindly ask that you do not create groups or specific web pages in social communities to promote Nextiva offers. We do not allow use of Nextiva.com, the Nextiva trademark or misspellings of the name (nor other similar terms which may result in confusion), including but not limited to Nextiva, Nextiva Print, Nextiva Inc., Nextiva.com, www.Nextiva.com, on any social media or social networking tools or sites as a means to promote Nextiva offers, deals, coupons or promotions of any kind. PR Policy and Press Releases: Whilst Nextiva recognizes the importance of promoting your site and its affiliation with Nextiva to drive customers from your site to Nextiva’s pages, we request that all affiliates do not mention Nextiva in press releases or written promotional materials without written consent from the Nextiva Affiliate Team.

Unacceptable Web Sites

Online Content: In order to work with Nextiva, your site(s) cannot be associated with any racist, overtly political, vulgar or sexual content that Nextiva - at Nextiva’s sole

discretion - deems offensive. You must remove all content deemed offensive by Nextiva within 24 hours of being notified by the Nextiva Affiliate Team. Social Media Sites: Nextiva is very active in various social media communities, and so we kindly ask that you do not create groups or specific web pages in social communities to promote Nextiva offers. We do not allow use of Nextiva.com, the Nextiva trademark or misspellings of the name (nor other similar terms which may result in confusion), including but not limited to Nextiva, Nextiva fax, Nextiva Inc., Nextiva voip, Nextiva.com, www.Nextiva.com, on any social media or social networking tools or sites as a means to promote Nextiva offers, deals, coupons or promotions of any kind. PR Policy and Press Releases: Whilst Nextiva recognizes the importance of promoting your site and its affiliation with Nextiva to drive customers from your site to Nextiva.com, we request that all affiliates do not mention Nextiva in press releases or written promotional materials without written consent from the Nextiva Affiliate Team.

Use of Logos and Trademarks in Web sites

The Nextiva logo and Nextiva owned images cannot be altered or changed. If you require a certain logo or image size that is not available inside our affiliate portal please reach out to Nextiva directly by emailing afiiliates@Nextiva.com. PR Policy and Press Releases: Whilst Nextiva recognizes the importance of promoting your site and its affiliation with Nextiva to drive customers from your site to Nextiva.com, we request that all affiliates do not mention Nextiva in press releases or written promotional materials without written consent from the Nextiva Affiliate Team.

Non-Commissionable Items

A Non-Commissionable VoIP Lead:

1. Does not have a US-based business excluding the states of Alaska or Hawaii
2. Does not have an active internet connection (T-1, not wi-fi, clear of satellite, DSL, Cable, Fiber)

3. Is not actively looking to have VoIP Service installed A sale will be considered non-commissionable if the account does not remain active for at least 60 days after the initial sign up. Affiliates will not be paid for sales with accounts that cancel within 60 days from the sign-up date.

Last Updated: May 27, 2021

SMS TERMS AND CONDITIONS OF USE

By opting in, you agree to receive and authorize Nextiva, Inc. (“we,” “us,” “our”) (and its service providers) to send recurring automated and personalized SMS/text messages to you at the mobile number you provide. SMS messages may include:

> Transactional / Account Messages (Non-Marketing): order confirmations, provisioning notices, billing/renewal reminders (if applicable), support ticket updates, service notices related to your account, and other operational/account communications.
> Marketing Messages: promotions, product updates, feature announcements, events, surveys, and special offers.

You can choose to opt in to Transactional, Marketing, or both (see Section 2). Nextiva reserves the right to modify or amend these Terms from time to time and without notice to you.

BY ACCEPTING THESE TERMS, YOU ALSO AGREE TO OUR PRIVACY POLICY, LOCATED AT https://www.nextiva.com/privacy-policy.html, WHICH IS INCORPORATED HEREIN AND MAY BE UPDATED OR AMENDED FROM TIME TO TIME.

Eligibility & Mobile Number Requirements. You represent that:

- You are authorized to enroll the mobile number provided (your number or one you are authorized to use).
- You are at least 18 years old (or the age of majority where you live).

Consent Types.

- Transactional / Account Messages (Non-Marketing). By opting in to Transactional SMS, you consent to receive text messages related to your account, services, devices, orders and support tickets. Consent to Transactional SMS is not a condition of purchase.
- Marketing Messages. By opting in to Marketing SMS, you consent to receive promotional text messages from us. Marketing consent is not required to buy our products or services.
- Use of Automated Technology. You understand and agree that Transactional SMS and/or Marketing SMS may be sent using automated technologies.
- Your selections control what you receive. If you opt into Transactional SMS only, you will not receive Marketing SMS unless you separately opt in later.

How to Opt In. You may opt in by any of the following methods:

- Checking a box during checkout, account registration, billing setup, or support ticket submission.
- Enabling SMS preferences in your account settings.
- Confirming opt-in via a reply or verification step (e.g., “Reply YES to confirm”).
- With respect to Transactional SMS, by verbally agreeing to receive such messages from us.

We may send a confirmation message when you opt in.

Message Frequency. Message frequency varies based on your activity and selected message types and may vary by user. We reserve the right to alter the frequency of messages sent at any time.

Transactional SMS. Frequency depends on order activity, support ticket activity, and service notifications.

Marketing SMS. Up to 6 messages per month.

Costs & Carrier Disclosures. **Message and data rates may apply.** To participate, you must have text messaging enabled on your device and a compatible text messaging plan. Not all carriers, devices and/or plans may be supported, and text messaging may not be available in all areas. Delivery depends on your mobile device and carrier network. We, our service providers, and your wireless carrier are not liable for delayed or undelivered messages.

Cancellation. You can opt out of all SMS messages at any time by replying “STOP,” “END,” “CANCEL,” “UNSUBSCRIBE,” or “QUIT”. After you opt out, you may receive one final message to confirm your opt out. Please note that if you opt out of Transactional SMS, you may miss time-sensitive account updates. You may still be able to receive these updates by email or by contacting Nextiva support. You can re-enroll at any time by updating your preferences in your account or by replying “START”.

Help / Support. For help, reply HELP or contact us at help.nextiva.com or by calling (800) 285-7995.

Privacy. We may use your mobile number and messaging interaction data to deliver and improve our SMS program and as described in our Privacy Policy.

No Emergency Use. Our SMS program is not intended for emergencies. Do not use SMS to send emergency requests.

Effective: April 22, 2026

1. ACTION TO BE TAKEN:

~~_____CONSENT~~

_____1st READING

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

~~___Adopt as Presented~~
~~*(change "revised" & "reviewed" date)*~~

___Adopt with Additional District Edits
(change "revised" & "reviewed" date)

~~___Not Adopted~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Board of Education

2:220 Board of Education Meeting Procedure

Agenda

The Board President is responsible for focusing the Board meetings' agendas on appropriate content. The Superintendent shall prepare agendas in consultation with the Board President. The President shall designate a portion of the agenda as a consent agenda for those items that usually do not require extensive discussion before Board of Education action. Upon the request of any Board member, an item will be withdrawn from the consent agenda and placed on the regular agenda for independent consideration.

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Items submitted by Board members to the Superintendent or the President shall be placed on the agenda for an upcoming meeting. ~~District residents may suggest inclusions for the agenda.~~[Q1] The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Superintendent shall provide a final draft of the Administrative agenda as approved by the Board of Education President, with adequate data and background information, to each Board of Education member at least 6 (six) days before each meeting, except a meeting held in the event of an emergency. The meeting agenda shall be posted in accordance with policy 2:200, *Types of Board of Education Meetings*. The public posting must occur 48 hours before each meeting.

The Board President shall determine the order of business at regular Board of Education meetings. Upon consent of a majority of members present, the order of business at any meeting may be changed.

Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Board of Education, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of "abstain" or "present," or a vote other than "yea" or "nay," or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law. The sequence for casting votes shall be rotated.

On all questions involving the expenditure of money and on all questions involving the closing of a meeting to the public, a roll call vote[Q2] shall be taken and entered in the Board's minutes. An individual Board member may request that a roll call vote be taken on any other matter; the President or other presiding officer may approve or deny the request but a denial is subject to being overturned by a majority vote of the members present.

Minutes

The Board Secretary shall keep written minutes of all Board of Education meetings (whether open or closed), which shall be signed by the President and the Secretary. The minutes include:

1. The meeting's date, time, and place;
2. Board of Education members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted "yea" and "nay";
5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting;
7. A record of all motions, the members making the motion and the second; and
8. Upon request by a Board member, a record of how he or she voted on a particular motion; and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Board of Education for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later.

Every six months, or as soon after as is practicable, in an open meeting, the Board: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) determines which, if any, no longer require confidential treatment and are available for public inspection. This is also referred to as a *semi-annual review.* The Board may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release, but it reports its determination in open session.

The official minutes are in the custody of the Board Secretary. Open meetings minutes are available for inspection during regular office hours within 10 days after the Board's approval, in the office of the Superintendent or designee, in the presence of the Secretary, the Superintendent or designee, or any Board of Education member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection, except that Board members may access closed session minutes not yet released for public inspection (1) in the District's administrative offices or their official storage location, and (2) in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected Board member. The minutes, whether reviewed by members of the public or the Board, shall not be removed from the District's administrative offices or their official storage location except by vote of the Board or by court order.

The Board's open meeting minutes shall be posted on the District website within 10 days after the Board approves them; the minutes will remain posted for at least 60 days.

Verbatim Record of Closed Meetings

The Superintendent, or the Board Secretary when the Superintendent is absent, shall audio record all closed meetings. If neither is present, the Board President or presiding officer shall assume this responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Superintendent shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Board for every

closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained close to the Board's regular meeting location.

After 18 months have passed since being made, the audio recording of a closed meeting is destroyed provided the Board approved: (1) its destruction, and (2) minutes of the particular closed meeting. This will be reviewed and approved by the Board semi-annually.

Individual Board members may access verbatim recordings in the presence of the Recording Secretary, the Superintendent or designated administrator, or any elected Board member. Access to the verbatim recordings is available at the District's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Superintendent or Board President. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from the District's main office or official storage location, except by vote of the Board or by court order.

Before making such requests, Board members should consider whether such requests are germane to their responsibilities, service to District, and/or Oath of Office in policy 2:80, *Board Member Oath and Conduct*. In the interest of encouraging free and open expression by Board members during closed meetings, the recordings of closed meetings should not be used by Board members to confirm or dispute the accuracy of recollections.

Quorum and Participation by Audio or Video Means

A quorum of the Board must be physically present at all Board meetings. A majority of the full membership of the Board of Education constitutes a quorum.

Provided a quorum is physically present, a Board member may attend a meeting by video or audio conference if he or she is prevented from physically attending because of: (1) personal illness or disability, (2) employment or District business, (3) a family or other emergency, ~~or~~ (4) unexpected childcare obligations, or (5) performance of *active military duty* as a *service member*.PRESSPlus1 If a member wishes to attend a meeting by video or audio means, he or she must notify the recording secretary or Superintendent at least 24 hours before the meeting unless advance notice is impractical. The recording secretary or Superintendent will inform the Board President and make appropriate arrangements. A Board member who attends a meeting by audio or video means, as provided in this policy, may participate in all aspects of the Board meeting including voting on any item.

No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration

The ability of the Board to meet in person with a quorum physically present at its meeting location may be affected by the Governor or the Director of the Ill. Dept. of Public Health issuing a disaster declaration related to a public health emergency. The Board President or, if the office is vacant or the President is absent or unable to perform the office's duties, the Vice President determines that an in-person meeting or a meeting conducted under the **Quorum and Participation by Audio or Video Means** subhead above, is not practical or prudent because of the disaster declaration; if neither the President nor Vice President are present or able to perform this determination, the Superintendent shall serve as the duly authorized designee for purposes of making this determination.

The individual who makes this determination for the Board shall put it in writing, include it on the Board's published notice and agenda for the audio or video meeting and in the meeting minutes, and ensure that the Board meets every OMA requirement for the Board to meet by video or audio conference without the physical presence of a quorum.

Rules of Order

Unless State law or Board-adopted rules apply, the Board President, as the presiding officer, will use

the most recent editions of Robert's Rules of Order, Newly Revised, as a guide when a question arises concerning procedure.

Broadcasting and Recording Board Meetings

Any person may record or broadcast an open Board meeting. Special requests to facilitate recording or broadcasting an open Board meeting, such as seating, writing surfaces, lighting, and access to electrical power, should be directed to the Superintendent at least 24 hours before the meeting.

Recording meetings shall not distract or disturb Board members, other meeting participants, or members of the public. The Board President may designate a location for recording equipment, may restrict the movements of individuals who are using recording equipment, or may take such other steps as are deemed necessary to preserve decorum and facilitate the meeting.

LEGAL REF.:

5 ILCS 120/2a, 120/2.02, 120/2.05, 120/2.06, and 120/7, Open Meetings Act.

105 ILCS 5/10-6, 5/10-7, 5/10-12, and 5/10-16.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:150 (Committees), 2:200 (Types of Board of Education Meetings), 2:210 (Organizational Board of Education Meeting), 2:230 (Public Participation at Board of Education Meetings and Petitions to the Board)

ADOPTED: September 10, 2002

REVISED: December 7, 2023

REVIEWED: December 7, 2023

Questions and Answers:

***Required Question 1. The Board may restrict addition of discussion items suggested by District residents to the agenda to the beginning of a regular meeting and/or upon unanimous approval of those board members present.

Does the Board want to add restrictions regarding addition of discussion items suggested by District residents to the agenda?

X
- ○ No (Default)
- ○ Yes, restrict to the beginning of a regular meeting. (IASB will add the following sentence: Discussion items suggested by District residents may be added to the agenda at the beginning of a regular meeting.)
- ○ Yes, restrict to upon unanimous approval of those board members present. (IASB will add the following sentence: Discussion items suggested by District residents may be added to the agenda upon unanimous approval of those Board members present.)
- ○ Yes, restrict to the beginning of a regular meeting upon unanimous approval of those board members present. (IASB will add the following sentence: Discussion items suggested by District residents may be added to the agenda at the beginning of a regular meeting upon unanimous approval of those Board members present.)

***Required Question 2. Does the Board take a roll call vote on *all* action items?

- [x] No (Default)
- [ ] Yes (IASB will replace this paragraph with the following sentence: The Board shall take a roll call vote on all matters requiring its action, including but not limited to, all questions involving the expenditure of money and all questions involving the closing of a meeting to the public.)

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Open Meetings Act (OMA), 5 ILCS 120/7(a), amended by P.A. 104-438. OMA borrows the definition for *active military duty* from the Service Member Employment and Reemployment Act, 330 ILCS 61/1-10. 5 ILCS 120/7(a), amended by P.A. 104-438. It means any full-time military service regardless of length or voluntariness, including, but not limited to, annual training, full-time National Guard Duty, and State active duty. 330 ILCS 61/1-10. *Service member* means a resident of Illinois who is a member of any component of the U.S. Armed Forces or the National Guard of any state, D.C., a commonwealth, or territory of the U.S. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

~~_____CONSENT~~

_____1st READING

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~___Adopt with Additional District Edits~~
~~*(change "revised" & "reviewed" date)*~~

~~___Not Adopted~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Board of Education

2:250 Access to District Public Records

Full access to the District's *public records* is available to any person as provided in the Illinois Freedom of Information Act (FOIA), this policy, and implementing procedures.

Freedom of Information Officer

The Superintendent shall serve as the District's Freedom of Information Officer and assumes all the duties and powers of that office as provided in FOIA and this policy. The Superintendent may delegate these duties and powers to one or more designees but the delegation shall not relieve the Superintendent of the responsibility for the delegated action that was delegated. The Superintendent or designee(s) shall report any FOIA requests and the status of the District's response to the Board at each regular Board meeting.

Definition

The District's *public records* are defined as records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary materials pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of the School District. The District's public records do not include *junk mail*.[PRESSPlus1]

Requesting Records

A request for inspection and/or copies of public records must be made in writing and may be submitted by personal delivery, mail, telefax, or email directed to the District's Freedom of Information Officer. Individuals making a request are not required to state a reason for the request other than to identify when the request is for a commercial purpose or when requesting a fee waiver. Email requests must include the entirety of the request within the body of the email and not as an attachment or hyperlink.[PRESSPlus2] All requests for inspection and copying shall immediately be forwarded to the District's Freedom of Information Officer or designee.

Responding to Requests

The Freedom of Information Officer shall approve all requests for public records unless:

1. The requested material does not exist;
2. The requested material is exempt from inspection and copying by the Freedom of Information Act; or
3. Complying with the request would be unduly burdensome;.
4. The request would require the District to open electronically attached files or hyperlinks to view or access details of a request. In that case, the requester shall be notified within five business days that the entirety of the electronic request must appear within the body of the electronic submission; or
5. The District has a reasonable belief that the request was not submitted by a person, and the requester fails to verify orally or in writing that they are a person within 30 days of the District's

request for such verification.[PRESSPlus3]

Within 5 business days after receipt of a request for access to a public record, the Freedom of Information Officer shall comply with or deny the request, unless the time for response is extended as specified in Section 3 of FOIA. The Freedom of Information Officer may extend the time for a response for up to 5 business days from the original due date. If an extension is needed, the Freedom of Information Officer shall: (1) notify the person making the request of the reason for the extension, and (2) either inform the person of the date on which a response will be made or agree with the person in writing on a compliance period.

Notwithstanding the above, the Freedom of Information Officer shall respond to requests for *commercial purposes* and to *recurrent requesters* (as those terms are defined in Section 2 of FOIA) according to Sections 3.1 and 3.2 of FOIA.

When responding to a request for a record containing both exempt and non-exempt material, the Freedom of Information Officer shall redact exempt material from the record before complying with the request.

Copying Fees

Persons making a request for copies of public records must pay any applicable copying fee. The Freedom of Information Officer shall, as needed, recommend a copying fee schedule for the Board's approval. Copying fees, except when fixed by statute, are reasonably calculated to reimburse the District's actual cost for reproducing and certifying public records and for the use, by any person, of its equipment to copy records. No copying fee shall be charged for the first 50 pages of black and white, letter or legal sized copies. No copying fee shall be charged for electronic copies other than the actual cost of the recording medium.

Fees for Responding to a Request for a Commercial Purpose

In addition to copying fees, persons making a request for a *commercial purpose*, as defined in FOIA, must pay a fee of $10 for each hour spent by personnel in searching for and retrieving the record. However, no fees shall be charged for the first 8 hours spent by personnel in searching for or retrieving a requested record. The District also charges the actual cost of retrieving and transporting public records from an off-site storage facility when the public records are maintained by a third-party storage facility under contract with the District. Whenever the District charges any fees to a requester making a commercial request, the Freedom of Information Officer shall provide the requester with an accounting of all fees, costs, and personnel hours in connection with the request for public records.

Access

The inspection and copying of a public record that is the subject of an approved access request is permitted at the District's administrative office during regular business hours, unless other arrangements are made by the Freedom of Information Officer.

Many public records are immediately available from the District's website including, but not limited to, a description of the District and the methods for requesting a public record.

Preserving Public Records

Public records, including email messages, shall be preserved and cataloged if: (1) they are evidence of the District's organization, function, policies, procedures, or activities, (2) they contain informational data appropriate for preservation, (3) their retention is required by State or federal law, or (4) they are subject to a retention request by the Board Attorney (e.g. a litigation hold), District auditor, or other individual authorized by the School Board or State or federal law to make such a request. Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission.

LEGAL REF.:

5 ILCS 140/, Illinois Freedom of Information Act.

50 ILCS 205/, Local Records Act.

105 ILCS 5/10-16 and 5/24A-7.1.

820 ILCS 40/11, Personnel Record Review Act.

820 ILCS 130/5, Prevailing Wage Act.

CROSS REF.: 2:140 (Communications To and From the Board), 5:150 (Personnel Records), 7:340 (Student Records)

ADOPTED: February 2, 2012

REVISED:

REVIEWED: February 2, 2023

PRESSPlus Comments

PRESSPlus 1. Updated in response to the Freedom of Information Act (FOIA), 5 ILCS 140/2, amended by P.A 104-438. *Junk mail* means any unsolicited commercial mail or commercial electronic communication sent to a district and not responded to by a district. **Issue 121, March 2026**

PRESSPlus 2. Updated in response to FOIA, 5 ILCS 140/3(c), amended by P.A. 104-438. **Issue 121, March 2026**

PRESSPlus 3. Updated in response to FOIA, 5 ILCS 140/3(j), added by P.A. 104-438. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

~~_____CONSENT~~

_____1st READING

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

~~___Adopt as Presented~~
~~*(change "revised" & "reviewed" date)*~~

___Adopt with Additional District Edits
(change "revised" & "reviewed" date)

~~___Not Adopted~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Operational Services

4:165 Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors

Child sexual abuse and grooming behaviors harm students, their parents/guardians, the District's environment, its school communities, and the community at large, while diminishing a student's ability to learn. The Board has a responsibility and obligation to increase awareness and knowledge of: (1) issues regarding child sexual abuse, (2) likely warning signs that a child may be a victim of sexual abuse, (3) ~~grooming~~ behaviors related to child sexual abuse and grooming, (4) how to report child sexual abuse, (5) appropriate relationships between District employees and students based upon State law, and (6) how to prevent child sexual abuse.

To address the Board's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children, and define prohibited grooming behaviors, the Superintendent or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program. The Program will:

1. Educate students with:
   a. An age-appropriate and evidence-informed health and safety education curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities, through policy 6:60, *Curriculum Content*;
   b. Information in policy 7:250, *Student Support Services*, about: (i) District counseling options, assistance, and intervention for students who are victims of or affected by sexual abuse, and (ii) community-based Children's Advocacy Centers and sexual assault crisis centers and how to access those serving the District.
2. Train District employees about child sexual abuse and grooming behaviors by January 31 of each school year with materials that include:
   a. A definition of prohibited grooming behaviors and employee-student boundary violations pursuant to policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*;
   b. Evidence-informed content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and employee-student boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; 5:90, *Abused and Neglected Child Reporting*; 5:100, *Staff Development Program*; and 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; and
   c. How to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.
3. Provide information to parents/guardians in student handbooks about the warning signs of child sexual abuse, grooming behaviors, and employee-student boundary violations with evidence-informed educational information that also includes:
   a. Assistance, referral, or resource information, including how to recognize grooming behaviors, appropriate relationships between District employees and students based upon policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of*

Interest, and how to prevent child sexual abuse from happening;

b. Methods for how to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations to authorities; and

c. Available counseling and resources for children who are affected by sexual abuse, including both emotional and educational support for students affected by sexual abuse, so that the student can continue to succeed in school pursuant to policy 7:250, *Student Support Services*.

4. ~~Provide parents/guardians of students in any of grades K through 8 with not less than five days' written notice before commencing any class or course providing instruction in recognizing and avoiding sexual abuse, as well as the opportunity to object in writing.~~ ~~PRESS~~PLus1 **KEEP THIS WHOLE SECTION_DO NOT STRIKE**

LEGAL REF.:

105 ILCS 5/10-23.13, 5/22-85.5, and 5/27-1015~~9.1a, and 5/27-13.2~~.PRESSPlus2

105 ILCS ~~110/3~~5/27-215, Critical Health Problems and Comprehensive Health Education Act.

325 ILCS 5/, Abused and Neglected Child Reporting Act.

720 ILCS 5/11-25, Criminal Code of 2012.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Grievance Procedure), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 7:20 (Harassment of Students Prohibited), 7:250 (Student Support Services)

ADOPTED: April 7, 2022

REVISED: January 12, 2023

REVIEWED: January 12, 2023

PRESSPlus Comments

PRESSPlus 1. Updated in response to the repeal of 105 ILCS 5/27-13.2, by P.A. 104-391. **Issue 121, March 2026**

PRESSPlus 2. The Legal References are updated in response to 105 ILCS 27/1015 and 27/215, both renumbered by P.A. 104-391. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

~~_____CONSENT~~

_____1st READING

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~___Adopt with Additional District Edits~~
~~*(change "revised" & "reviewed" date)*~~

~~___Not Adopted~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Professional Personnel

5:250 Leaves of Absence

Sick and Bereavement Leave, Business Leave, Leave During Pregnancies and adoptions, placement for adoption, Leave as Delegate to IFT Convention, Special Leave for Tenured Teachers, Sabbatical Leave, and Personal Leave

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

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

Family Bereavement Leave

State law allows a maximum of 10 unpaid work days for eligible employees (Family and Medical Leave Act of 1993, 20 U.S.C. §2601 *et seq.*) to take family bereavement leave. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, spouse,PRESSPlus1 domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent (2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a Significant Event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a Significant Event will not be required to identify which specific reason applies to the employee's request.

The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs.

However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. Other existing forms of leave may be substituted for the leave provided in the Family Bereavement Leave Act. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

Child Extended Bereavement Leave

Unpaid leave from work is available to employees who experience the loss of a child by suicide or homicide. The Child Extended Bereavement Leave Act governs the duration, scheduling, continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 but not more then 249 employees on a full-time basis, an employee is entitled to a total of six weeks of unpaid leave within one year after the employee notifies the District of the loss. An employee may elect to substitute other forms of leave to which the employee is entitled for the leave provided under the Child Extended Bereavement Leave Act.

Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in military service does not acquire tenure.

General Assembly

Leaves for service in the General Assembly, as well as re-employment rights, will be granted in accordance with State and federal law. A professional staff member hired to replace one in the General Assembly does not acquire tenure.

School Visitation Leave

An eligible professional staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, behavioral meetings, or academic meetings related to the teacher's child, if the conference or meeting cannot be scheduled during non-work hours. Professional staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the professional staff member, except sick, and disability leave.

Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence

An unpaid leave from work is available to any staff member who: (1) is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or (2) has a family or household member who is a victim of such violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance, and to grieve and attend to matters necessitated by the death of a family or household member who is killed in a crime of violence, without suffering adverse employment action.

The Victims' Economic Security and Safety Act (VESSA) governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, if the District employs at least 50 employees, and subject to any exceptions in VESSA, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Neither the law nor this policy creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed

under, or is in addition to the unpaid leave time permitted by, the federal Family and Medical Leave Act of 1993 (29 U.S.C. §2601 *et seq.*).

Leaves to Serve as an Officer, Trustee, or Representative of a Specific Organization

Upon request, the Board will grant: (1) an unpaid leave of absence to a teacher who is elected to serve as an officer of a State or national teacher organization that represents teachers in collective bargaining negotiations, (2) up to twenty days of paid leave of absence per year to a trustee of the Teachers' Retirement System to attend meetings and seminars as described in 105 ILCS 5/24-6.3, (3) a paid leave of absence for the local association president of a State teacher association that is an exclusive bargaining agent in the District, or his or her designee, to attend meetings, workshops, or seminars as described in 105 ILCS 5/24-6.2, and (4) up to 10 days of paid leave per school term for teachers elected to represent a statewide teacher association in federal advocacy work in accordance with 105 ILCS 5/24-3.5.

Leave to Serve as an Election Judge

Any staff member who was appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to the District, be absent without pay for the purpose of serving as an election judge. The staff member is not required to use any form of paid leave to serve as an election judge. No more than 10% of the District's employees may be absent to serve as election judges on the same Election Day.

COVID-19 Paid Administrative Leave

When applicable, paid administrative leave related to COVID-19 will be granted to eligible employees in accordance with State law.

Family Neonatal Intensive Care Leave[PRESSPlus2]

An unpaid leave from work is available to any staff member whose child[PRESSPlus3] is a patient in a neonatal intensive care unit (NICU) in accordance with the requirements of the Family Neonatal Intensive Care Leave Act. If the District employs at least 51 employees, an employee is entitled to a total of 20 days of unpaid leave while a child of the employee is a patient in a NICU.[Q1] The District may require reasonable verification of the employee's child's length of stay in a NICU.[PRESSPlus4]

LEGAL REF.:

105 ILCS 5/10-20.83, 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.

10 ILCS 5/13-2.5, Election Code.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147/, School Visitation Rights Act.

820 ILCS 154/, Family Bereavement Leave Act.

820 ILCS 156/, Child Extended Bereavement Leave Act.

820 ILCS 157/, Family Neonatal Intensive Care Leave Act.

820 ILCS 180/, Victims' Economic Security and Safety Act.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED: September 10, 2002

REVISED: February 1, 2024

REVIEWED: February 1, 2024

Questions and Answers:

***Required Question 1. A district that employs 50 or fewer employees may substitute the following sentence: "If the District employs at least 16 but not more than 50 employees, an employee is entitled to a total 10 days of unpaid leave while a child of the employee is a patient in a NICU." 820 ILCS 157/10, added by P.A. 104-259, eff. 6-1-26. A district that employs 15 or fewer employees is not subject to the requirements of 820 ILCS 157/. If the district employs 15 or fewer employees, it may choose to delete this subhead.

How many employees are employed by the district, including part-time workers?

- [X] 51 or more full- or part-time employees. (Default)
- [ ] 50 or fewer full- or part-time employees. (IASB will substitute the following sentence: "If the District employs at least 16 but not more than 50 employees, an employee is entitled to a total 10 days of unpaid leave while a child of the employee is a patient in a NICU.")

PRESSPlus Comments

PRESSPlus 1. Updated for continuous improvement. A covered family member includes a spouse under 105 ILCS 154/5. **Issue 121, March 2026**

PRESSPlus 2. Updated in response to 820 ILCS 157/, added by P.A. 104-259, eff. 6-1-26. This leave is separate from FMLA leave, and an employer must allow the employee to take the leave in addition to FMLA leave. The term *employee* includes part-time workers. **Issue 121, March 2026**

PRESSPlus 3. *Child* means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. **Issue 121, March 2026**

PRESSPlus 4. An employer may not request confidential information protected by the Health Insurance Portability and Accountability Act or other law when asking for reasonable verification. Consult the board attorney for guidance on acceptable forms of verification. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

~~_____CONSENT~~

_____1st READING

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

___ Adopt as Presented
(change "revised" & "reviewed" date)

~~___Adopt with Additional District Edits~~
~~*(change "revised" & "reviewed" date)*~~

~~___Not Adopted~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Educational Support Personnel

5:330 Sick Days, Vacation, Holidays, and Leaves

Please refer to the current agreement: Between the Board of Education, School District #74, Lincolnwood, Illinois and the Lincolnwood Support Staff Union, Local 1274 IFT/AFT, AFL-CIO for additional information, if applicable.

For employees not covered by this agreement:

Sick Days

Sick leave is defined in State law as personal illness, mental or behavioral complications, quarantine at home, illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. The Superintendent or designee shall monitor the use of sick leave.

Ten (10) month employees who work at least 600 hours per year receive 15 paid sick days of which 4 shall be considered personal days. Any personal days not used by the end of the employee work year accrue as sick days. Part-time employees will receive sick leave day(s) equivalent to their work day. Unused sick leave shall accumulate without limit.

All full-time twelve (12) month employees will receive 17 paid sick days and 4 personal days. Any personal days not used by June 30 accrue as sick days. Part-time employees will receive sick leave days equivalent to their work day. Unused sick leave shall accumulate without limit.

The Board may require a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a spiritual advisor or practitioner of the employee's faith, as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Board or the Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or

Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

Sick Days - Retirement

Employees may receive a stipend for each unused sick day in excess of those applied toward their IMRF Retirement Plan upon retirement at the age fifty-five (55) or older. The stipend shall be 1/10 of the employee's per diem wage rate.

This payment will be made in the month after the month following the employee's date of retirement (e.g. an employee who retires as of June 15 will be paid in August).

Vacation

All full-time 12 month personnel shall be entitled to a paid vacation day allotment in accordance with the following schedule: Year One through Year Five, 15 Days; Year Six through Year Ten, 18 Days; Beyond Ten Years, 21 days.

Vacation time will be arranged by mutual agreement between classified office personnel and the Supervising Administrator. Said vacation days shall be used during the period July 1 of the current year to the end of July of the following year (13 months). On August 1 of each year, up to five (5) unused vacation days shall be rolled into the employee's sick leave accumulation and any remaining unused days shall be forfeited unless an exception for an extension is granted by the employee's supervisor.

Holidays

The District will observe all State and federal holidays as identified in the School Code, unless waived exemptions apply. At the discretion of the Superintendent, personnel may be granted additional days off with prior notice. A holiday will not cause a deduction from an employee's time or compensation.

Leaves for Service in the Military and General Assembly

Educational support personnel shall receive the same military and General Assembly leaves that are granted professional staff.

Bereavement Leave

Educational support personnel receive bereavement leave on the same terms and conditions granted professional staff.

School Visitation Leave

An eligible employee is entitled to a school visitation leave on the same terms and conditions granted professional staff.

Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence

Educational support personnel receive a leave for victims of domestic violence, sexual violence, or gender violence on the same terms and conditions granted professional staff.

Leave to Serve as a Trustee of the Ill Municipal Retirement Fund

Upon request, the Board will grant 20 days of paid leave of absence per year to a trustee of the Ill.

Municipal Retirement Fund in accordance with State law.

Family Bereavement Leave

Educational support personnel receive family bereavement leave on the same terms and conditions granted professional staff.

Child Extended Bereavement Leave

Educational support personnel receive child extended bereavement leave on the same terms and conditions granted professional staff.

Leave to Serve as an Election Judge

An eligible employee is entitled to leave to serve as an election judge on the same terms and conditions granted professional staff.

COVID-19 Paid Administrative Leave

Educational support personnel receive COVID-19 paid administrative leave on the same terms and conditions granted professional staff.

Family Neonatal Intensive Care Leave[PRESSPlus1]

Educational support personnel family neonatal intensive care leave on the same terms and conditions granted professional staff.

LEGAL REF.:

105 ILCS 5/10-20.7b, 5/10-20.83, 5/24-2, 5/24-6, and 5/24-6.3.

10 ILCS 5/13-2.5, Election Code.

330 ILCS 61/, Service Member Employment and Reemployment Rights Act.

820 ILCS 147, School Visitation Rights Act.

820 ILCS 154/, Family Bereavement Leave Act.

820 ILCS 156/, Child Extended Bereavement Leave Act.

820 ILCS 157/, Family Neonatal Intensive Care Leave Act.

820 ILCS 180/, Victims' Economic Security and Safety Act.

School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); *Elder v. Sch. Dist. No.127 1/2*, 60 Ill.App.2d 56 (1st Dist. 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence)

ADOPTED: September 10, 2002

REVISED: February 1, 2024

REVIEWED: February 1, 2024

PRESSPlus Comments

PRESSPlus 1. Updated in response to 820 ILCS 157/, added by P.A. 104-259, eff. 6-1-26. See policy 5:250, *Leaves of Absence*, for important information about this leave. **Issue 121, March 2026**

1. ACTION TO BE TAKEN:

~~_____CONSENT~~

_____1st READING

~~_____KEEP IN COMMITTEE~~

~~_____DELETE POLICY~~

2. POLICY COMMITTEE TO DETERMINE:

~~___Adopt as Presented~~
~~*(change "revised" & "reviewed" date)*~~

___Adopt with Additional District Edits
(change "revised" & "reviewed" date)

~~___Not Adopted~~
~~*(change "reviewed" date)*~~

Document Status: Draft Update

Students

7:300 Extracurricular Athletics

Student participation in school-sponsored extracurricular athletic activities is contingent upon the following:

1. The parent(s)/guardian(s) must provide written permission for the student's participation, giving the District full waiver of responsibility of the risks involved.
2. Middle School students must meet the academic criteria set forth in the Board policy on school sponsored extracurricular activities.
3. Middle School Students Only: ~~**No less than five (5) business days**~~ prior to trying out practicing or participating, the student must obtain a sports physical examination by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant, certifying in the attached form that the student's health status allows for extracurricular active athletic participation. The sports physical examination is valid for one year from the date of the examination and must be on file in the School Nurse's office.
4. The student and his or her parent(s)/guardian(s) must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association), and (b) complete all forms required by the District including, without limitation, signing an acknowledgment of receiving information about ~~the~~ Board~~'s concussion~~ policy 7:305, *Student Athlete Concussions and Head Injuries*.

The Superintendent or designee (1) is authorized to impose additional requirements for a student to participate in extracurricular athletics, provided the requirement(s) comply with Board policy 7:10, *Equal Educational Opportunities*, and (2) shall maintain the necessary records to ensure student compliance with this policy.

LEGAL REF.:

105 ILCS 5/10-20.30~~, and~~ 5/22-80~~, and 25/2~~. PRESSPlus1

23 Ill.Admin.Code §1.530(b).

CROSS REF.: 4:100 (Insurance Management), 4:170 (Safety), 6:190 (Extracurricular and Co-Curricular Activities),7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:305 (Student Concussions and Head Injuries), 7:340 (Student Records)

ADOPTED: September 10, 2002

REVISED: September 4, 2025

REVIEWED: September 4, 2025

PRESSPlus Comments
7:300

PRESSPlus 1. The Legal References are updated. **Issue 121, March 2026**

Fund Balances

Fiscal Year: 2025-2026

Month: February
Year: 2026
Fund Type:

☐ Include Cash Balance
☐ FY End Report

Fund	Description	Beginning Balance	Revenue	Expense	Transfers	Fund Balance
10	EDUCATIONAL	$17,574,445.00	$13,351,991.55	($14,161,069.65)	$0.00	$16,765,366.90
20	OPERATIONS & MAINTENANCE	$2,192,302.13	$1,143,333.97	($1,758,133.54)	$0.00	$1,577,502.56
30	DEBT SERVICE	$693,836.91	$666,379.82	($1,139,650.00)	$0.00	$220,566.73
40	TRANSPORTATION	$1,943,959.18	$728,475.15	($1,058,345.16)	$0.00	$1,614,089.17
50	MUNICIPAL RETIREMENT	$0.00	$0.00	$0.00	$0.00	$0.00
51	IMRF	$717,354.48	$51,530.25	($148,392.74)	$0.00	$620,491.99
52	SOCIAL SECURITY AND MEDICARE	$349,846.30	$181,900.65	($255,614.86)	$0.00	$276,132.09
60	CAPITAL PROJECTS	$3,580,606.37	$182,972.47	($2,932,331.34)	$0.00	$831,247.50
70	WORKING CASH	$626,938.38	$8,970.69	$0.00	$0.00	$635,909.07
80	TORT IMMUNITY	$500,409.09	$75,489.16	($2,841.00)	$0.00	$573,057.25
90	FIRE PREVENTION & SAFETY	$178,139.90	$94,788.89	($135,000.00)	$0.00	$137,928.79
99	LINCOLNWOOD SCHOOLS ACTIVITY FUN	$0.00	$0.00	$0.00	$0.00	$0.00
	Grand Total:	$28,357,837.74	$16,485,832.60	($21,591,378.29)	$0.00	$23,252,292.05

End of Report

Treasurers Report FUND- All Funds As of 02/28/2026

Fiscal Year: 2025-2026

ASSETS		
CASH & INVESTMENTS		
Cash in Bank (+)	$23,012,053.08	
Imprest Fund (+)	$14,900.86	
Petty Cash (+)	$100.00	
Sub-total : CASH & INVESTMENTS	$23,027,053.94	
DUE FROM OTHER GOVERNMENTS		
Inter-Governmental Loans (+)	($467.03)	
Sub-total : DUE FROM OTHER GOVERNMENTS	($467.03)	
Total : ASSETS		$23,026,586.91
LIABILITIES		
ACCOUNTS PAYABLE		
Accounts Payable (+)	$69,496.30	
Sub-total : ACCOUNTS PAYABLE	$69,496.30	
OTHER CURRENT LIABILITIES		
Other Liabilities (+)	$40,315.02	
Payroll Liabilities (+)	($335,516.46)	
Sub-total : OTHER CURRENT LIABILITIES	($295,201.44)	
Total : LIABILITIES	($225,705.14)	
FUND BALANCE		
Unreserved Fund Balance		
Fund Balance (+)	$28,357,837.74	
Sub-total : Unreserved Fund Balance	$28,357,837.74	
NET INCREASE (DECREASE)		
NET INCREASE (DECREASE) (+)	($5,105,545.69)	
Sub-total : NET INCREASE (DECREASE)	($5,105,545.69)	
Total : FUND BALANCE	$23,252,292.05	
Total LIABILITIES + FUND BALANCE		$23,026,586.91

End of Report

Lincolnwood School District 74

Treasurers Report FUND- All Funds For the Period 02/01/2026 through 02/28/2026

Fiscal Year: 2025-2026

	02/01/2026 - 02/28/2026	Year To Date	Budget	Budget Balance	
REVENUE					
LOCAL SOURCES					
Property Tax Receipts (+)	$748,694.28	$12,870,914.49	$29,377,780.00	$16,506,865.51	43.8%
Payments in Lieu of Taxes (+)	$0.00	$540,356.73	$760,000.00	$219,643.27	71.1%
Tuition Payments Received (+)	$0.00	$351,282.12	$434,619.00	$83,336.88	80.8%
Interest Revenue Received (+)	$40,483.68	$317,170.35	$1,000,000.00	$682,829.65	31.7%
Sales to Pupils & Adults (+)	$9.00	$155,064.14	$210,000.00	$54,935.86	73.8%
Activity Fees Received (+)	($101.00)	$70,794.03	$117,750.00	$46,955.97	60.1%
Other Local Revenue (+)	$44,349.72	$335,696.76	$427,200.00	$91,503.24	78.6%
Rental Revenue (+)	$0.00	$63,254.47	$95,015.00	$31,760.53	66.6%
Sub-total : LOCAL SOURCES	$833,435.68	$14,704,533.09	$32,422,364.00	$17,717,830.91	45.4%
STATE SOURCES					
State Grants & Aid Received (+)	$106,272.00	$1,003,416.59	$1,680,132.00	$676,715.41	59.7%
Sub-total : STATE SOURCES	$106,272.00	$1,003,416.59	$1,680,132.00	$676,715.41	59.7%
FEDERAL SOURCES					
Federal Grants & Aid Received (+)	$1,942.31	$777,882.92	$913,504.00	$135,621.08	85.2%
Sub-total : FEDERAL SOURCES	$1,942.31	$777,882.92	$913,504.00	$135,621.08	85.2%
Total : REVENUE	$941,649.99	$16,485,832.60	$35,016,000.00	$18,530,167.40	47.1%
EXPENDITURES					
REGULAR K-12 PROGRAMS					
Salaries (-)	$620,867.83	$4,445,213.60	$8,182,305.00	$3,737,091.40	54.3%
Employee Benefits (-)	$119,975.43	$761,690.12	$1,564,725.00	$803,034.88	48.7%
Termination Benefits (-)	$17,412.80	$132,377.01	$273,540.00	$141,162.99	48.4%
Purchased Services (-)	$11,170.37	$77,383.08	$310,776.00	$233,392.92	24.9%
Supplies & Materials (-)	$58,430.07	$232,377.62	$839,950.00	$607,572.38	27.7%
Capital Expenditures (-)	$1,299.99	$17,818.39	$228,500.00	$210,681.61	7.8%
Other Objects (-)	$0.00	$60.00	$1,000.00	$940.00	6.0%
Non-Capitalized Equipment (-)	$0.00	$2,208.09	$119,600.00	$117,391.91	1.8%
Sub-total : REGULAR K-12 PROGRAMS	($829,156.49)	($5,669,127.91)	($11,520,396.00)	($5,851,268.09)	49.2%
PRE-K PROGRAMS					
Salaries (-)	$22,498.80	$157,491.60	$296,824.00	$139,332.40	53.1%
Employee Benefits (-)	$9,974.88	$63,896.82	$121,682.00	$57,785.18	52.5%
Purchased Services (-)	$0.00	$2,000.00	$2,000.00	$0.00	100.0%
Supplies & Materials (-)	$253.03	$1,590.82	$34,200.00	$32,609.18	4.7%
Non-Capitalized Equipment (-)	$0.00	$0.00	$750.00	$750.00	0.0%
Sub-total : PRE-K PROGRAMS	($32,726.71)	($224,979.24)	($455,456.00)	($230,476.76)	49.4%
SPECIAL ED PROGRAMS K-12					
Salaries (-)	$129,470.15	$900,752.24	$1,608,560.00	$707,807.76	56.0%
Employee Benefits (-)	$37,966.29	$261,356.37	$432,666.00	$171,309.63	60.4%
Purchased Services (-)	$0.00	$6,007.06	$2,000.00	($4,007.06)	300.4%
Supplies & Materials (-)	$0.00	$1,567.49	$68,300.00	$66,732.51	2.3%
Capital Expenditures (-)	$0.00	$5,694.19	$9,000.00	$3,305.81	63.3%
Other Objects (-)	$0.00	$1,650.00	$0.00	($1,650.00)	0.0%

Treasurers Report FUND- All Funds For the Period 02/01/2026 through 02/28/2026

Fiscal Year: 2025-2026

	02/01/2026 - 02/28/2026	Year To Date	Budget	Budget Balance	
Non-Capital Equipment (-)	$1,313.65	$4,935.41	$7,500.00	$2,564.59	65.8%
Sub-total : SPECIAL ED PROGRAMS K-12	($168,750.09)	($1,181,962.76)	($2,128,026.00)	($946,063.24)	55.5%
REMEDIAL & SUPPLEMENTAL K-12					
Salaries (-)	$47,705.64	$333,939.48	$622,673.00	$288,733.52	53.6%
Employee Benefits (-)	$9,708.82	$60,100.78	$122,010.00	$61,909.22	49.3%
Purchased Services (-)	$0.00	$43,703.16	$58,000.00	$14,296.84	75.4%
Supplies & Materials (-)	$1,273.93	$6,062.77	$33,175.00	$27,112.23	18.3%
Sub-total : REMEDIAL & SUPPLEMENTAL K-12	($58,688.39)	($443,806.19)	($835,858.00)	($392,051.81)	53.1%
INTERSCHOLASTIC PROGRAMS					
Salaries (-)	$2,416.60	$46,091.47	$120,000.00	$73,908.53	38.4%
Employee Benefits (-)	$173.91	$2,350.08	$6,706.00	$4,355.92	35.0%
Supplies & Materials (-)	$1,440.00	$5,402.41	$9,200.00	$3,797.59	58.7%
Capital Expenditures (-)	$0.00	$0.00	$1,500.00	$1,500.00	0.0%
Other Objects (-)	$0.00	$5,500.00	$5,500.00	$0.00	100.0%
Sub-total : INTERSCHOLASTIC PROGRAMS	($4,030.51)	($59,343.96)	($142,906.00)	($83,562.04)	41.5%
SUMMER SCHOOL PROGRAMS					
Salaries (-)	$0.00	$41,280.00	$56,800.00	$15,520.00	72.7%
Employee Benefits (-)	$0.00	$1,977.01	$3,104.00	$1,126.99	63.7%
Supplies & Materials (-)	$0.00	$2,727.39	$3,000.00	$272.61	90.9%
Sub-total : SUMMER SCHOOL PROGRAMS	$0.00	($45,984.40)	($62,904.00)	($16,919.60)	73.1%
GIFTED PROGRAMS					
Salaries (-)	$43,154.28	$315,005.88	$589,012.00	$274,006.12	53.5%
Employee Benefits (-)	$10,573.65	$65,122.75	$130,476.00	$65,353.25	49.9%
Supplies & Materials (-)	$12.77	$2,247.75	$5,375.00	$3,127.25	41.8%
Other Objects (-)	$169.00	$774.00	$650.00	($124.00)	119.1%
Sub-total : GIFTED PROGRAMS	($53,909.70)	($383,150.38)	($725,513.00)	($342,362.62)	52.8%
BILINGUAL PROGRAMS					
Salaries (-)	$54,700.74	$375,797.58	$692,343.00	$316,545.42	54.3%
Employee Benefits (-)	$9,499.93	$56,711.51	$94,995.00	$38,283.49	59.7%
Purchased Services (-)	$0.00	$0.00	$4,000.00	$4,000.00	0.0%
Supplies & Materials (-)	$0.00	$2,487.82	$9,925.00	$7,437.18	25.1%
Sub-total : BILINGUAL PROGRAMS	($64,200.67)	($434,996.91)	($801,263.00)	($366,266.09)	54.3%
ATTENDANCE & SOCIAL WORK					
Salaries (-)	$40,365.22	$282,268.54	$512,762.00	$230,493.46	55.0%
Employee Benefits (-)	$5,418.74	$33,710.73	$67,277.00	$33,566.27	50.1%
Purchased Services (-)	($270.90)	$2,844.91	$4,450.00	$1,605.09	63.9%
Supplies & Materials (-)	$31.21	$1,099.33	$2,275.00	$1,175.67	48.3%
Sub-total : ATTENDANCE & SOCIAL WORK	($45,544.27)	($319,923.51)	($586,764.00)	($266,840.49)	54.5%
HEALTH SERVICES					
Salaries (-)	$18,972.83	$134,562.49	$218,440.00	$83,877.51	61.6%

	02/01/2026 - 02/28/2026	Year To Date	Budget	Budget Balance	
Employee Benefits (-)	$4,064.98	$28,801.95	$78,400.00	$49,598.05	36.7%
Purchased Services (-)	$0.00	$17,322.50	$102,000.00	$84,677.50	17.0%
Supplies & Materials (-)	$290.09	$4,480.45	$8,000.00	$3,519.55	56.0%
Capital Expenditures (-)	$0.00	$0.00	$3,000.00	$3,000.00	0.0%
Other Objects (-)	$0.00	$0.00	$900.00	$900.00	0.0%
Non-Capital Equipment (-)	$0.00	$1,027.99	$1,800.00	$772.01	57.1%
Sub-total : HEALTH SERVICES	($23,327.90)	($186,195.38)	($412,540.00)	($226,344.62)	45.1%
PSYCHOLOGICAL SERVICES					
Salaries (-)	$15,460.40	$108,222.80	$200,985.00	$92,762.20	53.8%
Employee Benefits (-)	$1,511.79	$9,515.98	$18,701.00	$9,185.02	50.9%
Purchased Services (-)	$0.00	$464.18	$1,500.00	$1,035.82	30.9%
Supplies & Materials (-)	$0.00	$207.40	$1,025.00	$817.60	20.2%
Sub-total : PSYCHOLOGICAL SERVICES	($16,972.19)	($118,410.36)	($222,211.00)	($103,800.64)	53.3%
SPEECH PATHOLOGY & AUDIOLOGY					
Salaries (-)	$28,226.86	$196,988.02	$351,350.00	$154,361.98	56.1%
Employee Benefits (-)	$4,975.66	$30,690.06	$61,673.00	$30,982.94	49.8%
Purchased Services (-)	$25.90	$789.75	$1,400.00	$610.25	56.4%
Supplies & Materials (-)	$0.00	$717.72	$1,550.00	$832.28	46.3%
Sub-total : SPEECH PATHOLOGY & AUDIOLOGY	($33,228.42)	($229,185.55)	($415,973.00)	($186,787.45)	55.1%
OTHER SUPPORT SERVICES - PUPILS					
Salaries (-)	$11,192.05	$74,577.70	$109,470.00	$34,892.30	68.1%
Employee Benefits (-)	$758.44	$4,892.60	$8,044.00	$3,151.40	60.8%
Sub-total : OTHER SUPPORT SERVICES - PUPILS	($11,950.49)	($79,470.30)	($117,514.00)	($38,043.70)	67.6%
IMPROVEMENT OF INSTRUCTION					
Salaries (-)	$42,270.30	$297,421.27	$460,778.00	$163,356.73	64.5%
Employee Benefits (-)	$5,269.58	$43,895.78	$62,553.00	$18,657.22	70.2%
Purchased Services (-)	$3,258.44	$46,813.89	$100,950.00	$54,136.11	46.4%
Supplies & Materials (-)	$0.00	$344.63	$1,800.00	$1,455.37	19.1%
Other Objects (-)	$0.00	$2,014.65	$2,700.00	$685.35	74.6%
Sub-total : IMPROVEMENT OF INSTRUCTION	($50,798.32)	($390,490.22)	($628,781.00)	($238,290.78)	62.1%
EDUCATIONAL MEDIA					
Salaries (-)	$23,861.78	$167,032.46	$310,203.00	$143,170.54	53.8%
Employee Benefits (-)	$4,056.02	$25,053.63	$49,883.00	$24,829.37	50.2%
Purchased Services (-)	$0.00	$16.89	$0.00	($16.89)	0.0%
Supplies & Materials (-)	$2,324.94	$9,877.48	$20,500.00	$10,622.52	48.2%
Sub-total : EDUCATIONAL MEDIA	($30,242.74)	($201,980.46)	($380,586.00)	($178,605.54)	53.1%
ASSESSMENT & TESTING					
Supplies & Materials (-)	$0.00	$0.00	$322.00	$322.00	0.0%
Sub-total : ASSESSMENT & TESTING	$0.00	$0.00	($322.00)	($322.00)	0.0%
ADMIN SERVICES - BOARD OF ED					

Treasurers Report FUND- All Funds For the Period 02/01/2026 through 02/28/2026

Fiscal Year: 2025-2026

	02/01/2026 - 02/28/2026	Year To Date	Budget	Budget Balance	
Employee Benefits (-)	$0.00	$5,750.86	$8,000.00	$2,249.14	71.9%
Purchased Services (-)	$4,804.97	$93,154.35	$219,200.00	$126,045.65	42.5%
Supplies & Materials (-)	$0.00	$868.00	$2,500.00	$1,632.00	34.7%
Other Objects (-)	$0.00	$0.00	$15,000.00	$15,000.00	0.0%
Sub-total : ADMIN SERVICES - BOARD OF ED	($4,804.97)	($99,773.21)	($244,700.00)	($144,926.79)	40.8%
SUPERINTENDENT					
Salaries (-)	$21,766.54	$196,887.87	$283,955.00	$87,067.13	69.3%
Employee Benefits (-)	$4,132.43	$44,156.80	$60,989.00	$16,832.20	72.4%
Purchased Services (-)	$0.00	$2,187.20	$4,000.00	$1,812.80	54.7%
Supplies & Materials (-)	$0.00	$931.54	$2,000.00	$1,068.46	46.6%
Capital Expenditures (-)	$0.00	$541.20	$0.00	($541.20)	0.0%
Other Objects (-)	$0.00	$450.00	$3,500.00	$3,050.00	12.9%
Sub-total : SUPERINTENDENT	($25,898.97)	($245,154.61)	($354,444.00)	($109,289.39)	69.2%
ADMIN SERVICES - SPECIAL ED					
Salaries (-)	$12,594.66	$113,351.94	$163,733.00	$50,381.06	69.2%
Employee Benefits (-)	$4,196.58	$34,262.98	$55,042.00	$20,779.02	62.2%
Other Objects (-)	$0.00	$0.00	$300.00	$300.00	0.0%
Sub-total : ADMIN SERVICES - SPECIAL ED	($16,791.24)	($147,614.92)	($219,075.00)	($71,460.08)	67.4%
WORKERS COMPENSATION INSURANCE					
Purchased Services (-)	$0.00	$2,841.00	$76,000.00	$73,159.00	3.7%
Sub-total : WORKERS COMPENSATION INSURANCE	$0.00	($2,841.00)	($76,000.00)	($73,159.00)	3.7%
PROPERTY INSURANCE					
Purchased Services (-)	$0.00	$0.00	$124,000.00	$124,000.00	0.0%
Sub-total : PROPERTY INSURANCE	$0.00	$0.00	($124,000.00)	($124,000.00)	0.0%
PRINCIPAL					
Salaries (-)	$58,875.75	$530,699.17	$768,509.00	$237,809.83	69.1%
Employee Benefits (-)	$18,437.25	$151,792.66	$228,191.00	$76,398.34	66.5%
Purchased Services (-)	$59.90	$2,393.11	$5,600.00	$3,206.89	42.7%
Supplies & Materials (-)	$0.00	$297.88	$4,000.00	$3,702.12	7.4%
Capital Expenditures (-)	$0.00	$3,443.84	$3,444.00	$0.16	100.0%
Other Objects (-)	$1,275.84	$3,690.84	$2,000.00	($1,690.84)	184.5%
Sub-total : PRINCIPAL	($78,648.74)	($692,317.50)	($1,011,744.00)	($319,426.50)	68.4%
OTHER SUPPORT SERVICES - SCH ADMIN					
Salaries (-)	$9,298.46	$83,686.14	$120,880.00	$37,193.86	69.2%
Employee Benefits (-)	$2,746.99	$22,341.44	$33,499.00	$11,157.56	66.7%
Sub-total : OTHER SUPPORT SERVICES - SCH ADMIN	($12,045.45)	($106,027.58)	($154,379.00)	($48,351.42)	68.7%
OPERATION OF BUSINESS SERVICES					
Salaries (-)	$16,800.54	$151,204.86	$218,407.00	$67,202.14	69.2%
Employee Benefits (-)	$3,082.05	$25,307.92	$37,819.00	$12,511.08	66.9%

	02/01/2026 - 02/28/2026	Year To Date	Budget	Budget Balance	
Other Objects (-)	$0.00	$839.00	$2,000.00	$1,161.00	42.0%
Sub-total : OPERATION OF BUSINESS SERVICES	($19,882.59)	($177,351.78)	($258,226.00)	($80,874.22)	68.7%
FISCAL SERVICES					
Salaries (-)	$20,151.08	$181,473.96	$262,468.00	$80,994.04	69.1%
Employee Benefits (-)	$8,719.08	$73,183.53	$111,432.00	$38,248.47	65.7%
Purchased Services (-)	$39.00	$3,288.28	$115,940.00	$112,651.72	2.8%
Supplies & Materials (-)	$70.82	$3,785.87	$5,600.00	$1,814.13	67.6%
Other Objects (-)	$193.53	$17,906.62	$30,000.00	$12,093.38	59.7%
Sub-total : FISCAL SERVICES	($29,173.51)	($279,638.26)	($525,440.00)	($245,801.74)	53.2%
FACILITY ACQUISITION & CONSTRUCTION					
Purchased Services (-)	$0.00	$28,839.13	$401,451.00	$372,611.87	7.2%
Capital Expenditures (-)	$402,531.93	$2,903,492.21	$3,255,700.00	$352,207.79	89.2%
Sub-total : FACILITY ACQUISITION & CONSTRUCTION	($402,531.93)	($2,932,331.34)	($3,657,151.00)	($724,819.66)	80.2%
OPERATION & MAINTENANCE OF PLANT					
Salaries (-)	$46,548.01	$397,075.12	$589,279.00	$192,203.88	67.4%
Employee Benefits (-)	$15,116.02	$121,845.40	$183,322.00	$61,476.60	66.5%
Purchased Services (-)	$26,217.77	$702,017.16	$1,113,000.00	$410,982.84	63.1%
Supplies & Materials (-)	$51,026.42	$371,649.63	$559,082.00	$187,432.37	66.5%
Capital Expenditures (-)	$10,152.00	$354,653.86	$508,741.00	$154,087.14	69.7%
Other Objects (-)	$605.00	$605.00	$800.00	$195.00	75.6%
Non-Capitalized Equipment (-)	$0.00	$6,209.00	$5,000.00	($1,209.00)	124.2%
Sub-total : OPERATION & MAINTENANCE OF PLANT	($149,665.22)	($1,954,055.17)	($2,959,224.00)	($1,005,168.83)	66.0%
PUPIL TRANSPORTATION					
Purchased Services (-)	$2,254.00	$1,058,345.16	$1,735,000.00	$676,654.84	61.0%
Sub-total : PUPIL TRANSPORTATION	($2,254.00)	($1,058,345.16)	($1,735,000.00)	($676,654.84)	61.0%
FOOD SERVICES					
Salaries (-)	$28,177.00	$201,518.30	$310,681.00	$109,162.70	64.9%
Employee Benefits (-)	$11,052.18	$80,523.03	$122,205.00	$41,681.97	65.9%
Purchased Services (-)	$680.00	$8,161.50	$6,300.00	($1,861.50)	129.5%
Supplies & Materials (-)	$31,295.36	$193,511.55	$310,500.00	$116,988.45	62.3%
Capital Expenditures (-)	$662.88	$4,552.97	$11,000.00	$6,447.03	41.4%
Other Objects (-)	$99.00	$1,877.39	$2,400.00	$522.61	78.2%
Non-Capitalized Equipment (-)	$210.37	$716.08	$4,000.00	$3,283.92	17.9%
Sub-total : FOOD SERVICES	($72,176.79)	($490,860.82)	($767,086.00)	($276,225.18)	64.0%
INTERNAL SERVICES					
Purchased Services (-)	$2,484.29	$17,662.18	$26,275.00	$8,612.82	67.2%
Supplies & Materials (-)	$269.99	$2,141.50	$2,100.00	($41.50)	102.0%
Sub-total : INTERNAL SERVICES	($2,754.28)	($19,803.68)	($28,375.00)	($8,571.32)	69.8%
INFORMATION SERVICES					
Salaries (-)	$7,128.54	$64,156.86	$92,671.00	$28,514.14	69.2%

Treasurers Report FUND- All Funds For the Period 02/01/2026 through 02/28/2026

Fiscal Year: 2025-2026

	02/01/2026 - 02/28/2026	Year To Date	Budget	Budget Balance	
Employee Benefits (-)	$4,351.87	$35,979.55	$53,626.00	$17,646.45	67.1%
Purchased Services (-)	$3,981.12	$16,064.69	$21,000.00	$4,935.31	76.5%
Supplies & Materials (-)	$84.83	$2,779.36	$8,000.00	$5,220.64	34.7%
Other Objects (-)	$0.00	$1,163.99	$1,400.00	$236.01	83.1%
Sub-total : INFORMATION SERVICES	($15,546.36)	($120,144.45)	($176,697.00)	($56,552.55)	68.0%
OTHER SUPPORT SERVICES - ADMIN					
Salaries (-)	$45,769.06	$401,547.92	$581,551.00	$180,003.08	69.0%
Employee Benefits (-)	$13,466.43	$111,745.95	$171,650.00	$59,904.05	65.1%
Purchased Services (-)	$0.00	$0.00	$500.00	$500.00	0.0%
Other Objects (-)	$0.00	$0.00	$200.00	$200.00	0.0%
Sub-total : OTHER SUPPORT SERVICES - ADMIN	($59,235.49)	($513,293.87)	($753,901.00)	($240,607.13)	68.1%
COMMUNITY SERVICES					
Purchased Services (-)	$0.00	$100.00	$1,000.00	$900.00	10.0%
Supplies & Materials (-)	$0.00	($209.96)	$1,515.00	$1,724.96	-13.9%
Sub-total : COMMUNITY SERVICES	$0.00	$109.96	($2,515.00)	($2,624.96)	4.4%
PAYMENTS TO OTHER LEAs					
Purchased Services (-)	$0.00	$130,911.50	$261,130.00	$130,218.50	50.1%
Other Objects (-)	$32,531.21	$1,512,365.87	$3,079,400.00	$1,567,034.13	49.1%
Sub-total : PAYMENTS TO OTHER LEAs	($32,531.21)	($1,643,277.37)	($3,340,530.00)	($1,697,252.63)	49.2%
DEBT SERVICE - INTEREST					
Interest on Bonds Outstanding (-)	$0.00	$274,650.00	$536,325.00	$261,675.00	51.2%
Sub-total : DEBT SERVICE - INTEREST	$0.00	($274,650.00)	($536,325.00)	($261,675.00)	51.2%
DEBT SERVICE - PRINCIPAL					
Principal Payments on Bonds Outstanding (-)	$0.00	$865,000.00	$865,000.00	$0.00	100.0%
Sub-total : DEBT SERVICE - PRINCIPAL	$0.00	($865,000.00)	($865,000.00)	$0.00	100.0%
DEBT SERVICE - OTHER					
Debt Service Fees (-)	$0.00	$0.00	$2,250.00	$2,250.00	0.0%
Sub-total : DEBT SERVICE - OTHER	$0.00	$0.00	($2,250.00)	($2,250.00)	0.0%
Total : EXPENDITURES	($2,347,467.64)	($21,591,378.29)	($37,229,075.00)	($15,637,696.71)	58.0%
NET INCREASE (DECREASE)	($1,405,817.65)	($5,105,545.69)	($2,213,075.00)	$2,892,470.69	230.7%

End of Report

LINCOLNWOOD SCHOOL DISTRICT 74

BILLS PAYABLE

Education Fund	2,312,081.77
Building Fund	169,894.47
Debt Service	2,250.00
Transportation Fund	229,567.41
I.M.R.F./Soc. Sec.	-
Capital Projects	82,729.03
Tort Fund	-
Life Safety Fund	-
Grand Total	**2,796,522.68**

The undersigned hereby certify that the following is a true and correct list of billls payable, approved and ordered paid by the Board of Education, School District #74, Cook County, at a meeting duly called and held on May 7, 2026, in the amount of 2,796,522.68

_____
President, Peter D. Theodore

_____
Secretary, John P. Vranas

Members:

Myra A. Foutris _____

Ted Kwon _____

Jay Oleniczak _____

Elissa B. Rosenberg _____

Mihra Seta _____

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Fiscal Year: 2025-2026
Voucher Range: -
Dollar Limit: $0.00

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE						
7400031437	04/09/2026	1240	A & J SEWER SERVICES	20.0.2540.320.00.0000.04	MAINTENANCE	$3,392.00
					Check Total:	$3,392.00
7400031438	04/09/2026	1240	ACCESS MASTER	20.0.2540.302.00.0000.00	INTRUSION ALARM SYSTEM/LH/MAY,JUNE, JULY	$582.00
					Check Total:	$582.00
7400031494	04/23/2026	1257	ACCESS MASTER	20.0.2540.302.00.0000.00	INTRUSION ALARM SYSTEM/LH/FEBRUARY,	$582.00
					Check Total:	$582.00
NCB	04/10/2026	1241	ADOBE SYSTEMS INCORPORATED	10.0.1100.470.05.0000.00	REFUND/TAXES	($24.59)
					Check Total:	($24.59)
7400031439	04/09/2026	1240	ADRIANNA DASKALOPOULOS	10.0.1100.400.18.0000.03	EXPENSE REIMBURSEMENT/GLUE	$72.66
					Check Total:	$72.66
NCB	04/10/2026	1241	ALDI	10.0.1100.450.47.0000.03	MANDARINS/JUICE	$48.64
					Check Total:	$48.64
7400031495	04/23/2026	1257	ALLAN J COLEMAN-CHICAGO	20.0.2540.400.00.0000.04	CUTTER/YELLOW UGLY	$250.48
7400031495	04/23/2026	1257	ALLAN J COLEMAN-CHICAGO	20.0.2540.325.00.0000.00	RENTAL	$100.00
7400031495	04/23/2026	1257	ALLAN J COLEMAN-CHICAGO	20.0.2540.325.00.0000.00	COLORCAMERA/L	$275.00
					Check Total:	$625.48
7400031440	04/09/2026	1240	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	PLAIN BAGEL	$414.00
7400031440	04/09/2026	1240	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	BAGEL	$460.00
7400031440	04/09/2026	1240	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	HAMS/BAGELS	$318.96
7400031440	04/09/2026	1240	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	PLAIN BAGEL	$230.00
					Check Total:	$1,422.96
7400031496	04/23/2026	1257	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	LONG FRENCH BREAD	$162.26
7400031496	04/23/2026	1257	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	PLAIN BAGEL	$34.50
7400031496	04/23/2026	1257	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	PLAIN BAGEL	$345.00
7400031496	04/23/2026	1257	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	LONG FRENCH BREAD	$162.26

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031496	04/23/2026	1257	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	PLAIN BAGELS	$345.00
7400031496	04/23/2026	1257	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	FRENCH RO	$158.25
7400031496	04/23/2026	1257	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	WHITE POLY	$100.52
7400031496	04/23/2026	1257	ALPHA BAKING COMPANY	10.0.2560.410.00.0000.00	WHITE POLY	$10.77
					Check Total:	$1,318.56
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	PILOT Precise V5 Stick Liquid Ink Rolling Ball Stick	$12.19
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	4E's Novelty Expandable Breathing Ball Sphere -	$12.73
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	TOWO Wooden 4 in a Row Game - Classic Strategy	$21.33
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	(8 Pads) Lined Sticky Notes 4x6 in Post, 8 Colors Self	$8.54
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	The Calm Ball - Therapist-Designed Coping	$24.95
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	Kollide by Relatable, Exciting Magnetic Game for	$17.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	Somatic Therapy Cards with Exercises to Reset Your	$20.00
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	Coping Skills Cards for Anxiety & Stress Relief -	$12.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	4 in a Row Game Wooden - 4 Connect in a Row Classic	$16.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	Mattel Games Liar's UNO Card Game in Travel &	$11.87
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	DBT Skills Coaching Cards with Guided Examples &	$15.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2110.400.00.0000.03	CBT Cards for Adults & Teens - 24 Cognitive	$15.99

Disbursement Detail Listing

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Date Range: 04/01/2026 - 04/30/2026
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Dollar Limit: $0.00
Fiscal Year: 2025-2026

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1200.400.00.0000.03	Stability Trainer Pad - Foam Balance Exercise Pad	$75.96
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	ZODICOS Anne Boleyn Dress Tudor Queen Cosplay	$49.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Chameleons Are Cool: Read and Wonder	$10.34
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	A Field Full of Horses: Read and Wonder	$10.34
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	I Love Guinea Pigs: Read and Wonder	$9.47
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Christmas Owl: Based on the True Story of a Little	$18.88
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Year We Learned to Fly	$18.88
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Hair Love	$18.88
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Ice Cream Man: How Augustus Jackson Made a	$19.30
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Attack of the Underwear Dragon	$10.34
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Crayon Man: The Inspiring Illustrated Picture	$19.76
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Be You!	$20.17
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	All We Need Is Love and a Really Soft Pillow!	$19.30
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Norman Didn't Do It!: (Yes, He Did)	$18.44
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Bundle Up, Penelope Rex! (A Penelope Rex Book)	$11.19

Disbursement Detail Listing

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Dollar Limit: $0.00
Fiscal Year: 2025-2026

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	One Tiny Turtle: Read and Wonder	$10.34
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Fossil Huntress: Mary Leakey, Paleontologist	$11.16
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	After the Fall (How Humpty Dumpty Got Back Up Again)	$20.18
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Fascinating Engineering Book for Kids: 500 Dynamic	$13.12
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Emperor's Egg: Read and Wonder	$10.34
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	White Owl, Barn Owl: Read and Wonder	$10.77
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Just Ask!: Be Different, Be Brave, Be You	$10.30
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Big Blue Whale: Read and Wonder	$7.19
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Gentle Giant Octopus: Read and Wonder	$8.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Walk with a Wolf: Read and Wonder	$5.20
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Wiggling Worms at Work: A Hands-On Science Book	$5.45
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Bat Loves the Night: Read and Wonder	$7.19
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Surprising Sharks: Read and Wonder	$7.19
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Ice Bear: In the Steps of the Polar Bear: Read and	$6.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Yucky Worms: Read and Wonder	$6.99

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Dolphin Baby!: Read and Wonder	$7.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Just Ducks!: Read and Wonder	$7.19
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Flight of the Honey Bee: Read and Wonder	$7.19
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Our Table	$8.40
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	We Will Rock Our Classmates: A Penelope Rex	$7.91
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	We Don't Lose Our Class Goldfish: A Penelope Rex	$9.79
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Oldest Student: How Mary Walker Learned to	$8.88
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Clever Crow: Read and Wonder	$8.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Human Computer: Mary Jackson, Engineer (Picture	$7.96
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Fascinating Science Book for Kids: 500 Amazing	$9.22
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Stone Girl Bone Girl: The Story of Mary Anning of	$8.53
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Epic Stories For Kids and Family - Accidental	$12.90
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Invented by Mistake: Accidental Inventions that	$9.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	Kleenex Professional Facial Tissue, Bulk (21606), 2-Ply,	$84.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Paralinda Women's 80 Denier Solid Color Opaque	$23.96

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☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

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7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Paralinda Women's 80 Denier Solid Color Opaque	$5.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Sinalty Gold Jeweled Headbands Pearls	$9.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Casual Mock Neck Tops for Women Elastic Long Sleeve	$29.97
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Casual Mock Neck Tops for Women Elastic Long Sleeve	$9.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.300.78.0000.00	AGCOAH Men's Medieval Renaissance Wizard Cape	$26.50
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	ZIUFVML Victorian Bustle Striped Ball Gown Women's	$75.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	ZIUFVML Victorian Bustle Striped Ball Gown Women's	$75.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	BPURB Womens Victorian Costume Renaissance	$77.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Willyacos Mens Medieval Tudor Hat with Feather	$29.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Willyacos Renaissance Tudor Costume - Men's	$72.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Women's Gothic Victorian Rococo Dress Civil War	$39.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	HAPNBCELE King Robe Queen Cape Costume for	$30.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Scarlet Darkness Women's Gothic Tailcoat Steampunk	$49.49
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	ZODICOS Anne Boleyn Dress Tudor Queen Cosplay	$49.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Gruffalo's Child	$7.51

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7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Counting on Katherine: How Katherine Johnson Saved	$9.34
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Odder: The Novel	$14.63
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Wishtree	$7.58
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Willodeen	$7.00
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Baddies	$9.37
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Jonty Gentoo: The Adventures of a Penguin	$11.13
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Girl Who Thought in Pictures: The Story of Dr.	$7.75
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	$-2.99 PROMOS & DISCOUNTS Applied - The	($0.30)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	$-2.99 PROMOS & DISCOUNTS Applied -	($0.38)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	$-2.99 PROMOS & DISCOUNTS Applied -	($0.59)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	$-2.99 PROMOTOS & DISCOUNTS Applied -	($0.30)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	$-2.99 PROMOS & DISCOUNTS Applied -	($0.28)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	$-2.99 PROMOS & DISCOUNTS Applied - The	($0.38)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	$-2.99 PROMOS & DISCOUNTS Applied - Jonty	($0.45)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	$-2.99 PROMOS & DISCOUNTS Applied - The	($0.31)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Vapon Topstick 1" X 3" Straight Strips, T150, 50	$5.80

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7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	LeonHien Clear Bra Straps, 4 Pairs Invisible Adjustable	$47.28
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Mistakes That Worked: 40 Familiar Inventions & How	$6.51
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Say Something!	$6.81
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Girls Think of Everything: Stories of Ingenious	$4.40
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Tigress: Read and Wonder	$5.82
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Don't Call Me Bear!	$20.65
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	We Don't Eat Our Classmates: A Penelope Rex	$10.64
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Skull: A Tyrolean Folktale (A Macabre Story	$16.12
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Gecko: Read and Wonder	$15.82
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Incredible Stories for Inquisitive Kids: Captivating	$19.96
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	Creality PETG Filament 1.75mm, 3D Printer	$129.90
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	Creality PETG 3D Printing Filament 1.75mm, Excellent	$30.38
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	Creality PETG 3D Printing Filament 1.75mm, Excellent	$33.22
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	3DTOOLS Bamboo1.75MM PLA Basic Refill Filament	$49.98
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	3DTOOLS Bamboo1.75MM PLA Matte Refill Filament	$74.97
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	Creality PETG Filament 1.75mm, 3D Printer	$30.38

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	eSUN PETG Basic Filament 1.75mm, High Toughness	$27.98
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	Creality PETG Filament 1.75mm, Excellent	$34.98
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	Creality PETG Filament 1.75mm, 3D Printer	$52.32
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.700.00.0000.01	BLACK DECKER TO3250XSBD 8-Slice Extra	$86.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2410.400.00.0000.01	Hammermill Colored Paper, 20 lb Gray Printer Paper, 8.5	$7.58
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2410.400.00.0000.01	Staples Pastel Colored Copy Paper 8 1/2-Inch X 11-Inch	$14.50
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2140.400.00.0000.00	6 Pack Multi-Function Electronic Timer - Magnetic	$12.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2140.400.00.0000.00	Leitee 3 Pcs Inflated Wobble Cushion Exercise Wiggle	$31.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2140.400.00.0000.00	12 Pack Slow Rising Stress Ball,Stress Balls for Kids	$16.14
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2140.400.00.0000.00	24 Pack Slow Rising Stress Cube , Dough Stress Balls	$16.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2140.400.00.0000.00	Hadley Designs 9 Mental Health Posters for	$16.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2140.400.00.0000.00	12 Pack Slow Rising Stress Cube, Dough Stress Balls	$14.24
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.00.0000.01	Teach, Play, Learn!: How to Create a Purposeful	$23.62
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.450.11.0000.01	Champion Sports SBS1SET Scoop Ball Set, Plastic,	$90.58
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.450.11.0000.01	Niantime Potato Sack Race Bags, Colorful Sturdy Sack	$37.89

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.449.00.0000.01	Lazybug studio Masking Tape 1 inch 12 Pack,	($18.98)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	BUCUXE Women's Soft Chiffon Shawl Wraps Shrug	$14.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Hair Bows for Women Girls 8 PCS Hair Ribbon Bow Hair	$9.49
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Large Red Satin Hair Bows, Clips, and Barrettes - Hair	$5.69
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	DRESHOW Fascinators Hat Flower Mesh Ribbons	$9.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	iMucci LED Lights Belly Dance Isis Wings -	$49.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	SuPoo Purple Crowns for Women Birthday Crown	$9.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Women's 22' Long Satin Gloves White Elbow Length	$6.90
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	SWEETV Tulle Fascinators for Women, Tea Party Hats	$15.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Laumoi 12 Pairs Long Satin Gloves for Women Bride	$39.98
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Hair Bow for Girls,Cute Bow Hair Clips for Women	$6.64
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	FYXZHUO Long Middle Part Blonde Wavy Ombre	$24.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	hisial 6Pcs Large Bows Hair Clips for Women Girls Long	$19.98
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	LeMarnia Colonial Wigs for Women Brown Victorian	$23.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	DRESHOW Fascinators Hat Flower Mesh Ribbons	$9.99

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7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Lystaii Long Opera Party 20s Satin Gloves Stretchy Elbow	$5.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	AQOKKA Women Fascinators Hats Flower	$9.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	HAPNBCELE King Robe Queen Cape Costume for	($30.99)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2140.400.00.0000.01	Stopwatch Sport Timer, 2 Pack Large Display Digital	$9.49
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.20.0000.03	Texas Instruments TI-30XIIS Scientific Calculator -	$149.27
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1125.400.09.0000.01	Ggiibro Peg Board Toy Set 101Pcs DIY Building	$20.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Texas Instruments TI-30XIIS Scientific Calculator -	$298.54
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.22.0000.01	Phonics Magnetic Letter Tiles,6 Set Magnetic Letter	$65.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Spikeball Pro Balls (2 Pack)	$56.37
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.449.00.0000.01	Lazybug studio Masking Tape 1 inch 12 Pack,	$18.98
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	ZODICOS Anne Boleyn Dress Tudor Queen Cosplay	($49.99)
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	HAPNBCELE King Robe Queen Cape Costume for	$32.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Sterilite Stackable Plastic Storage Crate Bin Organizer	$49.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Vmiapxo 20 Pcs Small Plastic Envelopes with Snap	$8.95
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Mr. Pen- Magnetic Dry Erase Erasers, 8 Pack, Vibrant	$5.84

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7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	100 PCS Cute Pencil Topper Decoration,Kawaii Pen Straw	$9.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Baarnse 100PCS Colorful Small Bouncy Balls Bulk with	$11.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Blvochnnt 100 Pcs Pencil Topper Decoration,Mixed	$9.95
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	200PCS Cool Character Stickers for Water Bottles	$9.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	AFMAT Electric Pencil Sharpener, Auto in & Out, 5	$40.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	300Pack Demon Stickers Hunter, Cute Kawaii Girl	$19.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Magnefic Magnetic Squares, 1 Tape Sheet of 70 Magnetic	$7.59
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Westcott Right & Left-Handed Scissors For	$4.79
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	4-Column Desktop Pocket Chart™ - 1 Pocket Chart	$29.28
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Volcanics Window Privacy Film with Installation Tools,	$6.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Briout Stylus Pens for Touch Screens, 36 Pack Capacitive	$7.98
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	EOOUT 48 Pack Plastic Envelopes Poly Envelopes	$18.94
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	PROUNDLION 100Pcs Pop Bracelet Fidget Toys,Bubble	$19.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	50Pcs Cute Cartoon Stickers, Animal Waterproof	$4.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2410.400.00.0000.03	Amazon Basics #10 Security-Tinted Self-Seal	$19.99

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2410.400.00.0000.03	Officemate Standard Staples, 5 Boxes General	$7.53
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2410.400.00.0000.03	Amazon Basics Desktop Office Stapler, Lightweight,	$4.71
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2410.400.00.0000.03	Amazon Basics Wide Ruled Lined Writing Note Pads	$27.20
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.03	Therma-Kool Reusable Hot Cold Gel Pack, 3" x 5"	$37.95
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Mr. Pen- Binder Clips, 100 pcs, 0.75", Small Size,	$7.75
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Mae Among the Stars: An Inspiring True Story About	$19.41
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	The Gruffalo	$9.95
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Among the Hidden	$9.12
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Iggy Peck, Architect: A Picture Book (The	$19.41
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Pocket Bear	$17.74
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Superworm	$9.95
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Tabby McTat, the Musical Cat	$9.95
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1650.400.00.0000.00	Shark Lady: The True Story of How Eugenie Clark	$23.03
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Amazon Basics #10 Security-Tinted Self-Seal	$19.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.449.00.0000.03	Enday 400 Pack Bulk Ballpoint Pens Black and	$39.59
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.449.00.0000.03	Enday Pens Ballpoint (60 Pack) 30 Blue & 30 Black	$9.89

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.00.0000.01	WXBOOM Self Adhesive Dots 2000pcs (1000 Pairs) 0.59"	$19.98
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.00.0000.01	Peel-&-Stick Flexible Adhesive Magnets - 350 pcs	$47.96
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	CAMDOM Mens Victorian Costume Suit Medieval	$66.48
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Mepase Women Renaissance Velvet Dress Medieval	$52.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.449.00.0000.03	PILOT FriXion Gel Ink Refills For Clicker, LX & Ball Pens,	$5.48
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.449.00.0000.03	SEETOOOGAMES Bingo Paper Game Cards - 1 Card	$36.78
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.423.36.0000.03	Corelle Vitrelle 6-Piece Soup/Cereal Bowl Set Triple	$98.75
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.423.36.0000.03	Freshware Bamboo Cutting Board Set of 3, Wooden	$67.00
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.423.36.0000.03	Board Geeks 25 Pack Small White Boards for Students -	$32.99
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.423.36.0000.03	SKKSTATIONERY 360pcs Pre-sharpened Pencils with	$29.79
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.423.36.0000.03	40pcs Stress Balls for Kids-Squishy Cube Stress	$86.97
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.423.36.0000.03	Tikooere Cereal Bowls, 24 oz Soup Bowls Set of 4,	$24.29
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.423.36.0000.03	6 Quart Nonstick Stock Pot with Lid, BEZIA Ceramic	$157.00
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.411.00.0000.01	Scotch Magic Tape, Invisible, Home Office	$18.50
7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.411.00.0000.01	Pendaflex File Folders, 100 Pack, Letter Size (8.5" x	$21.99

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7400031441	04/09/2026	1240	AMAZON CAPITAL SERVICES, INC.	10.0.1100.700.00.0000.01	BLACK DECKER EM031MB11 Digital Microwave Oven with	$180.60
					Check Total:	$4,865.86
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1125.400.09.0000.01	Mr. Sketch Scented Markers, Chisel Tip, Assorted Colors,	$15.75
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1125.450.09.0000.01	Insect Lore Two Cups of Caterpillars - Butterfly	$19.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1125.450.09.0000.01	Amazon Basics Fine Tip Point Permanent Markers for	$5.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1125.450.09.0000.01	EagleStone Bubbles Solution Refill 2 Bottles 64 oz (Up to	$19.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1125.450.09.0000.01	Yeachlaing 240 Pieces Decorative Colorful Name	$5.69
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1125.450.09.0000.01	Fla-Vor-Ice Popsicle Variety Pack of 1.5 Oz Freezer Bars,	$10.24
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1125.450.09.0000.01	Amazon Basics Fine Tip Permanent Markers for	$10.88
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Amazon Basics AAA Long-Lasting Alkaline	$29.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Tap Light 6 Pack Portable LED Puck Touch Night	$29.97
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Swingline Stapler, 20 Sheet Capacity, 545 Desktop	$17.95
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	Dystralix Women Clear Low Kitten Heels Pumps Shoes	$69.32
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	SAWHOX Soccer Corner Flags Set of 4, 67-Inch	$71.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	BucketGolf Club - Backyard Outdoor Golf Club with	$78.38

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	BucketGolf Club - Backyard Outdoor Golf Club with	$69.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	VioraWhite 3 Pcs 0.75kg 1kg 2kg Rubber Practice	$29.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	bucketgolf 9 Hole Bundle with Clubs - Outdoor Golf	$244.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Merach Rocking Steppers for Exercise at Home, 3D	$89.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	6-Pack Industrial Tote, 27 Gallon Stackable Plastic	$92.68
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Champion Sports Iron Shot Put, 8-Pound	$57.20
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Champion Sports 10 Inch Playground Ball, Red	$25.26
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Fox 40 Classic w/Breakaway Lanyard 3 Pack (Neon	$20.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Wilson NFL Super Grip Composite Football - Junior	$114.00
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.423.36.0000.03	LANE LINEN Kitchen Towels & Dishcloths Set of	$16.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Sharpie Permanent Markers, Fine Tip, Black, 12 Count -	$9.89
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Kicko Marbled Unicorn Color Slime for Kids - 6	$9.49
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	VICNOVA Magnetic Clips, 24 Pieces Magnetic Metal Chip	$12.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Chinco 40 Pieces Eucalyptus Laminated Numbers Cutouts	$6.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	ANSTROUT 6000 Pieces Happy Smile Face Stickers	$7.99

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Early Buy Sticky Notes 6 Bright Color 6 Pads	$6.64
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Scotch Super-Hold Tape 1.5 in x 650 in (Pack of 4)	$19.23
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Kleenex Ultra Soft Tissues, 3-Ply, Pack of 6 Each 85	$22.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	SaiTech IT 2 Pack 4-in-1 UV Test Card for UV Lamps &	$69.93
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	Swingline Staples, Standard Staples for Desktop	$22.08
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	Premium Original Saltine Crackers, Lunch Snacks,	$10.52
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	JMU 250 Pcs Cotton Rolls Dental, 1.5' Non-Sterile	$8.79
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	Bostitch Office Electric Pencil Sharpener, Heavy	$14.33
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	Kleenex Professional Facial Tissue, Bulk (21606), 2-Ply,	$86.79
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	Amazon Basics Sandwich Storage Bags, 300 Count	$7.49
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	Amazon Basics Facial Tissue, 2-Ply, 160 Tissues	$6.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	Supmedic Medical Nitrile Exam Gloves, Latex-Free,	$17.36
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2130.400.00.0000.01	JOLLY CHEF 300 Pack Disposable Paper Coffee	$23.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Trsewmi 5PCS Pointer Stick For Classroom -	$6.49
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Affrolling 144 Pcs Letter and Number Stencils 4 Sizes	$16.99

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	EXPO Dry Erase Whiteboard Cleaning Spray 8 oz.	$3.69
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	EXPO Dry Erase Soft Pile Block Whiteboard Eraser,	$5.96
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Scotch Magic Tape with Scotch Desktop Dispenser,	$20.61
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	GIGAMIC Katamino Pocket - Travel size, (GZKP)	$21.16
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	TICONDEROGA ® Erasers, Pencil Shaped, Yellow, 3 ct	$9.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	SUNEE 30 Packs Oversized Reusable Dry Erase Pocket	$17.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	EZlifego Double Sided Tape Heavy Duty(Extra Large	$11.89
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Teacher Created Resources Vintage Blue Stripes Better	$19.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Post-it Super Sticky Notes, 3x3 in, 24 Pads/Pack, 70	$16.82
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	WUDIME 20 Pack Magnetic Clips, Fridge Magnets	$8.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	4 Pack Magnetic Staple Remover Tools, Professional	$4.89
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Mr. Pen- Magnetic Dry Erase Erasers, 8 Pack, Vibrant	$5.84
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	ZJoey 6 Pcs White Mob Cap Costume Pioneer Bonnet	$20.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Amazon Basics Clear Thermal Laminating Plastic	$9.53
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Scotch Double Sided Tape with Tape Dispenser, Office	$11.92

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7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	PicassoTiles 60 Piece Set 60pcs Magnet Building Tiles	$21.84
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	IRIS USA 20-Pack Storage Bins with Lids, 6 Quart,	$38.49
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	65Ft Vintage Wild Floral Bulletin Boards Botanical	$9.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Binder Clips, 48 Pcs Medium Binder Clips, Kalerr Black	$7.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	Water Bottle Stickers 100 Pcs Cool Cute Neon Sticker	$6.64
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	JRONGHE 50PCS Pencil Toppers,Cute Pencil Charms	$7.58
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	60 Pack Mochi Squishy Toys, Kawaii Mini Animal	$13.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	WAWIBEE 100 Pcs Blind Bags Mystery Resin Animals: Mini	$15.85
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.11.0000.01	GHOOI 100Pcs Wooden Building Blocks Set- Wood	$32.96
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	BIC Wite-Out EZ Correct Tear-Resistant Correction	$22.10
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	Bernzomatic BZ8250HT Reach Hose Torch,	$87.11
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	YOOPAI Filament Storage Box - 8 Pack Filament	$239.96
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	$-4.72 PROMOS & DISCOUNTS Applied -	($1.26)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.19.0000.03	$-4.72 PROMOS & DISCOUTS Applied - YOOPAI	($3.46)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Prang (Formerly SunWorks) Construction Paper, Orange,	$18.03

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7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Construction Paper,Violet,9 inches x 12 inches,200	$7.91
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Colorations 9" x 12" Mediumweight Yellow	$7.96
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Construction Paper,Hot Pink,9 inches x 12	$7.91
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Construction Paper,Turquoise,9 inches x	$7.96
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Construction Paper,Red,9 inches x 12 inches,200	$7.96
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Colorations Lightweight Construction Paper - 300	$21.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Colorations Lightweight Construction Paper - 300	$21.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.21.0000.03	Colorations Lightweight Construction Paper - 300	$20.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.78.0000.00	QIRMIZI 10 PACK Folding Handheld Fans,Silk Spanish	$14.99
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.24.0000.03	8PCS Flexible Ruler for Kids Adults, 30cm/12inch	$63.84
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Texas Instruments TI-30XIIS Scientific Calculator, Black	$41.97
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Elmer's Disappearing Purple School Glue Sticks,	$6.88
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Crayola Construction Paper Bulk Pack (480 Sheets) - 10	$11.76
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	Scribbledo 6 Pack Small White Board Dry Erase	$15.63
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	EXPO Low Odor Dry Erase Markers Chisel Tip Assorted	$56.38

Disbursement Detail Listing

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☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.400.16.0000.03	EXPO Dry Erase Markers, Low Odor Ink, Assorted	$18.19
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Fox 40 Classic w/Breakaway Lanyard 3 Pack (Black)	$21.21
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Fox 40 Classic w/Breakaway Lanyard 3 Pack (Red)	$21.73
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	$-10.3 PROMOS & DISCOUNTS Applied -	($1.79)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	$-10.3 PROMOS & DISCOUNTS Applied - Neon	($0.31)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	$-10.3 PROMOS & DISCOUNTS Applied -	($4.05)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Champion Sports Training Discus, 1 KG, ABS Plastic, 70	$32.98
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	ScotchBlue Original Multi-Surface Painters Tape,	$17.12
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	(24 Pads) Sticky Notes 3x3 in 100 Sheets/Pad,	$20.63
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	VOCOO Digital Kitchen Timer with 7.8" Extra Large	$49.22
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	Neon Yellow Gaffer Tape, Fluorescent Yellow Spike	$8.58
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	COKELARIA Extra Large Storage Bin, 40 Gallon	$111.18
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	$-10.3 PROMOS & DISCOUNTS Applied -	($1.20)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	$-10.3 PROMOS & DISCOUNTS Applied -	($0.63)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	$-10.3 PROMOS & DISCOUNTS Applied - (24	($0.75)

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7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	$-10.3 PROMOS & DISCOUNTS Applied - Fox	($0.78)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.1100.410.26.0000.03	$-10.3 PROMOS & DISCOUNTS Applied - Fox	($0.79)
7400031497	04/23/2026	1257	AMAZON CAPITAL SERVICES, INC.	10.0.2410.400.00.0000.03	Kleenex Trusted Care Facial Tissues, 8 Flat Boxes, 200	$122.40
					Check Total:	$2,973.20
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.400.14.0000.02	STRESS CUBE	$23.96
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$7.45
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	LAP PAD	$33.00
NCB	04/10/2026	1241	AMAZON.COM	10.0.2110.400.00.0000.00	THERAPY PUTTY	$16.10
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$40.01
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK/STORAGE BIN	$96.55
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOKS	$13.85
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$12.86
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	10 BOOK COLLECTIONS SET/STORAGE BIN	$39.98
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOKS	$6.69
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$10.42
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$6.23
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$11.22
NCB	04/10/2026	1241	AMAZON.COM	20.0.2540.416.00.0000.03	VACUUM WHEELS	$41.94
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	PICTURE BOOK	$19.86
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	SUPPLIES AND MATERIALS	$99.29
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	ROBOT BOOKS	$50.88
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$24.42
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	($11.56)
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$18.08
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.14.0000.02	LIQUID GLUE/ACTIVATOR SOLUTION	$100.21

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOKS	$52.40
NCB	04/10/2026	1241	AMAZON.COM	20.0.2540.400.00.0000.02	CABINET LOCK SET	$48.99
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$23.44
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$5.31
NCB	04/10/2026	1241	AMAZON.COM	20.0.2540.400.00.0000.02	BATTERY	$23.90
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	MYSTERIES BOXED SET	$7.90
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$17.07
NCB	04/10/2026	1241	AMAZON.COM	10.0.2110.400.00.0000.00	RESISTANCE BANDS	$23.98
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	PYRAMIND BUILDER	$17.10
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$42.68
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	ROBOT	$9.33
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOKS	$14.37
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOKS	$73.20
NCB	04/10/2026	1241	AMAZON.COM	10.0.2110.400.00.0000.00	BOOK	$41.00
NCB	04/10/2026	1241	AMAZON.COM	10.0.2110.400.00.0000.00	STRESS CUBE	$23.95
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$19.35
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	($19.35)
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$12.24
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOK	$12.09
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	BOOKS	$117.29
NCB	04/10/2026	1241	AMAZON.COM	10.0.1800.400.00.4909.00	GRAPHIC NOVEL BOX SET	$33.50
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.411.00.0000.02	FACIAL TISSUE	$68.60
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.490.00.0000.00	GUSHERS FRUIT FLAVORED SNACKS	$7.97
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.412.05.0000.00	SOCKET POWER STRIP	$54.88
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.412.05.0000.00	RTOBX KIDS CASE	$29.96
NCB	04/10/2026	1241	AMAZON.COM	10.0.2630.400.00.0000.00	BEE BALLOON	$11.98
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.410.05.0000.00	MAINTENANCE KIT	$112.94
NCB	04/10/2026	1241	AMAZON.COM	10.0.1650.400.00.0000.02	BOOK	$8.99
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.410.05.0000.00	TONER CARTRIDGES	$260.45

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NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.400.19.0000.03	SOLDERING STATION KIT	$17.99
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.423.36.0000.03	RETURN/SAUCEPAN	($22.93)
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.423.36.0000.03	REFUND/SAUCEPAN	($114.65)
NCB	04/10/2026	1241	AMAZON.COM	10.0.1500.400.21.0000.03	TUBE CLAMP	$18.60
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.400.15.0000.02	STICKY EASEL PAD/PENS	$77.00
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.400.19.0000.03	CABLE CHARGING	$7.59
NCB	04/10/2026	1241	AMAZON.COM	10.0.2520.400.00.0000.00	FILE FOLDERS	$22.99
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.13.0000.02	KEY CHAIN BAG	$11.33
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.13.0000.02	KEY CHAIN BAG	$40.31
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.14.0000.02	KEY CHAIN BAG	$40.31
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.14.0000.02	KEY CHAIN BAG	$11.33
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.15.0000.02	KEY CHAIN BAG	$11.33
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.15.0000.02	KEY CHAIN BAG	$40.32
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.410.24.0000.02	BUTTERFLY DECORATIONS/POM POM	$193.04
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.14.0000.02	CRAYONS BOX OF 52	$14.25
NCB	04/10/2026	1241	AMAZON.COM	10.0.1600.400.00.0000.00	LEMONADE/SKINNYPOP	$86.59
NCB	04/10/2026	1241	AMAZON.COM	10.0.1200.400.00.0000.02	KIDS HEADPHONES	$24.68
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.410.24.0000.02	FAUX FLOWER/OCEAN SHELLS SET	$236.50
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.14.0000.02	SMOOTHIE STRAWS/FOAM BALLS	$253.72
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.410.24.0000.02	ADHESIVE STICK ON HEART STAR	$68.77
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.14.0000.02	FLOUR	$8.50
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.410.24.0000.02	RHINESTONE STICKERS	$34.93
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.450.14.0000.02	GLITTER/GLITTER POWDER SHAKE JAR	$61.16
NCB	04/10/2026	1241	AMAZON.COM	10.0.1100.423.36.0000.03	RETURN/TISSUE	($6.73)
					Check Total:	$2,953.88

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031442	04/09/2026	1240	AMER BACKFLOW & FIRE PREVENTION, INC.	20.0.2540.320.00.0000.02	INSPECTIONS	$1,972.95
					Check Total:	$1,972.95
7400031443	04/09/2026	1240	AMERICAN READING COMPANY	10.0.1100.420.00.0000.00	Custom - Research Lab Unit English (Temporary Part	$2,200.00
7400031443	04/09/2026	1240	AMERICAN READING COMPANY	10.0.1100.420.00.0000.00	Advanced Learning Unit 4 Grade 4 (C20)	$2,200.00
7400031443	04/09/2026	1240	AMERICAN READING COMPANY	10.0.1100.420.00.0000.00	Advanced Learning Unit 4 Grade 5 (C20)	$2,200.00
					Check Total:	$6,600.00
NCB	04/10/2026	1254	AMERIPRISE FINANCIAL SERVICES INC.	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$408.63
NCB	04/24/2026	1261	AMERIPRISE FINANCIAL SERVICES INC.	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$408.63
					Check Total:	$817.26
7400031444	04/09/2026	1240	AMY SENIOR	10.0.2310.300.00.0000.00	BOE-4/9/26 IN PERSON	$90.00
					Check Total:	$90.00
NCB	04/10/2026	1241	ANDERSON LOCK	20.0.2540.400.00.0000.03	CYLINDER CHANGE/KEY	$173.86
					Check Total:	$173.86
7400031498	04/23/2026	1257	ANDERSON LOCK	20.0.2540.400.00.0000.01	FACE PLATE SCREW/NEON WRIST COIL	$8.90
					Check Total:	$8.90
NCB	04/10/2026	1241	ASHA SALON SPA	10.0.1100.490.00.0000.00	GIFT CARD	$100.00
					Check Total:	$100.00
7400031499	04/23/2026	1257	AT&T	20.0.2540.340.00.0000.00	INTERNET	$125.64
					Check Total:	$125.64
7400031445	04/09/2026	1240	AT&T MOBILITY	20.0.2540.340.00.0000.00	TELEPHONE	$179.64
					Check Total:	$179.64
7400031500	04/23/2026	1257	AT&T-3	20.0.2540.340.00.0000.00	TELEPHONE	$383.66
7400031500	04/23/2026	1257	AT&T-3	20.0.2540.340.00.0000.00	TELEPHONE	$427.29
7400031500	04/23/2026	1257	AT&T-3	20.0.2540.340.00.0000.00	TELEPHONE	$1,011.97
					Check Total:	$1,822.92
7400031501	04/23/2026	1257	ATHENIAN FOODS	10.0.1100.490.00.0000.00	CHEESE PUFF/SPINACH PUFF	$270.00

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Check Number	Date	Voucher	Payee	Account	Description	Amount
					Check Total:	$270.00
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Violin Pin	$223.24
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	No 2-Band	$79.93
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	No 5-4Years	$192.88
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	No 5-3Years	$15.64
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Cello Pin	$31.89
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Bass Pin	$21.26
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	No 2-Orchestra	$108.14
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Flute Pin	$42.52
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Clarinet Pin	$90.36
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Sax Pin	$42.52
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Trumpet Pin	$58.47
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	FHorn Pin	$5.32
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Trombone Pin	$31.89
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Baritone Pin	$5.32
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	Drum Pin	$37.21
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	10-2 Music Excellence Red/Grey	$50.46
7400031502	04/23/2026	1257	AWARD EMBLEM MFTG. CO., INC.	10.0.1100.425.00.0000.03	RAW MAT/ENERGY	$28.43
					Check Total:	$1,065.48
NCB	04/24/2026	1261	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$890.00

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NCB	04/10/2026	1254	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$9,965.71
NCB	04/24/2026	1261	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$9,665.71
NCB	04/24/2026	1261	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$850.00
NCB	04/10/2026	1254	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$850.00
NCB	04/10/2026	1254	AXA EQUITABLE PAYMENT CENTER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$890.00
					Check Total:	$23,111.42
7400031446	04/09/2026	1240	BAYCOM, INC.	20.0.2540.320.00.0000.01	FREQUENCY KNOB/REPLACEMENT	$211.30
					Check Total:	$211.30
7400031503	04/23/2026	1257	BIANCA POP GABOR	10.0.1100.411.18.0000.03	HALF PAYMENT FOR LINCOLN HALL	$450.00
					Check Total:	$450.00
7400031447	04/09/2026	1240	BLICK ART MATERIALS-1	10.0.2110.400.00.0000.03	Stabilo Point 88 Fineliner Pen Set - Set of 25, Wallet,	$36.88
					Check Total:	$36.88
7400031504	04/23/2026	1257	BLUEPRINT SEL PARTNERS LLC	10.0.2210.312.00.4300.00	PROFESSIONAL	$1,500.00
					Check Total:	$1,500.00
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$14.40
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$77.00
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$14.40
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$61.60
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$14.40
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$61.60
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$61.60
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$107.80
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$96.60
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$112.70
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.410.00.0000.00	ORGANIC EGGS	$60.00
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031448	04/09/2026	1240	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$96.60
					Check Total:	$824.00
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$80.50
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$128.80
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.410.00.0000.00	ORGANIC EGGS	$60.00
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$96.60
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$64.40
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$80.50
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$48.30
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$80.50
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$96.60
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$80.50
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$64.40
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$64.40
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.410.00.0000.00	GAL HOMO	$24.00
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.410.00.0000.00	ORGANIC EGGS	$60.00
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	LOW FAT	$15.10

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031505	04/23/2026	1257	BOB'S DAIRY SERVICE	10.0.2560.415.00.0000.00	SKIM CHOCOLATE	$48.30
					Check Total:	$1,243.90
7400031449	04/09/2026	1240	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.04	Towel, HRT TAD White	$2,620.30
					Check Total:	$2,620.30
7400031506	04/23/2026	1257	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.03	Sanicare TBX	$256.32
7400031506	04/23/2026	1257	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.01	Liner RLF Rfit 44 gal	$562.75
7400031506	04/23/2026	1257	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.04	Towel, HRT TAD White	$1,730.20
7400031506	04/23/2026	1257	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.04	Liner RLF Rfit 10 gal	$462.75
7400031506	04/23/2026	1257	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.04	Liner RLF Rfit 23 gal	$401.25
7400031506	04/23/2026	1257	BUCKEYE CLEANING CENTER-CHICAGO	20.0.2540.416.00.0000.04	Soap One Touch	$275.00
					Check Total:	$3,688.27
7400031450	04/09/2026	1240	BUSINESS EXPRESS	10.0.1100.449.00.0000.01	BOOKS OF 50 TODD	$475.00
7400031450	04/09/2026	1240	BUSINESS EXPRESS	10.0.1100.449.00.0000.01	BOOK OF 50 TODD TICKETS BLUE STOCK	$500.00
					Check Total:	$975.00
7400031507	04/23/2026	1257	BUSINESS EXPRESS	10.0.1100.449.00.0000.02	BOOKS OF 50 RUTLEDGE TICKETS	$475.00
					Check Total:	$475.00
7400031508	04/23/2026	1257	BUSINESSOLVER.COM	10.0.2520.300.00.0000.00	ANCILLARY PLAN SERVICES PEPM	$39.00
					Check Total:	$39.00
NCB	04/10/2026	1241	CAROLINA BIOLOGICAL SUPPLY	10.0.1500.400.21.0000.03	INOCULATING LOOP	$93.27
NCB	04/10/2026	1241	CAROLINA BIOLOGICAL SUPPLY	10.0.1500.400.21.0000.03	BACTERIA	$19.05
NCB	04/10/2026	1241	CAROLINA BIOLOGICAL SUPPLY	10.0.1100.314.04.0000.03	DAPHNIA MAGNA	$108.21
NCB	04/10/2026	1241	CASSIDY TIRE LINC	20.0.2540.320.00.0000.04	LOOSE WHEEL	$35.00
NCB	04/10/2026	1241	CHICAGO ARCHITECTURE	10.0.1100.490.00.0000.00	RIVER CRUISE	$128.50

Disbursement Detail Listing

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Date Range: 04/01/2026 - 04/30/2026
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Dollar Limit: $0.00
Fiscal Year: 2025-2026

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/10/2026	1241	CHICAGO BOTANIC GARDEN	10.0.1100.314.04.0000.02	FIELD TRIP ON SITE WORKSHOP: SPRING	$450.00
NCB	04/10/2026	1241	CHICAGO BOTANIC GARDEN	10.0.1100.314.04.0000.02	FIELD TRIP ON SITE WORKSHOP: SPRING	$450.00
					Check Total:	$1,284.03
7400031509	04/23/2026	1257	CHICAGO METROPOLITAN FIRE PREVENTION 2	20.0.2540.320.00.0000.01	ANNUAL SPRINKLER SYSTEM TEST/INSPECTION	$295.00
7400031509	04/23/2026	1257	CHICAGO METROPOLITAN FIRE PREVENTION 2	20.0.2540.320.00.0000.03	ANNUAL SPRINKLER SYSTEM TEST/INSPECTION	$340.00
7400031509	04/23/2026	1257	CHICAGO METROPOLITAN FIRE PREVENTION 2	20.0.2540.320.00.0000.02	ANNUAL SPRINKLER SYSTEM TEST/INSPECTION	$330.00
					Check Total:	$965.00
NCB	04/10/2026	1241	CHICAGO TRIBUNE COMPANY	10.0.2630.640.00.0000.00	STANDARD DIGITAL ACCESS	$1.00
					Check Total:	$1.00
7400031451	04/09/2026	1240	CHRISTOPHER D. LEE	10.0.1100.323.31.0000.00	TUNED PIANOS	$480.00
					Check Total:	$480.00
NCB	04/10/2026	1241	CITGO	20.0.2540.464.00.0000.00	GAS FOR DIST TRUCK	$85.35
					Check Total:	$85.35
7400031510	04/23/2026	1257	CLASS ACT CO.	10.0.1100.411.18.0000.03	Red/White Loop Top Ribbon with white tassel and gold	$635.03
7400031510	04/23/2026	1257	CLASS ACT CO.	10.0.1100.411.18.0000.03	Premier Diploma Cover-Red with Gold printing-same as	$1,666.97
					Check Total:	$2,302.00
7400031511	04/23/2026	1257	CMFP	20.0.2540.320.00.0000.03	QUARTERLY BILLING/FB/A/RADIO	$240.00
7400031511	04/23/2026	1257	CMFP	20.0.2540.320.00.0000.04	QUARTERLY BILLING FB/A RADIO	$240.00
7400031511	04/23/2026	1257	CMFP	20.0.2540.320.00.0000.02	QUARTERLY BILLING FB/A RADO	$240.00
7400031511	04/23/2026	1257	CMFP	20.0.2540.320.00.0000.01	QUARTERLY BILLING FB/A RADIO	$240.00

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
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Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
					Check Total:	$960.00
NCB	04/10/2026	1252	COLE TAYLOR BAN_SIT	10.3.0499.300.00.0000.00	STATE TAX	$25,744.17
NCB	04/10/2026	1252	COLE TAYLOR BAN_SIT	20.3.0499.300.00.0000.00	STATE TAX	$943.85
NCB	04/24/2026	1259	COLE TAYLOR BAN_SIT	10.3.0499.300.00.0000.00	STATE TAX	$25,357.91
NCB	04/24/2026	1259	COLE TAYLOR BAN_SIT	20.3.0499.300.00.0000.00	STATE TAX	$860.75
NCB	04/24/2026	1261	COLE TAYLOR BANK	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$224.04
NCB	04/10/2026	1254	COLE TAYLOR BANK	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$224.04
NCB	04/10/2026	1251	COLE TAYLOR BANK_FIT	10.3.0499.200.00.0000.00	FEDERAL TAX	$53,241.42
NCB	04/10/2026	1251	COLE TAYLOR BANK_FIT	20.3.0499.200.00.0000.00	FEDERAL TAX	$2,080.08
NCB	04/24/2026	1258	COLE TAYLOR BANK_FIT	10.3.0499.200.00.0000.00	FEDERAL TAX	$53,244.68
NCB	04/24/2026	1258	COLE TAYLOR BANK_FIT	20.3.0499.200.00.0000.00	FEDERAL TAX	$1,949.50
NCB	04/10/2026	1251	COLE TAYLOR BANK_FIT	10.3.0499.800.20.0000.00	MEDICARE	$17,856.16
NCB	04/10/2026	1251	COLE TAYLOR BANK_FIT	20.3.0499.800.20.0000.00	TERMINATION/VACATION PAYMENTS	$614.96
NCB	04/24/2026	1258	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	SOC.SEC.	$10,502.88
NCB	04/24/2026	1258	COLE TAYLOR BANK_FIT	20.3.0499.700.10.0000.00	NON-CAPITAL EQUIPMENT	$2,411.48
NCB	04/10/2026	1251	COLE TAYLOR BANK_FIT	10.3.0499.700.10.0000.00	SOC.SEC.	$11,222.24
NCB	04/10/2026	1251	COLE TAYLOR BANK_FIT	20.3.0499.700.10.0000.00	NON-CAPITAL EQUIPMENT	$2,629.50
NCB	04/24/2026	1258	COLE TAYLOR BANK_FIT	10.3.0499.800.20.0000.00	MEDICARE	$17,599.04
NCB	04/24/2026	1258	COLE TAYLOR BANK_FIT	20.3.0499.800.20.0000.00	TERMINATION/VACATION PAYMENTS	$564.00
					Check Total:	$227,270.70
7400031512	04/23/2026	1257	COMED	20.0.2540.466.00.0000.00	ELECTRICITY	$3,639.80
					Check Total:	$3,639.80
7400031452	04/09/2026	1240	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	LOT ICE CONTROL	$2,660.00
					Check Total:	$2,660.00
7400031513	04/23/2026	1257	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	WEEKLY MAINTENANCE	$932.00
7400031513	04/23/2026	1257	CONTOUR LANDSCAPING, INC.	20.0.2540.310.00.0000.00	INSTALLATION OF PANSIES/PRATT/CRAWFORD	$985.00
					Check Total:	$1,917.00
NCB	04/10/2026	1241	COSTCO WHOLESALE	10.0.1100.490.00.0000.00	PASS/STAFF RECOG	$112.99

Disbursement Detail Listing

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/10/2026	1241	COZZINI BROS., INC.	10.0.2560.300.00.0000.00	KNIFE SERVICE	$52.10
NCB	04/10/2026	1241	COZZINI BROS., INC.	10.0.2560.300.00.0000.00	KNIFE SERVICE	$52.10
NCB	04/10/2026	1241	COZZINI BROS., INC.	10.0.2560.300.00.0000.00	KNIFE SERVICE	$52.10
					Check Total:	$269.29
7400031514	04/23/2026	1257	DEFRANCO PLUMBING	20.0.2540.320.00.0000.02	MAINTENANCE SERVICES - RUTLEDGE - We will supply	$17,314.00
					Check Total:	$17,314.00
7400031453	04/09/2026	1240	DELL INC.	10.0.1100.550.05.0000.00	DELL PRO 24 ALL-IN-ONE (65W) qC24250	$5,379.20
					Check Total:	$5,379.20
7400031434	04/10/2026	1256	DISTRICT 74	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$232.75
7400031434	04/10/2026	1256	DISTRICT 74	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$28.50
7400031434	04/10/2026	1256	DISTRICT 74	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$23.75
					Check Total:	$285.00
7400031515	04/23/2026	1257	DUPAGE FEDERATION ON HUMAN SERV REFORM	10.0.1200.300.00.0000.00	TELEPHONIC INTERPRETATION SERVICES	$99.90
					Check Total:	$99.90
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$27,917.56
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$1,502.13
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$11,767.26
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$78.00
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.602.00.0000.00	EMPLOYEE BENEFIT- LIFE	$268.20
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$449.57
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$13.15
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.602.00.0000.00	EMPLOYEE BENEFIT- LIFE	$268.20
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$194.94

Disbursement Detail Listing

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Fiscal Year: 2025-2026

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	$981.15
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$11,767.26
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.602.00.0000.00	EMPLOYEE BENEFIT- LIFE	($36.10)
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$27,917.56
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$1,502.13
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$101,362.34
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$3,475.54
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	($1,767.88)
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	$981.15
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$449.57
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$13.15
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$101,362.34
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$3,475.54
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$5,717.16
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$5,717.16
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.600.00.0000.00	EMPLOYEE BENEFIT-	$78.00
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	$365.26
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	$5,609.07
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	$228.93

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☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	10.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	$5,609.07
NCB	04/01/2026	1243	EDUCATIONAL BENEFIT COOPERATIVE	20.3.0499.601.00.0000.00	EMPLOYEE BENEFIT-	$228.93
					Check Total:	$317,496.34
7400031516	04/23/2026	1257	ELIZABETH STERBA	10.0.1100.410.78.0000.00	EXPENSE REIMBURSEMENT/PIZZA FOR	$55.93
					Check Total:	$55.93
7400031517	04/23/2026	1257	FARAHNAZ MIR	10.0.2560.400.00.0000.00	REIMBURSEMENT OF WORK APPAREL	$91.99
					Check Total:	$91.99
7400031454	04/09/2026	1240	FILTER SERVICES INC.	20.0.2540.400.00.0000.04	MAINTENANCE SUPPLIES - ADMIN BLDG , 1501625-1	$158.63
7400031454	04/09/2026	1240	FILTER SERVICES INC.	20.0.2540.320.00.0000.01	FILTERS	$1,266.18
7400031454	04/09/2026	1240	FILTER SERVICES INC.	20.0.2540.320.00.0000.02	PLEATED FILTER	$1,403.76
7400031454	04/09/2026	1240	FILTER SERVICES INC.	20.0.2540.400.00.0000.02	MAINTENANCE SUPPLIES - RUTLEDGE - 21299 vBX44	$472.18
					Check Total:	$3,300.75
7400031455	04/09/2026	1240	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	CHARTERS	$5,905.55
7400031455	04/09/2026	1240	FIRST STUDENT, INC.	40.0.2550.331.00.0000.00	TRANSPORTATION/HOME TO SCHOOL/FEBRUARY	$110,214.54
					Check Total:	$116,120.09
7400031518	04/23/2026	1257	FIRST STUDENT, INC.	40.0.2550.331.00.0000.00	TRANSPORTATION/HOME TO SCHOOL	$110,468.82
7400031518	04/23/2026	1257	FIRST STUDENT, INC.	40.0.2550.330.00.0000.00	ALTERNATIVE TRANSPORTATION	$2,978.50
					Check Total:	$113,447.32
NCB	04/10/2026	1241	FIVE BELOW	10.0.1100.450.16.0000.03	ICEE POP CANDY/SLUSHY SLIME	$157.26
NCB	04/10/2026	1241	FIVE BELOW	10.0.1100.450.16.0000.03	BATTERY/KNIT KIT	$292.40
					Check Total:	$449.66

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Fiscal Year: 2025-2026

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Bye forever, I guess (#2650WH4)	$59.19
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	The enigma girls : how ten teenagers broke ciphers,	$73.26
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Impossible creatures (#2464NH0)	$73.26
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Jennifer Chan is not alone (#2467PB5)	$54.72
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Keeping pace (#2834CDX)	$37.98
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	The labors of Hercules Beal (#2147HH1)	$57.27
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Louder than hunger (#2301CG6)	$59.19
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Mid-air (#2492GG5)	$57.27
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	The undead fox of Deadwood forest	$53.97
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Weirdo (#2040SE8)	$91.96
7400031456	04/09/2026	1240	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Book Cataloging and Processing	$43.50
					Check Total:	$661.57
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	And then, boom! (#2505RE3)	$37.98
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Extra normal (#2554YC9)	$56.97
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Four eyes (#2024JB2)	$89.48
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	The partition project (#2382YJ0)	$57.27
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Popcorn (#2240NJ1)	$57.27

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	The Sherlock Society (#2356HHX)	$72.96
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	The tenth mistake of Hank Hooperman (#2064ZK4)	$54.72
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Witchlings (#2391TAX)	$56.25
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Worst-case Collin (#1628VS8)	$56.97
7400031519	04/23/2026	1257	FOLLETT CONTENT SOLUTIONS, LLC	10.0.2220.400.00.0000.03	Book Cataloging and Processing	$40.60
					Check Total:	$580.47
NCB	04/10/2026	1241	GEMPLERS	20.0.2540.416.00.0000.03	COAT CROSSING GUARD	$167.28
NCB	04/10/2026	1241	GIORDANO'S PIZZA	10.0.1100.490.00.0000.00	PIZZA/TH PRINCIPAL INTERVIEW	$194.09
NCB	04/10/2026	1241	GIORDANO'S PIZZA	10.0.1100.490.00.0000.00	PIZZA/TH PRINCIPAL INTERVIEW	$194.52
NCB	04/10/2026	1241	GOLF MILL MOTOR SALES, INC.	20.0.2540.320.00.0000.04	REPAIRS ON DIST TRUCK	$1,574.65
					Check Total:	$2,130.54
7400031520	04/23/2026	1257	GOPHER	10.0.1100.410.26.0000.03	Gopher UltraFit KettleBALL Rubber Kettlebells 20lb	$127.79
7400031520	04/23/2026	1257	GOPHER	10.0.1100.410.26.0000.03	Gopher UltraFit KettleBALL Rubber Kettlebells 25lb	$138.90
7400031520	04/23/2026	1257	GOPHER	10.0.1100.410.26.0000.03	Gopher Juggling Beanball Set	$198.90
7400031520	04/23/2026	1257	GOPHER	10.0.1100.410.26.0000.03	Gopher Juggling Cubes set of 3	$19.94
					Check Total:	$485.53
7400031457	04/09/2026	1240	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	RETURN/BASIL	($25.18)
7400031457	04/09/2026	1240	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	AVOCADO/SOUR	$1,643.33
7400031457	04/09/2026	1240	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	LINER BAKE PAN	$62.94
7400031457	04/09/2026	1240	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	BANANA/SOUR	$2,384.47

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Fiscal Year: 2025-2026

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031457	04/09/2026	1240	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	CONT/BLEACH	$150.80
7400031457	04/09/2026	1240	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	BANANA/BUTTERMILK/CHEE	$1,172.67
7400031457	04/09/2026	1240	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	CUP PRTN SOUFF	$28.01
7400031457	04/09/2026	1240	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	CHEESE/STRAWBERRY/FRIES	$2,018.47
					Check Total:	$7,435.51
7400031521	04/23/2026	1257	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	NAPKIN/CONT	$319.25
7400031521	04/23/2026	1257	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	APPLE/GRAPES/CHEESE	$1,495.97
7400031521	04/23/2026	1257	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	DETRGNT/TRAY	$159.38
7400031521	04/23/2026	1257	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	BUTTER/PASTA/WATER	$1,299.17
7400031521	04/23/2026	1257	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	LID/TRAY	$84.06
7400031521	04/23/2026	1257	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	ONION/APPLE/COLE SLAW	$1,923.58
7400031521	04/23/2026	1257	GORDON FOOD SERVICE	10.0.2560.400.00.0000.00	PLAS FORK	$74.67
7400031521	04/23/2026	1257	GORDON FOOD SERVICE	10.0.2560.410.00.0000.00	CHEESE/DESSERT BAR/JUICE	$1,028.98
					Check Total:	$6,385.06
NCB	04/10/2026	1241	GRAINGER	20.0.2540.400.00.0000.04	ADMIN PLIERS	$26.00
NCB	04/10/2026	1241	GRAINGER	20.0.2540.400.00.0000.01	FUSES & SUPPLIES	$258.43
					Check Total:	$284.43
7400031458	04/09/2026	1240	GRAINGER	20.0.2540.416.00.0000.04	EYE WASH STATION	$330.50
7400031458	04/09/2026	1240	GRAINGER	20.0.2540.400.00.0000.01	TSTAT GUARD PLASTIC	$62.30
					Check Total:	$392.80
7400031522	04/23/2026	1257	GRAINGER	20.0.2540.400.00.0000.02	BLOWER DRAFT INDUCER	$250.18
7400031522	04/23/2026	1257	GRAINGER	20.0.2540.400.00.0000.02	VACUUM BREAKER	$229.71
					Check Total:	$479.89
NCB	04/10/2026	1241	GRAMMARLY, INC.	10.0.2630.300.00.0000.00	SUBSCRIPTION	$144.00
NCB	04/10/2026	1241	GROVER FABRICATION AND WELDING	20.0.2540.404.00.0000.03	WELD BASEBALL JOBBOX	$250.00
					Check Total:	$394.00
7400031459	04/09/2026	1240	GSF USA, INC.	20.0.2540.322.00.0000.00	JANITORIAL SERVICES/4/1/26-4/30/26	$43,427.74
					Check Total:	$43,427.74
7400031523	04/23/2026	1257	GSF USA, INC.	10.0.1100.319.00.0000.00	MONTHLY CROSSING GUARD CHARGES	$1,158.26

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Check Number	Date	Voucher	Payee	Account	Description	Amount
					Check Total:	$1,158.26
NCB	04/10/2026	1241	HARBOR FREIGHT	20.0.2540.400.00.0000.04	TOOL STORAGE CONTAINER	$299.99
					Check Total:	$299.99
7400031524	04/23/2026	1257	HERFF JONES 2	10.0.1100.411.18.0000.03	Premier Red Classkeeper Gown. Document with	$3,895.50
					Check Total:	$3,895.50
7400031525	04/23/2026	1257	HERMITAGE ART	10.0.1100.411.18.0000.03	2026 Graduation Program Cover, Red	$114.70
7400031525	04/23/2026	1257	HERMITAGE ART	10.0.1100.411.18.0000.03	$-23.73 ORDER DISCOUNT Applied - 2026 Graduation	($23.73)
					Check Total:	$90.97
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.01	Intro Reading V2 Instructional Card Kit Grade	$148.50
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.01	Intro Reading V3 Instructional Card Kit Grade	$297.00
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.01	Intro Reading Focal Text Single Copy Set Grade 1	$73.29
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.01	Intro Reading V3 Instructional Card Kit Grade	$222.75
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.01	Intro Reading Focal Text Single Copy Set Grade 2	$73.29
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.01	Shipping	$93.71
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.03	Writable Student Licenses	$3,801.60
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.03	Writable Teacher Licenses	$0.00
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.01	9798202027390 Into Reading Vrs3 Student	$72.47
7400031460	04/09/2026	1240	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	10.0.1100.410.22.0000.01	9798202027864 Into Reading Vrs3 Know It Show	$232.48
					Check Total:	$5,015.09

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NCB	04/10/2026	1241	IAASE	10.0.1200.640.00.0000.00	WEBINAR REGISTRATION	$100.00
NCB	04/10/2026	1241	IASA	10.0.2320.312.00.0000.00	RUSSO/CONFERENCE	$206.00
NCB	04/10/2026	1241	IASA	10.0.2630.312.00.0000.00	MCGOEY/CONFERENCE	$206.00
					Check Total:	$512.00
7400031461	04/09/2026	1240	IGS ENERGY	20.0.2540.465.00.0000.00	NATURAL GAS	$8,172.89
					Check Total:	$8,172.89
7400031462	04/09/2026	1240	IGS ENERGY-1	20.0.2540.466.00.0000.00	ELECTRICITY	$13,646.80
					Check Total:	$13,646.80
7400031463	04/09/2026	1240	ILLINOIS ASSOCIATION OF SCHOOL BOARDS	10.0.2310.640.00.0000.00	SUBSCRIPTION/DR	$8,725.00
					Check Total:	$8,725.00
NCB	04/10/2026	1241	ILLINOIS HOLOCAUST MUSEUM & EDUC CTR	10.0.1100.314.04.0000.03	DEPOSIT FOR FIELD TRIP	$10.00
NCB	04/10/2026	1241	ILLINOIS JUNIOR ACADEMY OF SCIENCE	10.0.1500.400.21.0000.03	IJAS REGION 6 POSTER FEE	$375.00
					Check Total:	$385.00
7400031464	04/09/2026	1240	IMAGETEC	10.0.2570.323.00.0000.00	COPIER MAINTENANCE	$2,463.08
					Check Total:	$2,463.08
7400031465	04/09/2026	1240	INSTRUMENTALIST AWARDS LLC	10.0.1100.425.00.0000.03	Director's Award for Band Student Award	$95.00
7400031465	04/09/2026	1240	INSTRUMENTALIST AWARDS LLC	10.0.1100.425.00.0000.03	Director's Award for Band Add-on Plaque	$85.00
7400031465	04/09/2026	1240	INSTRUMENTALIST AWARDS LLC	10.0.1100.425.00.0000.03	Director's Award for Chorus Student Award	$67.00
7400031465	04/09/2026	1240	INSTRUMENTALIST AWARDS LLC	10.0.1100.425.00.0000.03	National School Orchestra Student Combination Set	$75.00
7400031465	04/09/2026	1240	INSTRUMENTALIST AWARDS LLC	10.0.1100.425.00.0000.03	Armstrong Student Combination Set	$75.00
					Check Total:	$397.00
7400031526	04/23/2026	1257	INTERIORS FOR BUSINESS, INC.	60.0.2530.319.00.0000.00	Labor	$16,848.36
7400031526	04/23/2026	1257	INTERIORS FOR BUSINESS, INC.	60.0.2530.319.00.0000.00	KI Tariff Surcharge	$284.84
7400031526	04/23/2026	1257	INTERIORS FOR BUSINESS, INC.	60.0.2530.540.00.0000.01	KI Ruckus Height Adjustable Activity Table, Kidney 48" x	$5,806.52

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7400031526	04/23/2026	1257	INTERIORS FOR BUSINESS, INC.	60.0.2530.540.00.0000.01	Smith System Elemental Trapezoid Table 30"D x	$2,916.15
7400031526	04/23/2026	1257	INTERIORS FOR BUSINESS, INC.	60.0.2530.540.00.0000.01	KI Ricochet Stool 14"H Seat/Base/Column: Flannel,	$5,380.36
7400031526	04/23/2026	1257	INTERIORS FOR BUSINESS, INC.	60.0.2530.540.00.0000.01	Media Technologies Stowaway Cabinet &	$11,697.91
					Check Total:	$42,934.14
7400031527	04/23/2026	1257	JENI IBRAHAM	10.0.2560.400.00.0000.00	EXPENSE REIMBURSEMENT	$94.85
					Check Total:	$94.85
7400031466	04/09/2026	1240	JENNIFER SAVAGE	10.1.0000.000.00.1999.00	MILEAGE REIMBURSEMENT/JURY DUTY	$32.90
					Check Total:	$32.90
NCB	04/10/2026	1241	JERSEY MIKE'S SUBS	10.0.2410.400.00.0000.03	FOOD/MUSIC ENSEMBLE	$253.85
NCB	04/10/2026	1241	JEWEL-OSCO	10.0.1100.423.36.0000.03	EGG/BUTTER	$125.88
NCB	04/10/2026	1241	JEWEL-OSCO	10.0.1100.450.57.0000.03	TOMATO SAUCE/CHEESE	$102.64
					Check Total:	$482.37
7400031467	04/09/2026	1240	KINGS 111 OF AMERICA, LLC	20.0.2540.340.00.0000.00	ELEVATOR PHONES-GSA COMPLETE	$24.17
7400031467	04/09/2026	1240	KINGS 111 OF AMERICA, LLC	20.0.2540.340.00.0000.00	GSA OPEN MARKET ITEM/4/1/26-4/30/26/LH	$15.00
7400031467	04/09/2026	1240	KINGS 111 OF AMERICA, LLC	20.0.2540.340.00.0000.00	ELEVATOR PHONES-GSA COMPLETE	$24.17
7400031467	04/09/2026	1240	KINGS 111 OF AMERICA, LLC	20.0.2540.340.00.0000.00	GSA OPEN MARKET ITEM/4/1/2026-4/30/2026	$15.00
					Check Total:	$78.34
7400031528	04/23/2026	1257	L&W SUPPLY	20.0.2540.530.00.0000.03		$1,130.30
					Check Total:	$1,130.30
NCB	04/10/2026	1254	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$4,781.66
NCB	04/10/2026	1254	LINCOLN INVESTMENT PLANNING	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$350.00

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
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Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/24/2026	1261	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$4,781.66
NCB	04/24/2026	1261	LINCOLN INVESTMENT PLANNING	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$350.00
NCB	04/10/2026	1254	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$160.00
NCB	04/10/2026	1254	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$642.50
NCB	04/24/2026	1261	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$160.00
NCB	04/24/2026	1261	LINCOLN INVESTMENT PLANNING	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$642.50
					Check Total:	$11,868.32
7400031529	04/23/2026	1257	LINCOLNWOOD REVIEW	10.0.2560.640.00.0000.00	SUBSCRIPTION/THURSDAY ONLY	$58.99
					Check Total:	$58.99
7400031530	04/23/2026	1257	LINDA ANDERSON	10.0.1100.338.42.0000.03	VOLLEYBALL OFFICIAL/4/8/26	$120.00
					Check Total:	$120.00
NCB	04/10/2026	1241	LOU MALNATI'S PIZZERIA	10.0.2630.400.00.0000.00	PIZZA/SPELLING BEE	$146.40
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.404.00.0000.03	BASEBALL JOBBOX	$639.04
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.404.00.0000.03	BASEBALL JOBBOX	($599.00)
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.404.00.0000.03	BASEBALL JOBBOX	$539.10
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.04	WATER PUMP	$199.00
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.04	WATER PUMP RETURN	($199.00)
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	10.0.1100.400.18.0000.03	OVER THE GLASS SAFETY	$48.96
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.01	MAINTENANCE SUPPLIES	$7.96
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.404.00.0000.03	BASEBALL JOBBOX	$10.00
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.01	ELECTRIC SUPPLIES	$83.90
NCB	04/10/2026	1241	LOWE'S HOME CENTERS, INC.	20.0.2540.400.00.0000.02	MAINTENANCE SUPPLIES	$55.88
NCB	04/10/2026	1241	MARIANO'S	10.0.1125.493.09.0000.01	SNACKS	$55.84
NCB	04/10/2026	1241	MARITZA'S FLOWERS	10.0.2310.340.00.0000.00	TAX REFUNDED	($6.66)
					Check Total:	$981.42

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Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031468	04/09/2026	1240	MARK ATKINSON	10.0.1100.449.00.0000.03	EXPENSE REIMBURSEMENT/PRIZES	$75.00
7400031468	04/09/2026	1240	MARK ATKINSON	10.0.1100.449.00.0000.03	EXPENSE REIMBURSEMENT/BASKETS/	$64.38
					Check Total:	$139.38
NCB	04/10/2026	1255	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$515.21
NCB	04/24/2026	1262	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$2,785.39
NCB	04/24/2026	1262	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$4,029.42
NCB	04/24/2026	1262	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$515.21
NCB	04/10/2026	1255	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$4,029.42
NCB	04/10/2026	1255	MB FINANCIAL BANK_SD74 FLEX	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$2,785.39
					Check Total:	$14,660.04
7400031469	04/09/2026	1240	MCGRAW- HILL LLC	10.0.1250.400.00.0000.01	Reading Mastery Reading/Literature Strand	$367.69
					Check Total:	$367.69
7400031470	04/09/2026	1240	MONARCH ELECTRIC CONSTRUCTION CO.	20.0.2540.320.00.0000.01	REPLACE DISHWASHER CIRCUIT BREAKER	$1,333.45
					Check Total:	$1,333.45
7400031471	04/09/2026	1240	MUSIC & ARTS CENTER, INC.	10.0.1100.323.31.0000.00	INSTRUMENT REPAIRS/SAXOPHONE	$235.00
					Check Total:	$235.00
7400031531	04/23/2026	1257	MUTUAL OF OMAHA	10.3.0499.603.00.0000.00	LTD	$3,767.79
					Check Total:	$3,767.79
7400031532	04/23/2026	1257	MYSTERY SCIENCE INC./C/O DISCOVERY EDUC	10.0.1100.410.21.0000.02	3rd Grade Mystery Packs	$1,560.00
7400031532	04/23/2026	1257	MYSTERY SCIENCE INC./C/O DISCOVERY EDUC	10.0.1100.410.21.0000.02	4th Grade Mystery Packs	$2,650.00
7400031532	04/23/2026	1257	MYSTERY SCIENCE INC./C/O DISCOVERY EDUC	10.0.1100.410.21.0000.02	5th Grade Mystery Packs	$2,850.00
					Check Total:	$7,060.00
NCB	04/10/2026	1241	NATIONAL ASSOC OF SCHOOL PSYCHOLOGY	10.0.2210.312.00.0000.03	REGISTRATION	$569.00
NCB	04/10/2026	1241	NATIONAL SCHOOL FORMS	10.0.1100.449.00.0000.01	PLASTIC BUS/ROUTING TAG	$484.04

Disbursement Detail Listing

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Check Number	Date	Voucher	Payee	Account	Description	Amount
					Check Total:	$1,053.04
7400031533	04/23/2026	1257	NICOR GAS	20.0.2540.465.00.0000.00	NATURAL GAS	$450.93
7400031533	04/23/2026	1257	NICOR GAS	20.0.2540.465.00.0000.00	NATURAL GAS	$1,968.56
7400031533	04/23/2026	1257	NICOR GAS	20.0.2540.465.00.0000.00	NATURAL GAS	$343.56
					Check Total:	$2,763.05
7400031472	04/09/2026	1240	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.674.35.0000.00	ESY FEES 2025	$79,876.00
					Check Total:	$79,876.00
7400031534	04/23/2026	1257	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.300.35.4620.00	NTDSE PD 4620 IDEA PART B "D"	$8,346.00
7400031534	04/23/2026	1257	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.320.35.0000.00	NTDSE PURCHASED SERVICES "D"	$112,397.96
7400031534	04/23/2026	1257	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.671.35.0000.00	NTDSE INSTRUCTION MOLLOY "A"	$1,213,845.75
7400031534	04/23/2026	1257	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.672.35.0000.00	NTDSE MEMBERSHIP "C"	$105,379.50
7400031534	04/23/2026	1257	NILES TOWNSHIP DIST FOR SPECIAL EDUC 807	10.0.4120.673.35.0000.00	NTDSE PHYSICAL PLANT "B"	$20,303.00
					Check Total:	$1,460,272.21
7400031473	04/09/2026	1240	NORTH SHORE ELECTRIC, INC	20.0.2540.320.00.0000.02	MAINTENANCE	$942.99
					Check Total:	$942.99
7400031435	04/10/2026	1256	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$950.43
7400031435	04/10/2026	1256	NORTH SUBURBAN TEACHERS' UNION	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$208.28
7400031435	04/10/2026	1256	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$6,641.69
					Check Total:	$7,800.40
7400031493	04/24/2026	1264	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$6,586.80
7400031493	04/24/2026	1264	NORTH SUBURBAN TEACHERS' UNION	10.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$950.43
7400031493	04/24/2026	1264	NORTH SUBURBAN TEACHERS' UNION	20.3.0499.900.00.0000.00	OTHER PAYROLL LIABILITIES	$208.28
					Check Total:	$7,745.51

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Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031474	04/09/2026	1240	NSN EMPLOYER SERVICES, INC.	10.0.1100.381.00.0000.00	UNEMPLOYMENT COMPLIANCE PROGRAM	$863.94
					Check Total:	$863.94
NCB	04/10/2026	1241	NSPRA	10.0.2630.312.00.0000.00	PUBLICATIONS & DIGITAL MEDIA AWARDS	$236.90
NCB	04/10/2026	1241	NSPRA	10.0.2630.312.00.0000.00	PUBLICATIONS & DIGITAL MEDIA AWARDS	$236.90
					Check Total:	$473.80
7400031535	04/23/2026	1257	O'HARE MECHANICAL CONTRACTORS INC.	20.0.2540.320.00.0000.02	MAINTENANCE SERVICE	$331.50
7400031535	04/23/2026	1257	O'HARE MECHANICAL CONTRACTORS INC.	20.0.2540.320.00.0000.02	MAINTENANCE SERVICES	$687.67
7400031535	04/23/2026	1257	O'HARE MECHANICAL CONTRACTORS INC.	20.0.2540.320.00.0000.01	MAINTENANCE SERVICES	$759.00
					Check Total:	$1,778.17
7400031475	04/09/2026	1240	OCONOMOWOC DEVELOPMENTAL TRAINING	10.0.4120.670.35.3100.00	TUITION-REGULAR	$7,999.95
7400031475	04/09/2026	1240	OCONOMOWOC DEVELOPMENTAL TRAINING	10.0.4120.670.35.4625.00	RESIDENTIAL	$18,929.84
					Check Total:	$26,929.79
7400031536	04/23/2026	1257	PAULA S. STEIL	10.0.1100.338.42.0000.03	BASKETBALL OFFICIAL/LH VS EPS/4/13/26	$126.00
					Check Total:	$126.00
7400031537	04/23/2026	1257	PETRARCA,GLEASON,BOYLE & IZZO, LLC	10.0.2310.318.00.0000.00	SCHOOL LAW/PROFESSIONAL	$8,824.50
7400031537	04/23/2026	1257	PETRARCA,GLEASON,BOYLE & IZZO, LLC	10.0.2310.318.00.0000.00	PROPERTY TAXES	$159.00
					Check Total:	$8,983.50
NCB	04/10/2026	1241	PITA INN	10.0.2630.400.00.0000.00	COMBINATION FEAST/SPELLING BEE	$144.90
NCB	04/24/2026	1261	PLANMEMBER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$200.00
NCB	04/10/2026	1254	PLANMEMBER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$175.00
NCB	04/24/2026	1261	PLANMEMBER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$175.00
NCB	04/24/2026	1261	PLANMEMBER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$775.00

Disbursement Detail Listing

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/24/2026	1261	PLANMEMBER	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$100.00
NCB	04/10/2026	1254	PLANMEMBER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$775.00
NCB	04/10/2026	1254	PLANMEMBER	20.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$100.00
NCB	04/10/2026	1254	PLANMEMBER	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$200.00
					Check Total:	$2,644.90
7400031538	04/23/2026	1257	PLAY ILLINOIS LLC	20.0.2540.404.00.0000.01	SCREW HEAD SEAT/METALLOPHONE	$448.40
					Check Total:	$448.40
7400031476	04/09/2026	1240	PMA SECURITIES LLC	30.0.5400.600.00.0000.00	COPY OF THE 2025 CONTINUING DISCLOSURE	$2,250.00
					Check Total:	$2,250.00
7400031477	04/09/2026	1240	PRECISION WINDOW TINTING LLC	20.0.2540.320.00.0000.03	MT200	$249.00
					Check Total:	$249.00
7400031539	04/23/2026	1257	PURCHASE POWER	10.0.2570.340.00.0000.00	POSTAGE	$2,572.25
					Check Total:	$2,572.25
NCB	04/10/2026	1241	PUTTSHACK	10.0.1100.490.00.0000.00	GIFT CARD	$100.00
					Check Total:	$100.00
7400031478	04/09/2026	1240	RENAISSANCE COMMUNICATION SYSTEMS, INC.	10.0.1100.310.05.0000.00	VOICE AND DATA CABLING INFRASTRUCTURE	$1,259.00
7400031478	04/09/2026	1240	RENAISSANCE COMMUNICATION SYSTEMS, INC.	20.0.2540.320.00.0000.04	MAINTENANCE	$1,020.00
7400031478	04/09/2026	1240	RENAISSANCE COMMUNICATION SYSTEMS, INC.	20.0.2540.503.00.0000.00	ACCESS CONTROL SYSTEM/ADD CR TO	$11,700.00
7400031478	04/09/2026	1240	RENAISSANCE COMMUNICATION SYSTEMS, INC.	10.0.1100.532.05.0000.00	VOICE AND DATA CABLING INFRASTRUCTURE	$4,800.00
7400031478	04/09/2026	1240	RENAISSANCE COMMUNICATION SYSTEMS, INC.	20.0.2540.320.00.0000.01	MAINTENANCE	$790.00
					Check Total:	$19,569.00
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.400.00.0000.00	CONT	$46.16
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.410.00.0000.00	LETTUCE/BEETS	$162.19

Disbursement Detail Listing

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Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.400.00.0000.00	CONT	$157.15
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.410.00.0000.00	BEETS/CREAM CHEESE	$462.56
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.400.00.0000.00	CONT	$46.16
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.410.00.0000.00	COFFEE/OLIVE OIL	$459.93
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.400.00.0000.00	CONT/SPONGE/ZIP BAG	$49.41
					SANDWICH	
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.410.00.0000.00	SYRUP	$19.82
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.400.00.0000.00	CONT	$23.08
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.410.00.0000.00	CARROT/OLIVE OIL	$165.07
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.400.00.0000.00	FILM	$42.49
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.410.00.0000.00	CELERY/GARBANZO	$315.54
					BEAN/ROMAINE	
NCB	04/10/2026	1241	RESTAURANT DEPOT	10.0.2560.410.00.0000.00	BABY CARROT/CREAM	$347.16
					Check Total:	$2,296.72
7400031479	04/09/2026	1240	RIVERSIDE INSIGHTS	10.0.1650.400.00.0000.00	DM OVERAGE ITEM-COGAT	$536.50
					COMPLETE: 17 NORMS	
					Check Total:	$536.50
7400031480	04/09/2026	1240	ROBBINS SCHWARTZ NICHOLAS	10.0.2310.318.00.0000.00	PROFESSIONAL SERVICES	$1,386.00
			LIFTON &		RENDERED	
					Check Total:	$1,386.00
7400031540	04/23/2026	1257	ROBERT ROTHSTEIN	10.0.1100.338.42.0000.03	BASKETBALL OFFICIAL/LH	$126.00
					VS FAIRVIEW	
					Check Total:	$126.00
NCB	04/10/2026	1241	RUSSO POWER EQUIPMENT	20.0.2540.400.00.0000.04	DIST TRACTOR TIRES	$105.75
NCB	04/10/2026	1241	RUSSO POWER EQUIPMENT	20.0.2540.400.00.0000.04	DIST TRACTOR TIRES	$105.75
NCB	04/10/2026	1241	SAM'S CLUB	10.0.2520.400.00.0000.00	ADMIN OFFICE SUPPLIES	$651.69
NCB	04/10/2026	1241	SAM'S CLUB	10.0.2560.410.00.0000.00	ICE	$79.80
NCB	04/10/2026	1241	SAM'S CLUB	10.0.2520.400.00.0000.00	ADMIN OFFICE SUPPLIES	$50.54
NCB	04/10/2026	1241	SAM'S CLUB	10.0.2560.410.00.0000.00	PLAIN BAGEL	$71.64
					Check Total:	$1,065.17
7400031541	04/23/2026	1257	SCHOOL DISTRICT #74	10.2.0111.000.00.0000.00	REIMB/BIANCA POP GABOR	$450.00

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Check Number	Date	Voucher	Payee	Account	Description	Amount
					Check Total:	$450.00
7400031481	04/09/2026	1240	SCHOOL SPECIALTY	10.0.1100.542.00.0000.01	Childcraft Rainbow Colored Squares Carpet, Rectangle	$1,369.04
7400031481	04/09/2026	1240	SCHOOL SPECIALTY	10.0.1100.542.00.0000.01	SHIPPING	$273.81
7400031481	04/09/2026	1240	SCHOOL SPECIALTY	10.0.1100.410.24.0000.02	Rainbow Kraft Duo-Finish Kraft Paper Roll, 40 lb, 36	$72.97
7400031481	04/09/2026	1240	SCHOOL SPECIALTY	10.0.1100.410.24.0000.02	Rainbow Kraft Duo-Finish Kraft Paper Roll, 40 lb, 36	$70.94
7400031481	04/09/2026	1240	SCHOOL SPECIALTY	10.0.1100.410.24.0000.02	Rainbow Kraft Duo-Finish Kraft Paper Roll, 40 lb, 36	$62.99
					Check Total:	$1,849.75
NCB	04/10/2026	1241	SHELL	20.0.2540.464.00.0000.00	GAS FOR DIST TRUCK	$87.10
NCB	04/10/2026	1241	SIMPLIFY LEARNING	10.0.1100.420.00.0000.03	MID-YEAR LICENSE	$151.41
					Check Total:	$238.51
7400031482	04/09/2026	1240	SMITHEREEN COMPANY	20.0.2540.320.00.0000.04	TARGET PESTS/ADMIN BUILDING	$48.00
7400031482	04/09/2026	1240	SMITHEREEN COMPANY	20.0.2540.320.00.0000.02	REGULARLY SCHEDULED PC SERVICE	$75.00
7400031482	04/09/2026	1240	SMITHEREEN COMPANY	20.0.2540.320.00.0000.03	REGULARLY SCHEDULED PC SERVICE	$82.00
7400031482	04/09/2026	1240	SMITHEREEN COMPANY	20.0.2540.320.00.0000.01	TARGET PESTS/TH	$65.00
					Check Total:	$270.00
7400031542	04/23/2026	1257	STEPHEN GERBER	10.0.1100.230.00.0000.00	TUITION REIMBURSEMENT	$1,321.78
					Check Total:	$1,321.78
7400031543	04/23/2026	1257	STUDIO GC	60.0.2530.319.00.0000.00	2025 TODD HALL RENOVATIONS	$33,750.00
7400031543	04/23/2026	1257	STUDIO GC	60.0.2530.319.00.0000.00	RH-LH GENERAL TRADES	$732.36
7400031543	04/23/2026	1257	STUDIO GC	60.0.2530.319.00.0000.00	TH 2ND GRADE FURNITURE	$5,312.53
					Check Total:	$39,794.89
NCB	04/10/2026	1241	SUBPLOT STUDIO	10.0.1100.410.78.0000.00	CUSTOMIZABLE POSTER	$175.00
NCB	04/10/2026	1241	SUR LA TABLE	10.0.1100.490.00.0000.00	GIFT CARD	$100.00

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
					Check Total:	$275.00
7400031544	04/23/2026	1257	SYSCO FOOD SERVICES-CHICAGO	10.0.2560.400.00.0000.00	DETERGENT/PLAS	$258.15
7400031544	04/23/2026	1257	SYSCO FOOD SERVICES-CHICAGO	10.0.2560.410.00.0000.00	CHEESE/SOUR	$1,514.36
7400031544	04/23/2026	1257	SYSCO FOOD SERVICES-CHICAGO	10.0.2560.400.00.0000.00	PADDLE/PLAS CONTAINER/SPONGE	$123.73
7400031544	04/23/2026	1257	SYSCO FOOD SERVICES-CHICAGO	10.0.2560.410.00.0000.00	CHICKEN/BAGEL/SALAMI	$2,517.31
7400031544	04/23/2026	1257	SYSCO FOOD SERVICES-CHICAGO	10.0.1100.490.00.0000.00	EGG	$119.90
					Check Total:	$4,533.45
NCB	04/10/2026	1241	TARGET	10.0.1100.450.16.0000.03	GIFT CARDS	$60.00
					Check Total:	$60.00
7400031545	04/23/2026	1257	TENNANT SALES AND SERVICE COMPANY	20.0.2540.400.00.0000.03	VACUUM BAG/FILTER	$189.90
					Check Total:	$189.90
7400031483	04/09/2026	1240	TESTA PRODUCE	10.0.2560.410.00.0000.00	RETURN/BANANAS	($58.00)
7400031483	04/09/2026	1240	TESTA PRODUCE	10.0.2560.410.00.0000.00	RETURN/BANANAS	($29.00)
7400031483	04/09/2026	1240	TESTA PRODUCE	10.0.2560.410.00.0000.00	BROCCOLI/BANANAS	$908.75
7400031483	04/09/2026	1240	TESTA PRODUCE	10.0.2560.410.00.0000.00	APPLES	$78.00
7400031483	04/09/2026	1240	TESTA PRODUCE	10.0.2560.410.00.0000.00	GARLIC/JUICE/APPLES/BEET	$775.00
7400031483	04/09/2026	1240	TESTA PRODUCE	10.0.2560.410.00.0000.00	CARROTS/BROCCOLI/CELER	$531.60
					Check Total:	$2,206.35
7400031546	04/23/2026	1257	TESTA PRODUCE	10.0.2560.410.00.0000.00	ORANGES/CLEMENTINE/WR ONG PRODUCT RECEIVED	($94.00)
7400031546	04/23/2026	1257	TESTA PRODUCE	10.0.2560.410.00.0000.00	BANANAS/PEPPERS/ORANES	$346.00
7400031546	04/23/2026	1257	TESTA PRODUCE	10.0.2560.410.00.0000.00	JUICE/PEPPERS/BANANAS	$670.95
7400031546	04/23/2026	1257	TESTA PRODUCE	10.0.2560.410.00.0000.00	RADISHES/BROCCOLI/BEETS	$805.40
7400031546	04/23/2026	1257	TESTA PRODUCE	10.0.2410.315.00.0000.03	ONIONS/GARLIC/TOMATOE	$115.00
7400031546	04/23/2026	1257	TESTA PRODUCE	10.0.2560.410.00.0000.00	BANANAS/BROCCOLI/LETTU	$468.05
					Check Total:	$2,311.40
7400031484	04/09/2026	1240	THE COVE SCHOOL	10.0.4120.670.35.3100.00	TUITION	$4,667.85
					Check Total:	$4,667.85

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/10/2026	1241	THE FAUCET SHOPPE	20.0.2540.400.00.0000.01	DRAIN OPENER	$27.98
					Check Total:	$27.98
7400031485	04/09/2026	1240	THE OFFICE OF THE STATE FIRE MARSHAL	20.0.2540.320.00.0000.01	CERTIFICATES/TH	$280.00
					Check Total:	$280.00
NCB	04/10/2026	1241	THE UPS STORE-#5822	10.0.1100.410.78.0000.00	GROUND RESIDENTAL	$16.24
					Check Total:	$16.24
7400031486	04/09/2026	1240	TK ELEVATOR CORPORTATION	20.0.2540.320.00.0000.02	GOLD FULL MAINTENANCE	$622.85
7400031486	04/09/2026	1240	TK ELEVATOR CORPORTATION	20.0.2540.320.00.0000.03	GOLD FULL MAINTENANCE	$622.85
					Check Total:	$1,245.70
NCB	04/10/2026	1241	TRACERS	10.0.2310.300.00.0000.00	RESIDENCY SOFTWARE	$39.78
					Check Total:	$39.78
7400031487	04/09/2026	1240	TRINITY ECO SOLUTIONS LLC.	20.0.2540.416.00.0000.01	TES 13 Cotton Blossome Urinal Screen	$412.50
7400031487	04/09/2026	1240	TRINITY ECO SOLUTIONS LLC.	20.0.2540.416.00.0000.02	TES 13 Cotton Blossome Urinal Screen	$412.50
					Check Total:	$825.00
7400031488	04/09/2026	1240	ULINE	10.0.1100.449.00.0000.01	FrogTape® Multi-Surface Painter's Tape - 1 1/2" x 60	$65.73
7400031488	04/09/2026	1240	ULINE	10.0.1100.700.00.0000.01	Dry Erase Easel - Mobile	$378.16
7400031488	04/09/2026	1240	ULINE	20.0.2540.416.00.0000.01	Disinfectant Refill	$261.35
7400031488	04/09/2026	1240	ULINE	20.0.2540.416.00.0000.01	Strech'N Dust 24"x24"	$455.58
7400031488	04/09/2026	1240	ULINE	20.0.2540.416.00.0000.01	Microfiber Rags In The Box	$320.94
					Check Total:	$1,481.76
NCB	04/10/2026	1241	ULTIMATESLP.COM	10.0.2150.300.00.0000.00	MEMBERSHIP FOR 2 USERS	$25.90
					Check Total:	$25.90
7400031547	04/23/2026	1257	UNIVERSITY OF ILLINOIS	10.0.2520.300.00.0000.00	CAHILL SCHOLARSHIP RECIPIENT/JEFFREY TIM	$1,000.00
7400031547	04/23/2026	1257	UNIVERSITY OF ILLINOIS	10.0.2520.300.00.0000.00	CAHILL SCHOLARSHIP RECIPIENT/CHRISTINE	$1,000.00

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031547	04/23/2026	1257	UNIVERSITY OF ILLINOIS	10.0.2520.300.00.0000.00	CAHILL SCHOLARSHIP RECIPIENT/PENELOPE	$1,000.00
					Check Total:	$3,000.00
NCB	04/10/2026	1254	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$1,150.00
NCB	04/24/2026	1261	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$1,150.00
NCB	04/24/2026	1261	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$1,100.00
NCB	04/10/2026	1254	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$1,100.00
NCB	04/24/2026	1261	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$50.00
NCB	04/10/2026	1254	VALIC	10.3.0499.500.00.0000.00	ANNUITIES PAYABLE	$50.00
					Check Total:	$4,600.00
7400031489	04/09/2026	1240	VERITIV OPERATING COMPANY-1	10.0.1100.404.00.0000.03	PO#260201/SHIPPING CHARGES	$7.50
7400031489	04/09/2026	1240	VERITIV OPERATING COMPANY-1	10.0.1100.404.00.0000.04	PO#260204/SHIPPING	$7.50
					Check Total:	$15.00
7400031548	04/23/2026	1257	VERITIV OPERATING COMPANY-1	10.0.1100.404.00.0000.03	Comet 8 1/2 x 11f white copy paper	$1,904.00
7400031548	04/23/2026	1257	VERITIV OPERATING COMPANY-1	10.0.1100.404.00.0000.01	Copy Paper	$952.00
					Check Total:	$2,856.00
7400031549	04/23/2026	1257	VILLAGE OF LINCOLNWOOD	20.0.2540.370.00.0000.00	WATER	$698.12
7400031549	04/23/2026	1257	VILLAGE OF LINCOLNWOOD	20.0.2540.370.00.0000.00	WATER	$25.00
7400031549	04/23/2026	1257	VILLAGE OF LINCOLNWOOD	20.0.2540.370.00.0000.00	WATER	$109.14
7400031549	04/23/2026	1257	VILLAGE OF LINCOLNWOOD	20.0.2540.370.00.0000.00	WATER	$686.10
7400031549	04/23/2026	1257	VILLAGE OF LINCOLNWOOD	20.0.2540.370.00.0000.00	WATER	$650.04
					Check Total:	$2,168.40
7400031436	04/10/2026	1256	VISION SERVICE PLAN	10.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	$280.80
7400031436	04/10/2026	1256	VISION SERVICE PLAN	20.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	$23.40
7400031436	04/10/2026	1256	VISION SERVICE PLAN	10.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	$280.80
7400031436	04/10/2026	1256	VISION SERVICE PLAN	20.3.0499.604.00.0000.00	EMPLOYEE BENEFIT- VISION	$23.40
					Check Total:	$608.40
NCB	04/10/2026	1241	VISTAPRINT.COM	10.0.2630.400.00.0000.00	BUSINESS CARDS	$49.98

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
NCB	04/10/2026	1241	VISTAPRINT.COM	10.0.2630.400.00.0000.00	$-6.3 SAVINGS Applied - BUSINESS CARDS	($6.30)
NCB	04/10/2026	1241	VISTAPRINT.COM	10.0.2630.400.00.0000.00	VINYL BANNERS	$97.98
NCB	04/10/2026	1241	VISTAPRINT.COM	10.0.2630.400.00.0000.00	$-17.6 SAVINGS Applied - VINYL BANNERS	($17.60)
NCB	04/10/2026	1241	WALMART	10.0.1100.423.36.0000.03	APPLE SAUCE/HASH	$42.15
NCB	04/10/2026	1241	WALMART	10.0.1100.423.36.0000.03	CHEDDAR BLOCK CHEESE/PASTA	$135.20
NCB	04/10/2026	1241	WALMART	10.0.1100.423.36.0000.03	YELLOW ONIONS/BROWN	$40.73
NCB	04/10/2026	1241	WALMART	10.0.1100.450.65.0000.02	PAINT, POTS AND MARKERS	$114.47
NCB	04/10/2026	1241	WALMART	10.0.2410.400.00.0000.02	FOLDERS	$48.60
NCB	04/10/2026	1241	WALMART	10.0.1100.450.14.0000.02	VINEGAR	$22.92
NCB	04/10/2026	1241	WALMART	10.0.2520.400.00.0000.00	OFFICE SUPPLIES	$30.90
NCB	04/10/2026	1241	WALMART	10.0.1100.450.16.0000.03	CRISPY TREAT/SHAM SNACK	$31.01
					Check Total:	$590.04
7400031550	04/23/2026	1257	WAREHOUSE DIRECT	20.0.2540.416.00.0000.02	Center Pull Paper Towel	$1,050.00
					Check Total:	$1,050.00
NCB	04/10/2026	1241	WASTENOT, INC.	10.0.2560.300.00.0000.00	COMPOSTING SERVICES	$680.00
NCB	04/10/2026	1241	WEBSTAURANTSTORE	10.0.2560.640.00.0000.00	MEMBERSHIP	$99.00
NCB	04/10/2026	1241	WEBSTAURANTSTORE	10.0.2560.400.00.0000.00	STORAGE RACK/CUTTING BOARD	$88.97
NCB	04/10/2026	1241	WEBSTAURANTSTORE	10.0.2560.741.00.0000.00	SQUARE CUT BLADE/COOLING PADDLE	$380.93
NCB	04/10/2026	1241	WEBSTAURANTSTORE	10.0.2560.400.00.0000.00	PLASTIC FORK/PLASTIC KNIFE	$297.38
NCB	04/10/2026	1241	WEBSTAURANTSTORE	10.0.2560.400.00.0000.00	PLASTIC FORK	$119.96
NCB	04/10/2026	1241	WEBSTAURANTSTORE	10.0.2560.400.00.0000.00	FLEX STRAW	$195.98
					Check Total:	$1,862.22
7400031490	04/09/2026	1240	WELLS FARGO VENDOR FINANCIAL SERV.,LLC	10.0.1100.325.00.0000.00	EQUIPTMENT RENTAL	$2,048.72
					Check Total:	$2,048.72

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	Basic Beat Orff Mallet Pack, set of 18	$374.57
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	Bean Bags, set of 12	$62.81
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	Banjo	$370.13
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	Fender Guitar picks	$20.16
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	DEMO Alto Xylophone	$752.90
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	5 Gallon Buckets for drumming	$231.84
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	Dancing the Tinikling Book	$21.31
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	Meinl Cajon – box drum	$169.99
7400031491	04/09/2026	1240	WEST MUSIC COMPANY	10.0.1100.410.25.0000.02	Banjo	$329.99
					Check Total:	$2,333.70
NCB	04/10/2026	1241	WILLS PLACE	10.0.2310.315.00.0000.00	CHOCOLATE CHIP COOKIES	$30.00
					Check Total:	$30.00
7400031551	04/23/2026	1257	WILLS PLACE	10.0.1100.449.00.0000.03	SMALL CHOCOLATE CHIP COOKIE	$80.00
					Check Total:	$80.00
7400031492	04/09/2026	1240	ZABIHA HALAL MEAT PROCESSORS	10.0.2560.410.00.0000.00	GROUND BEEF/CRESCENT BREADED NUGGETS	$4,391.46
					Check Total:	$4,391.46
7400031552	04/23/2026	1257	ZERINA JUSIC	10.0.2130.400.00.0000.01	HEALTH OFFICE SUPPLIES	$72.34
					Check Total:	$72.34
					Bank Total:	$2,796,522.68

Disbursement Detail Listing

Bank Name: COLE TAYLOR BANK - ACCOUNTS PAYABLE
Date Range: 04/01/2026 - 04/30/2026
Sort By: Vendor
Voucher Range: -
Dollar Limit: $0.00
Fiscal Year: 2025-2026

☐ Print Employee Vendor Names ☐ Exclude Voided Checks ☐ Exclude Manual Checks ☑ Include Non Check Batches

Check Number	Date	Voucher	Payee	Account	Description	Amount

Fund	Amount
10	$2,312,081.77
20	$169,894.47
30	$2,250.00
40	$229,567.41
60	$82,729.03
Fund Totals:	$2,796,522.68

End of Report

Disbursements Grand Total: $2,796,522.68

DATE: May 7, 2026
TOPIC: Updated Working Cash Bonds Structure, Reimbursement Resolution & Financing Timeline
PREPARED BY: Tammie Beckwith Schallmo
Senior Vice President, Managing Director / Public Finance Team of PMA Securities, LLC
as requested by Courtney Whited

Recommended for:

☒ Action

☒ Discussion

☒ Information

Purpose/Background:

Administration requested information relative to seeking a $6.0 Million general obligation working cash bond for the purpose of Todd Hall school renovations to commence Summer 2027.

Fiscal Impact:

$7.0 Million estimated School Building renovation project including the technology low voltage work

-$400,000 / Fund 60 Capital Projects

-$100,000 / Fund 90 Health Life Safety

-$500,000 / Funds 10 Educational and 20 Operations & Maintenance Transfers

==========

$6.0 Million General Obligation Working Cash Bond

The bond details are outlined in the attached presentation.

Recommendation:

The Finance Committee concurs with the Administration's recommendation to the Board of Education to authorize the Administration to begin the process necessary to sell a General Obligation Working Cash Bond in the amount of $6,000,000 using an 11-year payback scenario, as presented.

PMA Securities part of:

PTMA FINANCIAL SOLUTIONS

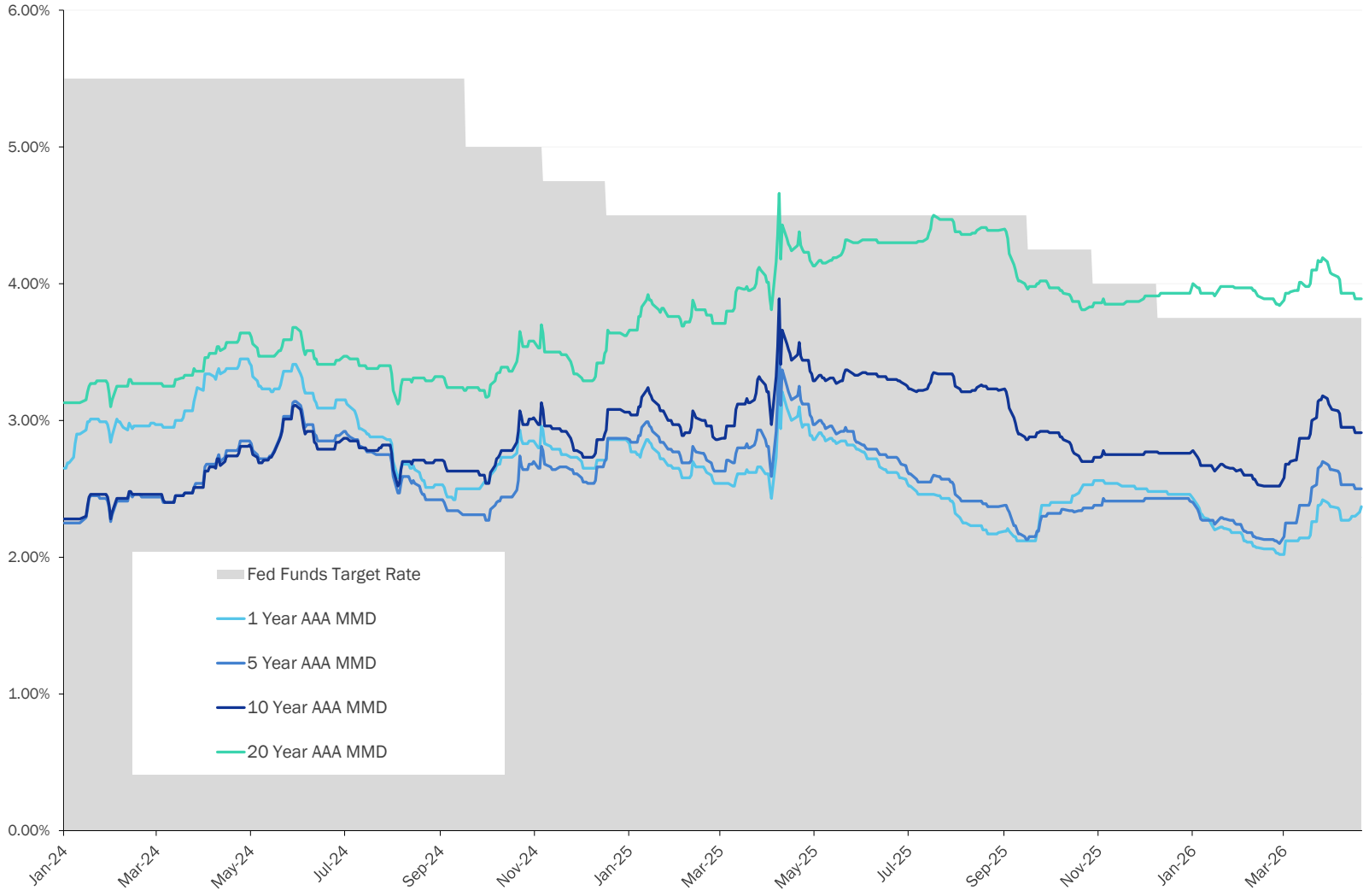
LINCOLNWOOD SCHOOL DISTRICT 74

Updated Working Cash Bonds Structure, Reimbursement Resolution & Financing Timeline

Tammie Beckwith Schallmo
Senior Vice President, Managing Director
Public Finance Team | PMA Securities, LLC

April 23, 2026

TAX-EXEMPT INTEREST RATES SINCE JANUARY 1, 2024



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*The Municipal Market Data "MMD" is a AAA municipal bond market index produced by TM3. As of April 21, 2026

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SCENARIO 1: SERIES 2026 WORKING CASH BONDS
15-YEAR PAYBACK; LEAVES ROOM FOR DSEB ISSUE IN 2030

		Limited Tax Debt Service												
Levy Year	Fiscal Year	$8,505,000 GO Limited School Bonds, Series 2015	$4,235,000 GO Limited School Bonds, Series 2016	$5,910,000 GO Limited Tax School Bonds, Series 2018	$6,365,000 GO Limited Tax School Bonds, Series 2021	PROPOSED: Limited GO WC Bonds, Series 2027 (1) (2)	District Contribution of Funds on Hand	Total	Non Referendum Debt Service Extension Base Created W/1994 Levy (1)	Remaining Margin	Total General Obligation Bonds Debt Service	5.0% County Loss/Cost Debt Service	Rate Setting EAV	Growth Rate	B&I Tax Rate
~~2022~~	~~2024~~	~~$ 890,600~~	~~$ 164,100~~	~~$ 583,200~~	~~$ 187,850~~	~~$ -~~	~~$ (94,060)~~	~~$ 1,731,690~~	~~$ 1,818,274~~	~~$ 86,584~~	~~$ 1,731,690~~	~~$ 1,818,274~~	~~$ 804,228,126~~	~~16.62%~~	~~0.2261~~
~~2023~~	~~2025~~	~~891,150~~	~~164,100~~	~~177,600~~	~~497,850~~	~~-~~	~~-~~	~~1,730,700~~	~~1,909,188~~	~~178,488~~	~~1,730,700~~	~~1,817,235~~	~~826,091,837~~	~~2.72%~~	~~0.2200~~
2024	2026	890,950	164,100	177,600	181,650	-	-	1,414,300	1,974,100	559,800	1,414,300	1,485,015	823,423,941	-0.32%	0.1803
2025	2027	-	1,059,100	177,600	181,650	-	-	1,418,350	2,031,349	612,999	1,418,350	1,489,268	905,766,335	10.00%	0.1644
2026	2028	-	1,058,300	177,600	181,650	666,218	-	2,083,768	2,086,196	2,428	2,083,768	2,187,956	905,766,335	0.00%	0.2416
2027	2029	-	1,056,100	177,600	181,650	667,750	-	2,083,100	2,086,196	3,096	2,083,100	2,187,255	905,766,335	0.00%	0.2415
2028	2030	-	1,057,500	177,600	181,650	667,500	-	2,084,250	2,086,196	1,946	2,084,250	2,188,463	996,342,969	10.00%	0.2196
2029	2031	-	422,300	847,600	181,650	631,250	-	2,082,800	2,086,196	3,396	2,082,800	2,186,940	996,342,969	0.00%	0.2195
2030	2032	-	-	845,800	476,650	360,750	-	1,683,200	2,086,196	402,996	1,683,200	1,767,360	996,342,969	0.00%	0.1774
2031	2033	-	-	848,000	532,800	302,750	-	1,683,550	2,086,196	402,646	1,683,550	1,767,728	1,095,977,265	10.00%	0.1613
2032	2034	-	-	844,000	532,000	307,250	-	1,683,250	2,086,196	402,946	1,683,250	1,767,413	1,095,977,265	0.00%	0.1613
2033	2035	-	-	849,000	530,900	301,250	-	1,681,150	2,086,196	405,046	1,681,150	1,765,208	1,095,977,265	0.00%	0.1611
2034	2036	-	-	847,600	534,500	300,250	-	1,682,350	2,086,196	403,846	1,682,350	1,766,468	1,205,574,992	10.00%	0.1465
2035	2037	-	-	-	1,372,650	309,000	-	1,681,650	2,086,196	404,546	1,681,650	1,765,733	1,205,574,992	0.00%	0.1465
2036	2038	-	-	-	1,370,300	312,000	-	1,682,300	2,086,196	403,896	1,682,300	1,766,415	1,205,574,992	0.00%	0.1465
2037	2039	-	-	-	1,371,900	309,500	-	1,681,400	2,086,196	404,796	1,681,400	1,765,470	1,326,132,491	10.00%	0.1331
2038	2040	-	-	-	422,300	1,261,750	-	1,684,050	2,086,196	402,146	1,684,050	1,768,253	1,326,132,491	0.00%	0.1333
2039	2041	-	-	-	-	1,681,000	-	1,681,000	2,086,196	405,196	1,681,000	1,765,050	1,326,132,491	0.00%	0.1331
2040	2042	-	-	-	-	241,500	-	241,500	2,086,196	1,844,696	241,500	253,575	1,458,745,740	10.00%	0.0174
2041	2043	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,458,745,740	0.00%	0.0000
2042	2044	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,458,745,740	0.00%	0.0000
2043	2045	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,604,620,314	10.00%	0.0000
2044	2046	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,604,620,314	0.00%	0.0000
Total DS From Current FY:		$ 890,950	$ 4,817,400	$ 5,970,000	$ 8,233,900	$ 8,319,718	$ -	$ 28,231,968			$ 28,231,968	$ 29,643,566			

Net Proceeds: $ 6,000,000

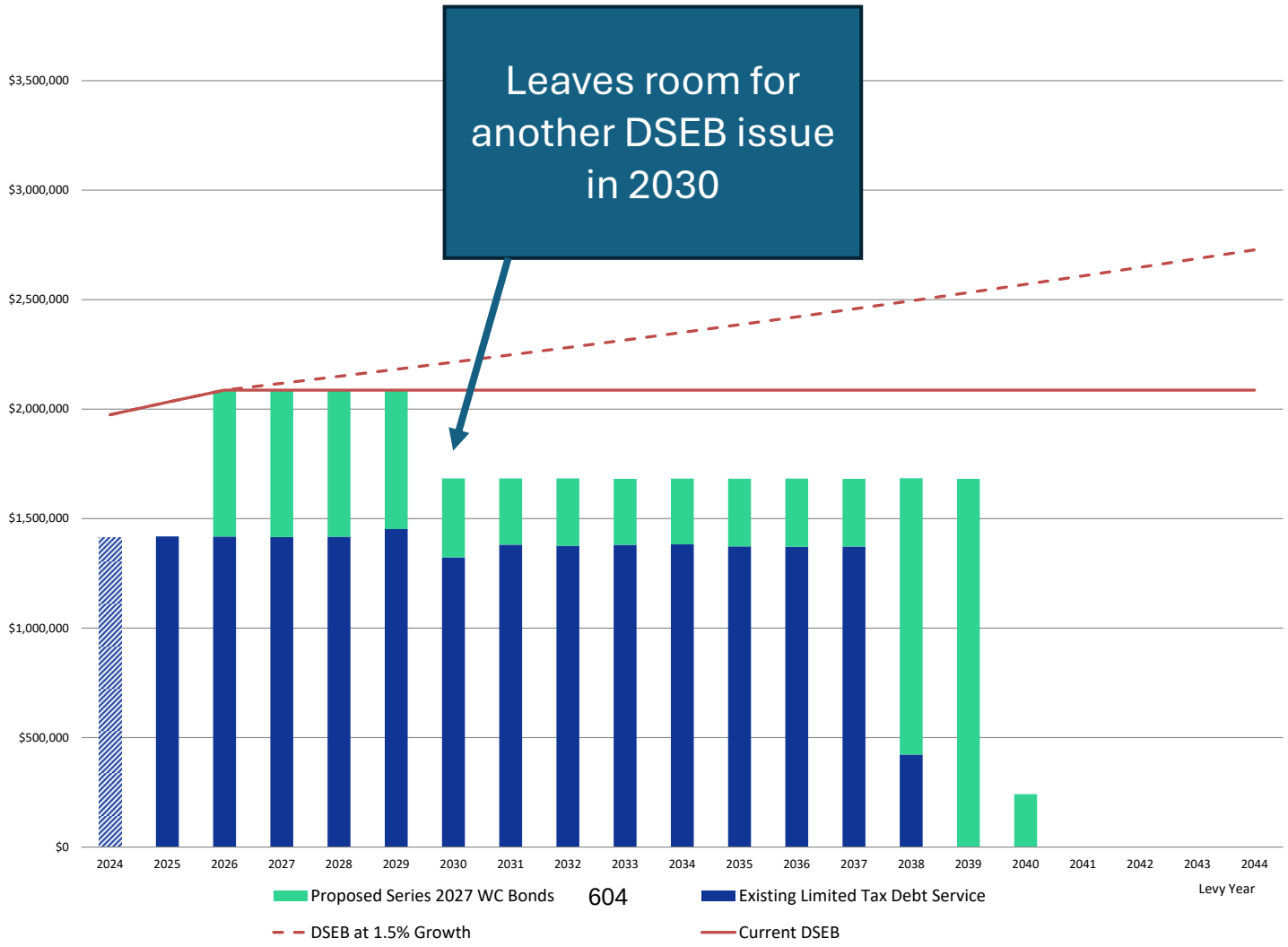
(1) Pursuant to Public Act 96-0501, the District's DSEB will increase by the lesser of CPI or 5% each year starting with levy year 2009.
The applicable CPI increase has been applied to levy years 2009-2026 and assumed to be 0% per year thereafter.
If the District issues limited tax bonds with debt service structured assuming a growing DSEB, it will need to pass resolutions, perhaps annually, to capture the additional DSEB levy available from CPI growth.
If the CPI growth is less than estimated on average, the District will have to pay debt service in excess of the DSEB from funds on hand.

(2) Rates based upon market conditions as of March 30, 2026 and recent bond sales which PMA believes to be accurate and reliable. Estimated TIC = 4.03%.

NOTE: Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.

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SCENARIO 1: SERIES 2026 WORKING CASH BONDS 15-YEAR PAYBACK; LEAVES ROOM FOR DSEB ISSUE IN 2030



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SCENARIO 2: SERIES 2026 WORKING CASH BONDS
11-YEAR PAYBACK; NO ROOM IN DSEB UNTIL LEVY YEAR 2036

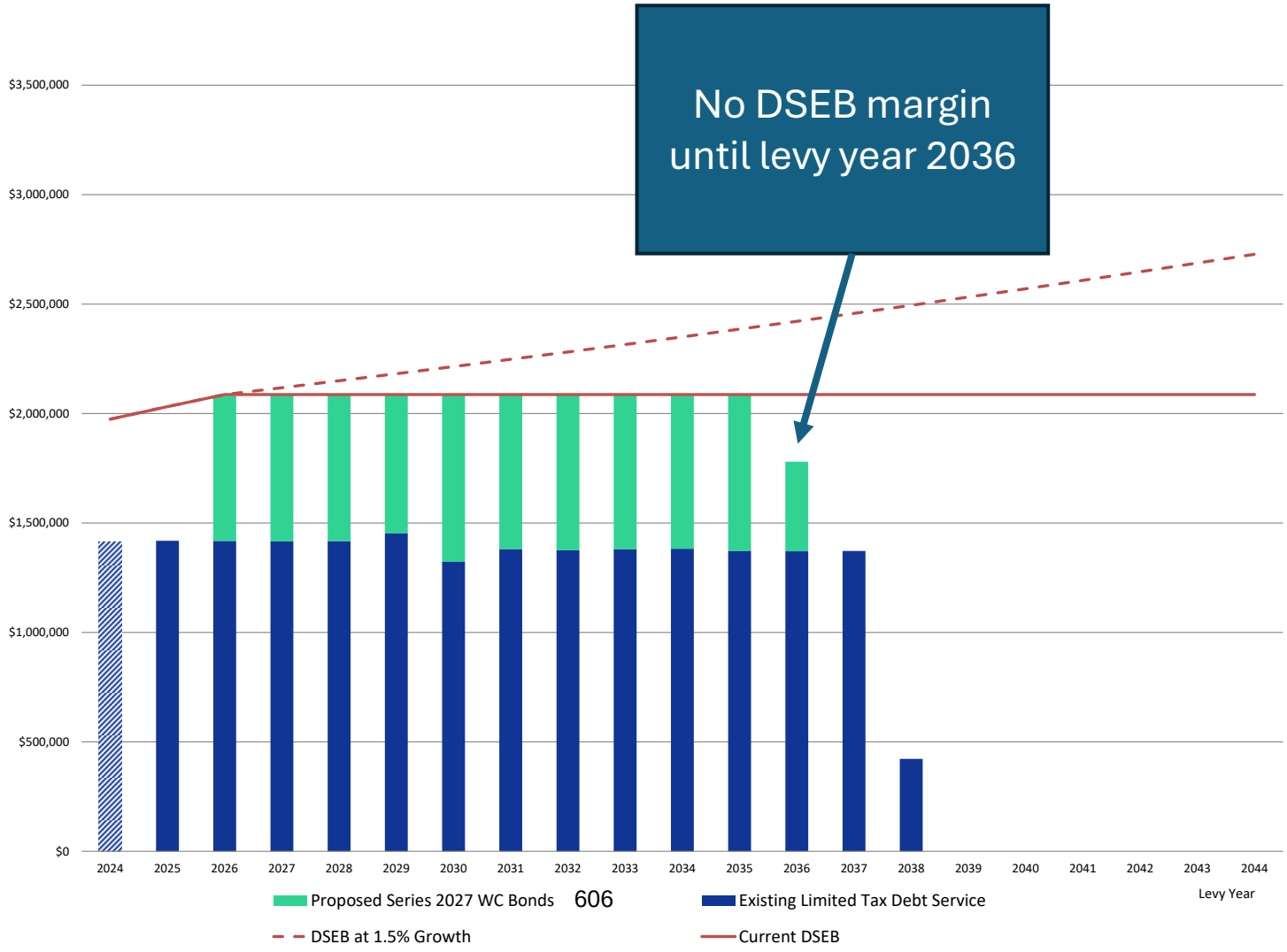
		Limited Tax Debt Service													
Levy Year	Fiscal Year	$8,505,000 GO Limited School Bonds, Series 2015	$4,235,000 GO Limited School Bonds, Series 2016	$5,910,000 GO Limited Tax School Bonds, Series 2018	$6,365,000 GO Limited Tax School Bonds, Series 2021	PROPOSED: Limited GO WC Bonds, Series 2027 (1) (2)	District Contribution of Funds on Hand	Total	Non Referendum Debt Service Extension Base Created W/1994 Levy (1)	Remaining Margin	Total General Obligation Bonds Debt Service	5.0% County Loss/Cost Debt Service	Rate Setting EAV	Growth Rate	B&I Tax Rate
2022	2024	~~$ 890,600~~	~~$ 164,100~~	~~$ 583,200~~	~~$ 187,850~~	~~$ -~~	~~$ (94,060)~~	~~$ 1,731,690~~	~~$ 1,818,274~~	~~$ 86,584~~	~~$ 1,731,690~~	~~$ 1,818,274~~	~~$ 804,228,126~~	~~16.62%~~	~~0.2261~~
2023	2025	~~891,150~~	~~164,100~~	~~177,600~~	~~497,850~~	~~-~~	~~-~~	~~1,730,700~~	~~1,909,188~~	~~178,488~~	~~1,730,700~~	~~1,817,235~~	~~826,091,837~~	~~2.72%~~	~~0.2200~~
2024	2026	890,950	164,100	177,600	181,650	-	-	1,414,300	1,974,100	559,800	1,414,300	1,485,015	823,423,941	-0.32%	0.1803
2025	2027	-	1,059,100	177,600	181,650	-	-	1,418,350	2,031,349	612,999	1,418,350	1,489,268	905,766,335	10.00%	0.1644
2026	2028	-	1,058,300	177,600	181,650	663,239	-	2,080,789	2,086,196	5,407	2,080,789	2,184,828	905,766,335	0.00%	0.2412
2027	2029	-	1,056,100	177,600	181,650	669,000	-	2,084,350	2,086,196	1,846	2,084,350	2,188,568	905,766,335	0.00%	0.2416
2028	2030	-	1,057,500	177,600	181,650	668,500	-	2,085,250	2,086,196	946	2,085,250	2,189,513	996,342,969	10.00%	0.2198
2029	2031	-	422,300	847,600	181,650	632,000	-	2,083,550	2,086,196	2,646	2,083,550	2,187,728	996,342,969	0.00%	0.2196
2030	2032	-	-	845,800	476,650	761,250	-	2,083,700	2,086,196	2,496	2,083,700	2,187,885	996,342,969	0.00%	0.2196
2031	2033	-	-	848,000	532,800	703,000	-	2,083,800	2,086,196	2,396	2,083,800	2,187,990	1,095,977,265	10.00%	0.1996
2032	2034	-	-	844,000	532,000	706,250	-	2,082,250	2,086,196	3,946	2,082,250	2,186,363	1,095,977,265	0.00%	0.1995
2033	2035	-	-	849,000	530,900	703,000	-	2,082,900	2,086,196	3,296	2,082,900	2,187,045	1,095,977,265	0.00%	0.1996
2034	2036	-	-	847,600	534,500	703,500	-	2,085,600	2,086,196	596	2,085,600	2,189,880	1,205,574,992	10.00%	0.1816
2035	2037	-	-	-	1,372,650	712,500	-	2,085,150	2,086,196	1,046	2,085,150	2,189,408	1,205,574,992	0.00%	0.1816
2036	2038	-	-	-	1,370,300	409,500	-	1,779,800	2,086,196	306,396	1,779,800	1,868,790	1,205,574,992	0.00%	0.1550
2037	2039	-	-	-	1,371,900	-	-	1,371,900	2,086,196	714,296	1,371,900	1,440,495	1,326,132,491	10.00%	0.1086
2038	2040	-	-	-	422,300	-	-	422,300	2,086,196	1,663,896	422,300	443,415	1,326,132,491	0.00%	0.0334
2039	2041	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,326,132,491	0.00%	0.0000
2040	2042	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,458,745,740	10.00%	0.0000
2041	2043	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,458,745,740	0.00%	0.0000
2042	2044	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,458,745,740	0.00%	0.0000
2043	2045	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,604,620,314	10.00%	0.0000
2044	2046	-	-	-	-	-	-	-	2,086,196	2,086,196	-	-	1,604,620,314	0.00%	0.0000
Total DS From Current FY:		$ 890,950	$ 4,817,400	$ 5,970,000	$ 8,233,900	$ 7,331,739	$ -	$ 27,243,989			$ 27,243,989	$ 28,606,188			

Net Proceeds: $ 6,000,000

(1) Pursuant to Public Act 96-0501, the District's DSEB will increase by the lesser of CPI or 5% each year starting with levy year 2009.
The applicable CPI increase has been applied to levy years 2009-2026 and assumed to be 0% per year thereafter.
If the District issues limited tax bonds with debt service structured assuming a growing DSEB, it will need to pass resolutions, perhaps annually, to capture the additional DSEB levy available from CPI growth.
If the CPI growth is less than estimated on average, the District will have to pay debt service in excess of the DSEB from funds on hand.
(2) Rates based upon market conditions as of March 30, 2026 and recent bond sales which PMA believes to be accurate and reliable. Estimated TIC = 3.43%.
NOTE: Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.

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SCENARIO 2: SERIES 2026 WORKING CASH BONDS
11-YEAR PAYBACK; NO ROOM IN DSEB UNTIL LEVY YEAR 2036



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WORKING CASH BOND SCENARIO SUMMARY
$6 MILLION IN PROCEEDS

	Scenario 1 Margin LY30 $6,000,000	Scenario 2 No Margin $6,000,000
Estimated True Interest Cost (TIC) (1)(2).....	4.03%	3.43%
Estimated Net Debt Service (2).....	$8,319,718	$7,331,739
Average Annual Payment.....	$554,648	$666,522
Levy Year of Final Payment.....	2040	2036

(1) True Interest Cost (TIC) is the semiannual discount rate which equates the principal and interest payments to the purchase price paid by the purchaser.

(2) Rates based upon market conditions as of March 30, 2026 and recent bond sales which PMA believes to be accurate and reliable.

NOTE: Scenarios where a greater portion of the overall debt is issued in advance of the expenditures of the proceeds will likely result in higher fees earned by the investment manager of the debt proceeds.

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REIMBURSEMENT GUIDELINES

- The IRS allows issuers to reimburse itself with tax-exempt municipal bond proceeds for previously paid expenditures
- Only capital expenditures can be reimbursed

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“LOOK BACK” PERIOD

- There is a 60 day “look back” period
  - The Board must adopt a reimbursement resolution not later than 60 days after the expenditure is paid
    - Such resolution must include the maximum principal amount of bonds expected to be issued and a description of the project
    - Preliminary expenditures, including architect’s fees may be reimbursed, regardless of when it was incurred

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REIMBURSEMENT PERIOD

- The issuer must issue bonds within the later of 18 months after the date the expenditure was paid or 18 months after the property financed by the expenditure was placed in service
  - No later than three years from the date of the expenditure

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SUGGESTED TIMELINE FOR SERIES 2027 WORKING CASH BONDS

June 2, 2026	**Board adopts Reimbursement Resolution**
December 3, 2026	**Board adopts Resolution of Intent and Resolution calling a Bond Issue Notification Act (BINA) hearing at regular meeting**
~December 9, 2026	Notice of intent published in local newspaper
~December 9, 2026	Notice of BINA hearing published in local newspaper
January 7, 2027	**Board holds BINA hearing at regular meeting**
~January 8, 2027	30-day petition period expires
February 4, 2027	**Board approves parameters resolution authorizing the sale of Bonds at regular meeting**
February 8, 2027	Bonds sold via a competitive sale; delegates(s) approves final results
February 25, 2027	Bonds close; District receives proceeds

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Approved

DEBT CAPACITY

Levy Year	2024	2025	2026
Collection Year	2025	2026	2027
Fiscal Year Ending 6/30	2026	2027	2028
Direct Debt, Beginning of Period (1)	$ 15,565,000	$ 14,700,000	$ 13,805,000
Principal Paydown, Series 2015 (2)	(865,000)	-	-
Principal Paydown, Series 2016 (2)	-	(895,000)	(930,000)
Principal Paydown, Series 2018 (2)	-	-	-
Principal Paydown, Series 2021 (2)	-	-	-
Direct Debt, End of Period (1)	$ 14,700,000	$ 13,805,000	$ 12,875,000
Equalized Assessed Valuation	$ 823,423,941	$ 823,423,941	$ 823,423,941
Assumed EAV Increase		0.00%	0.00%
Statutory Debt Limit @ 6.90%	$ 56,816,252	$ 56,816,252	$ 56,816,252
Direct Debt, End of Period as % of EAV	1.79%	1.68%	1.56%
Statutory Debt Margin at End of Period (1)	**$ 42,116,252**	$ 43,011,252	$ 43,941,252

- The District's current debt capacity is $42.1 million
  - Voter-approved bonds do not count against it as long as the Board holds a public hearing

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NON-REFERENDUM GENERAL OBLIGATION BONDS

- Since the District is subject to the tax cap, the annual debt service (principal and interest) payments on certain non-referendum GO bonds are limited by its Debt Service Extension Base (DSEB)
- Original DSEB was determined in the levy year in which tax caps became law and was equal to the amount of non-referendum debt service levied for that year
  - The types of non-referendum bonds are described on the next slide
  - Maximum length of maturity is 30 years
- Public Act 96-0501, enacted in 2009, increases a district's DSEB annually by the Consumer Price Index (CPI)
    - Original DSEB: $1,395,552
    - **DSEB for levy year 2026: $2,086,196**

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NON-REFERENDUM GO BONDS

- The following types of non-referendum GO bonds are subject to the District's DSEB:
  - Working Cash (for capital projects or operating capital)
    - If for capital, funds are abated (permanent transfer) to the O&M fund and then transferred to the capital projects fund
    - **The District's statutory working cash bond limit is $8.1 million**
  - Funding (pays off a claim or liability like a land contract)
  - Tort
- All of these require a Bond Issue Notification Act (BINA) hearing
- Working Cash Bonds and Funding Bonds also require a back door referendum which is a 30-day petition process (10% of registered voters)

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