

1. Opening Items

1.A. Call to Order and Roll Call

2. Pledge of Allegiance and School Report

2.A. Lester School

3. Non-Action Reports

3.A. Communications

1. Emails from Laura Curry regarding El Sierra instructional space considerations ~ *response from Superintendent Dr. Kevin Russell.*
2. Email from Jamie Sparger regarding survey of 6th graders on activities ~ *response from Board President Darren Hughes.*
3. Email from Katie Burnley regarding 6th grade sports ~ *response from Board President Darren Hughes.*
4. Email from Jada Tesch regarding student issue ~ *response from Superintendent Dr. Kevin Russell.*
5. Email from Maria Pena regarding student issue ~ *response from Superintendent Dr. Kevin Russell.*
6. Email from Joe Poquette regarding Chemring Energetic Devices: TV donation ~ *responses from Asst Superintendent for Technology & Learning Dr. James Eichmiller and Superintendent Dr. Kevin Russell.*

3.B. Freedom of Information Act Requests

1. Freedom of Information Act request from Justin Wenig regarding professional learning contracts ~ *response from Board Secretary Melissa Jerves.*
2. Freedom of Information Act request from CT Mills, Public Access Info, regarding District leadership contacts ~ *response from Board Secretary Melissa Jerves.*
3. Freedom of Information Act request from Justin Wenig regarding purchasing records from January 1, 2025 to present.
4. Freedom of Information Act request from Oshea Smith regarding purchase orders from December 2025 through February 2026.
5. Freedom of Information Act request from Jules Goonewardena, DuPage Policy Journal, regarding emails referencing Steve Lefko from 1/1/2023 to present.

3.C. Spotlight on our Schools

3.C.1. Connecting with the Community: Education Foundation

4. Reports to the Board

4.A. Superintendent Report

4.B. Monthly Business

4.C. Treasurer's Report

5. Policy Committee

6. Legislative Committee


7. **Financial Advisory Committee**
8. **District Leadership Team**
9. **Health & Wellness Committee**
10. **SASED Report**
11. **Discussion**
 - 11.A. Grove Children's Preschool Potential Name Change to Grove Preschool
 - 11.B. Middle School Sports and Activities
12. **Public Comment**
 - 12.A. Public Comment Guidelines
13. **Recess**
 - 13.A. Recess will be taken at Chair's discretion
14. **Approval of Minutes**
 - 14.A. Regular Meeting - March 9, 2026
15. **Consent Agenda**
 - 15.A. Financial Reports ~ List of Bills & Summary
 - 15.B. Personnel Report: 1) Assignments; 2) Resignations; 3) Retirements; 4) Family Medical Leaves of Absence; 5) Extended Unpaid Leave of Absence; 6) Stipends
16. **Recommendations for Action**
 - 16.A. Intergovernmental Agreement: Woodridge Tax 75th Street Corridor TIF District
 - 16.B. 2027-2028 School Calendar
 - 16.C. Lease for Grade 2 iPads for 2026-27 School Year
 - 16.D. Lease for Grade 6 Chromebooks for 2026-27 School Year
 - 16.E. Proven Copier Lease
 - 16.F. Middle School Math Resource Adoption: Amplify Desmos
 - 16.G. Policies 4:20 Fund Balances and 4:152 Capital Facilities
 - 16.H. Property Tax Abatement: Rexnord
 - 16.I. SASED Classroom Lease Agreement 2026-2027
17. **Construction Consent Agenda**
 - 17.A. El Sierra Construction
 - 17.B. Phase III Moving Services
18. **Announcements**
 - 18.A. Upcoming Meetings & Events
19. **Closed Session**
 - 19.A. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District. 5 ILCS 102/2(c)(1)
 - 19.B. 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)
 - 19.C. Consideration of student disciplinary matters. 5 ILCS 120/2(c)(9)
 - 19.D. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10)
 - 19.E. Litigation...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)

19.F. Discussion of minutes of meetings lawfully closed under the Open Meetings 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)

20. Action as a Result of Closed Session

20.A. Closed Session Minutes - March 9, 2026

21. Adjournment



LESTER SCHOOL BOARD SPOTLIGHT

April 13, 2026



Lester Student Council

Facilitators: Marina Kasicki & John Smoke



6th Grade Officers

6th Grade

Lester Student Council

President: Gracie Goodwin

Vice President: Grace Meany

Secretary: Michelle Freyer

Treasurer: Louie Montana

5th Grade

Lester Student Council

President: Niko Murdakes

Vice President: Liv Tarr

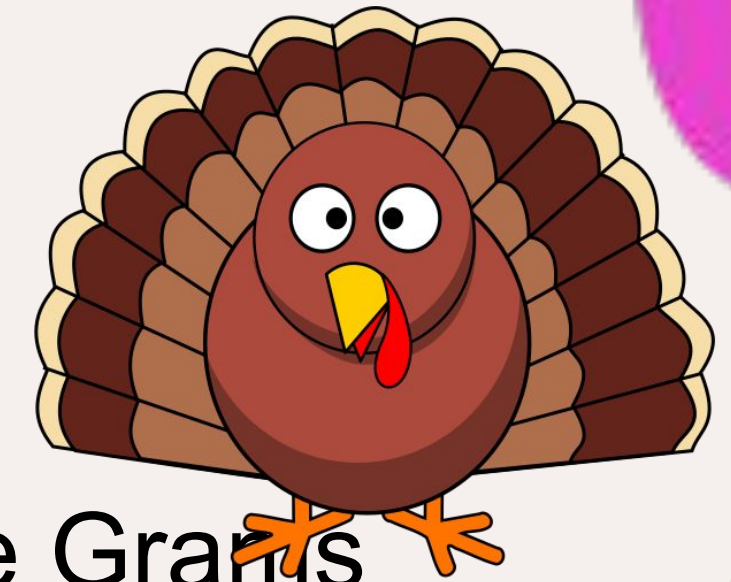
Secretary: Sadie Cantu

Treasurer: Genevieve Marinier



5th Grade Officers

Gratitude Grams



- In November, Student Council hosted a Gratitude Grams fundraiser.
- Students sent messages of gratitude, friendship, and fun to one another.
- Each gram was delivered with a special vinyl sticker.
- We raised over \$1,500, which funded Thanksgiving and holiday gift cards for local families in need.

THANKFUL

Food Drives

- In October, Student Council hosted a World Series can collection.
- In February, we hosted a “Souperbowl” food drive.
- In total, we collected over 24 boxes of non-perishable food.
- All food was donated to People’s Resource Center of DuPage County.



The Giving Tree

- In December, Student Council sponsored The Giving Tree to bring warmth and cheer to local families.
- We collected new toys, hats, scarves, and mittens that decorated the tree in our front hallway.
- All items were donated to Downers Grove Sharing Connections and People's Resource Center of DuPage.



IHC Collection

- In March, sixth grade students and Student Council organized a donation drive for DuPage PADS' Interim Housing Center (IHC).
- The IHC, a repurposed hotel operating since 2022, provides emergency housing and support for individuals and families.
- We collected new games, toys, art supplies, and funds for children living at the IHC.
- Students assembled welcome bags with activities and handwritten notes to brighten residents' stays.



Pop Tab Collection

- In May, Student Council will be collecting pop tabs for the Ronald McDonald House Charities
- The mission of RMHC is to care for families of children with complex medical needs by providing comfort, compassion and a sense of community.
- Ronald McDonald House Charities keeps families of hospitalized children together in a 'home away from home'.
- Every pop tab counts!!





Lester PTA

Lester Elementary School

Lester PTA's Mission:

**To Make Every Child's Potential
a Reality**

We support

488 Lester students from **324 families**
with enrichment via **35 programs:**

- Fun Lunch
- Field Trips
- After School Clubs
- STEM Night
- Yearbooks
- Fun Run
- Cultural Night
- Variety Show
- Book Fair
- Field Day
- Sweetheart Dance
- VIP Event
- In-School Assemblies
- 5th & 6th Grade Parties
- Ice Cream Social

Over 70% of Lester families are PTA members



www.lesterpta.org

Lester Elementary School

FUNding the FUN



\$24K SPONSORSHIP

- 4 sponsor packages offered with varying yearlong benefits
- 34 sponsors!
 - 27 multi-year sponsors
 - 17 Lester-family owned businesses
 - 17 community businesses

\$45K - 2 FLAGSHIP FUNDRAISERS

- Fun Run - Family 1 mile / 5k Event
- Winter Fundraiser - Adult Social
- Experiences, Auctions, Raffles offered around both events

\$8K - OTHER FUNDRAISERS

- Dine Outs
- PTA Perks & Give Backs (car wash, holiday cards, etc)
- Membership Dues

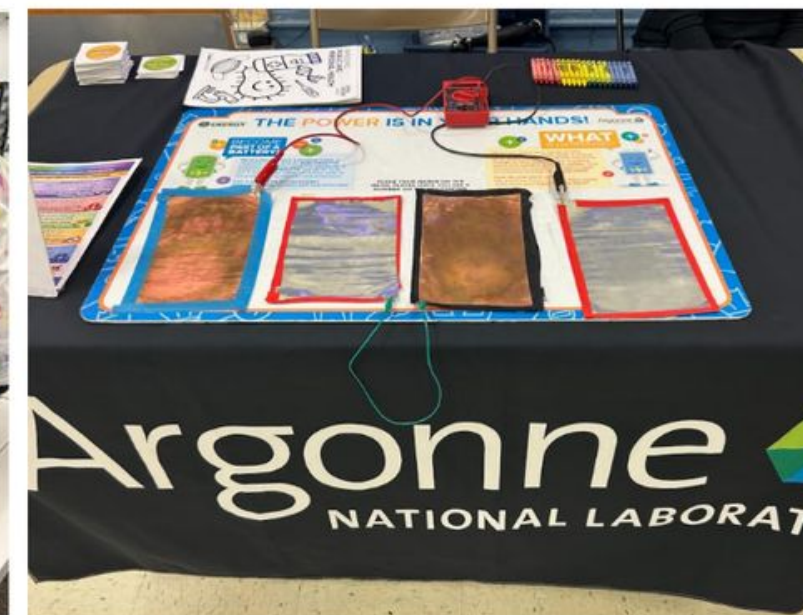
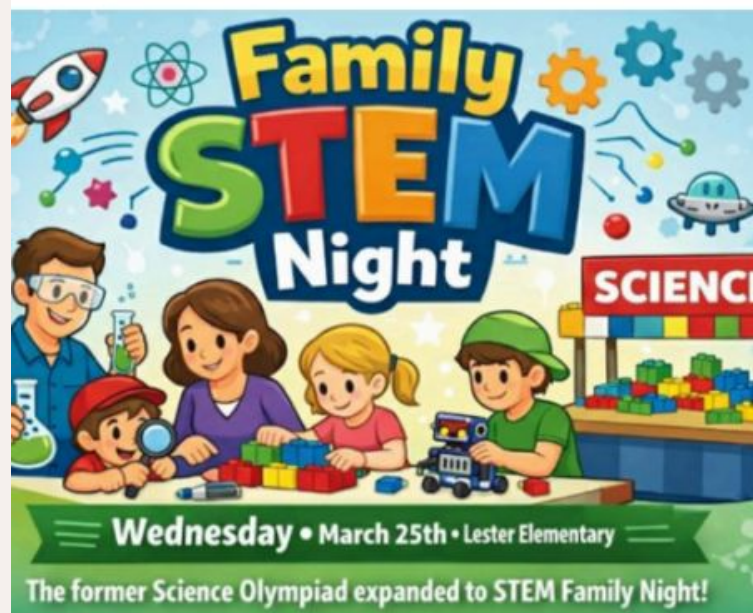


Lester Elementary School

What's New This Year?



- **Farewell Celebrations for 5th and 6th Graders!**
 - Custom Yearbooks & Year-End Parties
- **NEW STEM Night!** (Reimagined Science Olympiad event)
 - Leveraged national PTA resources for framework
 - Engaged with parents in STEM careers + outside vendors



- **Behind-the-Scenes Efforts**
 - Seek out savings to stretch budgets! New processes to sustain volunteer organization!






www.lesterpta.org



Lester Data

Winter 2026

Student Growth by Subject

Subject	Student Count [^]	% Met Benchmark	% High Growth	% Expected Growth	% Low Growth	Growth Effect Size
Mathematics	472	76%	17%	64%	19%	- 0.07 
Reading	472	79%	14%	69%	17%	- 0.07 
ALL	472	77%	16%	66%	18%	- 0.07 
EXPECTED			16%	68%	16%	0.00

* Dot color is green for all growth scores that are not statistically significant

[^] Student count only includes students with at least 1 predictor

***Percentages may not add to 100 due to rounding*

****Results not reported for groups with fewer than 5 students*

Winter 2026 MAP MATH Achievement & Growth

- All grade levels above average growth
- All grade levels above average achievement
- Fall Median percentile went from 75th in fall to 85th in winter

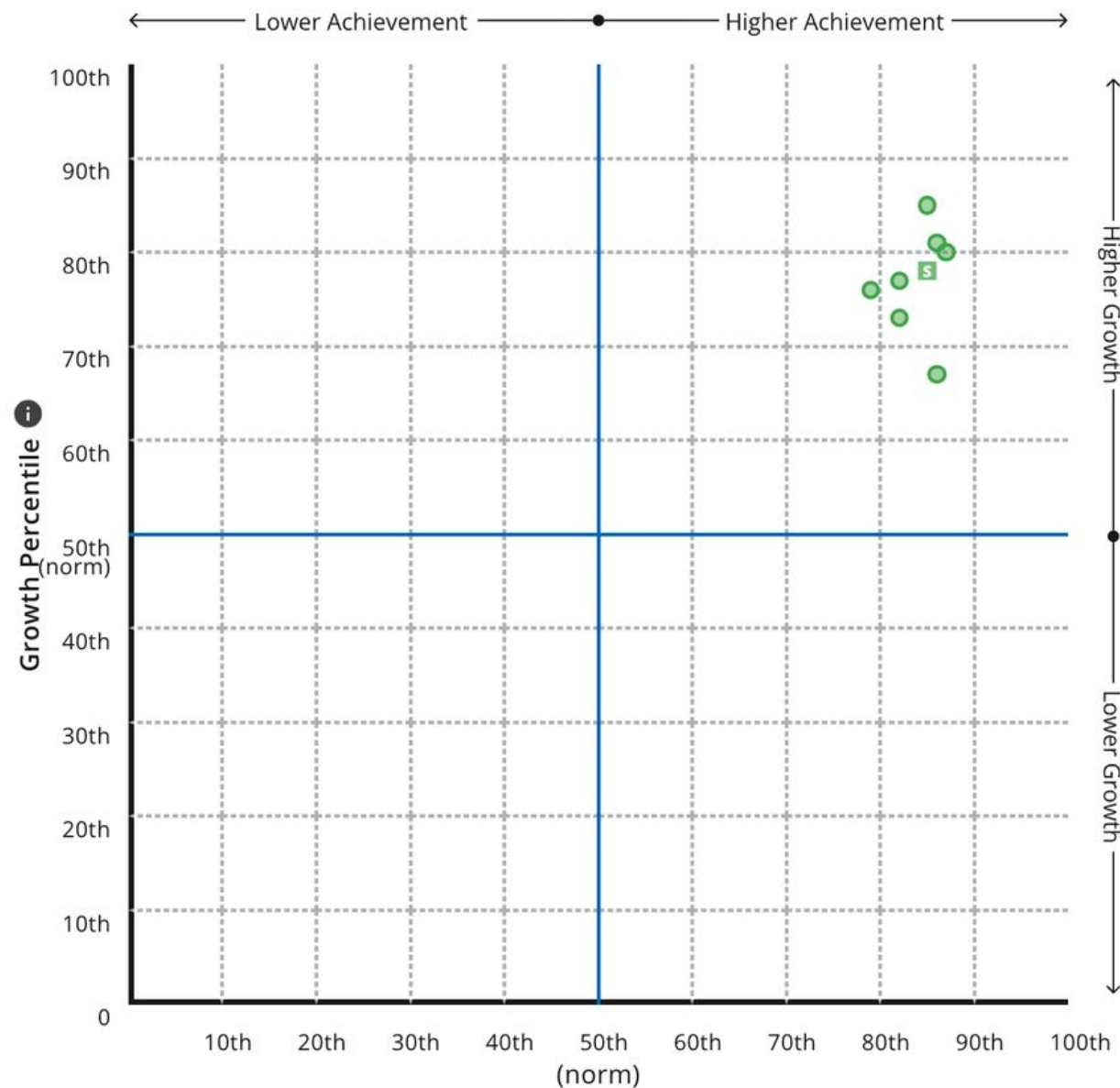
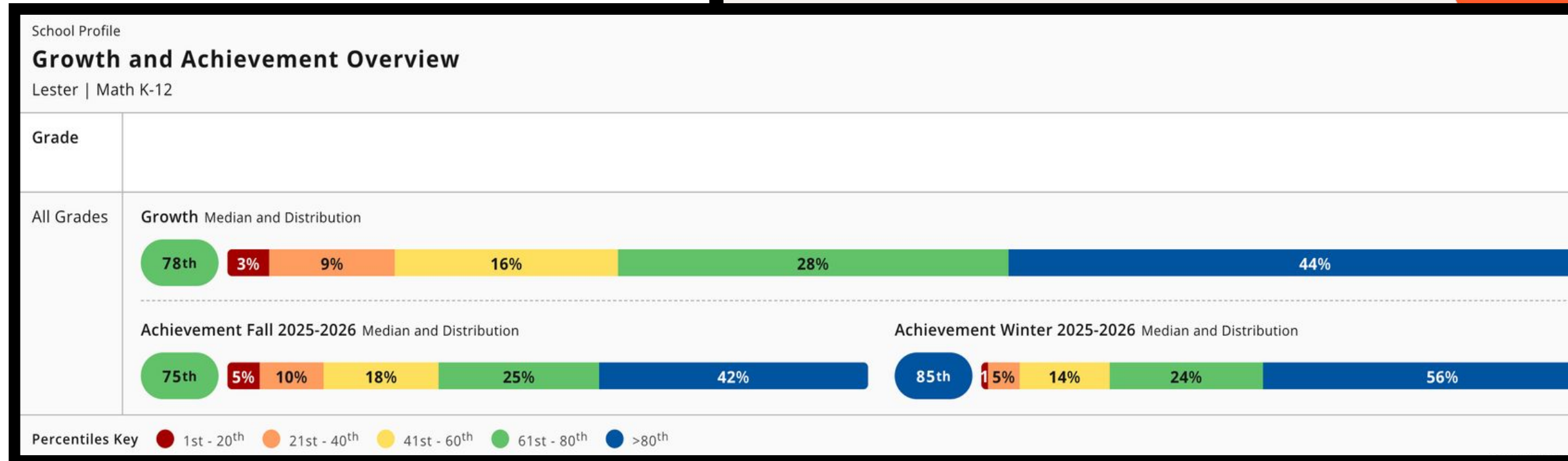


Chart achievement based on the following term

- Fall 2025-2026
- Winter 2025-2026



Quadrant Key

- Low Achievement/High Growth
- Low Achievement/Low Growth
- High Achievement/High Growth
- High Achievement/Low Growth

Icon Key

- S School Median

Rostered Winter 2025-2026
Tested Fall 2025-2026 - Winter 2025-2026

Winter 2026 MAP READING Achievement & Growth

- All grade levels above average growth
- All grade levels above average achievement
- Fall Median percentile went from 72nd in fall to 80th in winter

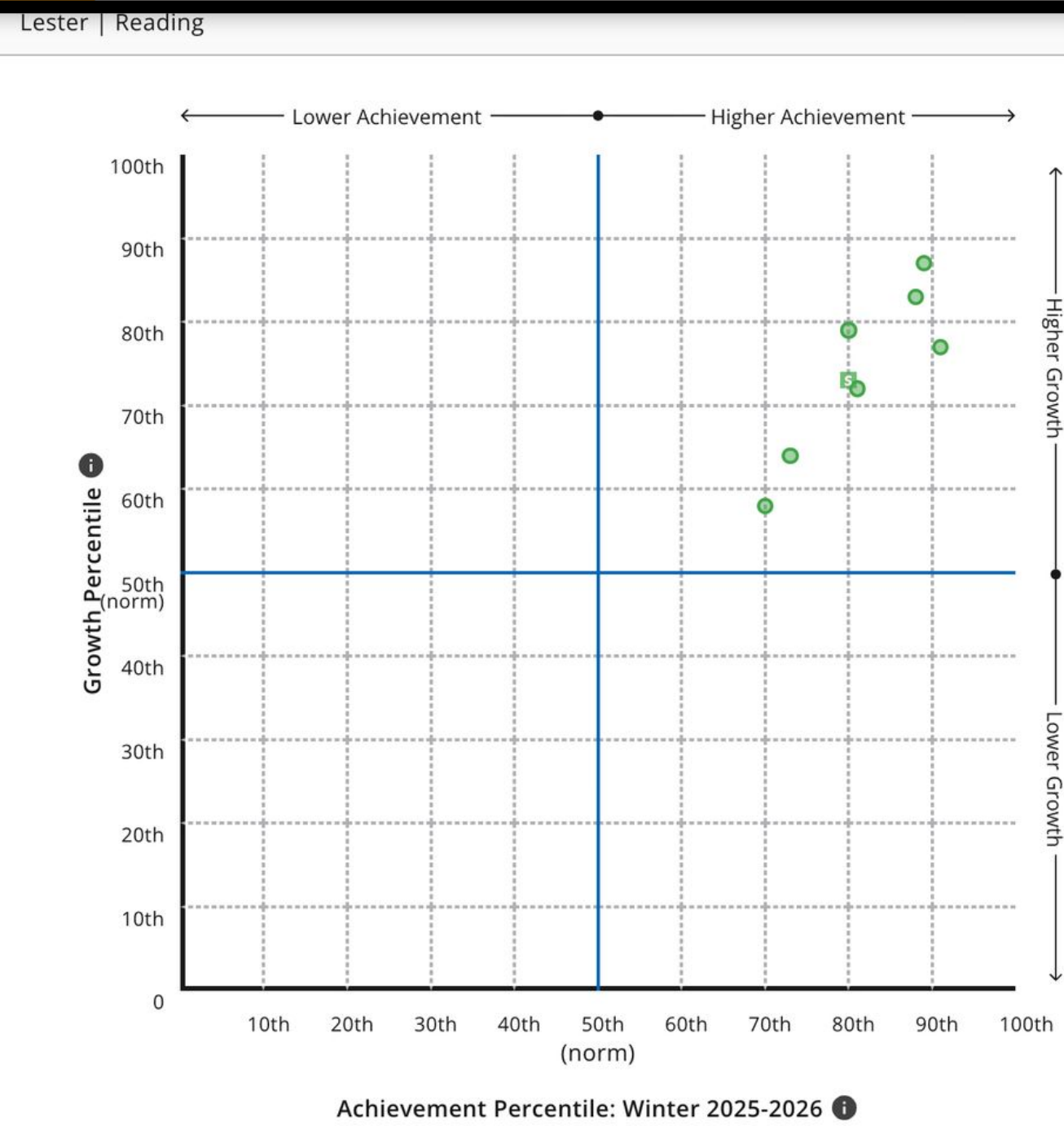


Chart achievement based on the following term

- Fall 2025-2026
- Winter 2025-2026

School Profile	
Growth and Achievement Overview	
Lester Reading	
Grade	
All Grades	<p>Growth Median and Distribution</p> <p>73rd 4% 11% 20% 25% 40%</p> <p>Achievement Fall 2025-2026 Median and Distribution</p> <p>72nd 6% 10% 18% 30% 36%</p> <p>Achievement Winter 2025-2026 Median and Distribution</p> <p>80th 3 7% 14% 27% 49%</p>
<p>Percentiles Key ● 1st - 20th ● 21st - 40th ● 41st - 60th ● 61st - 80th ● >80th</p>	

Quadrant Key

- Low Achievement/High Growth
- Low Achievement/Low Growth
- High Achievement/High Growth
- High Achievement/Low Growth

Icon Key

- School Median

Rostered Winter 2025-2026
Tested Fall 2025-2026 - Winter 2025-2026



Lester School Improvement

GOAL 1

Focus on Peer Feedback

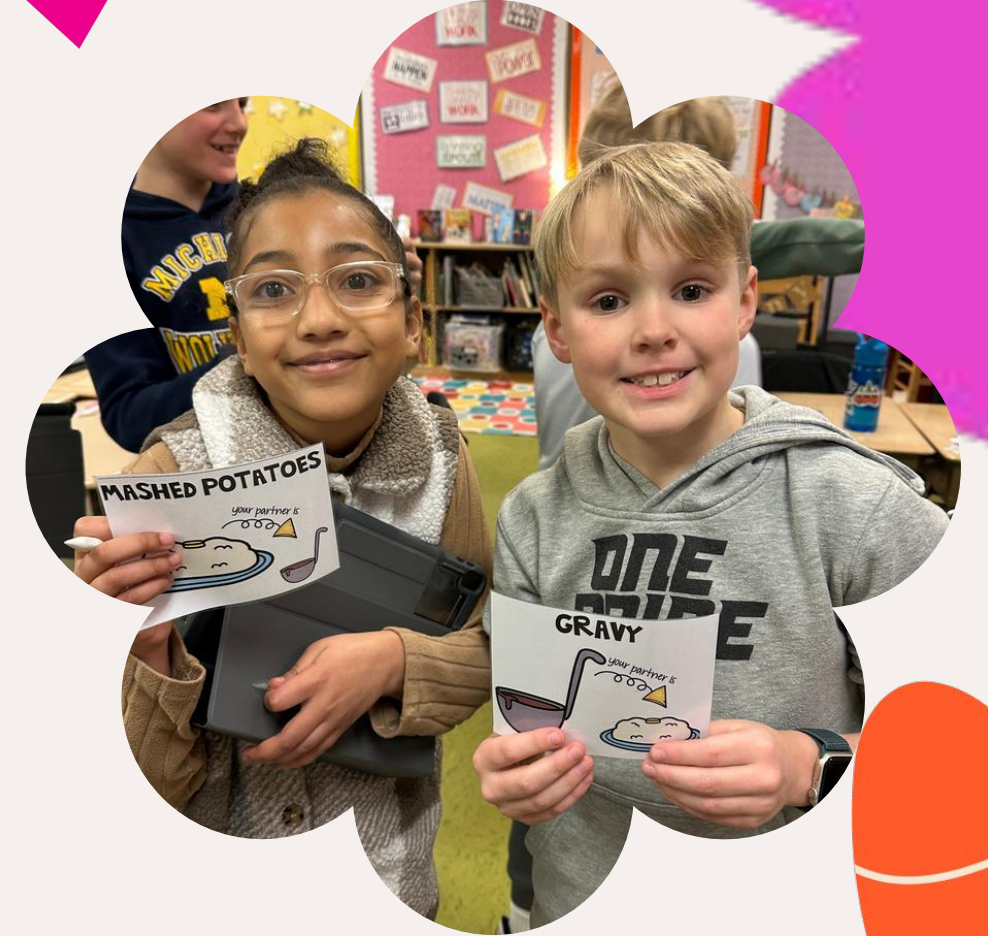
- math instruction
- SEL instruction
- ELA instruction
- writing instruction
- oral presentations



GOAL 2

Introduction of Classroom Cultures

- calm and consistent teacher behavior
- sustainable classroom routines
- proactive reinforcement of positive behavior
- use of scripted interventions
- restorative practices

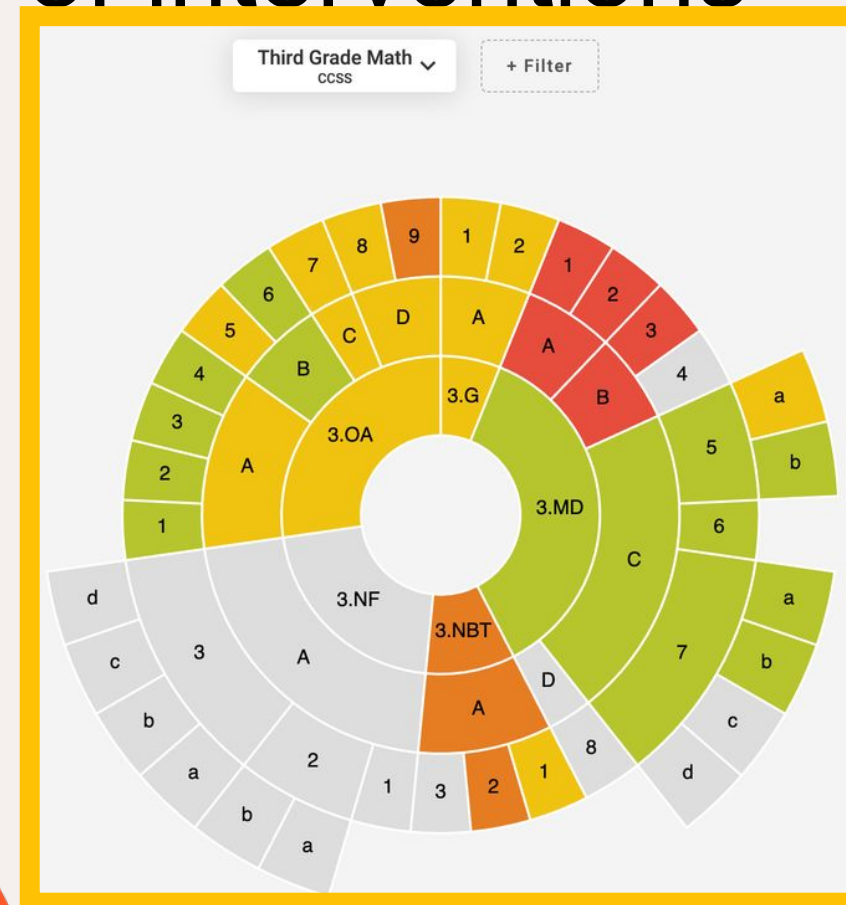
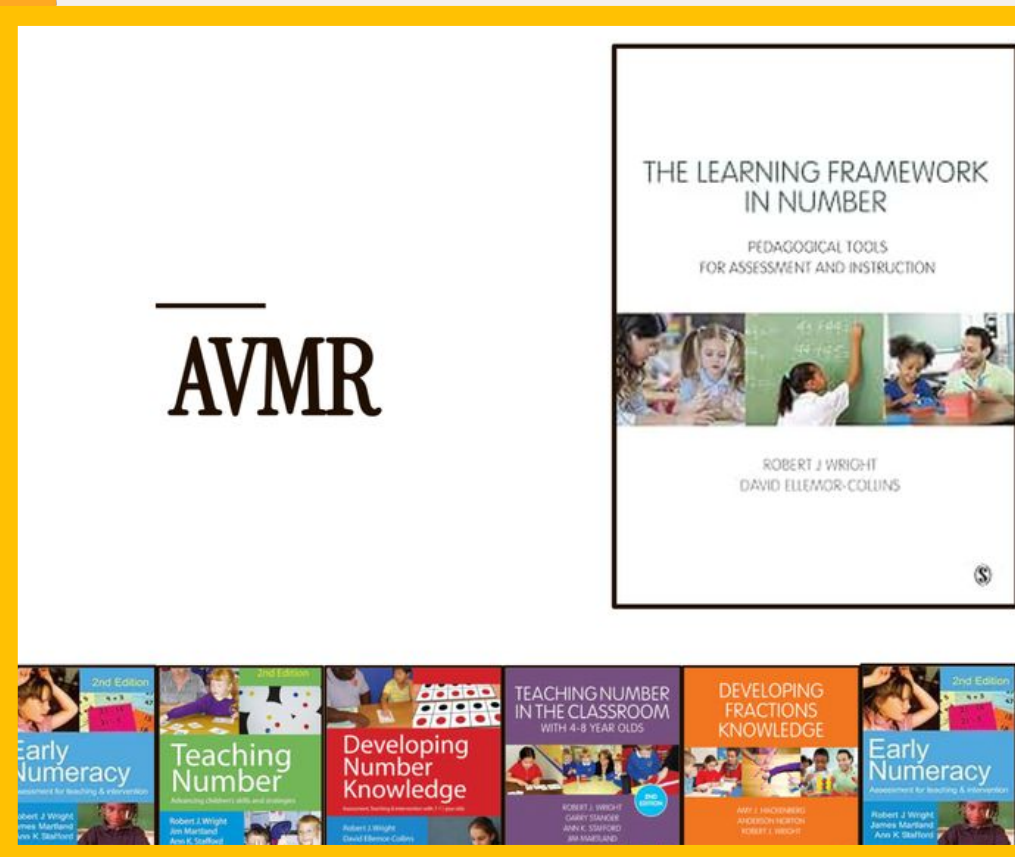
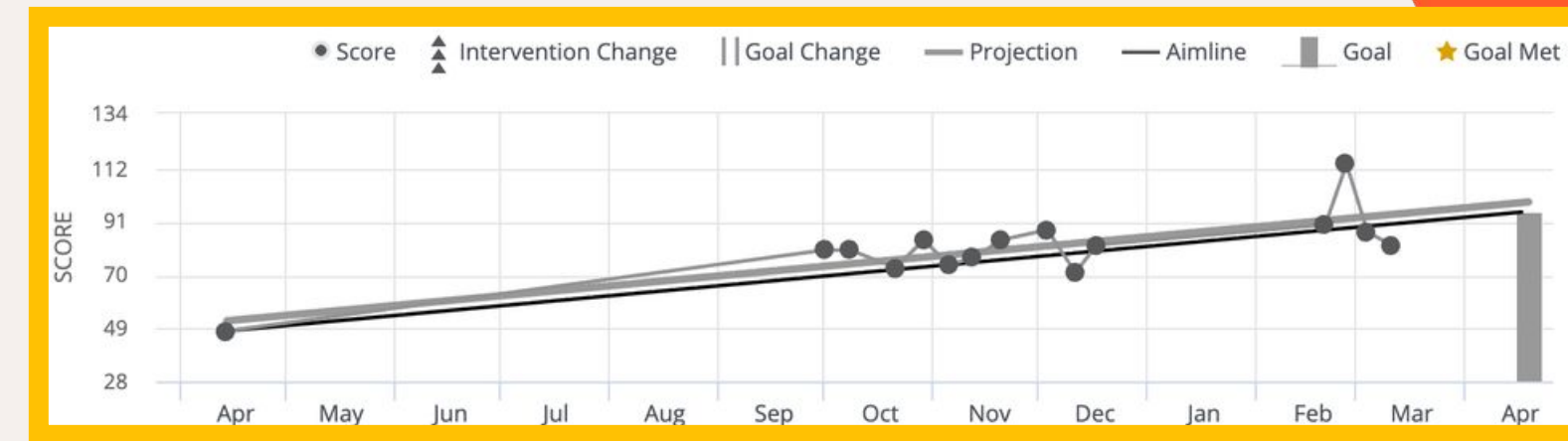
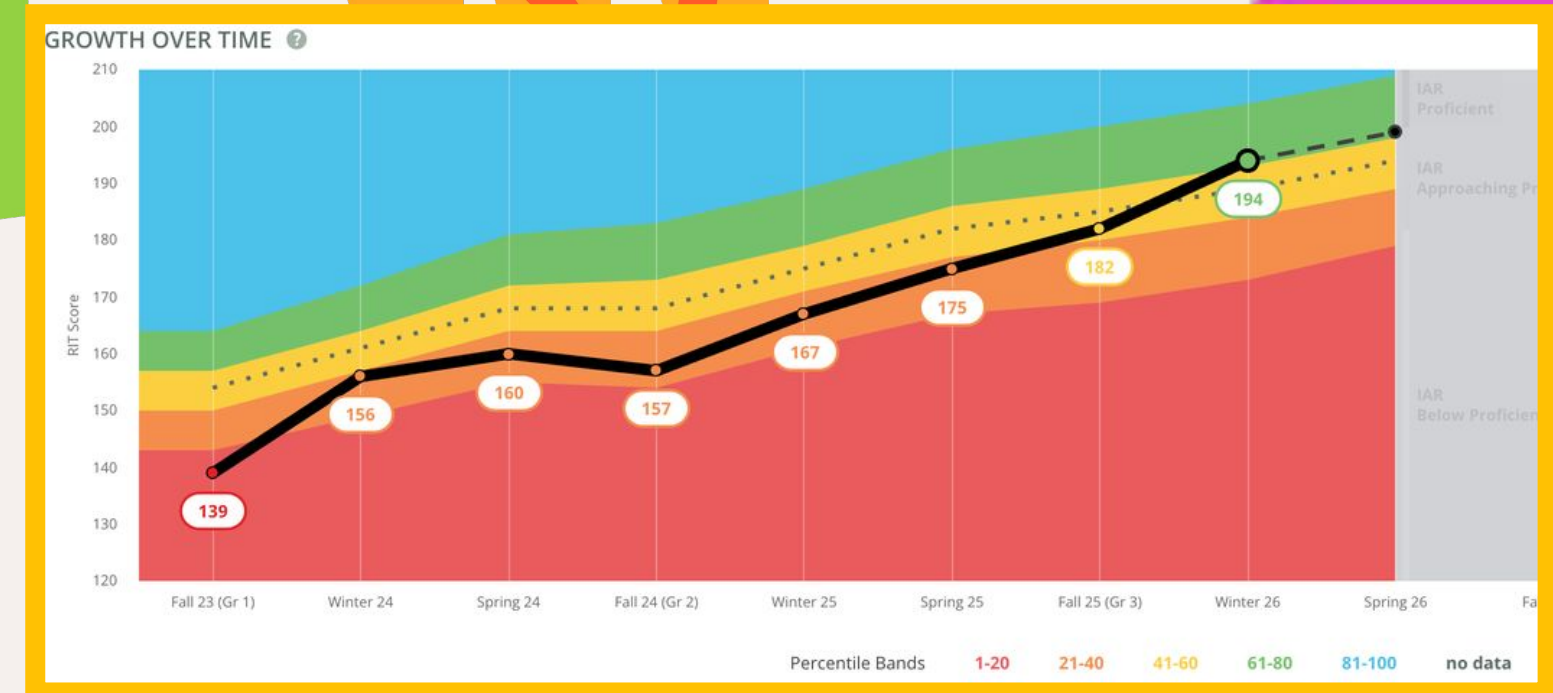


GOAL 3

Focus on MTSS

(Multi Tiered System of Supports)

- meeting protocols
- consistency of interventions





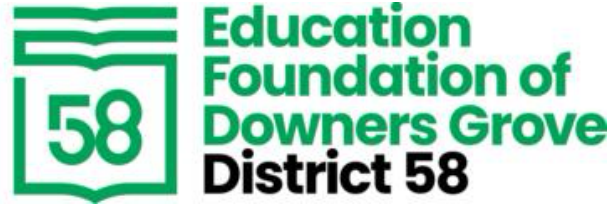
Thank You!



Downers Grove Grade School District 58

We Envision. We Seek. We Believe.

Spotlight on our Schools: Education Foundation



April 13, 2026

About the Education Foundation

24 years of making a difference for students

\$2 million raised over 20+ years. Raised nearly **\$175,000 in 2024-25.**

8 notable programs supporting students and staff: Teacher Grants, Sneak Preview, Select 58, Distinguished Service Awards, The Reading Games, New Teacher Luncheon, Author Fest, Green Apple Awards

5 signature fundraisers Oktoberfest, Green Apple Awards, Grove Express, Bougie Bingo, Harlem Wizards



Fundraisers - Fall 2025

12th Annual Oktoberfest (September 2025)

The two-day festival's net profit was **over \$100,000**. Saturday set attendance record with **2,500 wristbands purchased**. Event featured music talent, the Gipsy Kings, as well as other notable community bands and talent.

Grove Express (November 2025)

Race supports youth development efforts in Downers Grove through multiple organizations. Set participation record with nearly **7,000 registered runners/walkers**. The event raised over \$200,000, with an **over \$37,000** supporting the Foundation.



Fundraisers - Winter/Spring 2025-26

Harlem Wizards (January 2026)

More than 1,900 tickets purchased! Net profits were **more than \$11,000**.

Green Apple Awards (Ongoing)

Ongoing donation program with **28 staff** recognized and raised **\$1,560** so far this year.

Bougie Bingo (May 2024)

Inaugural fundraiser took place at the Moose Lodge; strong turnout - net profit was **over \$10,000**.



Back to School Surprise!

Office Depot and Boise Paper Donation
(August 2025)

Facilitated a generous community partner donation of **\$20,000** in school supplies, equally supporting staff at Herrick and O'Neill.

All middle school staff experienced a surprise shopping spree to gather free supplies for a successful school year!



Student Programs

Sneak Preview (August): provides incoming 7th graders with a middle school orientation. This upcoming summer, we will also welcome incoming 6th graders.

The Reading Games (February): provides partial financial support for 3rd-8th Grade reading competition (with PTA)

Author Fest (April): provides partial financial support for children's authors/illustrators to visit elementary schools (with PTA)

Select 58 Awards (May 13): celebrates fifty-eight 8th graders for community service.



Teacher Programs

New Teacher Luncheon (August): hosts annual lunch and presentation introducing new teachers to community partners

Teacher Grants (October/November): awarded **17 grants, over \$33,000**

Green Apples (Ongoing): have recognized **36 teachers** recognized so far in 2025-26

Distinguished Service Awards (May 19): record-setting **73 nominations** submitted, recognizing **68 staff members** across all schools



Teacher Grants Program *(page 1)*

Awarded 17 teacher grants totaling over \$33,000

Congratulations to the 2025-26 Grant Awardees:

- **Lauren Gryczewski**, Hillcrest: Bringing Life Skills Instruction to Life
- **Katie Porter & Kerri Bartkowiak**, Whittier: Regulation Tools
- **Kate Blackburn**, Kingsley: Language Therapy Advance Foundations
- **Nicole Kollintzas**, Indian Trail: Enhancing Engagement and Learning through Interactive Whiteboard Technology for Students with Autism
- **Laura Velinske**, Hillcrest: Sensory & Classroom Equipment
- **Ana Guihan**, El Sierra: Writing Curriculum Books in Spanish



Teacher Grants Program *(page 2)*

Grant Awardees continued:

- **Janet Hecht & Eareen Yambao, O'Neill:** Building a Choral Library for Independent Learning and Practice
- **Stephanie Potter, Janet Hecht, Christine Kaminski & Evangeline Smith, O'Neill:** O'Neill Middle School: Stage Curtain
- **Brooke Campbell, Lester:** Speech in Motion: A Multisensory, Flexible Learning Space
- **Sandi Hudecek, Highland:** Leveling the Playing Field – It's Recess for All!
- **Christine Kaminski, O'Neill:** Tenor Saxophone for Band
- **Katrina Shenton & Bradley Kirby, Belle Aire:** Developing 21st Century Skills in the Music Classroom through the Orff Approach



Teacher Grants Program *(page 3)*

Grant Awardees continued:

- **Liz Sevilla**, Fairmount/Kingsley/Henry Puffer: Developing Higher Order Music Skills through the Orff Approach
- **Colleen Brejcha**, Fairmount: The Eyes Have It: Cow Eye Dissection
- **Sarah Chrapkiewicz**, Lester: Touch, Move, Learn: Interactive Technology for Today's PE Classroom
- **Lily Ortega**, Indian Trail: Breaking Barriers: Empowering Multilingual Students with Translation Tools
- **Emma Grisamore**, Pierce Downer: Customizable Screen-Free Technology



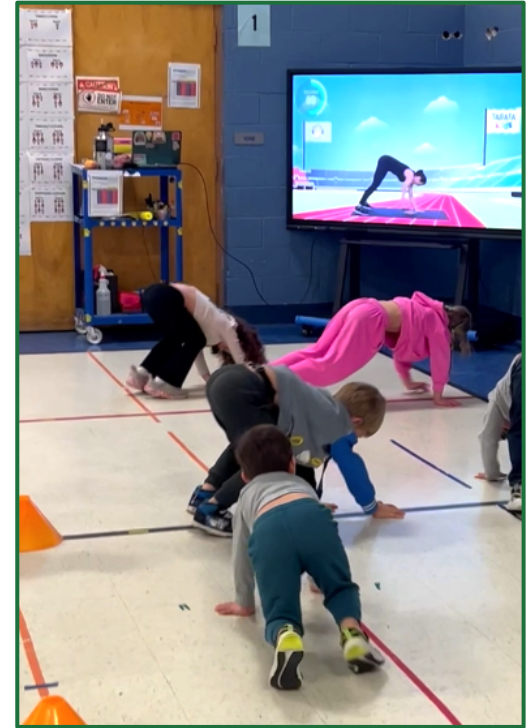
Touch, Move, Learn: Interactive Technology for Today's PE Classroom

Sarah Chrapkiewicz
PE Teacher, Lester

Newline Interactive Smartboard is enhancing PE lessons at Lester!

Used daily for interactive warm-ups, games, & activities.

Currently creating an interactive workout that can be done when the students are in their fitness stations.



Breaking Barriers: Empowering Multilingual Students with Translation Tools

Lily Ortega

Multilingual Teacher, Indian Trail

Help multilingual newcomer students participate more confidently in classroom learning by reducing language barriers, lowering anxiety, and creating a more inclusive environment.

Teachers also spend less time repeating directions, maximizing instructional time.

Enable real-time communication with non-English-speaking families, helping them feel welcomed, respected, and more engaged with the school.



The Eyes Have It: Cow Eye Dissection

Colleen Brejcha

6th Grade Teacher, Fairmount

Enhances 6th Grade learning as part of the dissection unit, encouraging more learning about the human eye.

To engage students more deeply with this very important organ, they will get to dissect the cow's eye to "see" the parts of the organ that help them see objects on an everyday basis.

The cow's eye is almost a replica of the human eye, but bigger and easier to study.



Speech in Motion: A Multisensory, Flexible Learning Space

Brooke Campbell

Speech-Language Pathologist, Lester

With the new flexible seating, students have demonstrated improved attention, comfort, and willingness to participate in speech therapy activities.

The varied seating options support different sensory and movement needs, allowing students to better access instruction and produce their best work.



O'Neill Middle School Stage Curtain

Stephanie Potter, Janet Hecht,
Christine Kaminski, Evangeline Smith

*7th Grade ELA, Band, Orchestra &
Music O'Neill Middle School*

Great addition to O'Neill's **performing arts**
department and **school assemblies**

Also serves as a **classroom extension**, where
students deliver speeches, presentations, and
performances in a more formal setting,
helping build public speaking skills and
confidence



Thank you!



**Education
Foundation of
Downers Grove
District 58**



Revenues Year-to-Date Compared to Budget

March 31, 2026

		FY 26 BUDGET	YTD REVENUE	% of BUDGET	FY 25 BUDGET (Amended)	YTD REVENUE	% of BUDGET
EDUCATIONAL FUND							
LOCAL	Property Taxes	\$62,544,092	\$29,744,290	47.56%	\$62,753,047	\$29,011,741	46.23%
	CPPRT	\$1,051,425	\$584,145	55.56%	\$1,179,253	\$682,753	57.90%
	Interest	\$470,000	\$592,556	126.08%	\$456,312	\$433,849	95.08%
	Fees/Lunches	\$1,918,053	\$858,470	44.76%	\$1,382,887	\$1,137,297	82.24%
	Other	\$971,000	\$829,989	85.48%	\$1,747,449	\$1,462,465	83.69%
	Total Local	\$66,954,570	\$32,609,450	48.70%	\$67,518,948	\$32,728,105	48.47%
STATE	Evidence-Based	\$3,552,546	\$2,586,896	72.82%	\$3,552,547	\$2,583,664	72.73%
	Special Ed	\$1,334,604	\$526,744	39.47%	\$1,231,455	\$631,454	51.28%
	Other	\$7,207	\$27,374	379.83%	\$416,767	\$355,967	85.41%
	Total State	\$4,894,357	\$3,141,014	64.18%	\$5,200,769	\$3,571,085	68.66%
FEDERAL	ESEA Grants	\$428,414	\$145,664	34.00%	\$357,407	\$268,177	75.03%
	IDEA Grants	\$1,496,322	\$1,052,258	70.32%	\$1,915,271	\$1,243,528	64.93%
	National School Lunch	\$274,284	\$122,299	44.59%		\$0	
	Other Federal	\$255,000	\$79,974	31.36%	\$1,888,321	\$1,722,148	91.20%
	Total Federal	\$2,454,020	\$1,400,195	57.06%	\$4,160,999	\$3,233,853	77.72%
TOTAL ED FUND		\$74,302,947	\$37,150,659	50.00%	\$76,880,716	\$39,533,043	51.42%
O&M FUND							
LOCAL	Property Taxes	\$2,681,567	\$1,239,202	46.21%	\$2,490,236	\$1,084,506	43.55%
	CPPRT	\$100,000	\$52,368	52.37%	\$100,000	\$100,000	100.00%
	Interest	\$15,000	\$8,649	57.66%	\$19,101	\$17,101	89.53%
	Other	\$171,500	\$144,547	84.28%	\$107,025	\$96,890	90.53%
	Total Local	\$2,968,067	\$1,444,766	48.68%	\$2,716,362	\$1,298,497	47.80%
STATE	State Grants	\$50,000	\$0	0.00%	\$50,000	\$50,000	-
	Total State	\$50,000	\$0	0.00%	\$50,000	\$50,000	-
TOTAL O&M FUND		\$3,018,067	\$1,444,766	47.87%	\$2,766,362	\$1,348,497	48.75%

DEBT SERVICE FUND							
LOCAL	Property Taxes	\$12,534,887	\$4,538,577	36.21%	\$9,610,230	\$4,461,738	46.43%
	Interest	\$36,000	\$9,508	26.41%	\$34,671	\$33,671	97.12%
	Total Local	\$12,570,887	\$4,548,085	36.18%	\$9,644,901	\$4,495,409	46.61%
TOTAL DS FUND		\$12,570,887	\$4,548,085	36.18%	\$9,644,901	\$4,495,409	46.61%
TRANSPORTATION FUND							
LOCAL	Property Taxes	\$5,984,989	\$1,939,695	32.41%	\$3,993,411	\$1,793,051	44.90%
	Interest	\$7,000	\$1,763	25.19%	\$7,818	\$6,818	87.21%
	Other	\$311,000	\$142,645	45.87%	\$375,601	\$134,601	35.84%
	Total Local	\$6,302,989	\$2,084,103	33.07%	\$4,376,830	\$1,934,470	44.20%
STATE	Regular Trans	\$1,245,284	\$486,981	39.11%	\$1,245,558	\$622,779	50.00%
	SpEd Trans	\$1,351,774	\$729,104	53.94%	\$1,357,613	\$678,806	50.00%
	Total State	\$2,597,058	\$1,216,086	46.83%	\$2,603,171	\$1,301,585	50.00%
TOTAL TRANS FUND		\$8,900,047	\$3,300,189	37.08%	\$6,980,001	\$3,236,055	46.36%
IMRF FUND							
LOCAL	Property Taxes	\$1,859,484	\$836,461	44.98%	\$1,752,361	\$803,336	45.84%
	CPPRT	\$60,600	\$8,987	14.83%	\$17,161	\$17,161	100.00%
	Interest	\$7,000	\$4,192	59.89%	\$6,912	\$6,412	92.77%
	Other	\$0		0.00%	\$0	\$0	-
	Total Local	\$1,927,084	\$849,640	44.09%	\$1,776,434	\$826,909	46.55%
TOTAL IMRF FUND		\$1,927,084	\$849,640	44.09%	\$1,776,434	\$826,909	46.55%
CAPITAL FUND							
LOCAL	Interest	\$4,500,000	\$1,215,381	27.01%	\$6,937,644	\$5,937,644	85.59%
	Other	\$25,000	\$409,084	1636.33%	\$10,000	\$0	
	Total Local	\$4,525,000	\$1,624,465	35.90%	\$6,947,644	\$5,937,644	85.46%
STATE	Other	\$1,200,000	\$1,002,637	83.55%	\$1,558,000	\$191,006	12.26%
	Total State	\$1,200,000	\$1,002,637	83.55%	\$1,558,000	\$191,006	12.26%
FEDERAL	Other	\$0	\$0		\$191,006	\$0	0.00%
	Total Federal	\$0	\$0		\$191,006	\$0	0.00%
TOTAL CAPITAL FUND		\$5,725,000	\$2,627,102	45.89%	\$8,696,650	\$6,128,650	70.47%
WORKING CASH FUND							

LOCAL	Property Taxes	\$448,872	\$199,649	44.48%	\$412,852	\$186,374	45.14%
	Interest	\$165,000	\$52,994	32.12%	\$158,193	\$157,693	99.68%
	Total Local	\$613,872	\$252,643	41.16%	\$571,045	\$344,067	60.25%
TOTAL WC FUND		\$613,872	\$252,643	41.16%	\$571,045	\$344,067	60.25%
FIRE SAFETY FUND							
LOCAL	Interest	\$15	\$38	253.27%	\$22	\$17	77.27%
	Total Local	\$15	\$38	253.27%	\$22	\$17	77.27%
TOTAL FIRE SAFETY FUND		\$15	\$38	253.27%	\$22	\$17	77.27%
LOCAL		\$95,862,483	\$43,413,190	45.29%	\$93,552,186	\$47,565,118	50.84%
STATE		\$8,741,415	\$5,359,737	61.31%	\$9,411,940	\$5,113,676	54.33%
FEDERAL		\$2,454,020	\$1,400,195	57.06%	\$4,352,005	\$3,233,853	74.31%
TOTAL ALL FUNDS		\$107,057,918	\$50,173,122	46.87%	\$107,316,131	\$55,912,647	52.10%

Expenditures Year-to-Date Compared to Budget

March 31, 2026

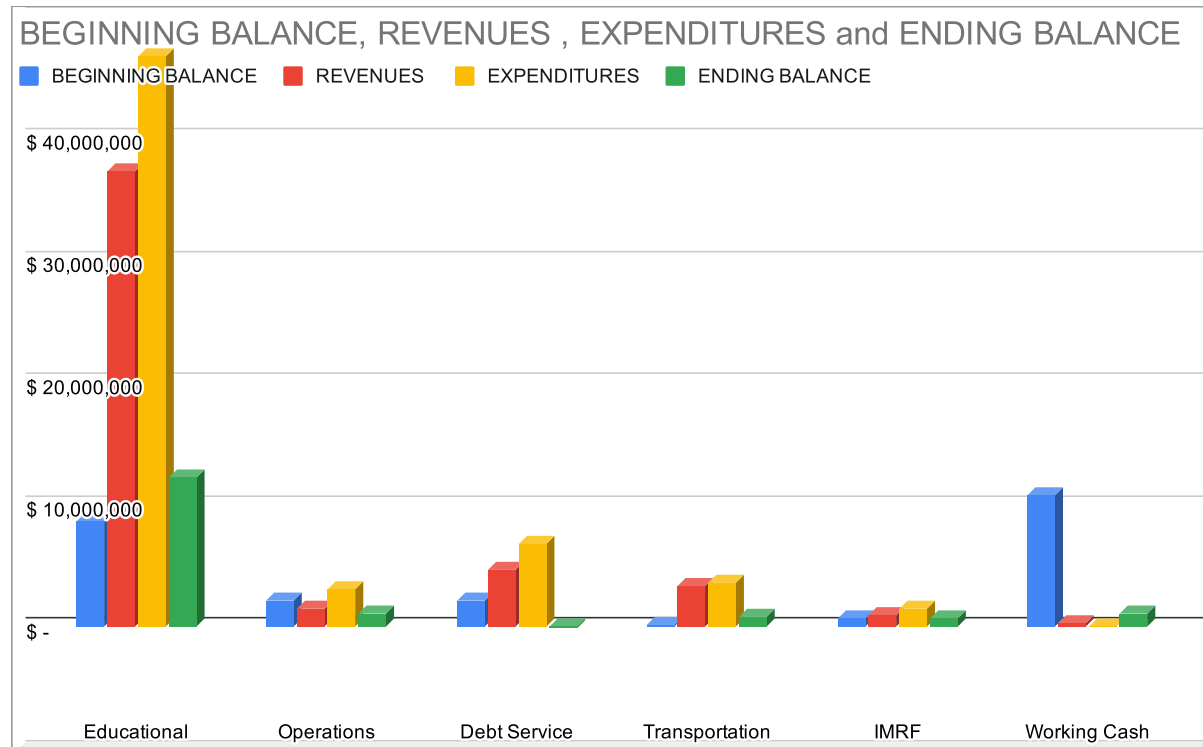
EDUCATIONAL FUND	FY 26 BUDGET	YTD EXPENSES	% of BUDGET	FY 25 BUDGET (Amended)	YTD EXPENSES	% of BUDGET
Salaries	\$53,445,773	\$31,659,816	59.24%	\$51,486,958	\$31,088,844	60.38%
Benefits	\$11,632,163	\$7,257,585	62.39%	\$11,041,733	\$6,907,292	62.56%
Purchased Services	\$3,282,465	\$2,973,818	90.60%	\$2,916,015	\$2,624,617	90.01%
Supplies	\$1,472,542	\$721,589	49.00%	\$2,227,372	\$2,120,416	95.20%
Other	\$4,129,404	\$3,843,513	93.08%	\$4,711,184	\$4,561,623	96.83%
Noncapitalized Outlay	\$32,263	\$69,735	216.14%	\$78,921	\$57,305	72.61%
FUND TOTAL	\$73,994,610	\$46,526,056	62.88%	\$72,462,183	\$47,360,097	65.36%
O&M FUND						
Salaries	\$2,001,037	\$1,455,279	72.73%	\$1,776,734	\$1,378,680	77.60%
Benefits	\$495,913	\$361,156	72.83%	\$450,440	\$342,129	75.95%
Purchased Services	\$832,187	\$618,946	74.38%	\$711,166	\$635,962	89.43%
Supplies	\$1,014,258	\$539,715	53.21%	\$723,292	\$583,833	80.72%
Capitalized Outlay	\$7,830	\$41,981	536.15%	\$5,761	\$5,761	100.00%
Noncapitalized Outlay	\$2,700	\$495	18.33%	\$2,805	\$2,805	100.00%
FUND TOTAL	\$4,353,925	\$3,017,572	69.31%	\$3,670,198	\$2,949,170	80.35%
DEBT SERVICE FUND						
Purchased Services	\$2,000	\$256,360	12817.98%	\$235,000	\$286,287	121.82%
Other	\$13,366,271	\$6,449,275	48.25%	\$9,471,436	\$6,124,750	64.67%
FUND TOTAL	\$13,368,271	\$6,705,635	50.16%	\$9,706,436	\$6,411,037	66.05%
TRANSPORTATION FUND						
Purchased Services	\$7,724,188	\$3,524,573	45.63%	\$6,917,332	\$4,726,014	68.32%
FUND TOTAL	\$7,724,188	\$3,524,573	45.63%	\$6,917,332	\$4,726,014	68.32%
IMRF FUND						
Benefits	\$2,115,344	\$1,413,588	66.83%	\$2,038,638	\$1,389,578	68.16%
FUND TOTAL	\$2,115,344	\$1,413,588	66.83%	\$2,038,638	\$1,389,578	68.16%

CAPITAL FUND						
Salaries	\$113,643	\$0	0.00%	\$168,284	\$63,895	37.97%
Purchased Services	\$3,378,000	\$3,369,574	99.75%	\$4,775,000	\$4,651,215	97.41%
Supplies	\$0	\$0		\$220,000	\$2,163	0.98%
Capitalized Outlay	\$56,722,000	\$55,635,222	98.08%	\$114,730,066	\$76,450,070	66.63%
Other	\$0	\$195,623		\$0	\$410,339	
Noncapitalized Outlay	\$0	\$1,808,088		\$0	\$0	
FUND TOTAL	\$60,213,643	\$61,008,505	101.32%	\$119,893,350	\$81,577,682	68.04%
TOTAL ALL FUNDS						
Salaries	\$55,560,453	\$33,115,095	59.60%	\$53,431,976	\$32,531,419	60.88%
Benefits	\$14,243,420	\$9,032,329	63.41%	\$13,530,811	\$8,638,999	63.85%
Purchased Services	\$15,218,840	\$10,743,270	70.59%	\$15,554,513	\$12,924,095	83.09%
Supplies	\$2,486,800	\$1,261,305	50.72%	\$2,950,664	\$2,706,412	91.72%
Capitalized Outlay	\$56,729,830	\$55,677,202	98.14%	\$114,735,827	\$76,455,831	66.64%
Other	\$17,495,675	\$10,488,411	59.95%	\$14,182,620	\$11,096,712	78.24%
Noncapitalized Outlay	\$34,963	\$1,878,318	5372.28%	\$81,726	\$60,110	73.55%
TOTAL	\$161,769,981	\$122,195,930	75.54%	\$214,468,137	\$144,413,578	67.34%
TOTAL OPERATING FUNDS						
Salaries	\$55,446,810	\$33,115,095	59.72%	\$53,263,692	\$32,467,524	60.96%
Benefits	\$14,243,420	\$9,032,329	63.41%	\$13,530,811	\$8,638,999	63.85%
Purchased Services	\$11,838,840	\$7,117,337	60.12%	\$10,544,513	\$7,986,593	75.74%
Supplies	\$2,486,800	\$1,261,305	50.72%	\$2,950,664	\$2,704,249	91.65%
Other	\$4,129,404	\$3,843,513	93.08%	\$4,711,184	\$4,561,623	96.83%
Cap/Noncap Outlay	\$42,793	\$112,211	262.22%	\$87,487	\$65,871	75.29%
TOTAL	\$88,188,067	\$54,481,790	61.78%	\$85,088,351	\$56,424,859	66.31%

Fund Balances as of:

3/31/2026

	Educational	Operations	Debt Service	Transportation	IMRF	Capital	Working Cash	Total	Operating Total
BEGINNING BALANCE	\$ 8,582,541	\$ 2,042,686	\$ 1,995,474	\$ 752	\$ 594,023	\$ 98,719,663	\$ 10,597,549	\$ 122,532,688	\$ 21,817,551
REVENUES	\$ 37,150,659	\$ 1,444,766	\$ 4,548,085	\$ 3,300,189	\$ 849,640	\$ 2,627,102	\$ 252,643	\$ 50,173,084	\$ 42,997,897
EXPENDITURES	\$ 46,526,056	\$ 3,017,572	\$ 6,705,635	\$ 3,524,573	\$ 1,413,588	\$ 61,008,505	\$ -	\$ 122,195,930	\$ 54,481,790
Other Sources / (Uses)	\$ 12,857,120	\$ 500,000		\$ 900,000	\$ 500,000	\$ (4,857,120)	\$ (9,900,000)	\$ -	\$ 4,857,120
ENDING BALANCE	\$ 12,064,264	\$ 969,880	\$ (162,076)	\$ 676,367	\$ 530,075	\$ 35,481,139	\$ 950,192	\$ 50,509,842	\$ 15,190,779
REVENUES OVER EXPENDITURES	\$ 3,481,723	\$ (1,072,806)	\$ (2,157,550)	\$ 675,615	\$ (63,948)	\$ (63,238,524)	\$ (9,647,357)	\$ (72,022,846)	\$ (6,626,772)



DOWNERS GROVE SCHOOL DISTRICT #58

Investment Listing

March 31, 2026

Name	Frequency of Interest Receipts	Fund	Amount	% allocated to fund	Rate	Purchased	Maturity
Money Market							
PMA LIQ/MAX Account	Monthly	ED	\$ 3809.88	0.03%	3.56	N/A	N/A
		CR	14501253.49	99.97%			
			<u>14,505,063.37</u>	<u>100.00%</u>			
Hinsdale Bank & Trust	Monthly	MR	1,185,436.03	100.00%	3.78	N/A	N/A
Illinois Portfolio, IIIT Class	Monthly	ED	40775.12	39.00%	3.66	N/A	N/A
		O&M	11500.64	11.00%			
		SF	3136.54	3.00%			
		IMRF	3136.54	3.00%			
		FICA	2091.08	2.00%			
		WC	43911.64	42.00%			
	<u>104,551.56</u>	<u>100.00%</u>					
Fifth Third Securities	Monthly	ED	676,512.71	--	3.53	N/A	N/A
		O&M	1,494.98	--			
		SF	1,082.77	--			
		DS	3,582.90	--			
		IMRF	1,220.64	--			
		CP	54.97	--			
		WC	19,285.54	--			
		LS	14.21	--			
	<u>703,248.72</u>	<u>100.00%</u>					
Goldman Sachs	Monthly	ED	82,153.82	68.03%	3.47	N/A	N/A
		O&M	2,158.45	1.79%			
		SF	1,563.30	1.29%			
		DS	5,172.99	4.28%			
		IMRF	1,762.36	1.46%			

DOWNERS GROVE SCHOOL DISTRICT #58

Investment Listing

March 31, 2026

Name	Frequency of Interest Receipts	Fund	Amount	% allocated to fund	Rate	Purchased	Maturity
		CP	79.36	0.07%			
		WC	27,844.49	23.06%			
		LS	20.53	0.02%			
			<u>120,755.30</u>	<u>100.00%</u>			
Total Money Market			<u>16,619,054.98</u>				
Government Obligations							
US Treasury Notes	Semi-annual	ED	matured	100.00%	3.907	07/01/25	03/19/26
US Treasury Notes	Semi-annual	ED	5,819,616.00	100.00%	3.906	07/01/25	04/16/26
US Treasury Notes	Semi-annual	ED	<u>1,661,255.64</u>	100.00%	3.630	11/07/25	04/30/26
Total Government Obligations			<u>7,480,871.64</u>				
Certificates of Deposit							
First Bank, NJ	Semi-annual	CR	240,600.00	100.00%	4.027	05/16/25	04/30/26
NorthEast Community Bank, NY	Semi-annual	CR	240,600.00	100.00%	4.017	05/16/25	04/30/26
West Texas State Bank, TX	Semi-annual	CR	240,500.00	100.00%	4.050	05/16/25	04/30/26
First State Bank of DeQueen, AR	Semi-annual	CR	240,600.00	100.00%	4.020	05/16/25	04/30/26
Western Alliance Bank, CA	Semi-annual	CR	240,600.00	100.00%	4.018	05/16/25	04/30/26

DOWNERS GROVE SCHOOL DISTRICT #58

Investment Listing

March 31, 2026

Name	Frequency of Interest Receipts	Fund	Amount	% allocated to fund	Rate	Purchased	Maturity
GBank, NV	Semi-annual	CR	240,500.00	100.00%	4.017	05/16/25	04/30/26
ServisFirst Bank, FL	Semi-annual	CR	240,600.00	100.00%	4.025	05/16/25	04/30/26
CBIC Bank USA, MI	Semi-annual	ED	245,600.00	100.00%	3.650	11/06/25	04/30/26
CIBM Bank, WI	Semi-annual	ED	245,600.00	100.00%	3.648	11/06/25	04/30/26
Bank of China, NY	Semi-annual	ED	245,000.00	100.00%	4.111	11/06/25	04/30/26
Cumberland Federal Bank, FSB, WI	Semi-annual	ED	245,600.00	100.00%	3.653	11/06/25	04/30/26
First State Bank and Trust Company, Inc., MO	Semi-annual	ED	245,600.00	100.00%	3.651	11/06/25	04/30/26
Customers Bank, NY	Semi-annual	ED	245,600.00	100.00%	3.650	11/06/25	04/30/26
Schertz Bank & Trust, TX	Semi-annual	ED	245,600.00	100.00%	3.650	11/06/25	04/30/26
DMB Community Bank, WI	Semi-annual	ED	245,600.00	100.00%	3.650	11/06/25	04/30/26
Merrick Bank, UT	Semi-annual	ED	245,600.00	100.00%	3.650	11/06/25	04/30/26
Mission National Bank, CA	Semi-annual	ED	245,600.00	100.00%	3.652	11/06/25	04/30/26
MapleMark Bank, TX	Semi-annual	ED	245,600.00	100.00%	3.650	11/06/25	04/30/26
American Pride Bank, GA	Semi-annual	ED	245,500.00	100.00%	3.700	11/06/25	04/30/26
American Plus Bank NA, CA	Semi-annual	ED	245,600.00	100.00%	3.650	11/06/25	04/30/26
b1BANK, LA	Semi-annual	CR	237,319.14	100.00%	3.980	05/22/25	05/21/26

DOWNERS GROVE SCHOOL DISTRICT #58

Investment Listing

March 31, 2026

Name	Frequency of Interest Receipts	Fund	Amount	% allocated to fund	Rate	Purchased	Maturity
Bank of America NA, NC	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Central Bank, TX	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Chambers Bank, AR	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Chippewa Valley Bank, WI	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Citizens National Bank of Texas, TX	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Coffee County Bank, TN	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
EagleBank, MD	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
First Citizens National Bank, TN	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
First Financial Bank, AR	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Frontier Bank of Texas, TX	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
GenuBan, NV	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
HNB National Bank, MO	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
INB, IL	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Keystone Bank NA, TX	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Oakstar Bank, MO	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26

DOWNERS GROVE SCHOOL DISTRICT #58

Investment Listing

March 31, 2026

Name	Frequency of Interest Receipts	Fund	Amount	% allocated to fund	Rate	Purchased	Maturity
Old National Bank, IN	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Peoples Bank, OH	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Pinnacle Bank, NE	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Pinnacle Bank, TN	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Providence Bank, NC	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
R Bank, TX	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Security Bank, OK	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Southern Bank, MO	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Southwestern National Bank, TX	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Sovereign Bank, OK	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
The First National Bank of Granbury, TX	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
United Mississippi, MS	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Univest Bank and Trust Co., PA	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Wallis Bank, TX	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Washington Federal Bank, WA	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Waterford Bank NA, OH	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26

DOWNERS GROVE SCHOOL DISTRICT #58

Investment Listing

March 31, 2026

Name	Frequency of Interest Receipts	Fund	Amount	% allocated to fund	Rate	Purchased	Maturity
Waumandee State Bank, WI	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
Wilson Bank and Trust, TN	Semi-annual	CR	237,319.11	100.00%	3.980	05/22/25	05/21/26
River City Bank, CA	Semi-annual	CR	223,700.80	100.00%	3.980	05/22/25	05/21/26
D.L. Evans Bank, ID	Semi-annual	CR	122,818.02	100.00%	3.980	05/22/25	05/21/26
United Fidelity Bank FSB, IN	Semi-annual	CR	84,631.41	100.00%	3.980	05/22/25	05/21/26
Solera National Bank, CO	Semi-annual	CR	239,000.00	100.00%	4.007	05/16/25	06/30/26
Winchester Savings Bank, MA	Semi-annual	CR	239,200.00	100.00%	3.988	05/16/25	06/30/26
Baxter Credit Union, IL	Semi-annual	CR	239,200.00	100.00%	3.988	05/16/25	06/30/26
Cornerstone Bank, NE	Semi-annual	CR	238,900.00	100.00%	4.028	05/16/25	06/30/26
Hinsdale Bank & Trust Co. NA, IL	Semi-annual	CR	<u>5,750,000.00</u>	100.00%	3.950	05/16/25	07/31/26
Total Certificates of Deposit			<u>20,082,400.00</u>				
Total Investments			<u>\$ 44,182,326.62</u>				

Totals by fund

Ed	\$	11476223.17
MR		1185436.03
O & M		15154.07
SF		5782.61

DOWNERS GROVE SCHOOL DISTRICT #58
 Investment Listing
 March 31, 2026

Name	Frequency of Interest Receipts	Fund	Amount	% allocated to fund	Rate	Purchased	Maturity
		DS	8755.89				
		Trans	0				
		IMRF	6119.54				
		FICA	2091.08				
		CP	134.33				
		CR	31391553.49				
		WC	91041.67				
		LS	34.74				
		Total	\$ 44,182,326.62				
							0.00

DOWNERS GROVE SCHOOL DISTRICT #58
Treasurer's Report
For the Month Ended March 31, 2026

	Fund Balance 6/30/25	Revenue M-T-D	Revenue Y-T-D	Expenditures M-T-D	Expenditures Y-T-D	Fund Balance 3/31/26
Educational Fund	\$6,061,045.03	\$651,731.92	\$43,008,974.44	\$6,418,042.36	\$47,202,476.40	\$1,867,543.07
Medical Insurance Reserve Fund	2241058.62	979,782.84	8,728,709.93	721,733.68	8,500,888.68	2,468,879.87
Operations & Maintenance Fund	1373650.09	8,390.52	1,457,481.12	306,997.42	3,048,456.32	(217,325.11)
Sinking Fund	657295.7	9.72	2,984.80	-	-	660,280.50
Debt Service Fund	1995474.08	765.25	4,548,059.26	26,312.65	6,705,634.57	(162,101.23)
Transportation Fund	-1099248	12,135.00	3,452,284.12	701,435.93	3,704,449.61	(1,351,413.49)
IMRF Fund	786036.19	913.45	359,586.00	75,455.34	652,784.68	492,837.51
FICA/Medicare Fund	-192013.6	89.48	492,745.26	94,737.89	760,803.41	(460,071.75)
Capital Projects Fund	-200617.22	-	1,222,967.53	-	-	1,022,350.31
Capital Referendum Fund	98920280.28	95,498.75	1,404,133.97	2,037,123.29	68,518,504.50	31,805,909.75
Working Cash Fund	11697549.68	169.68	252,641.96	-	-	11,950,191.64
Life Safety Fund	8,629.05	-	37.99	-	-	8,667.04
	<u>\$122,249,139.90</u>	<u>\$1,749,486.61</u>	<u>\$64,930,606.38</u>	<u>\$10,381,838.56</u>	<u>\$139,093,998.17</u>	<u>\$48,085,748.11</u>

Cash and Investments

General Checking	\$2,825,578.66
Petty Cash	\$1,250.00
Imprest	\$1,105.34
Medical Insurance Account	\$1,052,720.48
Flexible Reserve Account	\$230,723.36
E-Pay Fee Account	\$10,499.37
Forte Student Fee Account	\$13,280.53
Investments:	
Money Market	16,619,054.98
Government Obligations	7,480,871.64
Certificates of Deposit	<u>20,082,400.00</u>
Total Investments	<u>44,182,326.62</u>
Total Cash and Investments	\$48,317,484.36

Other Assets and Liabilities

Payroll Prepays (Liabilities)	<u>(231,736.25)</u>
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Fund Balance	<u>\$48,085,748.11</u>
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DOWNERS GROVE SCHOOL DISTRICT #58
Cash and Investments by Fund
March 31, 2026

	Cash	Petty Cash	Imprest	Medical Insurance	Flexible Reserve	Illinois E-Pay Fees	Student Fees	Forte Student Fees	Investments	Total Cash & Investments	Payroll Liabilities/Prepays	Other Assets/ Liabilities	Fund Balance
Cash and Investments per General Ledger:													
Educational Fund	(\$1,348,757.27)	\$1,250.00	\$15,832.04			(\$8,251.63)	(\$67,402.00)	\$13,280.53	\$11,476,223.17	\$10,082,174.84	(\$214,631.77)	(\$8,000,000.00)	\$1,867,543.07
Medical Insurance Reserve Fund				\$1,052,720.48	\$230,723.36				1,185,436.03	2,468,879.87			2,468,879.87
Operations & Maintenance Fund	285,564.40		-939.1						15,154.07	299,779.37	-17104.48	-500000	(217,325.11)
Sinking Fund	654,497.89								5,782.61	660,280.50			660,280.50
Debt Service Fund	(170,857.12)								8755.89	(162,101.23)			(162,101.23)
Transportation Fund	566,383.89		-3950.38			18751	67,402.00			648,586.51		-2000000	(1,351,413.49)
IMRF Fund	986,717.97								6,119.54	992,837.51		-500000	492,837.51
FICA/Medicare Fund	(462,162.83)								2091.08	(460,071.75)			(460,071.75)
Capital Projects Fund	1,032,053.20		-9837.22						134.33	1,022,350.31			1,022,350.31
Capital Referendum Fund	414,356.26								31,391,553.49	31,805,909.75			31,805,909.75
Working Cash Fund	859,149.97								91041.67	950,191.64		\$11,000,000.00	11,950,191.64
Life Safety Fund	8,632.30								34.74	8,667.04			8,667.04
Reconciled Cash and Investments	<u>\$2,825,578.66</u>	<u>\$1,250.00</u>	<u>\$1,105.34</u>	<u>\$1,052,720.48</u>	<u>\$230,723.36</u>	<u>\$10,499.37</u>	<u>-</u>	<u>\$13,280.53</u>	<u>\$44,182,326.62</u>	<u>\$48,317,484.36</u>	<u>(\$231,736.25)</u>	<u>\$0.00</u>	<u>\$48,085,748.11</u>

Prepared by: Terri Carby, CPA 4/8/26

Signed: Dr. Gregory Harris, Treasurer SD58



Downers Grove Grade School District 58

We Envision. We Seek. We Believe.

Grove Children's Preschool

Honoring Our Past, Celebrating Our Future

A Strong Foundation

- 30 years of high quality early childhood services
- In 1996 the preschool opened with 40 students and 1 teacher.
- A focus on program development



Growth Over Time

- Expanded to 180+ serving tuition, PFA and special needs students
- 14+ classroom sections
- Gold Circle of Quality designation
- Strong reputation for preparing all students for school success



A New Chapter..New Opportunities

- Dedicated location
- Centralized services
- Stronger collaboration
- Increased service flexibility
- Resource efficiency



Planning for the Future

- Natural opportunity for review and refinement
- Focus on our new cohesive identity
- Reduce redundancy
- Modernize name
- Maintain strong recognition and district alignment





Downers Grove Grade School District 58

We Envision. We Seek. We Believe.

Grove Preschool

Proposed Name Change

Timing & Other Considerations

- Minimal to cost neutral change
 - Signage needs
 - Electronic materials
- Simpler name = clearer communication
- Reflects our new identity while remaining true to our roots
- No duplicate preschool names in Illinois



Next Steps

We hope to seek formal Board approval in May of 2026

Questions?





Downers Grove Grade School District 58

We Envision. We Seek. We Believe.

Middle School Athletics and Activities Update

Review of February Curriculum Workshop

- Share detailed view of our current offerings and compare them with conference schools
- Communicate on this topic publicly
- Initial conversation about 6th grade participation in sports and activities

*Please see the February 23, 2026 Curriculum Workshop presentation in BoardBook.



Middle School Participation

Current estimated districtwide (7th and 8th grade) participation in conference sports/activities and chamber music groups:

- Approximately 350 students participate in one activity
- Approximately 170 students participate in two activities
- Approximately 50 students participate in three activities
- Approximately 15 students participate in four or more activities



Overview of Tonight's Discussion

- Final Recommendation and Rationale regarding the following:
 - Opportunities for students in sports, activities and co-curricular music ensembles
 - Current Offerings
 - Expanded Offerings
 - Proposed participation fees for specific sports and co-curricular music ensembles



Athletic/Conference Opportunities

- 6th Grade Students:
 - All currently offered non-cut sports and activities (cross country, wrestling, track, chess, scholastic bowl, intramurals)
- 7th and 8th Grade Students:
 - All currently offered non-cut sports and activities (cross country, wrestling, track, chess, scholastic bowl, intramurals)
 - All currently offered Cut Sports and activities (basketball, volleyball, soccer, cheerleading)



Additional Opportunities for all students

- Intramurals
 - Plans to rebuild and revitalize intramural sports offerings at the middle schools beginning in 2026-27
- Additional Clubs
 - Plans to offer additional clubs (considering 2-3) at each middle school with the addition of 6th grade
- Student Voice
 - Plans to survey current 5th-7th graders regarding sports they would like to see as intramural offerings and clubs they would like to join



Music Opportunities for Students

- 6th Grade Students
 - Band, Choir and Orchestra during the school day
- 7th and 8th Grade Students
 - Band, Choir and Orchestra during the school day
 - Auditioned Co-Curricular Ensembles that meet prior to the start of the student day (Chamber Choir/OMS Singers, Chamber Strings, Jazz Band)
- *The annual musical production is treated as an activity that all students are welcome to participate in, with some roles auditioned but opportunities to contribute for all interested students, whether on or off stage*



Rationale for 6th Grade Recommendations

- District 58 has traditionally sought to increase student opportunities in ways that do not inadvertently limit opportunities for other students.
- While sixth grade students may be on junior varsity teams in some of the schools in our conference, there are significant size differences in the schools.
- The proposed offerings will provide sixth grade students with a significant increase in opportunities during their sixth grade year as a part of the middle school, and additional opportunities in seventh and eighth grade.
- We want to maintain a middle school philosophy that bridges an “all participants” experience prior to the high school experience that is more significantly a cut-based experience. This progression serves that purpose.



Proposed Sport/Co-Curricular Music Fees

- As discussed in February, many local school districts charge a nominal fee for students to participate in sports, SDEAA activities and co-curricular music. The fee is not intended to cover the entire per-student cost of each sport/activity, but to subsidize the District's expense
- We propose a \$50/student participation fee for "cut" sports and activities (basketball, volleyball, soccer, cheerleading)
- We propose a \$25/student participation fee for "non-cut" sports, activities, and co-curricular music (cross country, track and field, wrestling, chess, scholastic bowl, jazz band, chamber strings, chamber choir/OMS singers)



Next Steps

- Board Approval of fees in May
- Communication of specific student opportunities in parent newsletters, district newsletters, and websites in the coming weeks (prior to the future Senator and Spartan nights in early May).
- Systematic review during 2026-27 school year of student offerings, participation, and overall involvement and experience to determine offerings and opportunities for future years





Downers Grove Grade School District 58

We Envision. We Seek. We Believe.

Discussion/Questions

Downers Grove Grade School District 58

4/13/2026

List of Bills - Expenditures

Education Fund (Fund 10)	List of Bills	\$ 907,890.33
	Imprest Checks	\$ 2,629.19
	Revolving/Voucher	\$ 214.41
	District Credit Card	\$ 1,039.86
Operations & Maintenance Fund (Fund 20)	List of Bills	\$ 148,830.74
	Revolving/Voucher	\$ -
	District Credit Card	\$ 415.72
	Imprest Checks	\$ -
Debt Services (Fund 30)	List of Bills	\$ 24,762.65
Transportation Fund (Fund 40)	List of Bills	\$ 698,891.59
	Imprest Checks	\$ -
IMRF (Fund 50)	List of Bills	\$ -
FICA/Medicare Fund (Fund 51)	List of Bills	\$ -
Site & Construction Fund/Capital Projects (Fund 60)	List of Bills	\$ -
	Imprest Checks	\$ -
Capital Referendum (Fund 61)	List of Bills	\$ 1,630,125.34
	Revolving Voucher	\$ -
Working Cash Fund (Fund 70)	List of Bills	\$ -
Fire & Safety Fund (Fund 90)	List of Bills	\$ -
Medical Insurance Reserve Fund (Fund 13)	List of Bills	\$ -
	Revolving Voucher	\$ 139,208.02
Sinking Fund (Fund 21)		
	Total	<u>\$ 3,554,007.85</u>

Above is a summary of the bills and obligations prepared for payment on April 13, 2026. We certify this to be a correct copy of the payments authorized and approved as shown by the minutes of the Board of Education of Downers Grove Grade School District 58, at its regular Board meeting of April 13, 2026.

District 58 Board of Education President
Darren Hughes

District 58 Board Secretary
Melissa Jerves

Memo To: Kevin Russell, Superintendent of Schools
 From: Pat Houlihan, Personnel Secretary
 Subject: Personnel Report, District 58

Personnel Report

Administrator- Resignation

	<u>Effective</u>	<u>Location, Position</u>
Mark Leipart	6/30/26	Henry Puffer, Principal

Certified Staff - Assignment

	<u>Effective</u>	<u>Location, Position</u>	<u>Salary</u>
Amy Baker (Recall - 1.0 FTE)	8/24/2026	ES/FA/LE/ON, School Nurse	\$93,439.00
Margaret Casey	8/17/2026	Herrick MS, School Counselor	\$64,518.00
Gina Mach	8/17/2026	Whittier, Reading Specialist	\$83,984.00
Kimberly Malave-Flavin	8/17/2026	IT/HE, Psychologist	\$99,558.00
Brianna McKinley	8/17/2026	PD/WH, Psychologist	\$99,558.00
Megan Schnitker	8/24/2026	Hillcrest, DLP Teacher	\$97,333.00
Sara Soelberg (LOA 4/13/26-6/9/26)	4/13/2026	Hillcrest, Teacher	\$12,068.79
Cynthia Stewart	8/17/2026	Indian Trail, Reading Specialist	\$86,209.00
Katerina Vassos	8/27/2026	Lester, Social Work Intern	\$5,400.00 (stipend)

Certified - Family Medical Leave of Absence

	<u>Effective</u>	<u>Location, Position</u>
Kathleen Aggen	8/31/2026	Indian Trail, Interventionist
Theresa Farrell	8/24/2026	Multiple Schools, Band Director
Ashley Honn	8/31/2026	Henry Puffer, Library Teacher
Maggie Resillez	8/24/2026	Kingsley, Special Ed Teacher

SUBJECT: Personnel Report, District 58 - Continued

Marguerite Sabatino	8/24/2026	Highland, Classroom Teacher
Hayley Soderlund	10/5/2026	Henry Puffer, Interventionist
Eareen Yambao	8/24/2026	Herrick, Vocal Music Teacher

Certified - Extended Unpaid Leave of Absence

	<u>Effective</u>	<u>Location, Position</u>
Marguerite Sabatino	11/19/26-6/8/27	Highland, Classroom Teacher

Support Staff - Assignment

	<u>Effective</u>	<u>Location, Position</u>	<u>Salary</u>
Briana Foor	4/6/26	Herrick MS, Instructional Asst. RISE	\$18.06/hr

Support Staff - Resignation

	<u>Effective</u>	<u>Location, Position</u>
Dana Cox	3/26/26	Herrick MS, Instructional Asst, RISE
Michelle Schmidt	6/8/26	Multiple, Occupational Therapist

Custodial/Maintenance Staff - Assignment

	<u>Effective</u>	<u>Location, Position</u>	<u>Salary</u>
Allison Lococo	3/12/26	Lester, Part-time Night Custodian	\$17.89/hr

Custodial/Maintenance Staff - Retirement

	<u>Effective</u>	<u>Location, Position</u>
Angela Rybarczyk	12/31/26	O'Neill, Night Custodian

Instructional Assistant Stipends

Herrick	Position	Stipend
Briana Foor	RISE	\$483.87 (prorated)



Downers Grove Grade School District 58
We Envision. We Seek. We Believe.

Downers Grove Grade School District 58
850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

Dr. Kevin B. Russell, Superintendent
krussell@dg58.org | 630-719-5800

MEMORANDUM

Office of the Superintendent

TO: The District 58 Board of Education

FROM: Dr. Kevin B. Russell, Superintendent

DATE: April 13, 2026

RE: Intergovernmental Agreement with the Village of Woodridge re: the 75th Street Corridor TIF

Background Information:

For the last several months, I have updated the Board on the Village of Woodridge's proposal to establish a new Tax Increment Financing (TIF) District along the 75th Street corridor. Attached to this memo is a map of the TIF area approved by the Village of Woodridge. The District's goal throughout this process has been to collaborate with the Village of Woodridge and the other impacted school districts—Districts 99, 66, and 68—to ensure our community's tax revenue and student interests are protected. District 58 has the smallest area in the TIF (NE corner of 75th Street and Woodward Ave., which includes Windsor Lakes Apartments).

Administrative Considerations:

Negotiation Progress & the IGA

While District 58 is less impacted by potential residential development than some of our neighboring school districts (Community High School District 99 and Center Cass District 66), we have been active in negotiating an Intergovernmental Agreement (IGA) to mitigate the financial exposure. I am pleased to share that these negotiations have resulted in a final IGA that addresses our primary concerns. District 99's legal counsel (Franczek) has reviewed the terms and believes this represents a fair and protective deal for the impacted school districts. District 99's counsel took the lead on the IGA since it encompasses the entire TIF area. Please note that a village can pass a TIF without approval from a school district and is under no obligation to enter into an IGA. Additionally, it is highly unlikely that new residential developments will take place in District 58's portion of the TIF.

Key Financial Protections for District 58

Under the terms of the final agreement received on March 4, 2026, the District will receive several specific revenue streams from the TIF increment:

- Annual declaration and redistribution of TIF surplus funds (8% of increment)
- Residential development reimbursement to elementary school districts (18% of increment) (if new non-age-restricted residential property is developed)
- Potential reimbursement of school district capital costs resulting from TIF development (if new non-age-restricted residential property is developed)
- Extraordinary enrollment impact review and potential additional reimbursement (if new non-age-restricted residential property is developed)
- Developer impact fees for school facilities and infrastructure
- Protection of bond referendum tax rate increases for school districts
- Required transparency and reporting of TIF financial information to taxing districts

This agreement ensures that we remain a good community partner while fulfilling our responsibility to preserve revenue for our students and staff. I look forward to discussing this with you further and recommending the Board's approval at our upcoming meeting.

Administrative Recommendation:

Approve the IGA with the Village of Woodridge regarding the 75th Street Corridor. Please note that the superintendents from the other three districts will also seek approval of the IGA at their April Board meetings.

INTERGOVERNMENTAL AGREEMENT

by and between
VILLAGE OF WOODRIDGE, DUPAGE, WILL, AND COOK COUNTIES, ILLINOIS
WOODRIDGE TAX 75TH STREET CORRIDOR
TAX INCREMENT FINANCING (TIF) DISTRICT
and
CENTER CASS GRADE SCHOOL DISTRICT #66
and
COMMUNITY HIGH SCHOOL DISTRICT #99
and
DOWNERS GROVE GRADE SCHOOL DISTRICT #58
and
WOODRIDGE GRADE SCHOOL DISTRICT #68
and
WOODRIDGE PUBLIC LIBRARY DISTRICT
and
DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT
and
LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
and
COLLEGE OF DUPAGE #502
and
DOWNERS GROVE TOWNSHIP
and
LISLE TOWNSHIP
and
COUNTY OF DUPAGE
and
DOWNERS GROVE PARK DISTRICT
and
WOODRIDGE PARK DISTRICT

_____, 2026

INTERGOVERNMENTAL AGREEMENT
by and between
VILLAGE OF WOODRIDGE, DUPAGE, WILL, AND COOK COUNTIES, ILLINOIS
WOODRIDGE TAX 75TH STREET CORRIDOR
TAX INCREMENT FINANCING (TIF) DISTRICT
and
CENTER CASS GRADE SCHOOL DISTRICT #66
and
COMMUNITY HIGH SCHOOL DISTRICT #99
and
DOWNERS GROVE GRADE SCHOOL DISTRICT #58
and
WOODRIDGE GRADE SCHOOL DISTRICT #68
and
WOODRIDGE PUBLIC LIBRARY DISTRICT
and
DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT
and
LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
and
COLLEGE OF DUPAGE #502
and
DOWNERS GROVE TOWNSHIP
and
LISLE TOWNSHIP
and
COUNTY OF DUPAGE
and
DOWNERS GROVE PARK DISTRICT
and
WOODRIDGE PARK DISTRICT

This Intergovernmental Agreement is entered into this _____ day of _____, 2026, by and between the **Village of Woodridge**, DuPage, Will, and Cook Counties, Illinois, an Illinois Home-Rule Municipal Corporation (the “Village”) and: **Center Cass Grade School District #66**, a duly organized Illinois School District; **Community High School District #99**, a duly organized Illinois School District; **Downers Grove Grade School District #58**, a duly organized Illinois School District; **Woodridge Grade School District #68**, a duly organized Illinois School District; **Woodridge Public Library District**, a duly organized Illinois Library District; **Darien-Woodridge Fire Protection District**, a duly organized Illinois Fire Protection District; **Lisle-Woodridge Fire Protection District**, a duly organized Illinois Fire Protection District; **College of DuPage #502**, a duly organized Illinois Community College District; **Downers Grove Township** (including the Township Road and Bridge Fund), a duly organized Illinois township; **Lisle Township** (including the Township Road and Bridge Fund), a duly organized Illinois Township; **County of DuPage**, a duly organized Illinois County; **Downers Grove Park District**, a duly organized Illinois Park District; and **Woodridge Park District**, a duly organized Illinois Park District (collectively the “**Taxing Districts**”), pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes. For convenience, the

Village and the Taxing Districts may herein be referred to as the “Parties.”

PREAMBLE

WHEREAS, the Village is a municipal corporation organized under the constitution and statutes of the State of Illinois; and

WHEREAS, Center Cass Grade School District #66 is a public school district organized under the statutes of the State of Illinois; and

WHEREAS, Community High School District #99 is a public school district organized under the statutes of the State of Illinois; and

WHEREAS, Downers Grove Grade School District #58 is a public school district organized under the statutes of the State of Illinois; and

WHEREAS, Woodridge Grade School District #68 is a public school district organized under the statutes of the State of Illinois; and

WHEREAS, the Woodridge Public Library District is a library district organized under the statutes of the State of Illinois; and

WHEREAS, the Darien-Woodridge Fire Protection District is a fire protection district organized under the statutes of the State of Illinois; and

WHEREAS, the Lisle-Woodridge Fire Protection District is a fire protection district organized under the statutes of the State of Illinois; and

WHEREAS, the College of DuPage #502 is a community college district organized under the statutes of the State of Illinois; and

WHEREAS, Downers Grove Township, including the Township Road and Bridge Fund, is a township district organized under the statutes of the State of Illinois; and

WHEREAS, the Lisle Township, including the Township Road and Bridge Fund, is a township district organized under the statutes of the State of Illinois; and

WHEREAS, the County of DuPage is a county unit of government organized under the statutes of the State of Illinois; and

WHEREAS, the Downers Grove Park District is a municipal corporation organized as a Park District under the Statutes of the State of Illinois; and

WHEREAS, the Woodridge Park District is a municipal corporation organized as a Park District under the Statutes of the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by taxing districts and municipalities as well as other public bodies politic; and

WHEREAS, the Village has the authority under the Expenses for Economic Development Act (65 ILCS 5/8-1-2.5), to appropriate and expend funds for economic development purposes, including, but not limited to, the making of grants to other governmental entities that is deemed necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et. seq. and the "TIF Act"), provides authority to an Illinois municipality to enter into all contracts necessary or incidental to the implementation and furtherance of its redevelopment plan and project; and

WHEREAS, the Village intends to adopt a Redevelopment Plan and Projects and designate a Redevelopment Project Area pursuant to the TIF Act for the 75th Street Corridor Tax Increment Financing (TIF) District (the "TIF District"), which area is located within the Taxing Districts; and

WHEREAS, pursuant to Section 5/11-74.4-3(t) of the TIF Act, "**Taxing Districts**" means counties, townships, cities and incorporated towns and villages, school, road, park, sanitary, mosquito abatement, forest preserve, public health, fire protection, river conservancy, tuberculosis sanitarium and any other municipal corporations or districts with the power to levy taxes; and

WHEREAS, pursuant to Section 65 ILCS 5/11-74.4-8(a) of the TIF Act, the portion of taxes levied upon each taxable lot, block, tract or parcel of real property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the redevelopment project area shall be allocated to and when collected shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing; and

WHEREAS, pursuant to Section 5/11-74.4-8 of the TIF Act and the Illinois School Code by which Illinois public schools currently receive funding through the Evidence Based Funding Formula, no part of the current equalized assessed valuation of each property in the redevelopment project area attributable to any increase above the total initial equalized assessed value, or the total initial equalized assessed value as adjusted, of such properties shall be used in calculating the general State school aid formula, provided for in Section 18-8 of the School Code, until such time as the TIF District has ended; and

WHEREAS, pursuant to Section 11-74.4-7 of the TIF Act, any pledge of funds in the special tax allocation fund shall provide for distribution to the taxing districts of moneys not required, pledged, earmarked, or otherwise designated for payment and securing of the obligations and anticipated redevelopment project costs and such excess funds shall be calculated annually and deemed to be "surplus" funds; and

WHEREAS, pursuant to the proposed TIF District Redevelopment Plan and Projects and the TIF Act the Village shall on an annual basis during the life of the TIF District set aside from the 75th Street Corridor TIF District Special Tax Allocation Fund (the “TIF Fund”) and declare as surplus funds such incremental property tax revenues as set forth in *Section “A”* of this Intergovernmental Agreement; and

WHEREAS, such TIF Surplus Funds annually declared by the Village shall be returned to the County Collector for redistribution to the Taxing Districts in lieu of reimbursing a portion of the anticipated capital costs for which the Village could otherwise reimburse to Taxing Districts incurring such capital costs in furtherance of the goals and objectives of the TIF District Redevelopment Plan and Projects; and

WHEREAS, any payments provided for hereunder are not payments in lieu of taxes as defined by the TIF Act; and

WHEREAS, this Agreement is subject to and contingent in its entirety on the Village’s successful establishment of the 75th Street Corridor TIF District; and

WHEREAS, pursuant to the *Anticipated Measures to Address Financial Impact* cited in the proposed TIF District Redevelopment Plan, the Village has determined that it wishes to reduce the perceived impact on the real estate tax base of the Taxing Bodies from the establishment of the TIF District as described below; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement for their mutual benefit and the benefit of the citizens and taxpayers of each of the Parties, and to resolve any differences over the TIF District Redevelopment Plan and Projects, designation of the Project Area, and adoption of tax increment financing and, therefore through this Agreement, mutually provide for the best interests of their communities and constituents; and

WHEREAS, the Parties hereby declare that this Agreement is adopted pursuant to the 1970 Illinois Constitution, Article VII, Section 10; the Tax Increment Allocation Redevelopment Act (*65 ILCS 5/11-74.4-1 et. seq.*) and other applicable statutes.

AGREEMENTS

NOW THEREFORE, in consideration of the statements and findings hereinafter set forth, the mutual covenants herein contained, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereto find that all of the recitals contained in the preamble to this Agreement are full, true and correct and incorporate them into this Agreement by this reference and further agree as follows:

A. ANNUAL DECLARATION OF TIF SURPLUS FUNDS

1. **Annual Declaration of TIF Surplus Funds:** The Parties acknowledge that the Village shall during the life of the TIF district, by municipal ordinance annually declare a portion of the incremental real estate tax revenues (the “TIF Increment”) generated within the TIF District as “TIF Surplus Funds” pursuant

to *Section 11-74.4-7* of the TIF Act and in the manner set forth below:

- a. On an annual basis and during the life of the TIF District the Village shall set aside from the 75th Street Corridor TIF District Special Tax Allocation Fund ("TIF Fund") and declare as TIF Surplus Funds **Eight (8.0%)** of the annual incremental property tax revenues received by the Village from DuPage County as may be generated within the TIF District Redevelopment Project Area, and shall promptly return such percentage of TIF Surplus Funds allocation to the County Collector for redistribution to the affected taxing districts on a pro-rata basis as provided in the TIF Act.
- b. **Specific Parcel TIF Surplus Funds Designation.** In lieu of the TIF Surplus Funds designation specified in *Subparagraph "a"* above, the Village shall annually declare TIF Surplus Funds in the sum of **One Hundred Percent (100.0%)** of the annual incremental property taxes received by the Village from DuPage County as may be generated from those parcels with **PIN 0825200009** (currently common address of 2340 75th Street) and **PIN 0930401135** (currently common address of 1335 75th Street).

In lieu of the TIF Surplus Funds designation specified in *Subparagraph "a"* above, the Village shall annually declare TIF Surplus Funds in the sum of **Twenty-Five Percent (25.0%)** of the annual incremental property taxes received by the Village from DuPage County as may be generated from the parcels identified below:

1. **PIN 0825307040** (Current common address of 2401-57 W 75th Street);
2. **PIN 0825307028** (Current common address of 7500 Janes Avenue);
3. **PIN 0825110009** (Current common address of 7400 Janes Avenue);
4. **PIN 0825400035** and **PIN 0825400036** (Current common address of 7515 Janes Avenue).

For all Additional TIF Surplus parcels identified in this *Subparagraph "b"* the Additional TIF Surplus Funds shall be annually declared and returned to DuPage County for redistribution to the affected Taxing Districts provided that such parcel(s) does not have a Village agreed and approved redevelopment agreement in effect at the time the TIF Surplus Funds are annually declared.

All TIF Surplus Funds in the TIF Fund as may be received by the Village shall be distributed no later than annually within 180 days after the close of the Village's fiscal year by being paid by the Village Treasurer to the County Collector in direct proportion to the tax incremental revenue received as a result of an increase in the equalized assessed value of property in the redevelopment project area. The County Collector shall thereafter make distribution to the respective Taxing Districts in the same manner and proportion as the most recent distribution by the County

Collector to affected taxing districts of real property taxes from real property in the redevelopment project area.

- c. If a refund or reimbursement of tax increment is potentially due from the Village's Special Tax Allocation Fund for any reason, including but not limited to any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom for any property located within the TIF District Redevelopment Project Area, the Village may at its sole discretion withhold a proportional amount of the TIF Surplus Funds in question that are due the Taxing Districts hereunder until the time such action is resolved.
- d. The Village shall have the right to unilaterally declare this TIF Surplus Funds provision null and void and no declaration of such TIF Surplus Funds shall be made by the Village in any year during the life of the TIF District in which the establishment or annual administration of the TIF District is, in any manner, being challenged in a court of law.
- e. Without prejudice to any other right or claim which the Taxing Districts may have against the Village, the Taxing Districts hereby waive any claim under the statutory provision of the TIF Act for any other TIF funds unless otherwise agreed to in writing with the Village.
- f. Pursuant to *Section 5/11-74.4-3 (g)(7)* of the TIF Act and notwithstanding anything in this Agreement to the contrary, the Village hereby reserves the authority in the Village's sole discretion to separately reimburse all or a portion of a taxing district's capital costs that are incurred or are to be incurred within a taxing district for which such capital costs: (i) result from the TIF District redevelopment project; (ii) are in furtherance of the objectives of the TIF District redevelopment plan and project; and (iii) are the subject of a written agreement that is accepted and approved by the Village.

B. REIMBURSEMENT OF CAPITAL COSTS

Pursuant to *Section 5/11-74.4-3(u)* of the TIF Act, "**Taxing districts' capital costs**" means those costs of taxing districts for capital improvements that are found by the municipal corporate authorities to be necessary and directly result from the redevelopment project.

- 1. **Capital Cost Reimbursements.** The Parties agree that the Village may approve Intergovernmental Agreements with a taxing district during the life of the TIF District if additional impact(s) are found by the Village to have resulted from development within the Redevelopment Project Area. Furthermore, if any portion of the Village's TIF funds are paid as a reimbursement for additional capital costs that a taxing district(s) incurs and as may be attributable to development occurring within the TIF District, the taxing district(s) shall be required to provide the Village with an accounting of said capital costs as part of an ongoing impact analysis.

2. **Bond Referendum Tax Rate.** The Parties agree that upon an increase in a Taxing District's total real estate tax rate as the result of a Bond Referendum passed and approved by the voters of the Taxing District during the life of the TIF District and in accordance with applicable law, the Village agrees to set aside annually within the 75th Street Corridor TIF District Special Tax Allocation Fund a sum equal to the real estate tax increase generated as a direct result of the increase in the Taxing District's real estate tax rate over its operating rate and bond rate(s) levied prior to this Agreement and as a consequence of said approved Bond Referendum approved after this Agreement and shall distribute said sum to that Taxing District for the reimbursement of capital costs as described below. The Parties agree that the term "*operating tax rate*" as used herein for school districts shall have the same meaning as that set forth in the Evidence-Based Funding for Student Success statute of the School Code of Illinois (105 ILCS 5/18-8.15 (a)(4)).

3. **Reimbursement of Capital Costs for New Residential Construction.** The Parties agree and the Village Board has determined that the construction of certain **new residential development** within the boundaries of the TIF District may result in a net increase in enrollment for one more School District(s) and thereby cause the School District to incur increased capital costs with regard to school buildings and facilities and thereby result in the need for additional capital improvements which are necessary and directly result from the redevelopment projects. Therefore, with regard to any private redevelopment project that has a redevelopment agreement approved by the Village that provides TIF assistance, for which new, **non-age-restricted housing** is constructed during the life of the TIF District, the

Village shall in addition to an annual declaration of TIF Surplus Funds as provided in **Section "A"** of this Agreement:

- a. Reimburse the affected secondary school district **Nine Percent (9%)** of the total amount of property tax increment revenue produced by those non-age-restricted housing units that have received tax increment finance assistance pursuant to the TIF Act within the TIF District Redevelopment Project Area and within said secondary school district; and
- b. Reimburse the affected elementary school district **Eighteen Percent (18%)** of the total amount of property tax increment revenue produced by those non-age-restricted housing units that have received tax increment finance assistance pursuant to the TIF Act within the TIF District Redevelopment Project Area and within said elementary school district; and
- c. Annual reimbursements payable by the Village to affected secondary and elementary school districts pursuant to **Sections "B(3)(a) and B(3)(b)"** above shall not exceed **Twenty-Seven Percent (27.0%)** in the aggregate of the total amount of property tax increment revenue produced by those non-age-restricted housing units that have received tax increment finance assistance pursuant to the TIF Act within the TIF District Redevelopment Project Area and within said secondary school district, unless this agreement is amended pursuant to **Section "D(4)"** below, or such additional assistance is approved by the affected parties in a separate

Intergovernmental Agreement.

- d. For the avoidance of doubt, the Village and the affected school districts agree that for new , non-age restricted housing constructed during the life of the TIF District, the annual reimbursements provided for in Sections B(3)(a) and B(3)(b), and the proportionate amounts obligated to the schools as part of the annual TIF Surplus Funds determined pursuant to Section A(1)(a), shall be determined and payable by the Village solely from annual incremental property tax revenues received by the Village from DuPage County. Therefore, notwithstanding reimbursements payable by the Village pursuant to Section B(2), if any, the amount of gross real estate tax increment herein obligated by the Village as may be received from such new, non-age restricted housing for affected secondary and elementary school districts pursuant to Sections A(1)(a), B(3)(a), and B(3)(b) above shall not cumulatively exceed Thirty Five Percent (35%).
- e. The Village and the affected school districts further agree that should new residential development cause an extraordinary impact on one or more of the affected school districts, the school district(s) may present the Village with evidence of such impact, including a report from a third party consultant, and the Village will make a good faith effort to provide additional reimbursement to address such impact to the extent such additional real estate tax increment generated by new, non-age restricted residential development within the affected real estate tax code is available.

“Age-restricted housing” is herein defined as residential housing that legally limits residency based on age, to people 55 or older, and is specifically designed to accommodate the lifestyle needs of older adults.

“New residential development” is herein defined as residential housing constructed on undeveloped or vacant land (such as a former golf course), residential housing constructed on land recently cleared of some other improvements through demolition or the removal of the prior improvements, and existing residential housing renovated or rehabilitated to the extent that an independent objective observer would consider the residential housing to be essentially new given the extent of the renovation or rehabilitation.

A School District shall use all TIF funds described in this *Paragraph “B(3)”* for **“capital costs”** and job training costs (defined below) relating to any facility and/or educational program of the School District which serves students who reside within the Village of Woodridge. For purposes of this Agreement, the term *“capital costs”* shall mean expenditures for the purchase, rental, or use of *“capital assets”* or *“non-capitalized equipment”* as those terms are defined in the current Illinois State Board of Education Regulations. Examples of *“capital costs”* may include:

- a. Acquisition of land to serve the immediate or future needs of children from the development;
- b. Improvement to any existing school site which already serves such needs;

- c. Development of classrooms, parking lots, sidewalks, traffic signals, internal roadways, connections with water, sewer and electrical lines; playgrounds; recreation grounds and athletic fields;
- d. Construction, remodeling or renovation of school facilities;
- e. Purchase and prefabrication of classroom units;
- f. Material, goods or equipment having a depreciable life of more than 1-year;
- g. Buses, maintenance equipment, office equipment, district vehicles, or playground equipment;
- h. Any other capital equipment deemed necessary by the School District; and
- i. Any expenditures associated with advanced vocational education programs such as Vocational Building Trades.

C. DEVELOPMENT IMPACT FEES

Pursuant to the Illinois Municipal Code (*65 ILCS 5/11-12-5*) and *Section 31A-3* of the Village Code, as well as Title 10 entitled “*Subdivisions*,” Chapter 5 entitled “*Required Improvements*,” Section 12 entitled “*Dedication of Park Lands and School Donations*,” the Village shall include language in Private Redevelopment Agreements that are executed for private redevelopment projects within the TIF District a requirement for such applicable “Impact Fees,” including but not limited to, cash donations or impact fees payable by a Developer contribution to be used specifically for construction of school buildings or other infrastructure necessitated by said new development.

D. GENERAL PROVISIONS

1. **Binding Effect:** This Agreement shall be binding on the Parties and their respective successors, including successors in office. Should any of the Taxing Districts merge with another Taxing District, this Agreement shall apply to the successor Taxing District. Further, should any of the Taxing Districts not approve or sign this Agreement, the Agreement shall bind those Taxing Districts that approve or sign the Agreement, despite the failure to approve the Agreement by any other Taxing District(s) except that the Parties hereby specifically acknowledge, notwithstanding anything herein to the contrary, that the Village’s approval and execution of this Agreement is subject to the school districts, library district, park districts, and fire protection districts executing this Agreement on or before May 1, 2026, or this agreement automatically becomes null and void absent a mutually agreeable amendment.
2. **Governing Law:** This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
3. **Term:** This Agreement shall become effective upon its execution by the Taxing Districts and shall remain in effect until either the Village adopts an Ordinance dissolving the TIF District, or until the termination of the TIF District as adopted in the Redevelopment Plan, whichever is earlier.

4. **Amendments, Waivers, Modifications:** No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the parties as required by law.
5. **Real Estate Tax Increment Information:** The Administrators of this TIF District Redevelopment Plan and the Village agree to provide the Taxing Districts with information developed to establish the initial equalized assessed valuation of the TIF District and the calculations for successive years' computation of the real estate increment for the TIF District as a whole. The Administrators further agree to provide the Taxing Districts with a copy of the TIF Annual Report when it is presented to the Village Board and such other documents or information required by law to be provided to the Taxing Districts.
6. **Enforcement:** The Parties agree that in the event any Party to this Agreement fails to perform or avoids its obligations hereunder, any Party not in breach may initiate an action in the local circuit court to enforce the terms and conditions set forth herein and shall be permitted to assess all costs and reasonable attorneys' fees incurred by reason of such enforcement action against the Party in breach, which costs and reasonable attorneys' fees shall be promptly paid.
7. **Waiver of Objections:** The Taxing Districts by their execution and approval of this Agreement hereby waive forever any and all right to directly or indirectly set aside, modify or contest in any manner the establishment or administration of the TIF District including the Redevelopment Plan, Projects and Area as proposed and approved by the Village. The Taxing Districts further acknowledge that the Village shall not declare TIF Surplus Funds or reimburse Capital Costs for new, non-age restricted development during any year in which the establishment or qualifications of the TIF District is the subject of a legal challenge. Furthermore, the Taxing Districts may not contest, challenge or otherwise object to the calculation of any surplus funds or capital costs reimbursement declared by the Village hereunder, after a period that is one year from the date said payment of surplus funds is issued by the County to the Taxing Districts. Nothing contained herein is to be construed to give the Taxing Districts any right to participate in the administration of the TIF District Redevelopment Plan or Projects. This waiver does not limit or prohibit the Taxing Districts from contesting the Village's distribution of TIF Funds as it relates to this Agreement. In the event the Village fails to perform any obligations within this Agreement, this *Paragraph "D (7)"* is null and void.
8. **Indemnification and Non-waiver:** Each Taxing District individually shall indemnify and hold harmless the Village, its agents, board members, attorneys, officers, representatives, and employees (in both their individual and official capacities) against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses (including any liabilities, judgments, costs and expenses, expert witness fees and costs of investigations, and reasonable attorneys' fees) which may arise directly or indirectly from (i) from any default or breach of the terms of this Agreement by the Taxing District; or (ii) from any reckless or willful misconduct of the Taxing District or any of

its contractors, subcontractors or agents or employees thereof (so long as such contractor, subcontractor or agent or employee is hired by the Taxing District). This paragraph shall not apply, and the Taxing District shall have no obligation whatsoever, with respect to any acts of reckless or willful misconduct on the part of the Village or any of its officers, agents, employees, or contractors.

- a. The Village covenants and agrees to defend, indemnify and hold the Taxing Districts and their officers, board members, attorneys, agents, employees and representatives (in both their individual and official capacities) harmless from all claims, suits, costs or expenses, or other causes of action of any kind (including expert witness and attorney's fees, and costs of investigations) ("Loss") of defending any claims or actions contesting the validity or legality of the Woodridge 75th Street Corridor TIF District Redevelopment Plan, Project, and Area, or this Agreement. The Village covenants and agrees to indemnify, defend, and hold harmless each Taxing District against any Loss brought against the Taxing District arising from or in connection with the acts or omissions of the Village or its employees or agents related to this Agreement or the Village's breach of this Agreement, provided that said Loss has not been caused by the negligence or misconduct of the respective Taxing District and its employees.
 - b. No Party to this Agreement waives any defenses or immunities it otherwise has under the law, including but not limited to any immunities under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et. seq.*), the State Employee Indemnification Act (5 ILCS 350/1, *et. seq.*), or otherwise provided by law.
9. **Final Payments.** Payments made to the Taxing Districts under this Agreement shall be final and non-refundable once made unless there is an adjustment resulting from any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), or a calculation error in the distribution of funds under this Agreement.
 10. **Prevailing Wage:** The Taxing Districts acknowledge their responsibility for compliance with the Illinois Prevailing Wage Act to the extent such is applicable. The Taxing Districts shall not pay less than the prevailing rate of wages as found by the Village or Illinois Department of Labor to all laborers, workers and mechanics performing construction work paid for in whole or in part with TIF funds received under this Agreement. The Taxing Districts shall indemnify and hold harmless the Village, its officers, officials, agents, and consultants from any and all claims related thereto.
 11. **Complete Agreement:** This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. Each Party acknowledges that no representations have been made which have not been set forth herein.

12. **Titles of Paragraphs:** Titles of the several parts, paragraphs, sections, or articles of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any provisions hereof.
13. **Partial Invalidity:** In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
14. **Notices:** All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

(The remainder of this page is intentionally left blank.)

Village of Woodridge

Attn: Mr. Al Stonitsch, Village Administrator
5 Plaza Dr.
Woodridge, IL 60517

With copy to:

Eric Patt, Village Attorney
Robbins & Dimonte
216 W Higgins Road
Park Ridge, IL 60068

Center Cass Grade School #66

Attn: Dr. Andrew Wise, Supt.
699 Plainfield Rd.
Downers Grove, IL 60516

With copy to:

Community High School #99

Attn: Mr. Hank Thiele, Supt.
6301 Springside Ave
Downers Grove, IL 60516

With copy to:

Downers Grove Grade School #58

Attn: Dr. Kevin Russell, Supt.
850 Curtiss St, Suite 200
Downers Grove, IL 60515

With copy to:

Woodridge Grade School #68

Attn: Dr. Patrick Boncato, Supt.
7925 Janes Ave.
Woodridge, IL 60517

With copy to:

Woodridge Public Library District

Attn: Ms. Patti Naisbitt, Director
3 Plaza Dr.
Woodridge, IL 60517

With copy to:

Darien-Woodridge Fire Protection District

Attn: Mr. Jimmy Lahanis, Fire Chief
7550 Lyman Ave.
Darien, IL 60561

With copy to:

Lisle-Woodridge Fire Protection District

Attn: Mr. Keith Krestan, Fire Chief
1005 School St
Lisle, IL 60532-1866

With copy to:

College of DuPage #502

Attn: Dr. Muddassir Siddiqi, President
425 Farewell Blvd.
Glen Ellyn, IL 60137

With copy to:

Downers Grove Township

Attn: Ms. Kim Savage, Supervisor
4340 Prince St.
Downers Grove, IL 60515

With copy to:

CENTER CASS GRADE SCHOOL DISTRICT #66

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

COMMUNITY HIGH SCHOOL DISTRICT #99

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

DOWNERS GROVE GRADE SCHOOL DISTRICT #58

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

WOODRIDGE GRADE SCHOOL DISTRICT #68

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

WOODRIDGE PUBLIC LIBRARY DISTRICT, an Illinois Library District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

LISLE-WOODRIDGE FIRE PROTECTION DISTRICT, an Illinois Fire Protection District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

COLLEGE OF DUPAGE #502, an Illinois Community College District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

DOWNERS GROVE TOWNSHIP, an Illinois Township District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

LISLE TOWNSHIP, an Illinois Township District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

COUNTY OF DUPAGE, an Illinois County

By: _____
Chairperson, DuPage County Board Date

Attest: _____
Vice-Chair, DuPage County Board Date

DOWNERS GROVE PARK DISTRICT, an Illinois Park District

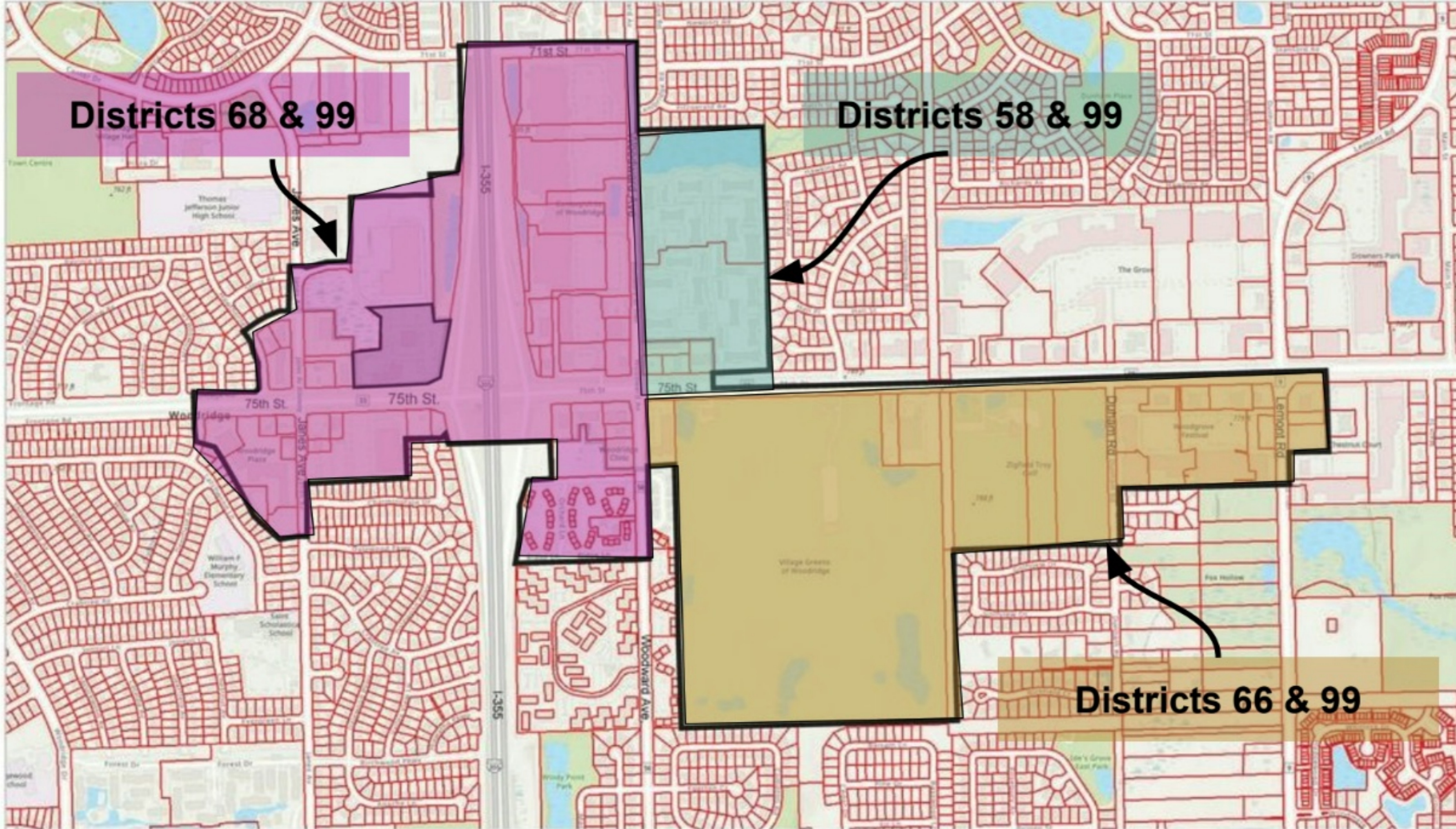
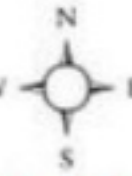
By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date

WOODRIDGE PARK DISTRICT, an Illinois Park District

By: _____
President, Board of Trustees Date

Attest: _____
Secretary, Board of Trustees Date



Districts 68 & 99

Districts 58 & 99

Districts 66 & 99



Downers Grove Grade School District 58
We Envision. We Seek. We Believe.

Downers Grove Grade School District 58
850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

Justin Sisul, Assistant Superintendent for Personnel
jsisul@dg58.org | 630-719-5804

MEMORANDUM

TO: Board of Education, Dr. Kevin Russell

FROM: Justin Sisul, Assistant Superintendent for Personnel and Staff Development

DATE: April 13, 2026

RE: Approval of 2027-28 Calendar

Background Information

Beginning in December of 2023, the Board shifted to a calendar approval process in which we approve the future school year calendars approximately a year and a half in advance. This aligns with District 99's calendar approval process and aids future planning for staff and families. As we discussed in March, District 99 recently adjusted their 2026-27 and future calendars around Thanksgiving week, which prompted our discussion in March. The proposed calendar reflects the Board's discussion, and incorporates feedback from our administrative team and from the DGEEA, which is contractually required.

Administrative Considerations

We have traditionally worked to align our calendar with District 99 to the greatest extent possible; both districts also incorporate the recommendations of the DuPage Regional Office of Education. The 2027-28 calendar will be the first school year that is not impacted by a construction schedule, because all referendum related construction will be completed in District 58 during the summer of 2026. The completion of construction—both because of the project ending and the addition of air conditioning to all District 58 schools—allows us to more fully align with District 99's start and end dates in the 2027-28 school year and beyond.

Bringing the calendar into that alignment does necessitate a shorter summer in 2027. We recall that the summer of 2025 was an exceptionally long summer, with school ending prior to Memorial Day and resuming after Labor Day. The summer of 2027 will offset that longer summer, with school concluding on June 8, 2027 and resuming on August 15, 2027. Subsequent summers will be more consistent in length, as school will conclude on the Friday prior to Memorial Day in 2028.

While the start and end dates do not align precisely with the high school calendars, they are within days instead of weeks. We have aligned the calendar to mirror District 99 with break periods (winter break, spring break, and no student attendance during Thanksgiving week), as well as other Institute/non-attendance days where possible. This calendar does not yet identify parent-teacher conferences, as we intend to form a committee in early fall of 2026 to review our parent-teacher conference structure and other options that could be beneficial for families.

Recommendation

It is recommended that the Board approve the school calendar for 2027-28 as presented.

District 58 2027-28 Calendar DRAFT

JULY 2027				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

AUGUST 2027				
Mon	Tues	Wed	Thurs	Fri
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

July 2027	
5	District Office Closed - Non-Work Day

August 2027	
2-6	New Teacher Week
11-12	Teacher Institute
13	Non-Work Day for Teachers/IA Training
16	First Day of School

SEPTEMBER 2027				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

OCTOBER 2027				
Mon	Tues	Wed	Thurs	Fri
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

September 2027	
6	District Office Closed - No School

October 2027	
11	District Office Closed - No School

NOVEMBER 2027				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

DECEMBER 2027				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

November 2027	
22	SIP Day (No School)
23	Non-Attendance Day (District Office Open)
24-26	District Office Closed - No School

December 2027	
20-31	Winter Break

JANUARY 2028				
Mon	Tues	Wed	Thurs	Fri
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

FEBRUARY 2028				
Mon	Tues	Wed	Thurs	Fri
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29			

January 2028	
3	Teacher Institute (No School)
17	District Office Closed - No School

February 2028	
21	District Office Closed - No School

MARCH 2028				
Mon	Tues	Wed	Thurs	Fri
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL 2028				
Mon	Tues	Wed	Thurs	Fri
			1	2
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March 2028	
3	Teacher Institute (No School)
27-31	Spring Break

April 2028	
14	District Office Closed - No School

MAY 2028				
Mon	Tues	Wed	Thurs	Fri
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE 2028				
Mon	Tues	Wed	Thurs	Fri
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

May 2025	
26	Last Day of School for Students
29	District Office Closed - No School
30-31	Emergency Days - to be cancelled if not used

June 2028	
1-5	Emergency Days - to be cancelled if not used
19	District Office Closed - Non-Work Day



Downers Grove Grade School District 58
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850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

James Eichmiller
Assistant Superintendent for
Technology and Learning
jeichmiller@dg58.org | 630-719-2768

MEMORANDUM

Technology Department

TO: Board of Education, Dr. Russell

FROM: James Eichmiller - Assistant Superintendent for Technology and Learning

DATE: April 6, 2026

RE: Student iPad Lease Agreement

Background:

Most of the District's current fleet of student iPads was purchased in the summer of 2022, using Emergency Connectivity Funds to cover almost the entire purchase cost. Our plan, beginning this school year, has been to purchase new iPads for second grade students each school year. The lease we are recommending for approval at this meeting would be to provide new iPads for incoming second grade students in the fall of 2026, representing our second grade level on this new refresh cycle. Students in kindergarten, first grade, fourth grade and fifth grade will continue to use iPads from the 2022 fleet next school year.

Administrative Considerations:

The District is opting for a lease to spread the cost of this purchase over four years. Apple is currently offering 0.99%, which is very competitive in the current market. This lease also includes a case and AppleCare+. This extended warranty coverage offers no-fee replacement for up to two accidental damages each school year. We have been using this service since 2022, and we have been pleased. This is a planned expense for fiscal year 2027 and beyond and has been in the five-year financial plan for the past few years. The first payment is not due until July 2026;

however, we will likely take delivery in fiscal year 2026, so there is potential that there will be audit implications for fiscal year 2026 (the expense could be applied to this fiscal year).

Recommendation:

The administration recommends that the Board of Education approve the District's lease of 510 iPads, 510 STM Cases, and four years of AppleCare+ coverage. The total cost over four years would be \$230,542.00 through Apple Financial Services. The lease includes four annual payments of \$57,635.50.

Rider To That Certain Master Lease Purchase Agreement

This Rider is hereby made a part of that certain Master Lease Purchase Agreement dated December 8, 2022, between Apple Inc., as (“Lessor”), and the Board of Education of Downers Grove Grade School District 58, DuPage County, Illinois, as (“Lessee”) (hereinafter, “Agreement”), and Schedule No. 1, dated June 1, 2025.

R-1 Governing Provisions. In the event of a conflict between the terms and conditions of this Rider and those of the Agreement, the terms and conditions herein shall govern. All other provisions of the Agreement not otherwise modified herein shall remain in full force and effect.

R-2 Section 4, Delivery and Acceptance of Equipment. Add the following sentence at the end of Section 4:

“However, Lessor assigns to Lessee its rights under any applicable Product Warranty.”

R-3 Section 5, Lease Payments. Add the following sentence at the end of Section 5:

“Invoices shall be paid, and any unpaid portions shall accrue interest and penalties, as provided in the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*”

R-4 Section 16, Default. Delete the sentence in 16(a) and replace it with the following:

“Lessee fails to pay any Lease Payment or other payment due in full under such Lease within ten (10) days of receiving a written notice from Lessor that the payment is overdue;”

Add the following clause to the end of 16(e):

“, and Lessee has failed to take remedial action to address such misuse, unauthorized use or violation;”

R-5 Section 17, Remedies. Insert the following clause at the beginning of the second sentence of Section 17:

“Subject to applicable legal requirements, including but not limited to litigation holds and student records laws,”

R-6 Section 22, Additional Payments. Add the following to the end of Section 22:

“Prior to taking action under this Section, Lessor must provide notice to Lessee of the failure to take action and a reasonable opportunity for Lessee to take the required action.”

R-7 Certifications. As required by the Illinois *Criminal Code*, 720 ILCS 5/33E-11, by executing this Agreement, Lessor certifies that it is not barred from contracting with any

unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. Lessor agrees to comply with all applicable state, federal, and local rules, laws, and regulations.

R-8 Lessee Name. The legal name of the Lessee is the Board of Education of Downers Grove Grade School District 58, DuPage County, Illinois.

Accepted:

Apple Inc.

By: _____

Its: _____

Date: _____

Accepted:

**Board Of Education Of Downers Grove
Grade School District 58, DuPage County,
Illinois**

By: _____

Its: _____

Date: _____

3018955.1

EXHIBIT C

RESOLUTION NO. [REDACTED] OF Downers Grove School District 58
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
 OF A MASTER LEASE PURCHASE AGREEMENT;
 AND APPROVING THE EXECUTION AND DELIVERY OF
 SCHEDULE NO. 2 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Downers Grove School District 58 (the "School District"), is authorized by the laws of the state of Illinois (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 2 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 2 to the Master Lease in an amount not to exceed \$226,924.50 for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

Signatory _____
 Attest: _____
 District Clerk



Apple Inc. Education Price Quote

Customer:
 James Eichmiller
 DOWNERS GROVE GRADE
 SCHOOL DIST 58 Phone:
 1630-719-2768
 Email: jeichmiller@dg58.org

Apple Inc:
 Mary Kay Carter
 Email: mkcarter@apple.com

Apple Quote:
 2214082688

Quote Date:
 April 01, 2026

Quote Valid Until:
 April 24, 2026

Quote Comments:

Item #	Details	Qty	Unit List Price	Disc. Per Unit	Unit Disc. Price	Extended Disc. Price
1	iPad Wi-Fi 128GB - Silver (Packaged in a 10-pack) Part Number: MD6L4LL/A	510	\$324.00	\$0.00	\$324.00	\$165,240.00
2	4-Year AppleCare+ for Schools - iPad (no service fees) Part Number: S7832LL/A	510	\$79.00	\$0.00	\$79.00	\$40,290.00
3	STM Dux Ultra Case for iPad (A16) Black Special 10-pack pricing (includes quantity 10 of HS3M2ZM/A) Part Number: BCX93LL/A	51	\$419.50	\$0.00	\$41.95	\$21,394.50
	STM Dux Ultra Case for iPad (A16) – Black Part Number: HS3M2ZM/A Quantity: 510	-	-	-	-	-

Extended Education List Price Total	\$226,924.50
Total Discount	\$0.00
Extended Discounted Price Subtotal	\$226,924.50
Additional Tax	\$0.00
Estimated Tax	\$0.00
Total Tax	\$0.00
Extended Discounted Total Price*	\$226,924.50

**In most cases Extended Discounted Total Price does not include Sales Tax
 *If applicable, Recycle/eWaste/CBE Fees for CA Accounts are included.
 Standard shipping is complimentary.*

Disclosure

This document has been created for you as Apple Quote ID **2214082688**.

Your institution's Authorized Purchaser may submit an order online at <https://ecommerce.apple.com>. Go to the Quote area of your Apple Online Store, click on it and convert to an order.

- If you're the authorized purchaser and need assistance in registering for access to the Apple Online Store, please contact your Apple Sales Representative.

This is a quote for the sale of products or services. Your use of this quote is subject to the following provisions which can change on subsequent quotes:

- A. Any order that you place in response to this Quote will be governed by the purchase agreement between Apple Inc. ("Apple") and you or another entity under which you're authorized to purchase under, in effect at the time you place the order.
 - If you do not have a purchase agreement in effect with Apple, please contact csteam.edu@apple.com.
- B. All sales are final. Please review Return Policy below if you have any questions. If you use your institution's Purchase Order form to place an order in response to this Quote, Apple rejects any Terms set out on the Purchase Order that are inconsistent with or in addition to the Terms of the governing purchase agreement between the parties.
- C. Unless this Quote specifies otherwise, it remains in effect until the Quote Valid Until Date set forth above. Apple reserves the right to withdraw this Quote before an order is placed, modify, or cancel any provision of this Quote, or cancel any orders placed.

The best tools for education. The best options for your budget.



Pay to Own

Solution Total

\$226,924.50

.99% Interest Rate

Payment Date

Payment

07/05/2026	\$57,636.19
07/05/2027	\$57,636.19
07/05/2028	\$57,636.19
07/05/2029	\$57,636.19



Review

Finalize product selections and payment plan.



Confirm

Provide signer contact details, and we'll send documentation.



Order

Submit signed documentation and we'll place your order.



Right tools.

The right tools empower your learning environment. We build payment plans aligned to your budget to get the right tools.



Right time.

The right timing can make all the difference. We provide flexible terms that put you in control of when to deploy and refresh.



Sustainable.

Creating a predictable lifecycle plan is an important element for ensuring a sustainable implementation.

Ownership, affordability, flexibility.

The Pay-to-Own option helps make it possible to acquire all the equipment needed today through predictable and affordable payments over time. Your institution will retain ownership of all devices upon final payment.

Flexible payment options are available to align with your budget, source of funding, and lifecycle goals.

We're here to help.

We deliver lifecycle management with innovative capabilities, just as you'd expect from Apple. Please contact your AFS Manager to move forward, or to explore other flexible options.

Tim Guiling

Apple Financial Services
tguiling@apple.com



Downers Grove Grade School District 58
We Envision. We Seek. We Believe.

Downers Grove Grade School District 58
850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

James Eichmiller, Ed.D
Assistant Superintendent for
Technology and Learning
jeichmiller@dg58.org | 630-719-2768

MEMORANDUM

Technology Department

TO: Board of Education, Dr. Russell

FROM: Dr. James Eichmiller - Assistant Superintendent for Technology and Learning

DATE: April 9, 2026

RE: Student Chromebook Lease Agreement

Background:

This lease is for our first cohort of sixth-grade students at our middle schools. Seventh-grade students will use reissued devices collected from current eighth-grade students. The plan is to continue this annual purchase of new devices for sixth-grade students until we are on a full and regular purchasing cycle. As a reminder, the families of incoming sixth-grade students are being assessed a \$100 fee, which will also be billed in seventh and eighth grades to offset this expense. At the end of eighth grade, families who have paid this fee will be entitled to keep the Chromebook. This lease includes a \$1 buyout, so District 58 will own the devices after we make the last lease payment.

Administrative Considerations:

This lease also covers the cost of a three-year accidental damage protection plan through AGI Repair. We have been working with AGI Repair for a couple of years now, and we have been very pleased with their work. You may note that we are switching to HP after purchasing Acer Chromebooks for our last two deployments. Unfortunately, pricing has been extremely volatile, and a comparable Acer device was quoted at \$327. We worked with several vendors to secure pricing, and ultimately, this \$215 price is very competitive in the current market. The first payment is not due until July 2026; however, we will likely take delivery in fiscal year 2026, so there is potential that there will be

audit implications for fiscal year 2026 (the expense could be applied to this fiscal year).

Recommendation:

The administration recommends that the Board of Education approve the lease of 550 HP Fortis Chromebooks with a three-year accidental damage protection plan from AGI Repair. The total cost over three years would be \$166,902.54 through First American. The lease includes three annual payments of \$55,634.18



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

JAMES EICHMILLER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. If you are an eProcurement or single sign on customer, please log into your system to access the CDW site. You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

[Convert Quote to Order](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PVNZ236	3/31/2026	HP CHROME	1259950	\$118,250.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
HP Fortis G1m 11.6" Rugged Clamshell Chromebook - HD - Octa-core (ARM Corte	550	8269511	\$215.00	\$118,250.00
Mfg. Part#: B5JJ9UT#ABA-WSL	-	-	-	-
Contract: MARKET	-	-	-	-

SUBTOTAL	\$118,250.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$118,250.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: DOWNERS GROVE GRADE SCHOOL DIST 58 ADMINISTRATIVE 2300 WARRENVILLE RD STE 200NE DOWNERS GROVE, IL 60515-1702 Phone: (630) 719-2768 Payment Terms: NET 30-VERBAL	Shipping Address: DOWNERS GRIVE SCHOOL DISTRICT 58 JAMES EICHMILLER 1860 63RD ST PAT VENA DOWNERS GROVE, IL 60516-2471 Shipping Method: Please remit payments to:

CDW
Government
75 Remittance
Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Angela Collins | (877) 853-0583 | angedol@cdwg.com

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2026 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Lessor First American Equipment Finance, 211 High Point Drive, Victor, NY 14564

Lessee Downers Grove Grade School District 58, 1860 63rd Street, Downers Grove, IL 60516

Equipment HP Chromebooks with Protection Plan

Equipment Cost \$158,394.50

Lease Options

Lease Term	36 Months	36 Months
Delivery Date	July	April
Lease Rate Factor	0.34968	0.35124
Payment	\$55,387.39	\$55,634.48
Lease Type	Tax-Exempt Lease Purchase	Tax-Exempt Lease Purchase
Payment Frequency	Annual	Annual

Tax-Exempt Lease At the end of the lease you will own the equipment. The terms of the lease will be evidenced by documents usual and customary for a Tax-Exempt Lease Purchase, including an IRS 8038-G form. The lease documents must be acceptable to you and your counsel, who will provide an opinion that the lease is valid, binding, and enforceable.

Rental Payments The lease will begin on the day you accept the equipment and assumes an anticipated delivery date of either July 2026, or April 2026 with rental payment beginning July 1, 2026 and due annually thereafter.

Index Rate Your rental rate is based on the like-term Swap Rate of 3.520% (referred to as the Index Rate) as of April 8, 2026 and may be adjusted proportionately for any change in the Index Rate prior to funding. After funding, the rental rate will be fixed for the duration of the lease term.

Fees None

Business Information You will provide financial information reasonably requested by First American, including but not limited to year-end audited financial statements.

Account Access You will have access and visibility into all aspects of your equipment leases and project financing through your online account – a digital hub that expedites the funding process, puts you in control, and houses all documentation related to your leases. Your account can also provide API connectivity to communicate with your systems. Visit myfaex.com for more information.

Concierge Service Your dedicated Project Manager will manage every step of your lease:

- ✓ Project communication
- ✓ Lease documentation
- ✓ Vendor payment
- ✓ Lease invoicing



LEASE PROPOSAL

Additional Terms

Each lease schedule will be a net lease, and you will be responsible for all expenses relating to the equipment and the transaction, including maintenance, insurance, sales, use and personal property taxes, and other expenses relating to the purchase, possession, lease, and use of the equipment.

You authorize First American to file and record financing statements regarding this transaction and take a first priority security interest in the equipment and deposits. You will be responsible for any purchase orders issued by First American on your behalf.

The terms and conditions of this proposal, except for the provisions concerning security interests and the good faith deposit, will be superseded by the final documentation for each lease schedule. This proposal is not a commitment. You will be submitting a formal application of credit upon signing this proposal and submitting specific details for the equipment to be leased. First American will only provide lease financing upon the satisfactory completion of its due diligence and mutually acceptable documentation.

Board Contingency

All terms related to this proposal shall be contingent on final budget and solicitor approval. In the event either approval is not obtained, you shall have no obligation under the terms of this proposal.

First American welcomes the opportunity to serve your organization. This proposal expires on [April 15th, 2026](#). To accept, please sign below and send an electronic copy to First American.

Offered by:

First American Equipment Finance

Ryan Hierlwimmer

Ryan Hierlwimmer
Assistant Vice President
April 9, 2026

Accepted by:

Downers Grove Grade School District 58

By
Name
Title.....
Date

IL K-12 School District References

- 1.) Wheaton-Warrenville Community Unit School District 200
 - Brian O’Keeffe, Assistant Superintendent of Business Operations
 - brian.okeeffe@cusd200.org
- 2.) Byron Community Unit School District 226
 - Scott Spahr, Director of Information Technology
 - sspahr@byron226.org
- 3.) Serena Community Unit School District 2
 - Rich Faivre, Superintendent
 - rfaivre@unit2.net



LEASE PROPOSAL

CONFIDENTIAL - intended solely for the named parties and further disclosure of this communication is prohibited.



AGIRepair, Inc
 220 Huff Ave Ste 500
 Greensburg, PA, 15601-5376
 Phone: (724) 838-1170
 Web: agirepair.com

Protection Plan Quote

Order No.: 1658087
 Order Date: 4/7/2026
 Expiration Date: 5/7/2026
 Customer ID: DOWNERSGROVESCH

BILL TO:	SHIP TO:
DOWNERS GROVE SCHOOL DIST 58	DOWNERS GROVE SCHOOL DIST 58
850 CURTISS STREET	1860 63RD ST
SUITE 200	DOWNERS GROVE IL 60516-2471
DOWNERS GROVE IL 60515	Attn: James Eichmiller

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 30 Days	Bilsky, Alaina

REFERENCE 1	REFERENCE 2	CONTRACT NUMBER	SHIPPING TERMS	SHIP VIA
			Free Shipping	Non-Stock AGiProtect

NO.	ITEM	DESCRIPTION	QTY.	PRICE	EXTENDED PRICE
1	AGIP-3YR-T1-P	AGiProtect Plus 3 Year Plan for Device cost up to \$350, HP Fortis G1m Clamshell, Chromebook, Non-Touch	550.00	72.99	40,144.50

Sales Total:	40,144.50
Freight & Misc.:	0.00
Less Discount:	0.00
Tax Total:	0.00
Total (USD):	40,144.50



Downers Grove Grade School District 58
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630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

MEMORANDUM

TO: Board of Education, Dr. Kevin Russell

FROM: Dr. James Eichmiller, Assistant Superintendent for Technology and Learning
Dr. Gregory Harris, Assistant Superintendent for Business/CSBO

DATE: April 13, 2026

RE: Proven Copier Lease

Background:

The District entered into a five-year copier agreement with Proven IT in June of 2022. Though there is another year left on the agreement, the administration approached Proven IT in the winter of 2026 to discuss the transition to 6-8 middle schools and the overages the District was being charged annually, mostly for color copies. Following many productive conversations with the team at Proven IT, the administration is pleased to bring a new agreement to the Board of Education for approval. This will cover the next five years and will help the District save money while reallocating equipment to meet the needs of the new K-5 and 6-8 instructional models.

Administrative Considerations:

With sixth grade moving to the middle schools next year, it was essential to adjust the lease to get more equipment at Herrick and O'Neill. Herrick and O'Neill each gain one machine in this lease, and there will be adjustments at some elementary buildings. Also included in this lease is the upgrading of the smaller printer-class machines to copier-class machines. Under the old lease, the 12-month average for copier fees in 2025 was \$30,447. The new lease is a sixty-month agreement at \$20,369 a month. This new agreement will save the District over \$10,000 a month.

Because of the timing of various factors on Proven IT's end (mainly the availability of new equipment and the need to pay off the old lease without delay), the Board is being asked to approve this agreement during the school year. The administration has received assurances from Proven IT that this will not be a major interruption at the schools. Ideally, the machines will be swapped out in the afternoons outside of instructional hours. Additionally, the new machines are clones of the old ones, so there is no need for staff to undergo any training at this time. We will work closely with the building principals and staff to ensure that the deployment schedule minimizes the downtime and disruption in our schools and offices.

Recommendation:

It is recommended that the Board of Education approve the leased equipment agreement with Proven IT for sixty months at \$20,369 per month.



STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # , between **DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER**, as Customer and **Proven Business Systems, LLC**, as Lessor. The words **you** and **your** refer to **Customer**. The words **we**, **us** and **our** refer to **Lessor**.

The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (a) you have been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (b) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (c) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (d) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use and your need for the Equipment is not expected to diminish during the term of this Agreement; (e) you have funds available to pay contracted Payments until the end of your current appropriation period, and you intend to request funds to make contracted Payments in each appropriation period, from now until the end of the term of this Agreement; and (f) your exact legal name is as set forth on page one of this Agreement.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make contracted Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed, this Agreement shall terminate and you shall not be obligated to make contracted Payments under the Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which contracted Payments have been appropriated, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of contracted Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after your failure to appropriate funds sufficient for the payment of the contracted Payments or (to the extent required by applicable law) this Agreement is not renewed, but failure to provide such notice shall not operate to extend the Agreement term or result in any liability to you.

TITLE TO THE EQUIPMENT: If the selected purchase option for this Agreement is \$1.00 or \$101.00, unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

The parties wish to amend the above-referenced Agreement by restating the following language:

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions of the Agreement and any supplement or schedule thereto and any related acceptance certificate constitutes the entire agreement regarding the financing or lease of the Equipment and supersedes any purchase order, invoice, request for proposal or other related document."

Any provision in the Agreement stating that the Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "This Agreement will renew for month-to-month terms unless you purchase or return the Equipment (according to the conditions herein) or send us written notice at least 30 days (before the end of any term) that you do not want it renewed."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement, and you authorize us to file a UCC-1 financing statement."

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from the Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under the Agreement when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement, (ii) you make or have made any false statement or misrepresentation to us, (iii) you dissolve, terminate your existence or file bankruptcy, or (iv) there has been a material adverse change in your financial, business or operating condition."

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Proven Business Systems, LLC

**DOWNERS GROVE GRADE SCHOOL DISTRICT
58-DISTRICT SERVICE CENTER**

Lessor

Customer

Signature

X

Signature

Title Date

Title Date



LEASED EQUIPMENT DETAILS

Proposal #	Proposal Date	Customer PO #	Delivery Date	Sales Representative
32445	03/26/2026			Kristina Chazinski

SHIP TO	
Customer #: 6307195800	
DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER	
850 CURTISS ST SUITE 200	
DOWNERS GROVE, IL 60516	
Contact:	
Phone:	
Email:	

BILL TO	
Customer #: 6307195800	
DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER	
850 CURTISS ST SUITE 200	
DOWNERS GROVE, IL 60516	
Contact:	
Phone:	(630) 719-5854
Email:	

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL
23	ESTUDIO3525AC	Toshiba ESTUDIO3525AC - 35 PPM COLOR MFP		
5	ESTUDIO 4525	TOSHIBA ESTUDIO - 45 PPM COLOR PFP		
6	ESTUDIO 5525	TOSHIBA ESTUDIO - 55 PPM COLOR MFP		
8	ESTUDIO 7529	TOSHIBA ESTUDIO - 5529 MFP MONOCHROME		
5	ESTUDIO 7527	TOSHIBA ESTUDIO - 7527 COLOR MFP		
4	ESTUDIO9029A	Toshiba ESTUDIO9029A - 90 PPM MONOCHROME MFP (20 AMP)		
		PAY-OFF AND RETURN CURRENT LEASED EQUIPMENT		
		THIS IS PROVEN'S ONE PROGRAM. NO CHARGE FOR OVERAGES.		
		ALL INCLUDED PROGRAM.		
		INCLUDES DELIVERY AND INSTALL		
		INCLUDE DELIVERY AND INSTALL OF PAPER CUT HIVE		
		INCLUDES TRAINING		

*For additional items see addendum

Networking Charges *Additional charges for networking will be applied after the first 2hrs at a \$100.00 hourly rate I (We) Decline Networking Service: <input checked="" type="checkbox"/> Initial: _____	Lease	60 mo. @ \$20,369.00
	Term Option	FMV

Accepted by ProvenIT		Accepted by Customer	
Authorized Signature	Date	Authorized Signature	Date
Printed Name / Title		Printed Name / Title	

1. LEASE. The Seller, Proven IT, assigns the financial/payment portion of this transaction to a financing company for purposes of the Customer leasing the goods subject to this Agreement.
2. AVAILABILITY: Customer agrees that the Goods and Services are subject to availability and Seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and Seller's sole obligation shall be to return any down payment paid by Customer. If parts become unavailable for discontinued equipment, Seller reserves the right to delete said equipment in accordance with the terms of this agreement.
3. DELIVERY AND INSTALLATION: Seller shall use its standard packaging. Seller shall choose the method of delivery; Seller reserves the right to deliver the goods in installments. Equipment will be installed in accordance with manufacturer's specification. At Customer's sole cost and expense, Customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work, external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord, is not covered by this agreement, unless otherwise specified on the front side of this document. Upon delivery and installation of the equipment, Customer will sign a Delivery and Acceptance form from the financing company acknowledging that all equipment has been received. Upon receipt of the signed Delivery and Acceptance form, Proven IT will submit the form to the financing company for final approval and funding on the lease.
4. MAINTENANCE, SUPPORT AND SERVICE: Any and all maintenance, support and service in relation to the goods and services shall come directly from the manufacturer, unless separately agreed to in writing by the parties. Proven IT shall not provide support, education, maintenance, or repairs in relation to the goods and services as Proven IT is acting merely as a reseller and installer of the goods. Proven IT is not acting as employee or agent of the manufacturer in conjunction with the resale or installation of the goods.
5. INDEPENDENT CONTRACTOR: It is understood and acknowledged that the goods and services which Proven IT provides to Customer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Customer. Proven IT shall not be eligible for and shall not receive any employee benefits from Customer and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums and all similar taxes and fees relating to the fees earned by Proven IT hereunder.
6. RISK OF LOSS: The goods shall be identified to the contract, and risk of loss shall pass to Customer when the goods are placed in the hands of the carrier.
7. NO WARRANTIES: PROVEN IT IS NOT THE MANUFACTURER OF THE GOODS AND SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT THE GOODS AND SERVICES ARE PROVIDED "AS IS" AND PROVEN IT DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE REGARDING OR RELATING TO THE GOODS AND SERVICES, OR ANY MATERIALS, SERVICES OR ITS INSTALLATION FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. PROVEN IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GOODS AND SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS AND SERVICES, THAT THE GOODS AND SERVICES WILL MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. USE OF THE GOODS AND SERVICES IS AT CUSTOMER'S SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GOODS AND SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE GOODS AND SERVICES. ANY APPLICABLE WARRANTY ON THE GOODS AND SERVICES PROVIDED BY THE MANUFACTURER WILL PASS THROUGH TO THE CUSTOMER.
8. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, OTHER THAN DAMAGES PROXIMATELY CAUSED BY REASON OF WILLFUL MISCONDUCT ON THE PART OF PROVEN IT, PROVEN IT, ITS REPRESENTATIVES, SUCCESSORS AND ASSIGNS DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY CAUSED BY THE GOODS AND SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR PRODUCTS, BUSINESS INTERRUPTION, FAILURE OR MALFUNCTION OF THE GOODS AND SERVICES, LOSS, OR OTHERWISE FOR THE PROVISION OF THE GOODS AND SERVICES, EVEN IF NEGLIGENCE. PROVEN IT PROVIDES THE GOODS AND SERVICES TO CUSTOMER "AS IS" AND WITH ALL FAULTS. PROVEN IT DOES NOT WARRANT THE ERROR-FREE OPERATION OF THE GOODS AND SERVICES. CUSTOMER ACKNOWLEDGES THIS ALLOCATION OF RISK BY EXECUTION OF THIS AGREEMENT AND/OR BY THE PAYMENT OF FEES TO PROVEN IT. IN NO EVENT WILL PROVEN IT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVEN IT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVEN IT'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PROVEN IT DURING THE 90-DAY PERIOD IMMEDIATELY PRECEDING THE ALLEGED CLAIM AND/OR TERMINATION OF THIS AGREEMENT.
9. ASSIGNMENT: This agreement shall not be assigned by Customer without Seller's express written consent. In the event that Seller assigns any of its obligations under this agreement, Seller shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted on or against Seller and not its assignee.
10. NOTICES: All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
11. INDEMNIFICATION: Customer shall bear all risk of theft, loss or damage not caused by Seller's employees or agents, to all goods and services installed under this agreement. Customer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising from this Agreement and from Customer's use of the goods and services, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of an intentional act or omission by Seller. Seller shall indemnify Customer against any costs, losses, damages or liability incurred by Customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by Customer. Customer shall immediately notify Seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and Customer agrees that it will not settle any such claim against itself without the prior written consent of Seller. Provided however, that Seller shall not indemnify Customer with respect to any claim relating to product(s) which is/are manufactured according to Customer's instructions, or modified by Customer or combined with other non-seller products, equipment, systems and/or processes. Failure of Customer to provide timely notification of claim to Seller shall relieve Seller of its obligation to indemnify Customer.
12. FORCE MAJEURE: Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by PROVEN IT authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
13. SEVERABILITY: If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
14. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Illinois and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by Seller to enforce or defend any term or provision of this agreement, Customer agrees to pay all costs and expenses sustained by Seller, including but not limited to, reasonable attorney's fees.
15. SELLER'S AGENTS. Customer acknowledges that it has been advised that no agent, employee, or representative of Seller has any authority to bind seller to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against Seller.
16. ENTIRE AGREEMENT: This instrument, and any attachments hereto, is the entire agreement between Customer and seller and supersedes any proposal or prior agreement, oral written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be issued by Customer.

Customer Initials _____

Proven IT Representative Initials _____



Value Agreement

APPLICATION NO.

AGREEMENT NO.

18450 Crossing Drive, Suite D • Tinley Park, IL 60487 • Phone: 708.614.1770 • Fax: 708.614.1760

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Proven Business Systems, LLC.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Table with columns: MAKE/MODEL/ACCESSORIES, SERIAL NO., STARTING METER. Lists multiple Toshiba ESTUDIO models.

See attached Schedule A (checked) See attached Billing Schedule

TERM AND PAYMENT INFORMATION

Form with fields for number of payments (60), amount (\$20,369.00), and overage rates for B&W and Color images.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term... Purchase all of the Equipment for its Fair Market Value... Purchase all of the Equipment for \$1.00.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature line for Proven Business Systems, LLC with fields for SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Signature line for Downers Grove Grade School District with fields for SIGNATURE, TITLE, DATED, and PRINT NAME.

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

Signature line for Downers Grove Grade School District with fields for SIGNATURE, TITLE, and ACCEPTANCE DATE.

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$150 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may obtain insurance on your behalf and you will pay us for any insurance premium and related charges on which we may make a profit, or (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 3-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. At the end of the term or upon repossession of the Equipment after a default, you agree to pay us a minimum return fee of \$250, which will cover up to 10 units of returned Equipment and will not be prorated, and in addition, a supplemental return fee of up to \$50 per each unit of returned Equipment in excess of 10 units (collectively, the "Return Fee"). If, in our sole discretion, we allow you to return any Equipment prior to the end of the term, you shall pay us the Return Fee each time you return Equipment. YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one combined invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of images/prints shown on page 1 for each applicable image/print type. Regardless of the number of images/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered image/print that exceeds the applicable minimum number of images/prints. Images/prints made on equipment marked as not financed under this Agreement will be included in determining your image/print and overage charges. AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the designated start date of this Agreement will be the 20th day of the month following the date the Equipment is delivered to you (unless the date the Equipment is delivered to you is the 20th day of the month, in which case the start date will be the date the Equipment is delivered to you). In addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.



Schedule "A"

APPLICATION NO.

AGREEMENT NO.

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Proven Business Systems, LLC.

EQUIPMENT DESCRIPTION

MAKE/MODEL NO./ACCESSORIES	SERIAL NO.	STARTING METER
Toshiba ESTUDIO5525AC		
Toshiba ESTUDIO7529A		
Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO4525AC		
Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO9029A		
Toshiba ESTUDIO9029A		
Toshiba eSTUDIO7527ACT		
Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO3525AC		
Toshiba eSTUDIO7527ACT		
Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO7529A		
Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO5525AC		
Toshiba ESTUDIO9029A		
Toshiba ESTUDIO3525AC		
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Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO7529A		
Toshiba eSTUDIO7527ACT		
Toshiba ESTUDIO7529A		
Toshiba ESTUDIO5525AC		
Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO3525AC		
Toshiba ESTUDIO7529A		
Toshiba ESTUDIO3525AC		

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer.

DOWNERS GROVE GRADE SCHOOL
DISTRICT 58-DISTRICT SERVICE CENTER

X
SIGNATURE

TITLE

DATED



SERVICE AGREEMENT

Proposal #	Proposal Date	Customer PO #	Delivery Date	Sales Representative
32445	03/26/2026		APRIL 2026	Kristina Chazinski

SHIP TO	
Customer #: 6307195800	
DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER	
850 CURTISS ST SUITE 200	
DOWNERS GROVE, IL 60516	
Contact:	
Phone:	
Email:	

BILL TO	
Customer #: 6307195800	
DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER	
850 CURTISS ST SUITE 200	
DOWNERS GROVE, IL 60516	
Contact:	
Phone:	(630) 719-5854
Email:	

Meter Contact:	Email Address:
Phone:	Meter Collection Method:

FM Audit Installed on Print Server. Required for Auto-Toner Replenishment

Unlimited Remote Support: \$200 Annually
 I Decline Remote Support: \$150/hr Chargeable

Term	Service Payment	Total Payment	Start Date	End Date	Overage Billing Cycle
60 months	Included in Lease	\$20,369.00	INSTALL		0

Make / Model	Serial #	EQID #	Beginning Meter Reading		Image Allowance		Overages Billed	
			B/W	Color	B/W	Color	B/W	Color
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO9029A								
Toshiba ESTUDIO5525AC								
Toshiba ESTUDIO4525AC								
Toshiba ESTUDIO3525AC								
Toshiba eSTUDIO7527ACT								
Toshiba ESTUDIO4525AC								
Toshiba ESTUDIO7529A								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO3525AC								

Unlimited ProvenIT Program

Notes:

Accepted by ProvenIT	Accepted by Customer
Authorized Signature _____ Date _____	Authorized Signature _____ Date _____
Printed Name / Title _____	Printed Name / Title _____

Agreement is not binding until accepted by Proven IT, Tinley Park, IL
 Leased equipment - Maintenance Agreement will run full term of lease and is non cancellable.



SERVICE AGREEMENT ADDENDUM A

Order #	Order Date	Customer PO #	Delivery Date	Sales Representative
32445	03/26/2026			Kristina Chazinski

SHIP TO	
<i>Customer #:</i> 6307195800	
DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER	
850 CURTISS ST SUITE 200	
DOWNERS GROVE, IL 60516	
Contact:	
Phone:	
Email:	

BILL TO	
<i>Customer #:</i> 6307195800	
DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER	
850 CURTISS ST SUITE 200	
DOWNERS GROVE, IL 60516	
Contact:	
Phone:	(630) 719-5854
Email:	

Make / Model	Serial #	EQID #	Beginning Meter Reading		Image Allowance		Overages Billed	
			B/W	Color	B/W	Color	B/W	Color
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO5525AC								
Toshiba ESTUDIO7529A								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO4525AC								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO9029A								
Toshiba ESTUDIO9029A								
Toshiba eSTUDIO7527ACT								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO3525AC								
Toshiba eSTUDIO7527ACT								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO7529A								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO5525AC								
Toshiba ESTUDIO9029A								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO3525AC								

Unlimited
 Proven IT
 Program





SERVICE AGREEMENT ADDENDUM B

Order #	Order Date	Customer PO #	Delivery Date	Sales Representative
32445	03/26/2026			Kristina Chazinski

SHIP TO	
<i>Customer #:</i> 6307195800	
DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER	
850 CURTISS ST SUITE 200	
DOWNERS GROVE, IL 60516	
Contact:	
Phone:	
Email:	

BILL TO	
<i>Customer #:</i> 6307195800	
DOWNERS GROVE GRADE SCHOOL DISTRICT 58-DISTRICT SERVICE CENTER	
850 CURTISS ST SUITE 200	
DOWNERS GROVE, IL 60516	
Contact:	
Phone:	(630) 719-5854
Email:	

Make / Model	Serial #	EQID #	Beginning Meter Reading		Image Allowance		Overages Billed	
			B/W	Color	B/W	Color	B/W	Color
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO7529A								
Toshiba ESTUDIO7529A								
Toshiba ESTUDIO5525AC								
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Toshiba ESTUDIO7529A								
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Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO3525AC								
Toshiba ESTUDIO7529A								
Toshiba ESTUDIO3525AC								

Unlimited
 Proven IT
 Program



Terms and Conditions

1. **ITEMS INCLUDED:** This Agreement Includes the following as applicable: unlimited service calls, parts (as classified by the manufacturers) and consumable supplies (maintenance kits, transfer kits, fuser kits, process kits, developer and imaging drums and toner). Supplies consumption is based off the manufacturer's suggested yields and fill rate. If supplies consumption is excessive, a surcharge may be assessed. Proven IT reserves the right to reset supply items (i.e. fuser and maintenance kits) in lieu of replacement so long as the device functionality and print quality are not affected.
2. **ITEMS EXCLUDED:** This Agreement excludes the following unless otherwise specified:
 - a. Paper and staples.
 - b. Any items damaged by Customer such as, but not limited to, doors, paper trays and covers. Replacement of these items will be charged to the Customer at current Proven IT rates.
 - c. Fax Machines: Thermal heads, process units and fuser units.
 - d. Network Connected Equipment: Network connected equipment will be covered up to the network connection of the Printer/MFP. Service calls caused by computer or network Issues will be charged to the Customer at current Proven IT rates.
3. Proven IT reserves the right, at reasonable times during Customer's normal business hours and upon reasonable notice to customer, to inspect all equipment covered under this Agreement to determine that it is in good mechanical condition prior to the effective date on the front of this Agreement. Should the equipment require significant repair or overhaul, such repairs may be chargeable to the Customer at current Proven IT rates. Such repairs will be performed only upon Agreement of both parties.
4. **SERVICE:** Proven IT agrees to provide emergency service and all maintenance on the equipment listed on the attached schedule(s) for the term of the Agreement except as follows:
 - a. Use of supplies, spare parts, or paper that do not meet manufacturer's specifications and cause abnormal service problems.
 - b. Fire, accident, theft or damage to the machine due to repairs or movement by someone other than an authorized Proven IT representative.
 - c. If replacement of consumable items recommended by Proven IT service representatives is not complied with and results in additional service calls, the Customer will be charged at our normal hourly rates. These consumable items are to include, but not limited to toner, developer, drums and supply modules.
 - d. Proven IT shall not be responsible for repairs or maintenance resulting from the use of supplies or parts not obtained from Proven IT. Any repairs resulting from the use of supplies or parts not obtained through Proven IT will be charged to the Customer at current Proven IT rates. For these purposes, the term "supplies" will not include paper, envelopes, labels or other related paper products.
 - e. Proven IT shall not be responsible for delays, inability to provide service calls due to strikes, accidents, act of God or any other event beyond its reasonable control. All Service under this Agreement shall be rendered during normal working hours of 8:00am to 5:00pm Monday through Friday, local time, unless otherwise agreed upon by both parties.
 - f. Proven IT does not guarantee that parts will be available during the term of the Agreement, but in the event a manufacturer discontinues parts or supplies for a specific device, the unused portion of the services under this Agreement can be transferred to a new machine purchased through Proven IT. Should all or some parts become unavailable and no longer are supported by the Original Equipment Manufacturer ("OEM") the products shall be considered "End of Life". In such cases, Proven IT will make all reasonable efforts to honor any respective contract Maintenance Agreement term or as agreed upon service coverage. "End of Life" defined products will not be available under new or renewed Contracted Maintenance Agreements.
5. **EQUIPMENT:** All equipment covered under the Agreement must adhere to the following guidelines:
 - a. Equipment must be located in a normal office setting with sufficient amount of space for access, free from excessive dust, humidity, temperature and ammonia or other corrosive fumes.
 - b. Equipment must be operated on an isolated electrical line, if so noted on the Scope of Work Agreement or the OEM. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlets as specified by the OEM.
 - c. Equipment should be operated within the specified operational (including usage) specifications of the OEM.
 - d. Only Proven furnished supplies may be used.
6. **PREVENTATIVE MAINTENANCE:** Proven IT will perform preventative maintenance on each machine based on the manufacturer's recommended interval. This will include cleaning toner and paper dust out of the inside. Checking and proactively replacing high-mortality parts (i.e. rollers) and a wipe-down of the exterior of the machine.
7. **METERS:** Proven IT utilizes Print Management Software to electronically report meters and supply consumption. Customer agrees to work with Proven IT's software administrator to install the Print Management software prior to the New Customer Onboarding. Customer grants Proven IT permission to upgrade, modify, or maintain the Print Management software or to install new releases or additions. Under no circumstances will the Print Management software provide Proven IT access to confidential information other than data directly related to the Printers/Copiers on the network. Customer agrees not to delete, alter, modify, or otherwise render the software unusable during the term of this Agreement and agrees to reinstall the software in the event their actions inadvertently affect reporting capabilities. If Customer declines to install Proven IT's Print Management Software, then Proven IT retains the right to invoice Customer at the prevailing hourly labor rate for services due to manual meter collections. Manual meter collection will be performed during standard business 8:00am to 5:00pm Monday through Friday, local time.
8. **NEW EQUIPMENT ADDED:** Throughout the duration of the Agreement, if additional metered devices of like models to those on the Agreement today are discovered in the Customer fleet, they will be automatically added to this Agreement and initiated for coverage and billing. Throughout the duration of the Agreement, if additional metered devices of dissimilar models to those on the Agreement today are discovered in the Customer fleet, or are reported by the Customer to be added to the Agreement, they will be added to the Agreement at the then current rates and be included for coverage and billing. For devices of this kind, the Customer will have the opportunity to remove the devices from the Agreement 90 days from the date they were added.
9. **REMITTANCE:** Payment is due thirty (30) days from date of Customer's receipt of invoice. Delinquent accounts which are not being disputed in good faith by Customer shall accrue interest at a rate of one and one half percent of the past due amount per month or, (if lower, the maximum rate of interest chargeable under applicable law). Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed with respect to the purchase price listed on this Agreement.
10. **BILLING AND CONTRACT ADJUSTMENT:** Proven IT will invoice the Customer monthly for the Monthly Payment and usage will be reconciled on the frequency indicated on the front of this Agreement. Customer will be invoiced for any overages multiplied by the rates indicated on the front of this Agreement. The contract volume can be adjusted at the end of each reconciliation period. The Contract volume may be adjusted down to the previous quarters' actual usage; not to exceed 15% of the current volume at the time of the adjustment. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base contract payment and overage rates by a maximum of 15% or an equivalent amount to that stated on any associated Value Agreement or Lease Agreement between both the parties. Additionally, Proven reserves the right to increase the base contract payment and overage rates beyond the aforementioned 15% annual increase on equipment which is more than five (5) years old. Proven IT may charge Customer a fee for supply freight and administrative costs for document processing and management.
11. **BREACH OR DEFAULT:** If the Customer does not pay all charges as provided hereunder promptly when due Proven IT may (a) Refuse to service the equipment or (b) Furnish service on a C.O.D. "Per Call" basis at current Proven IT rates. The Customer agrees to pay Proven IT costs and expenses of collection including reasonable attorney's fees permitted by law in addition to all other rights and remedies available to Proven IT.
12. **AGREEMENT:** This Agreement is not refundable or transferable to a third party unless agreed upon in writing by both parties.
13. **PENALTY FOR EARLY CANCELLATION:** This Agreement is binding and noncancelable. If the Customer wishes to terminate the Agreement in advance of the Agreement maturity date then the Customer is responsible for buying out the remaining term of the Agreement. The penalty is calculated using the then current service rates multiplied by the remaining term published on the front of the Agreement or the remaining term based on any Supplements that have been executed modifying the term of the Agreement. For Customer Agreements billing using Actual Meter reads or Usage Based programs, the penalty is calculated based on the prior 12 months average monthly billing multiplied by the remaining term published on the front of the Agreement or the remaining term based on any Supplements that have been executed modifying the term of the Agreement. If there is no request for cancellation, but all devices covered under this Agreement have been removed from service, this will be considered a cancellation of the Agreement and the formula(s) listed above will apply.
14. **RESPONSIBILITY:** Other than the obligations set forth herein, Proven IT disclaims all warranties, expressed or implied, including any implied warranties or merchantability for use or fitness for a particular purpose. Proven IT shall not be responsible for direct, incidental or consequential damages, including but not limited to, damages arising out of the performance of the equipment or the loss of the use of the equipment and the Customer hereby waives any claims related thereby.
15. **INDEMNIFICATION:** Each party shall indemnify, defend and hold harmless the other party and its officers, directors, employees, agents and representatives from any and all claims, losses, damages or expenses, including but not limited to, court costs, fees and expenses of counsel and attorney fees to the extent any such claim, loss, or damage results from a breach of the terms of the Agreement by a party, or resulting from the death or bodily injury for any person or damage to any property to the extent it was caused by the negligent act, willful misconduct, tortuous or other unlawful act, error or omission of a party or its officers, directors, employees, agents and representatives in connection with the subject matter of this Agreement.
16. **JURISDICTION:** This Agreement shall be governed by and construed according to the laws of the State of Illinois applicable to Agreements wholly negotiated, executed and performed in Illinois. It constitutes the entire Agreement between parties and may not be modified except in writing signed by duly authorized officer of Proven IT and the Customer.
17. **TRAINING:** The customer agrees to make available and designate a key contact for training on the use of any Proven IT furnished equipment. Should the employment status of designated operator change so as to affect the contact's availability to perform the assignment, the Customer shall inform Proven IT as soon as reasonably practical. 18. **RENEWAL:** This Agreement shall be renewed automatically upon approval by Proven IT unless Customer notifies Proven IT in writing between 90 and 150 days prior to the end of the Agreement term. Customer agrees to pay the then current rates at the beginning of each subsequent renewal Agreement period.

Initials: _____



Downers Grove Grade School District 58
We Envision. We Seek. We Believe.

Downers Grove Grade School District 58

850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

Mrs. Liz Ehrhart,
Assistant Superintendent for Curriculum and Instruction
eehrhart@dg58.org | 630-719-5869

MEMORANDUM
Curriculum Department

TO: Board of Education
Dr. Kevin Russell, Superintendent

FROM: Mrs. Liz Ehrhart, Assistant Superintendent for Curriculum and Instruction

DATE: April 13, 2026

RE: Middle School Math Resource 5-Year Adoption

Background Information

The Middle School Math Committee has spent considerable time working through the curricular review process and determining next steps for Math instruction for grades 6-8 at the middle schools in District 58. This work has spanned the last two school years and incorporated perspectives from classroom teachers, specialists, students and administrators. We garnered feedback from our pilot teachers and connected our work to the release of the Draft Illinois Comprehensive Numeracy Plan.

After much discussion and reflection upon the experiences of all teachers and our values and beliefs around Math instruction in District 58, the committee reached a consensus around the recommendation of Amplify Desmos as our curricular resource in math for students and teachers in grades six through eight. This resource will also include use with our single and double accelerated elementary students taking 6th and 7th grade math.

Administrative Considerations

As the Board heard at the February 23, 2026 Curriculum Workshop, the middle school math committee selected resources for piloting and used a very detailed scope and sequence to ensure all pilot teachers had similar experiences and ample time to implement and review the potential resources. The committee came to consensus after reviewing the feedback and understanding all implications of full

implementation of a new Middle School math resource. The committee is focused on creating a guaranteed and viable curriculum for our students and teachers using this resource.

The professional learning and support around this implementation will be critical to its success. Trainers from Amplify will be in district on our June 8, 2026 Institute Day and again for our August Institute Day to provide direct support on the implementation of the new materials.

Math committee members will continue to meet this year and next year with the goal of preparing materials and considering the strongest uses of our professional learning time to ensure a fully supported implementation of these new resources and the accompanying instruction in the 2026-27 school year. Professional Learning will also include teachers receiving unit previews throughout next school year to ensure their understanding of the resource and allow for any questions to be answered regarding instruction.

The annual curriculum department budget continues to anticipate resource purchases. This purchase will be able to leverage District dollars, along with Title IIA grant funds, to pay for materials and professional learning in full, and eliminate the need for financing this multi-year adoption.

Additionally, the materials have been on public display at both the District Office and the Downers Grove Public Library since March 10, 2026.

Recommendation

It is recommended that the Board approve the purchase of Amplify Desmos in the quantities defined in the attached quote for a total cost of \$299,146.20 for a 5 year adoption. This includes both teacher and student resources, access to the online platform, and professional learning for staff.



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-733542-1
PQ #: PQ 251211-502414
Date: 2/25/2026
Expires On: 3/27/2026
Delivery Service Level: Standard

Customer Contact Information

Christine Priester
Downers Grove School Dist 58
(630) 719-5835
cpriester@dg58.org

Amplify Contact Information

Justin Boyter
Account Executive
jboyter@amplify.com

5 YR Teacher Digital
5 YR Student Digital
5 YR Student Print
Boost: 5 YR

Grade 6

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math G6 Teacher Blended Package - 5yr (2026-2031)	979-8-89500-493-7	\$1,075.00	6	1	\$6,450.00	\$1,075.00
Amplify Desmos Math G6 with Boost Student Blended Package - 5yr (2026-2031)	979-8-89500-892-8	\$180.00	0	500	\$2,000.00	\$88,000.00
Amplify Desmos Math G6 Teacher Print Set	979-8-89404-297-8	\$370.00	0	11	\$0.00	\$4,070.00
TOTAL					\$8,450.00	\$93,145.00

Grade 7

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math G7 Teacher Blended Package - 5yr (2026-2031)	979-8-89500-514-9	\$1,075.00	6	1	\$6,450.00	\$1,075.00
Amplify Desmos Math G7 with Boost Student Blended Package - 5yr (2026-2031)	979-8-89500-906-2	\$180.00	0	500	\$2,000.00	\$88,000.00

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math G7 Teacher Print Set	979-8-89404-316-6	\$370.00	0	8	\$0.00	\$2,960.00
TOTAL					\$8,450.00	\$92,035.00

Grade 8

PRODUCT	ISBN	PRICE	QUANTITY FREE	QUANTITY CHARGE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math G8 Teacher Blended Package - 5yr (2026-2031)	979-8-89500-535-4	\$1,075.00	6	1	\$6,450.00	\$1,075.00
Amplify Desmos Math G8 with Boost Student Blended Package - 5yr (2026-2031)	979-8-89500-920-8	\$180.00	0	500	\$2,000.00	\$88,000.00
Amplify Desmos Math G8 Teacher Print Set	979-8-89404-335-7	\$370.00	0	8	\$0.00	\$2,960.00
TOTAL					\$8,450.00	\$92,035.00

Professional Development

PROFESSIONAL DEVELOPMENT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
Amplify Desmos Math G6-Alg1 Coaching Session (1 Day Onsite)	4.00	\$3,200.00	\$0.00	\$12,800.00
Amplify Desmos Math G6-Alg1 Initial Training for Teachers (1 Day Onsite)	1.00	\$3,200.00	\$0.00	\$3,200.00
Amplify Desmos Math G6-Alg1 Program Overview for Teachers (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00	\$2,500.00
Amplify Desmos Math G6-Alg1 Program Overview for Leaders (1/2 Day Onsite)	1.00	\$2,500.00	\$0.00	\$2,500.00
TOTAL		\$11,400.00	\$0.00	\$21,000.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$21,931.20	\$21,000.00	\$931.20

TOTAL DISCOUNT
GRAND TOTAL

\$46,350.00
\$299,146.20

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2031.
- Professional Development (PD) Services:
 - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
 - For purchases on or after 1/1/26, please visit <http://amplify.com/pd-expirationterms> for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support)

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details

- **Check:**

Amplify Education, Inc.
P.O. Box 392294
Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.
2. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.
3. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used

in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).

5. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://www.amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at [amplify.com/privacy-security](https://www.amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other

purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or

delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

4:20 Fund Balances

The Superintendent or designee shall maintain fund balances adequate to ensure the District's ability to maintain ongoing levels of service and pay its obligations in a prompt manner, in spite of unforeseen events or unexpected expenses. The Superintendent or designee shall inform the Board whenever it should discuss drawing upon its reserves or borrowing money.

The Board of Education seeks to maintain a year-end fund balance to current-year expense ratio of no less than 35% as calculated under the Illinois State Board of Education's *School District Financial Profile*. This ratio is calculated by dividing the sum of the cash fund balances of the operating funds by the total actual operating expenditures. This calculation shall be determined using the June 30th cash fund balances as reviewed by the Board of Education's auditor. In a fiscal year when the budgeted year-end fund balance to current-year expense ratio falls beneath 33%, the Superintendent or designee shall deliver to the Board of Education by the end of January a financial sustainability plan that delineates a strategy for increasing fund balances over the subsequent fiscal year that will return the District to compliance with this policy.

CROSS REF.: 4.10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

ADOPTED: ~~June 10, 2024~~

Policy 4:152 Regular Capital Facilities Funding

Adequate financial planning and continued investment in capital infrastructure is necessary to operate the schools and maintain the highest quality facilities possible in a fiscally responsible manner, consistent with the financial resources available.

Recognizing that the District's school sites and facilities have been constructed and maintained over their lifespan primarily through local resources for the benefit of past and current students, staff, and community members, the Board of Education will prioritize an ongoing investment in the capital infrastructure and be responsible stewards of these past investments for the benefit of current and future students, staff, and community members.

In conjunction with the annual presentation of a five-year financial plan to the Board of Education, the superintendent or designee will also present a five-year capital improvement plan. This plan will be developed in consultation with the Board of Education's architect and will take into consideration required health/life safety items noted in annual inspections and the most recent ten-year surveys. This plan will identify all pending school maintenance and construction projects (including but not limited to building envelope, interior modernizations, paved surfaces, and health/life safety) and shall contain estimated total costs per project while presenting a capital cost allocation table that distributes these costs as evenly as possible across the five-year period to support annual budgeting and funding requests.

The Board of Education will commit to allocating the necessary financial resources in the annual budget to provide a safe, comfortable, and healthy learning and working environment for students and staff. As required to finance the listed capital improvements, the aforementioned financial plan and the District's fiscal year budget will include annual transfers of no less than \$750,000 into the Capital Projects Fund from the Operations & Maintenance Fund starting with Fiscal Year 2027. Each year, the minimum amount of the transfer is required to grow by the prior year's Consumer Price Index used for the calculation of the "Tax Cap."

The Board will strive to maintain, and increase when possible, budget allowances each year to address the capital infrastructure needs consistent with Board Policy [4:10](#) *Fiscal and Business Management*. The allowances will be considered committed for the intended use, but will not be counted as fund balance for the purpose of Board Policy [4:20](#) *Fund Balances*. The balance, when combined with the assets of the Operations and Maintenance Fund, will not exceed two times the combined average annual expenditures of the Operations and Maintenance and Capital Projects Funds.

Adopted: January 13, 2025

Amended: _____

Downers Grove Grade School District 58



Downers Grove Grade School District 58
We Envision. We Seek. We Believe.

Downers Grove Grade School District 58
850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

MEMORANDUM

TO: Board of Education, Dr. Kevin Russell

FROM: Gregory Harris, Assistant Superintendent for Business/CSBO

DATE: April 13, 2026

RE: Rexnord Property Tax Abatement

Background: In August of 2017, the Board of Education approved an abatement agreement to incentivize an expansion of the Rexnord facility, located at 2400 Curtiss Street in Downers Grove. This abatement agreement was also agreed to by the board of District 99. The Village of Downers Grove, for its part, agreed to waive permit and inspection fees for the project. Altogether, this was a nice win for the community as more jobs were created and the tax base was increased for the taxing districts.

Administrative Considerations: The tax abatement applies to the excess real estate taxes on the Rexnord property as a result of the expansion project. The 2025 tax year is the seventh year of this agreement (out of nine years). According to the terms of the agreement, 30% of taxes shall be abated in year seven. This means that, for 2025, the Board of Education is obligated to abate \$46,754.22 in property taxes.

Recommendation: It is recommended that the Board approve the resolution instructing the County Clerk to abate property taxes as described in the initial agreement and for the administration to work with the County Clerk to ensure that the terms of the 2017 agreement are met.

**RESOLUTION AUTHORIZING PROPERTY TAX ABATEMENT
FOR THE REXNORD FACILITY FOR THE 2025 TAX YEAR**

WHEREAS, under section 18-165 of the *Property Tax Code* (35 ILCS 200/18-165), “[a]ny taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes...” on several categories of property, including “the property of any commercial or industrial firm,” provided that “[t]he abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000”; and

WHEREAS, the Board of Education previously approved the agreement attached hereto as Exhibit A (the “Agreement”) with Rexnord Industries, LLC (“Rexnord”) to abate certain property taxes with respect to an expansion of the manufacturing facility at 2400 Curtis Street, Downers Grove, Illinois (“Rexnord Facility”) to induce Rexnord to bring more jobs to the community and increase the School District’s tax base; and

WHEREAS, Rexnord has completed the project and has provided the required annual certification to the Board as required under paragraph 2(D) of the Agreement, and the Board finds that Rexnord has satisfied the conditions of the Agreement and is eligible to receive the property tax abatement as stated under the Agreement with respect to the 2025 tax year.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Downers Grove Grade School District No. 58, DuPage County, Illinois, as follows:

Section 1: The Board finds that all of the recitals contained above are true and correct, and that the same are incorporated herein by reference.

Section 2: The Board hereby orders the Clerk of DuPage County, Illinois to abate property taxes for the Rexnord Facility as stated in the Agreement for the 2025 tax year; except that the aggregate abatement, in accordance with the Agreement, of real estate taxes on the Rexnord Facility by the Board and all other taxing districts combined shall not exceed the total of four million dollars (\$4,000,000).

Section 3: The Board directs the Secretary of the Board or designee to file a certified copy of this Resolution with the Office of the DuPage County Clerk.

Section 4: All resolutions or parts thereof in conflict with this Resolution are repealed and this Resolution shall be in full force and effect immediately upon its passage.

[The remainder of this page is left intentionally blank. Signature page follows.]

ADOPTED this 13th day of April, 2026, by the following roll call vote:

AYES: _____

NAYS: _____

ABSENT: _____

**BOARD OF EDUCATION OF
DOWNERS GROVE GRADE SCHOOL
DISTRICT NO. 58,
DUPAGE COUNTY, ILLINOIS**

By: _____
Its: President

ATTEST

By: _____
Its: Secretary

621076_1

STATE OF ILLINOIS)
)
COUNTY OF DUPAGE) SS

SECRETARY’S CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Board of Education of Downers Grove Grade School District No. 58, County of DuPage, Illinois (the “School District”), and that, as such official, I am the keeper of the records and files of the Board of Education of said School District.

I do further certify that the foregoing Resolution Authorizing Property Tax Abatement for the Rexnord Facility for the 2025 Tax Year is the true, correct, and complete copy of said Resolution as adopted by the Board of Education of said School District at a meeting held on the 13th day of April, 2026.

IN WITNESS WHEREOF, I hereunto affix my official signature this 13th day of April 2026.

Secretary
Board of Education
Downers Grove Grade School District No. 58
DuPage County, Illinois

**TAX ABATEMENT AGREEMENT BETWEEN DOWNERS GROVE
GRADE SCHOOL DISTRICT NO. 58 AND REXNORD INDUSTRIES,
LLC REGARDING EXPANSION PROJECT**

This AGREEMENT (the "Agreement") is entered into this 28th day of August, 2017 (the "Effective Date") by and between the BOARD OF EDUCATION OF DOWNERS GROVE GRADE SCHOOL DISTRICT NO. 58, DuPage County, Illinois, an Illinois public school district ("DISTRICT 58" or "the DISTRICT") and REXNORD INDUSTRIES, LLC, a Delaware limited liability company ("REXNORD"). DISTRICT 58 and REXNORD are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, REXNORD has an aerospace manufacturing business which currently owns and operates a manufacturing facility (the "REXNORD Facility") located at 2400 Curtis Street, Downers Grove, Illinois (the "REXNORD Property"). A true and accurate legal description of the REXNORD Property is attached here as Exhibit A and made a part hereof; and

WHEREAS, REXNORD is investing in the development of the REXNORD Property by allowing the construction of a new facility (the "New Facility") with approximately two hundred thousand (200,000) square feet of modernized manufacturing infrastructure and offices, including the purchase of new machinery and equipment by REXNORD (the "Expansion Project"), after which the REXNORD Facility will be razed; and

WHEREAS, the Expansion Project is expected to cost in excess of Nineteen Million Dollars (\$19 million) to have developed; and

WHEREAS, REXNORD seeks public financial assistance for the Expansion Project and has requested a property tax abatement from the DISTRICT of the additional property taxes caused by the Expansion Project in excess of those property taxes currently paid on the REXNORD Property, to make the Expansion Project feasible; and

WHEREAS, to induce REXNORD to proceed with the Expansion Project, DISTRICT 58 agrees to provide REXNORD with a real estate tax abatement regarding certain real estate taxes assessed by DISTRICT 58 against the REXNORD Property in excess of those real estate taxes currently paid on the REXNORD Property (the "Tax Abatement"); and

WHEREAS, the Tax Abatement will provide a real estate tax abatement from DISTRICT 58 to REXNORD pursuant to Section 18-165 of the Illinois Property Tax Code (35 ILCS 200/18-165) (the "Abatement Law"); and

WHEREAS, by providing the Tax Abatement, DISTRICT 58 will provide an inducement to REXNORD to cause the Expansion Project to be constructed and operated, for the financial benefit of the DISTRICT 58 through the enlargement of the overall tax base of the DISTRICT; and

WHEREAS, other area units of local government, including but not limited to Downers Grove Elementary School District No. 58 and the Village of Downers Grove, are also expected to approve a tax abatement for the REXNORD Project like that set forth in this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. INCORPORATION OF PREAMBLES. The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. REXNORD OBLIGATIONS TO RECEIVE AND MAINTAIN TAX ABATEMENT. REXNORD's right to receive the Tax Abatement under this Agreement is expressly conditioned upon REXNORD causing the performance of the following conditions:

A. REXNORD shall cause the construction of, and operate the Expansion Project in accordance with, Exhibit B which is attached hereto and made a part hereof.

B. REXNORD shall use best efforts to obtain certificates of occupancy for the Expansion Project from all governmental entities having jurisdiction over the Expansion Project, on or near December 31, 2018. The date that REXNORD receives the last certificate of occupancy for the Expansion Project from all governmental entities having jurisdiction over the design and construction of the Expansion Project shall be the "Commencement Date." REXNORD shall notify DISTRICT 58 of the Commencement Date within fourteen (14) calendar days of the Commencement Date.

C. REXNORD shall operate the Expansion Project for the design and manufacture of highly-engineered seals and bearings for critical applications in the aerospace industry, including a visitor center and related uses at what will be REXNORD's aerospace headquarters. The REXNORD Facility shall remain operational for that use and any other use permitted by applicable zoning laws, including variances, use permits and amendments to applicable zoning laws, for the term of the Tax Abatement. During the term of the Tax Abatement and for a

period of two (2) years thereafter, if REXNORD moves its operations from the REXNORD Property to an area outside the territorial boundaries of the DISTRICT or otherwise closes or ceases its operations at the REXNORD Property, REXNORD shall refund to the DISTRICT all Tax Abatement amounts previously received by REXNORD. Such refund of Tax Abatement amounts shall be paid by REXNORD to the DISTRICT within ninety (90) days of the DISTRICT's written demand for payment.

D. During the term of this Agreement, REXNORD shall provide DISTRICT 58 with a certification stating its number of employees and average wages. The certification shall be provided to DISTRICT 58 annually to certify December 31st employment and wages by the following March 1. During any calendar year, to the extent employment at the REXNORD Property is less than 200 full-time employees or the average compensation falls below \$40,000 per year but the REXNORD Property remains open and continues to operate, the Tax Abatement shall be reduced pro rata based upon the lesser of the number of full-time employees below 200 or the actual average compensation compared to \$40,000 per year.

E. Commencing with the Commencement Date and concluding upon fulfillment of the Tax Abatement, REXNORD shall not file any tax rate objection against the DISTRICT. In addition, to the extent REXNORD pursues an assessment appeal during the period REXNORD is entitled to receive the Tax Abatement at either the Property Tax Appeal Board, the Circuit Court, or by a Certificate of Error, any refund issued to REXNORD (or any affiliated entity) pursuant to an assessment appeal shall be credited to the DISTRICT as a

reduction in a subsequent year Tax Abatement, so as to preserve the actual Tax Abatement Obligation as set forth below. Notwithstanding the foregoing, REXNORD may contest or file an assessment appeal when (i) the assessed valuation of the REXNORD Property increases by more than three percent (3.0%) over the assessed valuation of the REXNORD Property of the prior assessment year (exclusive of the assessed value added by the Expansion Project), or (ii) REXNORD believes there is a manifest computational or factual error in the tax assessment or tax bill for the Property. In the event REXNORD files an assessment appeal as permitted herein, within five (5) days of filing such appeal, it shall provide to the DISTRICT a copy of its appeal along with all evidence supporting the appeal. Failure to provide notice of the appeal within such time period shall require REXNORD to dismiss and/or withdraw the appeal.

F. Commencing with the Effective Date and concluding five (5) years following the termination of the Tax Abatement, REXNORD shall be prohibited from filing a petition to detach the REXNORD Property from the territorial boundaries of the DISTRICT or from otherwise cooperating with or encouraging a detachment petition filed by another with respect to the REXNORD Property.

G. REXNORD shall secure similar tax abatement agreements from Downers Grove Elementary School District No. 58 and the Village of Downers Grove. If REXNORD fails to secure such tax abatement agreements by the Commencement Date, the DISTRICT may, in its sole discretion, terminate this Agreement.

H. The conditions and obligations set forth in this Paragraph 2 of the Agreement shall be conditions precedent to the Tax Abatement obligations of DISTRICT 58 contained herein.

I. Notwithstanding anything herein that may be deemed to the contrary, REXNORD shall have the right to enter into a sale-leaseback transaction for the REXNORD Property ("Sale-Leaseback") and its entry into a Sale-Leaseback shall not be deemed a violation of any of its obligations under this Agreement and REXNORD shall be entitled to receive the Tax Abatement subsequent to a Sale-Leaseback. The counter-party(ies) to the Sale-Leaseback shall be made aware of the obligations and terms of this Agreement and REXNORD shall continue to be bound in all respects to this Agreement.

3. **DISTRICT 58 ABATEMENT OBLIGATION.** Subject to REXNORD satisfying the conditions precedent contained in Paragraph 2 above, and otherwise being in compliance with the applicable terms and conditions of this Agreement, DISTRICT 58 agrees to implement the Tax Abatement. Such Tax Abatement shall be based upon DISTRICT 58's proportionate share of the excess of the real estate taxes levied on the REXNORD Property upon completion of the Expansion Project less the real estate taxes levied on the REXNORD Property in the 2016 tax assessment year, as follows, with each "Year" representing a full assessment year and the first year of Tax Abatement being the first full assessment year after the year which includes the Commencement Date:

A. Percentage of taxes abated each Year of Tax Abatement:

Year of Tax Abatement	Percentage of Taxes to be Abated
1	90%
2	80%
3	70%
4	60%
5	50%
6	40%
7	30%
8	20%
9	10%

B. The Tax Abatement shall only apply to the excess real estate taxes on the REXNORD Property as a result of the Expansion Project. The Tax Abatement shall be based upon the difference between the 2016 tax assessment bill for the REXNORD Property, and the tax bill for the REXNORD Property for the particular Year of Tax Abatement and multiplying it by the applicable percentage of taxes to be abated per the table in Paragraph 3(A) immediately above. By way of example, and not in any way as a limitation, if the 2016 tax assessment bill for the REXNORD Property was \$95,000 and the tax bill in Year 3 of the Tax Abatement is \$400,000, the Tax Abatement calculation would be $(\$400,000 - \$95,000) \times .70 = \$213,500$. District 58 would then be obligated to abate a portion of the \$213,500 based on its proportionate share of the total tax bill.

C. Upon verification by DISTRICT 58 that REXNORD is in compliance with Paragraph 2D, and is otherwise in compliance with any other applicable terms

and conditions of this Agreement, DISTRICT 58 shall take all actions required for establishing the Tax Abatement, as required by the Abatement Law, including approving, and filing with DuPage County Clerk, a resolution directing the DuPage County Clerk to abate taxes consistent with this Agreement.

4. REAL ESTATE TAX OBLIGATIONS OF REXNORD.

A. For the duration of the Agreement, REXNORD shall inform DISTRICT 58 of all changes in the Permanent Index Number(s) identifying the REXNORD Property within a reasonable time after REXNORD is advised by DuPage County of such changed Permanent Index Number. DISTRICT 58 acknowledges and agrees that so long as REXNORD informs DISTRICT 58 of a change in the Permanent Index Number(s) for the REXNORD Property within a reasonable time after REXNORD is advised by DuPage County of such changed Permanent Index Number(s), then the Tax Abatement shall apply with respect to such modified Permanent Index Number(s).

B. REXNORD shall annually provide the DISTRICT with copies of the most recent real estate tax bill for the REXNORD Property, for purposes of auditing compliance with this Agreement. REXNORD agrees to pay, or cause to be paid, all general and special real estate taxes levied against the REXNORD Property, including any improvements related to the Expansion Project located thereon, on or prior to the date same is due, and said real estate taxes shall not become delinquent. REXNORD shall deliver evidence of payment of such real estate taxes to the DISTRICT 58 upon request.

5. GENERAL CONDITIONS/REQUIREMENTS.

A. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party.

B. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which DISTRICT 58 may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party.

C. This Agreement shall be recorded on title to the REXNORD Property at the expense of REXNORD. REXNORD shall provide the DISTRICT with a copy of the recorded Agreement within thirty (30) days of recordation.

D. Neither Party shall be entitled to exercise any right hereunder, or at law or in equity, on account of any default by the other Party in accordance with the provisions of this Agreement, unless it gives the defaulting party ten (10) business days prior notice of its intention to take such action, and unless during such period the defaulting party has not (a) cured such default, or (b) if such default is not reasonably capable of being cured within such 10-business day period, commence curing such default, and thereafter diligently proceeded to complete such cure and caused such default to be cured as soon as practicable but in no event later than thirty (30) days following receipt of such notice. Upon a breach of this Agreement by REXNORD, and subject to the above notice and cure provisions, DISTRICT 58 may repeal its Tax Abatement resolution, and any Party, by an action or proceeding solely in equity brought in the Circuit Court

of DuPage County, Illinois, may seek the specific performance of the covenants and agreements herein contained, for failure of performance; provided, however, the remedy of specific performance or other similar equitable remedies shall not be available for REXNORD's failure to maintain certain numbers of employees, certain average compensation of employees, some or all of its operations at the Property or to otherwise construct the New Facility.

E. In the event of a default by any of the Parties, the defaulting Party, as adjudicated by a court of competent jurisdiction, shall pay to the non-defaulting Party, upon demand, the non-defaulting Party's reasonable costs, charges and expenses, including, but not limited to, the costs of accountants, consultants, attorneys, and others retained by the non-defaulting Party for the purpose of enforcing any of the obligations of the defaulting Party under this Agreement.

F. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements, and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

G. If the performance by any Party hereunder is delayed because of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

6. **NOTICES.** Notice or other writings which any Party is required to, or may wish to, serve upon any other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, sent and addressed to the persons set forth by signature block below or to such other address, or additional individuals/entities, as any Party may from time to time designate in a written notice to the other Parties, with a copy to:

Rexnord Corporation
Legal Department
247 Freshwater Way
PO Box 2022
Milwaukee, WI 53201

7. **COUNTERPARTS.** This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

8. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

9. **ASSIGNMENT.** Subject to District 58's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, REXNORD shall have the right to assign the benefits of this Agreement to any person or entity acquiring its interest in the Property; provided, however, District 58's prior written consent shall not be required for any assignment to any entity that is related to, controlled by or

controls REXNORD. Any such assignment shall not constitute a breach of Paragraph 2C.

10. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below, which date shall be inserted on page 1 hereof.

IN WITNESS WHEREOF, the DISTRICT, pursuant to authority granted by the Illinois Property Tax Code, has caused this Agreement to be signed by its President and attested by its Secretary; and REXNORD, pursuant to proper authority granted in accordance with its organizational documents, has caused this Agreement to be executed by its Vice President and attested by its Secretary.

**BOARD OF EDUCATION
DOWNERS GROVE GRADE SCHOOL
DISTRICT NO. 58, DuPage County, Illinois**

By: [Signature]
President

Attest: [Signature]
Secretary

Date: 10/2/2017

Mailing address:

Superintendent
Downers Grove Grade School Dist. No. 58
Administrative Service Center
1860 63rd Street
Downers Grove, IL 60516

REXNORD INDUSTRIES, LLC

By: [Signature]
Howard Lederman, Vice President-Tax

Attest: [Signature]
Secretary *Witness*

Date: 8/28/17

Mailing address:

Howard Lederman
Rexnord Corporation
247 Freshwater Way
PO Box 2022
Milwaukee, WI 53201

EXHIBIT A

LEGAL DESCRIPTION:

BOUNDARY BASED ON FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER DW17007224 DATED MARCH 13, 2017.

Parcel 1: Lot 1 in Chain Belt Company's Assessment Plat of part of Section 12, Township 38 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1957 as document 857024, in Du Page County, Illinois.

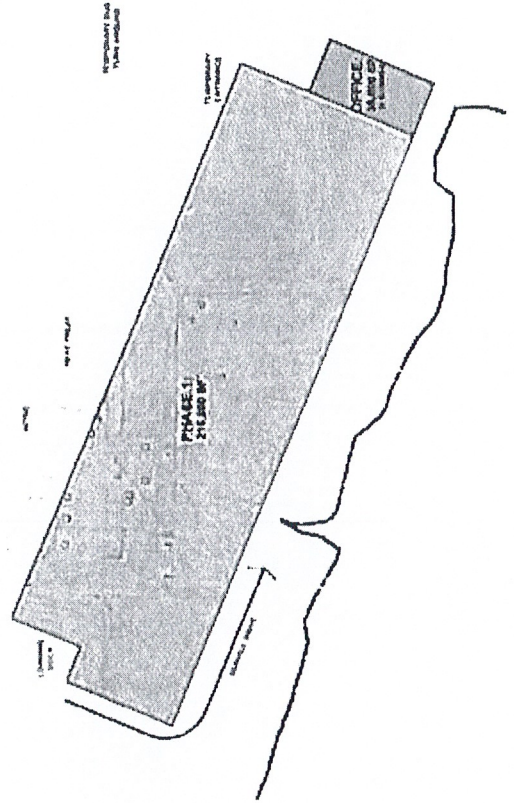
Parcel 2: Lot 2 in Chain Belt Company's Assessment Plat of part of Section 12, Township 38 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded September 20, 1957 as document 857024, except that part thereof lying West of the East Line of Lot 1 in Jay C. Bennett, Sr. County

Clerk Downers Grove Sanitary District Assessment Plat recorded February 4, 1986 as document R86-11117, in Du Page County, Illinois.

EXHIBIT B

Expansion Project shall include construction of a new facility of approximately 200,000 square feet on the property described in EXHIBIT A as depicted in the preliminary site plan below. This site plan is preliminary and subject to change.

EXISTING BUILDING





Downers Grove Grade School District 58
We Envision. We Seek. We Believe.

Downers Grove Grade School District 58
850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

Dr. Gregory Harris, Assistant Superintendent for Business
gharris@dg58.org | 630-719-5800

MEMORANDUM

Business Department

TO: The District 58 Board of Education
Dr. Kevin Russell, Superintendent

FROM: Dr. Greg Harris, Assistant Superintendent for Business

DATE: April 13, 2026

RE: SASSED Leases for SY 26-27

Background

SASED is requesting to lease seven (7) classrooms for the 2025-2026 school year. The total proposed rental receipts for the District are \$165,347; this is an increase from last school year.

Administrative Considerations

This lease continues the existing room rentals for SASSED programs.

Recommendation

It is recommended to authorize the administration to enter the room rental agreement with SASSED per the attached agreement.



Lease

1. **PARTIES:** The parties to this Lease are **Downers Grove Grade School District #58**, DuPage County, Illinois, having its principal offices at 850 Curtiss Street, Suite 200, Downers Grove, Illinois (“Lessor”), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois (“Lessee”). The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. **PREMISES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

**Two Visually Impaired Classrooms, Indian Trail Elementary School
6235 Stonewall Avenue, Downers Grove, IL 60516**

**Four Structured Learning Environment (SLE) Classrooms, Kingsley Elementary School
One SLE Multipurpose Room, Kingsley Elementary School
6509 Powell Street, Downers Grove, IL 60516**

including all furnishings and ordinary school equipment necessary to use said rooms as classrooms (to include student and staff chairs and desks, white board, book shelves and/or book cases).

Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor’s programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee’s use of facilities of common benefit will substantially disrupt or conflict with Lessor’s use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. **TERM:** This Lease shall be for a term of one year commencing on August 12, 2026 and continuing until August 11, 2027. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. The Lessee shall notify the Lessor of any such renewal request by March 15, 2027 and the Lessor shall accept or decline the renewal request by March 31, 2027.

4. **RENT AND RELATED COSTS:** Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the school year 2026-2027 it is hereby agreed that the fees for Space Usage are as follows:

<input type="checkbox"/> Grades K-8:	\$23,621	x	7 classrooms = \$165,347
<input type="checkbox"/> High School:	\$25,675		
<input type="checkbox"/> Office Space:	\$12,324		

Total \$165,347

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2027, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. Rent Offset:

a. If Lessor is unable to fulfill any of Lessor's obligations relating to furniture, equipment, or services required by this Lease, Lessor shall contact Lessee with written email notice of unfilled obligations. The Lessee may also provide the Lessor with notice of unfilled obligations via a written email notice. If Lessor is unable to correct the unfilled obligations, Lessee and Lessor will collaboratively determine a rent offset to reduce the amount of rent paid.

b. The amount of the rent offset will equal either of the following, at Lessee's option:

i. Lessee may offset up to Five Hundred Dollars (\$500.00) for every month (or partial month) during which Lessor's unfilled obligation(s) continues. If Lessee reasonably anticipates that the unfilled obligation(s) will continue after the due date for rent (i.e., January 1), Lessee may assess an offset for months occurring after January 1. The specific amount of the offset (up to \$500 per month) will be determined by Lessee in collaboration with the Lessor

ii. Lessee may assess an offset equal to the costs incurred by Lessee to provide the furniture, equipment, or services that Lessor was unable to provide, including any costs Lessee reasonably anticipates incurring after the due date for rent (i.e., January 1).

7. REGULATION OF STUDENTS AND CLASSROOMS: Lessor shall have the right to establish reasonable rules and regulations:

- a. For the conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
- b. For the reasonable use of the classroom

8. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

9. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premise without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

10. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities.

11. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If default be made in the payment of the rent, or any part thereof, or in any of the covenants herein contained to be kept by Lessee, it shall be lawful for the Lessor at any time, at its election, within 30 days of written notice and the right to cure, to declare the term ended and this Lease forfeited.

12. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the waste or misuse of the premises by Lessee, its agents, employees, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

13. LIABILITY INSURANCE AND INDEMNIFICATION: Lessor shall maintain adequate insurance to insure against claims for bodily injury and property damage resulting from the use of the Lessor's premises. In addition, Lessee shall purchase General Liability coverage with a \$1,000,000 per occurrence limit, \$2,000,000 General Aggregate and \$500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor as additional insured on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's business purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASSED offices and Lessor's offices.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgments, causes of action, costs, expenses (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused by an act or omission of the indemnifying party or its Board, Board members, employees, volunteers or agents.

14. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

15. SERVICES: Space Usage shall include the following:

- Regular classroom or equivalent space, including use of utilities, garbage removal, snow removal and lawn cutting.
- Janitorial service, supplies and general maintenance.

- A proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. SASED staff and students are an integral part of the building, inclusive of building communications and crisis planning. Student fees required by the Lessor for students attending these programs are billed to SASED and will be included in the tuition costs billed to the district of residence. SASED staff members have access to the following on the same basis that other staff in the building have access: the building, general building supplies copy machine, etc. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving problems that are the result of the district network or the result of SASED provided hardware and software interacting with the network. This assistance shall be coordinated with SASED technology staff. SASED teachers working with students included in district classroom programs will be allowed to participate in Lessor's staff meeting and activities, inclusive of celebrations and assemblies. The Lessor's building principal, secretary, and nurse consider the staff and students their responsibility, however, this responsibility is secondary to the SASED program coordinator. "Inclusion fees" have been integrated into this lease agreement. The payment of rental fee provides for the cost to Lessor of having staffing patterns and other items impacted by including SASED students in the Lessor's programs. The rent amount identified above includes, and there shall be no additional charge for, SASED's use of the premises, facilities, utilities, supplies, maintenance services, access, support, personnel services, programs, area and facilities of common benefit described herein.
- Services provided by Lessor's school nurse will include basic oral medication management, basic first aid services, and other services provided to non-disabled peers.
- With regard to the school day for SASED students, start and end times shall be the same as for the other students in the school.
- SASED direct hired, certified staff members assigned to the leased Premises shall be provided with an email account issued by Lessor and/or be included on the building and district's email distribution list. All students and their parents/guardians shall be included on the email distribution list of the Lessor's building.
- SASED staff members will be included in Lessor's crisis planning and crisis education/training for the school. Evacuation routes will be specifically outlined and individualized in order to meet the needs of SASED students. This may include access to ramps and/or alternate arrangements for mobility challenged students.
- SASED Individual student inclusion consideration:
 - Prior to an IEP meeting, when inclusion may be considered, SASED administrative designee will collaborate with host site

- administrative designee.
- o When considering inclusion, the host subject specific general education will be invited to the IEP meeting, or other appropriate personnel as determined by host site administrative designee and SASSED designee
- o Decisions about individual student inclusion needs will be shared in projections in February of the upcoming school year and throughout the remainder of the school year. SASSED will provide a list of inclusion needs for the upcoming school year to both the building and district administrator in the spring of the preceding year.

16. ADDENDUM: This Lease may include an Addendum, if different/additional terms are warranted due to special circumstances (such as a unique space size). If an Addendum is used, it will be signed and dated by both parties, attached to this Lease, and considered a part of this Lease.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 1st day of July 2026 .

Downers Grove School District #58
850 Curtiss Street, Suite 200
Downers Grove, IL 60515

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

By:

Assistant Superintendent for Business

SASED Executive Director

Attest:

Attest:

Secretary

SASED Assistant Director of Business/CSBO

MEMORANDUM

TO: Downers Grove District 58

FROM: Jordan Schulz - Huffman Keel/Forge, Owners Representative Team

DATE: 4/9/2026

RE: Phase III Budget – Owner’s Contingency Reallocation Request

Members of the School Board,

At the District’s request, the project team is seeking Board approval to reallocate \$200,000 from the Owner’s Contingency to the Phase III project budget to fund new instructional spaces at El Sierra Elementary School.

This work was not included in the original referendum program or the previously awarded Phase III construction contract. The additional scope involves the creation of new office/small group instruction spaces and classroom spaces to increase instructional capacity in response to growth and projected enrollment at both El Sierra and in the school’s dual language program, hosted at El Sierra.

Work will include demolition of existing partitions, casework, and building systems; new partition walls and ceilings; finishes; doors; HVAC (ductwork, air terminals, exhaust fan, and thermostats); electrical (lighting, receptacles, and panel updates); and technology rough-in. Also included are plumbing improvements to the new Art/Music/Activity room, with a dedicated sink added to support art instruction.

Pricing and final scope alignment are ongoing; however, the \$200,000 reallocation represents the project team’s current need for the funding required and will be confirmed prior to execution of the change order.

The project team respectfully requests Board approval to reallocate \$200,000 from the Owner’s Contingency to the Phase III budget as described above. This work is intended to be completed this summer concurrent with the previously approved Phase III construction program.

Please do not hesitate to reach out with any questions.

On behalf of the project team, and at your service,

Jordan Schulz



March 30, 2026

Dr. Kevin B. Russell
Downers Grove Grade School District 58
850 Curtiss Street, Suite 200
Downers Grove, IL 60515

RE: Moving and Relocation Services for Summer 2026 Moves (June and August)

Dr. Russell,

On March 5, 2026, public notice was given regarding an invitation to bid on Moving Services for the Downers Grove Grade School District 58 with moving scope at Pierce Downer, Belle Aire, and El Sierra Elementary Schools. The following bidders responded by attending a mandatory building walk-through, and by submitting bids:

- The Armstrong Company, Lombard, IL
- Hallett & Sons Expert Movers, Inc., Summit, IL
- Hollander Storage and Moving Co., Elk Grove Village, IL
- Midwest Moving & Storage, Elk Grove Village, IL

Bids were received on March 19, 2026 from the above vendors. Bids were read in a public bid reading, and we held a follow-up scope review meeting on March 20, 2026 with Midwest Moving and Storage, who provided the low-bid for all three elementary schools.

For the 2026 move-out and move-in processes (June and August), Huffman Keel recommends engaging Midwest Moving and Storage for all three elementary schools. Please see bids by school below.

Bidder	Pierce Downer	El Sierra	Belle Aire
The Armstrong Company	\$75,564.00	\$73,535.00	\$61,358.00
Hallett Movers	\$43,614.35	\$28,071.55	\$28,071.55
Hollander Storage and Moving Co.	\$36,750.00	\$36,400.00	\$37,815.00
Mid-West Moving and Storage	\$27,566.00	\$27,001.00	\$23,911.00

Our recommendations are based on the following factors:

1. Proposed numbers of each from Midwest being more competitive than their fellow bidders.
2. Midwest has strong experience on K-12 school projects in their references and have worked with the District in summer 2024 on referendum project work.
3. Midwest participated in a school-specific scope review and demonstrated clear understanding and a sound approach with their move plans. They also clearly understood the time sensitive nature of summer slam projects, the need to work in concert with the District and Bulley & Andrews, and the critical role these initial moves play to the overall summer kick-off.



The total cost for summer 2026 move-out and move-in is at **\$78,478.00**, with available funds in the moving budget at \$116,984 (original budget was \$350,000 for the entirety of this project). This constitutes a possible savings of \$38,506.

Please do not hesitate to let me know if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Jennifer O'Brien'.

Jennifer O'Brien, Development Manager
Huffman Keel Partners, Inc.



Downers Grove Grade School District 58
We Envision. We Seek. We Believe.

Downers Grove Grade School District 58
850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

Kevin Barto, Director of Buildings & Grounds
kbarto@dg58.org | 630-719-5858

MEMORANDUM
Buildings & Grounds

TO: Board of Education
FROM: Kevin Barto; Dr. Gregory Harris
DATE: April 13, 2026
RE: Phase 3 Moving & Relocation Services

Background Information

As the District implements changes in the middle and elementary schools due to the referendum improvements, utilizing moving services is necessary.

Administrative Considerations

We had good participation in the bidding process as four vendors provided bids. Funds for this process were budgeted as part of the overall referendum construction budget. Please see the Huffman Keel memo for additional details. I concur with their memorandum and recommendation.

Recommendation

Motion to approve the bid from Mid-West Moving and Storage at a total cost of \$78,478.00.