

AGENDA
REGULAR QUARTERLY MEETING
TRUSTEES OF SCHOOLS, THORNTON TWP36, RGE14
OCTOBER 12, 2023

- 1) ROLL CALL
- 2) APPROVAL OF MINUTES OF PREVIOUS MEETINGS:
JULY 20, 2023
- 3) CITIZENS COMMENTS
- 4) APPROVAL OF TSA/OMNI AS 403(B) AND 457 PLAN ADMINISTRATOR
- 5) APPROVAL OF OFFICE STAFF WAGES AND BENEFITS
- 6) APPROVAL OF BILLS 07/01/23-9/30/23
- 7) APPROVAL OF FY24 BUDGET
- 8) APPROVE DEPOSITORY RESOLUTION
- 9) APPROVE TWO YEAR LEASE FOR 16106 S. PARK AVENUE BUILDING
- 10) APPROVE TREASURER'S TRIP TO SAN DIEGO: ASSOC. FOR FINANCIAL PROFESSIONALS
- 11) APPROVE PARIO AUDIT SERVICES
- 12) APPROVE LARSON TAX SERVICES
- 13) APPROVE LASERFICHE PURCHASE
- 14) TREASURER'S REPORT
 - OFFICE UPDATE
- 15) ATTORNEY'S REPORT
- 16) CLOSED SESSION – DISCUSS HIRING, DISCIPLINE, PERFORMANCE, COMPENSATION,
DISMISSAL AND RESIGNATION, MATTERS OF PENDING, PROBABLE OR IMMINENT
LITIGATION
- 17) ADJOURNMENT

**MINUTES OF REGULAR BOARD MEETING
TRUSTEES OF SCHOOLS, THORNTON TWP36 NORTH,
RGE14 EAST**

JULY 20, 2023

The Regular Meeting of the Board of the Trustees of Schools of Thornton Township 36 North, Range 14 East, convened at 5:10 p.m. on Thursday, July 20, 2023. In attendance were Trustees Dwayne Thrash and Martin Lareau. Also, in attendance were Mark Sheahan, Clerk; Paul Woehlke, Business Manager SD 151. Andrew Holmes, Trustee, was absent.

The first agenda item was the approval of the minutes of the previous meeting:

A motion to approve the minutes of the Adjourned Regular Quarterly Meeting of June 1 2023 was made by Mr. Lareau with a second by Mr. Thrash. On roll call the members voted as follows:

Aye: Mr. Thrash and Mr. Lareau

Nay: None Carried

The Clerk asked if anyone in the audience would like to address the Board. Paul Woehlke from SD 151 discussed his ongoing concerns with the Treasurer's office.

A motion was made to appoint Winner Law as Attorney for the Thornton Trustee's office was made by Mr. Lareau with a second by Mr. Thrash. On roll call the members voted as follows:

Aye: Mr. Thrash and Mr. Lareau

Nay: None Carried

The next item of business was to discuss the office staff wages and benefits for FY23-F24. A motion was made to table the discussion to the next meeting. On roll call the members voted as follows:

Aye: Mr. Thrash and Mr. Lareau

Nay: None Carried

The next item of business was to discuss the Budget for FY23-F24. A motion was made to table the discussion to the next meeting. On roll call the members voted as follows:

Aye: Mr. Thrash and Mr. Lareau

Nay: None Carried

A motion was made to approve the depository resolution as presented by Mr. Lareau with a second by Mr. Thrash. On roll call the members voted as follows:

Aye: Mr. Thrash and Mr. Lareau

Nay: None Carried



Services Agreement

This service agreement ("AGREEMENT") is entered into this 1st day of November, 2023 (the "EFFECTIVE DATE") by Thornton Township Trustees of Schools, having a principal place of business located at 16106 South Park Avenue, South Holland, IL 60473 ("EMPLOYER"), and U.S. OMNI & TSACG Compliance Services, Inc. ("OMNI/TSA"), having principal places of business at P.O. Box 2799, Ft. Walton Beach, Florida 32549. This AGREEMENT sets forth the terms and conditions under which OMNI/TSA shall provide third party administrator services for EMPLOYER. It incorporates by reference and is governed by the Master Terms and Conditions ("MTC") located at <https://www.tsacg.com/TSA/media/TSA/content-files/forms/OMNI-TSA-NY-Address-Terms-and-Conditions.pdf>.

1. Scope of Work

WHEREAS, EMPLOYER sponsors certain voluntary retirement programs under Section 403(b), 457(b), 401(a), and other related plans ("Plan(s)") of the Internal Revenue Code (IRC), and OMNI/TSA provides retirement plan consulting, compliance, and administration services to Employers for such Plan(s). The parties agree that OMNI/TSA shall act as the third party administrator for EMPLOYER'S Plan(s) as of the EFFECTIVE DATE in accordance with the below-described provisions.

2. Responsibilities at Implementation

- a. Necessary Information – EMPLOYER agrees to provide and/or render reasonable assistance to provide OMNI/TSA all information relevant to the Plan(s) that is necessary for OMNI/TSA to fulfill its obligations under this AGREEMENT and implement services. EMPLOYER further agrees to provide all necessary information on a timely basis relative to services provided and service dates set forth in this AGREEMENT or agreed to by the Parties.
- b. Necessary Data – EMPLOYER agrees to provide all available data necessary to complete the services provided by OMNI/TSA as outlined in this AGREEMENT. Such data shall include, but not be limited to, existing plan documents, any relevant EMPLOYER policies and procedures, participating service provider information, other benefit plans that may affect the administration/compliance of the Plan(s), employee data relevant to Maximum Allowable Contribution (MAC) calculations to the extent possible, demographic/census data for all employees, and all additional information deemed necessary to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT and implement services. Data required shall be supplied electronically by EMPLOYER in a format mutually agreed upon by the Parties.
- c. Necessary Agreements – OMNI/TSA shall provide all forms and agreements necessary for participants to contribute to the plan(s) such as the Salary Reduction Agreement ("SRA") and plan transaction forms. OMNI/TSA shall communicate any confidential information, including but not limited to plan contribution changes to EMPLOYER'S payroll department through secure e-mail, or other mutually agreeable platform that can securely transmit confidential information. OMNI/TSA shall enter into Information Sharing Agreements ("ISA") with Investment Providers on behalf of EMPLOYER. EMPLOYER agrees to execute an Authorization of Agency and SRA waiver and assist, as needed, in procuring any necessary agreements and forms to accomplish the implementation.

3. Ongoing Administration Services

OMNI/TSA shall provide the following ongoing administrative services:

- a. Participant Support services to address any plan inquiries.
- b. Maintain records of all transactions processed by OMNI/TSA and any records of data preceding OMNI/TSA services as provided by EMPLOYER.
- c. Maintain a distribution account for plan contributions.
- d. Serve as the common remitter for the Plan and promptly remit all funds to the employee's selected investment provider.
- e. Process SRA's received online, fax or mailed. OMNI/TSA shall communicate plan contribution changes by secure email to the EMPLOYER'S payroll department or other mutually agreeable platform that can securely transmit confidential information.
- f. Process all plan transactions such as age/severance/disability/death distributions, contract exchanges, transfers, loans, hardship/unforeseeable emergency withdrawals, service credit transfers, rollover contributions and QDRO's provided that EMPLOYER has begun to remit, and OMNI/TSA has been in possession, of all necessary documents such as EMPLOYER'S written plan.



- g. Provide EMPLOYER with yearly contribution limits for all contributing employees, including all applicable catch-up provision, and ongoing calculation and monitoring of said limits.
- h. Provide a Plan Document and provide amendments to the Plan pursuant to EMPLOYER'S request or changes in law during the term of this AGREEMENT.
- i. Verify that investment accounts are ready to receive contributions prior to communicating a contribution change to the EMPLOYER.
- j. Provide the EMPLOYER with a yearly notice of its plan to all eligible employees for 403(b) Universal Availability purposes. EMPLOYER shall distribute this notice to all employees at least once each calendar year.
- k. Agrees to cooperate with and offer assistance to the EMPLOYER in the event of an IRS audit of its 403(b) and/or 457(b) plan.
- l. Provide ongoing assistance, guidance, and information to Employers, their officials/administrators, employees, union representatives or investment providers with respect to the Plan including contributions, transactions, documents or any other related issues.
- m. Upon request, issue federal 1099-R form(s) for plan participants with respect to plan distributions that do not qualify for tax deferred treatment.
- n. Provide ongoing administrative support to Employer, including but not limited to, the development of appropriate policies/procedures regarding all employee retirement programs. Such administrative support includes research and development of any new programs that may be beneficial to the Employer and its employees.

The EMPLOYER shall perform the following:

- a) Transfer plan contribution funds via ACH or wire to OMNI/TSA's distribution account for remittance to employee's selected investment provider.
 - b) Establish a secure email or other mutually acceptable platform to permit OMNI/TSA and EMPLOYER to transmit and receive confidential information and data.
 - c) Provide OMNI/TSA will relevant information and data to permit OMNI/TSA to fulfill its obligations set forth in this AGREEMENT.
 - d) Maintain responsibility of characterization of non-elective contributions and any other agreement it has relevant to the Plan(s), including but not limited to collective bargaining agreements, memorandum of agreements, etc.
- Instruct staff to cooperate fully with OMNI/TSA and obtain all necessary information for OMNI/TSA to complete its duties set forth in this AGREEMENT.

4. Fees

EMPLOYER agrees that OMNI/TSA's fees for 403(b) and/or 457(b) administration services at the rates and methods shown in the Plan and Fee Schedule attached hereto as EXHIBIT A.

5. Term of Agreement

This AGREEMENT shall commence on the Effective Date and shall remain in effect until otherwise terminated. Either party may terminate this AGREEMENT upon 30 days written notice to the other party. Either party may cancel this AGREEMENT, immediately, in whole or in part, for material default, material breach, insolvency, bankruptcy, and inability to pay debts, or similar financial circumstances by the other. In the event of any such termination, OMNI/TSA shall invoice the EMPLOYER for any amounts due and payable for Services rendered to EMPLOYER prior to the effective date of termination and EMPLOYER shall pay such invoice within ten (10) days of EMPLOYER'S receipt thereof. Upon payment of such invoice, OMNI/TSA shall deliver to EMPLOYER all work completed up to the effective date of such termination and neither party shall have any further obligation or liability to the other.



In witness whereof, the Parties hereto have caused this AGREEMENT to be executed by the duly authorized representatives as follows:

Thornton Township Trustees of Schools		OMNI AND TSACG COMPLIANCE SERVICES, INC.	
Signed:		Signed:	
Print name:		Print name:	Janet Williamson
Title:		Title:	Managing Director, Finance & HR
Date:		Date:	
EIN:	36-6006476	EIN:	16-1538542



EXHIBIT A

Plan and Fee Schedule

Services

- 403(b)
- 457(b)

Fee Schedule

Employer Pay

- 50 or less contributing participants non-SPARK vendors - \$600.00 annually to be invoiced monthly

Thornton Township Trustees of Schools

Initials _____



Authorization of Agency

Thornton Township Trustees of Schools (Employer) With offices located at 16106 South Park Avenue, South Holland, IL 60473, pursuant to the terms and conditions of its Services Agreement with OMNI/TSACG Compliance Services, Inc., with principal office located at P.O. Box 2799, Ft. Walton Beach, Florida 32549 ("OMNI/TSACG") hereby appoints OMNI/TSACG as its duly authorized agent, to have full power and authority, as your Third Party Administrator ("TPA") to act on your behalf in any and all compliance matters pertaining to your 403(b) and/or 457(b) program, including but not limited to entering into Information Sharing Agreements with various service providers, pursuant to Section 1.403(b)-10(b)(2) of the Treasury Regulations.

Accordingly, OMNI/TSACG is authorized to execute any and all documents in connection with its role as your TPA, and do all things incidental to or in furtherance of compliance with Section 403(b) laws and regulations.

This authorization shall remain in full force and effect until such time as your Services Agreement with OMNI/TSACG expires or is terminated.

To induce any third party to act in reliance upon this document, you hereby agree that any third party receiving a duly executed copy, facsimile, or electronic form of this document may act in reliance thereon, and that revocation or termination of this document shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party.

The individual whose signature appears below is duly authorized to execute this document.

Employer's Name: Thornton Township Trustees of Schools

By: _____ (please print the name of individual signing)

Title: _____

Signature: _____ Date: _____

Address: _____

Telephone Number: _____

Email: _____

_____ of _____, 20 _____

STATE OF _____

COUNTY OF _____ S.S

On the _____ day of _____, 20 _____ before me the undersigned a notary public in and for said state, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the document, the individual or the person upon behalf of which the individual acted, executed the document.

Notary Public [Affix Stamp or Seal]

TTO

Salary Analysis

7/1/2023

Employee	Position	FY 22/23 Base Salary	Addl Pay	Bonus	FY 22/23 Earnings	4%	CTST	TTST
Ciera Banks	Administrative Assistant	\$ 35,680.00	\$ -	\$ 750.00	\$ 36,430.00	50,000.00	6,000	44,000
Alzena Clark	Payroll Administrator I	\$ 56,650.00	\$ 3,009.76	\$ 750.00	\$ 60,409.76	62,826.15	7,539	55,287
Quinton Crudup	Payroll Administrator II	\$ 58,000.00	\$ 3,081.52	\$ 750.00	\$ 61,831.52	64,304.78	7,717	56,588
Natalie Lewis	Bookkeeper	\$ 65,000.00	\$ 3,453.84	\$ 750.00	\$ 69,203.84	71,971.99	8,637	63,335
				\$	191,445.12	199,102.92	23,892.35	175,210.57
Subtotals				\$	227,875.12	\$ 249,102.92	\$ 29,892.35	\$ 219,210.57
Amount over FY23					\$	\$ 21,227.80		
Annalise Gingold-Nelson						\$ 99,000.00	11,880	87,120
Mark Sheahan (increase at end of first year)						\$ 166,000.00	19,920	146,080
TBD						\$ 65,000.00	7,800	57,200
Total						\$ 579,102.92	\$ 69,492.35	\$ 509,610.57

No more additional pay

No more Christmas bonus

Forty hour work week, with OT or comp time at time and a half--8-4:30, 1/2 hour lunch

8-4 on Fridays.

Juneteenth will be added as holiday

Insurance goes from \$18,100 to \$18,500. Covers Health, Dental, and Vision. Life and LTD are board paid.

Thornton Twp. Treasurer

BILLS LISTED FOR APPROVAL

JULY 1, 2023 THROUGH SEPTEMBER 30, 2023

10-Oct-23

	BUDGET	EXP TO DATE	UNEXPENDED
REVENUES:			
Charges to districts	1,581,797.00	-	1,581,797.00
Miscellaneous (Toner return)	-	364.06	(364.06)
Other	-	-	-
	<u>1,581,797.00</u>	<u>364.06</u>	<u>1,581,432.94</u>
EXPENDITURES:			
GENERAL OFFICE:			
CTST Salaries and Benefits	832,180.00	210,157.56	622,022.44
PURCHASED SERVICES:			
Office	22,880.00	16,703.60	6,176.40
Education & Training	35,000.00	910.00	34,090.00
Audit/Financial Svcs.	184,850.00	59,872.00	124,978.00
Legal	21,000.00	12,806.75	8,193.25
Trustees	6,000.00	187.50	5,812.50
General Maintenance	12,000.00	3,867.17	8,132.83
Equipment Maintenance	15,000.00	6,247.86	8,752.14
Surety Bond-Trustee Liability	45,000.00	32,834.00	12,166.00
Rent	117,000.00	37,706.00	79,294.00
Travel	5,000.00	-	5,000.00
Personal Liability Insurance	6,248.00	7,095.00	(847.00)
Property Insurance	500.00	240.00	260.00
Worker's Compensation	2,200.00	550.41	1,649.59
Unemployment	5,280.00	(2,140.06)	7,420.06
General Liability	2,609.00	2,963.00	(354.00)
Telephone	6,600.00	3,164.03	3,435.97
General Office Supplies	19,700.00	3,885.12	15,814.88
Computer Supplies	7,500.00	181.09	7,318.91
Utilities	8,500.00	2,282.67	6,217.33
Capital Outlay/Equipment	20,000.00	-	20,000.00
Contingency	5,000.00	-	5,000.00
Dues and Fees	5,000.00	-	5,000.00
Tyler Tech	196,000.00	-	196,000.00
Other Community Services	750.00	-	750.00
District Payments due TTO	-	3,882.50	(3,882.50)
TOTAL EXPENDITURES	<u>1,581,797.00</u>	<u>403,396.20</u>	<u>1,182,283.30</u>

*CTST expended here, will be JE'd

PRESIDENT

Dwayne Thrash

CLERK

Mark J. Sheahan

Thornton Township Trustee of Schools

Expenditure Report with Detail Options

Account Mask: ??????????????

Fiscal Year: 2023-2024

From Date: 7/1/2023

To Date: 9/30/2023

☐ Exclude PR encumbrance ☐ Include pre encumbrance ☐ Print accounts with zero balance

Account Number / Description	Expend PTD	Original Budget	Amended Budget	Expended YTD	Encumbered YTD	Unexpended Bal	% Used
Educational FUND							
10.5.2310.110.0000.00.00 / SALARY-TREASURER	\$0.00	\$0.00	\$139,425.00	\$0.00	\$0.00	\$139,425.00	0.00%
10.5.2310.111.0000.00.00 / SALARY-GENERAL OFFICE	\$68,659.36	\$0.00	\$323,364.00	\$68,659.36	\$176,552.64	\$78,152.00	75.83%
10.5.2310.111.0221.00.00 / Salaries - General Office	\$56,480.00	\$0.00	\$0.00	\$56,480.00	\$0.00	(\$56,480.00)	0.00%
10.5.2310.112.0000.00.00 / SALARY-PT/OT	\$2,672.60	\$0.00	\$16,798.00	\$2,672.60	\$9,872.52	\$4,252.88	74.68%
10.5.2310.113.0000.00.00 / SALARY - CFO	\$39,424.00	\$0.00	\$141,104.00	\$39,424.00	\$101,376.00	\$304.00	99.78%
10.5.2310.212.0000.00.00 / BENEFITS-IMRF	\$8,561.42	\$0.00	\$62,153.00	\$8,561.42	\$0.00	\$53,591.58	13.77%
10.5.2310.212.0221.00.00 / Municipal Retirement (Imrf)	\$4,013.41	\$0.00	\$0.00	\$4,013.41	\$0.00	(\$4,013.41)	0.00%
10.5.2310.213.0000.00.00 / BENEFITS-FICA	\$6,866.93	\$0.00	\$47,875.00	\$6,866.93	\$0.00	\$41,008.07	14.34%
10.5.2310.213.0221.00.00 / Federal Insurance Act (Fica)	\$3,501.76	\$0.00	\$0.00	\$3,501.76	\$0.00	(\$3,501.76)	0.00%
10.5.2310.214.0000.00.00 / BENEFITS-MEDICARE	\$1,605.87	\$0.00	\$9,071.00	\$1,605.87	\$0.00	\$7,465.13	17.70%
10.5.2310.214.0221.00.00 / Medicare Only	\$818.99	\$0.00	\$0.00	\$818.99	\$0.00	(\$818.99)	0.00%
10.5.2310.220.0000.00.00 / BENEFITS-HEALTH INSURANCE	\$16,339.27	\$0.00	\$83,991.00	\$16,339.27	\$0.00	\$67,651.73	19.45%
10.5.2310.221.0000.00.00 / LIFE INSURANCE	\$74.09	\$0.00	\$0.00	\$74.09	\$0.00	(\$74.09)	0.00%
10.5.2310.223.0000.00.00 / Dental Insurance	\$1,045.58	\$0.00	\$0.00	\$1,045.58	\$0.00	(\$1,045.58)	0.00%
10.5.2310.224.0000.00.00 / VISION INSURANCE	\$94.28	\$0.00	\$0.00	\$94.28	\$0.00	(\$94.28)	0.00%
10.5.2310.225.0000.00.00 / BENEFITS-ANNUITY	\$0.00	\$0.00	\$8,399.00	\$0.00	\$0.00	\$8,399.00	0.00%
10.5.2310.300.0000.00.00 / PURCHASE SERVICES-OFFICE EXP	\$16,703.60	\$0.00	\$22,880.00	\$16,703.60	\$0.00	\$6,176.40	73.01%
10.5.2310.314.0000.00.00 / PURCHASE SERVICES-EDUCATION &	\$910.00	\$0.00	\$35,000.00	\$910.00	\$0.00	\$34,090.00	2.60%
10.5.2310.317.0000.00.00 / AUDIT/FINANCIAL SERVICES	\$59,872.00	\$0.00	\$184,850.00	\$59,872.00	\$0.00	\$124,978.00	32.39%
10.5.2310.318.0000.00.00 / LEGAL SERVICES	\$12,806.75	\$0.00	\$21,000.00	\$12,806.75	\$0.00	\$8,193.25	60.98%
10.5.2310.319.0000.00.00 / PURCHASE SERVICES-TRUSTEES	\$187.50	\$0.00	\$6,000.00	\$187.50	\$0.00	\$5,812.50	3.13%
10.5.2310.320.0000.00.00 / PURCHASE SERVICES-GENERAL MAI	\$3,867.17	\$0.00	\$12,000.00	\$3,867.17	\$0.00	\$8,132.83	32.23%
10.5.2310.323.0000.00.00 / PURCHASE SERVICES-EQUIP MAINT	\$6,247.86	\$0.00	\$15,000.00	\$6,247.86	\$0.00	\$8,752.14	41.65%
10.5.2310.325.0000.00.00 / PURCHASE SERVICE-RENT	\$37,706.00	\$0.00	\$117,000.00	\$37,706.00	\$0.00	\$79,294.00	32.23%
10.5.2310.330.0000.00.00 / PURCHASE SERVICE-TRAVEL	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
10.5.2310.340.0000.00.00 / PURCHASE SERVICE-TELEPHONE	\$3,164.03	\$0.00	\$6,600.00	\$3,164.03	\$0.00	\$3,435.97	47.94%

Thornton Township Trustee of Schools

Expenditure Report with Detail Options

Account Mask: ???????????????

Fiscal Year: 2023-2024 From Date: 7/1/2023 To Date: 9/30/2023

☐ Exclude PR encumbrance ☐ Include pre encumbrance ☐ Print accounts with zero balance

Account Number / Description	Expend PTD	Original Budget	Amended Budget	Expended YTD	Encumbered YTD	Unexpended Bal	% Used
10.5.2310.380.0000.00.00 / PURCHASE SERVICES-SURETY BONI	\$32,834.00	\$0.00	\$45,000.00	\$32,834.00	\$0.00	\$12,166.00	72.96%
10.5.2310.381.0000.00.00 / PURCHASE SERVICES-PER LIAB INS	\$7,095.00	\$0.00	\$6,248.00	\$7,095.00	\$0.00	(\$847.00)	113.56%
10.5.2310.382.0000.00.00 / PURCHASE SERVICES-PROPERTY INI	\$240.00	\$0.00	\$500.00	\$240.00	\$0.00	\$260.00	48.00%
10.5.2310.383.0000.00.00 / PURCHASE SERVICES-WORKMAN'S C	\$550.41	\$0.00	\$2,200.00	\$550.41	\$0.00	\$1,649.59	25.02%
10.5.2310.384.0000.00.00 / PURCHASE SERVICE-UNEMPLOYMEN	(\$2,140.06)	\$0.00	\$5,280.00	(\$2,140.06)	\$0.00	\$7,420.06	-40.53%
10.5.2310.385.0000.00.00 / PURCHASE SERVICE-GEN LIAB INS	\$2,963.00	\$0.00	\$2,609.00	\$2,963.00	\$0.00	(\$354.00)	113.57%
10.5.2310.410.0000.00.00 / OFFICE SUPPLIES	\$3,885.12	\$0.00	\$19,700.00	\$3,885.12	\$0.00	\$15,814.88	19.72%
10.5.2310.460.0000.00.00 / SUPPLIES-UTILITIES	\$2,282.67	\$0.00	\$8,500.00	\$2,282.67	\$0.00	\$6,217.33	26.85%
10.5.2310.490.0000.00.00 / SUPPLIES-COMPUTER	\$181.09	\$0.00	\$7,500.00	\$181.09	\$0.00	\$7,318.91	2.41%
10.5.2310.540.0000.00.00 / CAP OUTLAY-EQUIPMENT PURCHASE	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
10.5.2310.600.0000.00.00 / OTHER OBJECT-CONTINGENCY	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
10.5.2310.640.0000.00.00 / DUES AND FEES	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
10.5.2310.690.0000.00.05 / SD 205	\$1,555.00	\$0.00	\$0.00	\$1,555.00	\$0.00	(\$1,555.00)	0.00%
10.5.2310.690.0000.00.32 / SD 132	\$1,102.50	\$0.00	\$0.00	\$1,102.50	\$0.00	(\$1,102.50)	0.00%
10.5.2310.690.0000.00.48 / SD 148	\$750.00	\$0.00	\$0.00	\$750.00	\$0.00	(\$750.00)	0.00%
10.5.2310.690.0000.00.50 / SD 150	\$475.00	\$0.00	\$0.00	\$475.00	\$0.00	(\$475.00)	0.00%
10.5.2310.691.0000.00.00 / TYLER TECH	\$0.00	\$0.00	\$196,000.00	\$0.00	\$0.00	\$196,000.00	0.00%
10.5.3900.390.0000.00.00 / Other Community Service	\$0.00	\$0.00	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
Total For Educational	\$403,396.20	\$0.00	\$1,581,797.00	\$403,396.20	\$287,801.16	\$890,599.64	43.70%

Thornton Township Trustee of Schools

Expenditure Report with Detail Options

Fiscal Year: 2023-2024 From Date: 7/1/2023 To Date: 9/30/2023

Account Mask: ?????????????? Exclude PR encumbrance ☐ Include pre encumbrance ☐ Print accounts with zero balance

Account Number / Description Expended PTD Original Budget Amended Budget Expended YTD Encumbered YTD Unexpended Bal % Used

Education/CT FUND

11.5.2310.110.0000.00.00 / SALARY-TREASURER	\$3,852.24	\$0.00	\$26,575.00	\$3,852.24	\$9,905.76	\$12,817.00	51.77%
11.5.2310.111.0000.00.00 / SALARY-GENERAL OFFICE	\$5,510.40	\$0.00	\$61,636.00	\$5,510.40	\$14,169.60	\$41,956.00	31.93%
11.5.2310.112.0000.00.00 / OT/PT	\$0.00	\$0.00	\$3,202.00	\$0.00	\$0.00	\$3,202.00	0.00%
11.5.2310.113.0000.00.00 / SALARY - CFO	\$5,376.00	\$0.00	\$26,896.00	\$5,376.00	\$13,824.00	\$7,696.00	71.39%
11.5.2310.212.0000.00.00 / BENEFITS-IMRF	\$1,139.32	\$0.00	\$11,847.00	\$1,139.32	\$0.00	\$10,707.68	9.62%
11.5.2310.213.0000.00.00 / BENEFITS-FICA	\$913.78	\$0.00	\$9,125.00	\$913.78	\$0.00	\$8,211.22	10.01%
11.5.2310.214.0000.00.00 / BENEFITS-MEDICARE	\$213.78	\$0.00	\$1,729.00	\$213.78	\$0.00	\$1,515.22	12.36%
11.5.2310.220.0000.00.00 / BENEFITS-HEALTH	\$0.00	\$0.00	\$15,500.00	\$0.00	\$0.00	\$15,500.00	0.00%
11.5.2310.223.0000.00.00 / Dental	\$0.00	\$0.00	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
11.5.2310.224.0000.00.00 / VISION INSURANCE	\$0.00	\$0.00	\$109.00	\$0.00	\$0.00	\$109.00	0.00%
11.5.2310.225.0000.00.00 / Annuity	\$0.00	\$0.00	\$1,601.00	\$0.00	\$0.00	\$1,601.00	0.00%
11.5.2310.300.0000.00.00 / Purchase Services	\$0.00	\$0.00	\$30,398.00	\$0.00	\$0.00	\$30,398.00	0.00%
11.5.2310.410.0000.00.00 / Supplies	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
11.5.2310.691.0000.00.00 / Tyler	\$0.00	\$0.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	0.00%
Total For Education/CT	\$17,005.52	\$0.00	\$203,318.00	\$17,005.52	\$37,899.36	\$148,413.12	27.00%

Thornton Township Trustee of Schools

Expenditure Report with Detail Options

Account Mask: ????????????????

Account Number / Description

Grand Total:

☐ Exclude PR encumbrance

☐ Exclude Budget

☐ Include pre encumbrance

☐ Encumbered YTD

Expended PTD

Original Budget

Amended Budget

Expended YTD

Encumbered YTD

Unexpended Bal

% Used

\$420,401.72

\$0.00

\$1,785,115.00

\$420,401.72

\$325,700.52

\$1,039,012.76

41.80%

From Date: 7/1/2023

To Date: 9/30/2023

Print accounts with zero balance

End of Report

THORNTON TOWNSHIP TREASURER
Not approved budget FY24-For Discussion Purposes Only

	Budget FY23	Actual 6/30/23	Proposed FY24	TTST	CTST
SALARIES					
Treasurer	155,000	201,163	166,000	139,425	26,575
General Office	329,000	377,665	385,000	323,364	61,636
Overtime	34,000	19,323	20,000	16,798	3,202
CFO			168,000	141,104	26,896
BENEFITS					
IMRF	68,500	52,995	74,000	62,153	11,847
FICA	30,500	35,093	57,000	47,875	9,125
Medicare	7,500	8,673	10,800	9,071	1,729
Insurance Benefits	108,600	31,522	100,000	83,991	16,009
Annuity	5,000	-	10,000	8,399	1,601
PURCHASE SERVICES					
Office Expenses	26,000	112,055	26,000	22,880	3,120
Education/Training	3,000	8,000	35,000	35,000	-
Professional Fees	65,000			-	-
Audit/Financial Services	62,000	373,144	200,000	184,850	15,150
Legal Services	30,000	68,367	25,000	21,000	4,000
Trustees	5,500	4,338	6,000	6,000	-
General Maintenance	13,000	20,545	12,000	12,000	-
Equipment Maintenance	7,500	17,491	15,000	15,000	-
Rent	100,000	103,115	117,000	117,000	-
Travel	800	-	5,000	5,000	-
Telephone	9,000	12,277	7,500	6,600	900
Surety Bonds	50,000	88,332	50,000	45,000	5,000
Liability Insurance	7,000	4,638	7,100	6,248	852
Property Insurance	500	570	500	500	-
Worker's Compensation	2,000	1,062	2,500	2,200	300
Unemployment Insurance	8,000	6,994	6,000	5,280	720
General Liability	500	6,936	2,965	2,609	356
SUPPLIES					
Office Supplies	31,650	26,879	20,000	19,700	300
Utilities	8,000	11,223	8,500	8,500	-
Computer Supplies	2,500	15	7,500	7,500	-
EQUIPMENT					
Capital Outlay	6,500	1,140	20,000	20,000	-
MISCELLANEOUS					
Contingency	1,000	49	5,000	5,000	-
DUES AND FEES	6,000	2,450	5,000	5,000	-
TYLER TECH	201,000	208,484	210,000	196,000	14,000
Other Community Service	750	-	750	750	-
	1,385,300	1,804,538	1,785,115	1,581,797	203,318

RESOLUTION

WHEREAS, Mark J. Sheahan, Treasurer of Schools of Thornton Township, State of Illinois, has requested this Board of Trustees to designate a bank or banks or other depository in which be deposited pursuant to the terms of an Act of the General Assembly of the State of Illinois, which Act is now in full force and effect; and

WHEREAS, the following banks were heretofore designated by this undersigned body of as the proper depositories to be used by said Mark J. Sheahan, Treasurer of Schools of Thornton Township, and

WHEREAS, the following depositories have furnished the said Board of Trustees with a copy of the latest call statements required either by the auditor of Public Accounts of the State of Illinois; or the comptroller of Currency, as the case may be, such statements, as of date set opposite each of the following banks, and

WHEREAS, the said Board of Trustees has checked such statements.

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees that the following named banks/financial institutions are hereby designated to continue as depositories in which the funds and monies received by Mark J. Sheahan, Treasurer of Schools of Thornton Township, may be deposited:

Bank of America
Old National Bank (formerly First Midwest Bank)
Bank of New York Mellon
BMO Harris Bank
Fifth Third Bank
First American Bank
Hinsdale Bank (Wintrust Community Bank)
Providence Bank
Republic Bank of Chicago
IIIT IL Institutional Investor Trust
PMA Financial Network, Inc.
The Illinois Funds – US Bank
Mesirow
Stone X

BE IT FURTHER RESOLVED that if such funds or monies are deposited in a bank herein designated as a Depository, the amount of such deposits shall not exceed seventy-five (75%) percent of the capital and surplus of such Bank and such Township School Treasurer shall not be discharged from responsibility for any such funds or monies deposited in any bank in excess of such limitation.

STATE OF ILLINOIS

COUNTY OF COOK

I, Dwayne Thrash, do hereby certify that the above and foregoing is a true copy of a Resolution adopted by the Trustees of Schools, Thornton Twp36, Rge14, this 12th day October, 2023.

President

LEASE

Lease Summary

Date of Lease: May 1, 2023

Term: May 1, 2023 to October 31, 2025 (~2 years)

Commencement of Term: May 1, 2023

Location of Premises: 16106/16104 South Park Avenue, South Holland, IL 60473

Description of Premises: Office Building

Monthly Rent: In accordance with Rider A (page 11 of 11)

LESSEE:
Thornton Township Trustees of Schools
Mr. Mark Sheahan
Thornton Township School Treasurer
16104/16106 South Park Avenue
South Holland, IL 60473

LESSORS:
DSDB Properties, LLC
Ms. Debbie Sale/Ms. Dale Brown
Owners
c/o Debbie Sale
19810 N. 68th Drive
Glendale, AZ 85308

THIS AGREEMENT made and entered into as of the first day of May, 2023, by and between DSDB Properties, LLC,-organized under-the-laws-of the-State-of-Indiana (hereinafter-referred to as "Lessor") and the Thornton Township Trustees of Schools, a municipal entity organized and existing under the laws of the State of Illinois (hereinafter referred to as "Lessee").

WITNESSETH THAT,

WHEREAS, Lessor is the owner of certain real estate located at 16106/16104 South Park Avenue, South Holland, Illinois 60473 (the "Lease Parcel"), which is comprised of approximately forty-three hundred (4300) square feet (the "Building");

WHEREAS, Lessee currently leases the entire Parcel and desires to renew the lease of the Lease Parcel and the Building for this purpose, said Lease Parcel and Building, with all related improvements, are referred to herein as the "Premises"; and

WHEREAS, Lessor is agreeable to renewing the lease of the Premises to Lessee, subject to, and in accordance with, the terms and conditions of the Lease;

NOW THEREFORE, in consideration of the promises and the covenants and conditions hereinafter set forth, it is hereby understood and agreed as follows:

1. Incorporation of Lease Summary, Preamble and Rider A

The provisions, conditions and definitions set forth in the Lease Summary and Preamble to this Agreement, along with Rider A, are hereby incorporated as a substantive part of this Lease.

2. Lease of Premises by Lessor to Lessee

Lessor hereby leases the Premises to Lessee, and Lessee hereby leases Premises from Lessor, for the purposes set forth in Section 3 of this Lease for the Term specified in the Lease Summary.

3. Use of Premises

The Premises will be used for the operation of an office. Lessor warrants that the intended use of the premises complies with all applicable zoning regulations or that a variance has been obtained there from.

4. Rent

Lessee will pay to Lessor as Rent for the Premises during the Term specified above, the sum in Rider A as Monthly Rent, with rent to be paid monthly, in advance, on the first business day of each calendar month during the Term. If this Lease commences after the first day of a month, the first and last payments will be prorated. Rent will be paid at Lessor's address

stated above or such other address as Lessor may designate in writing. Rent for any period less than a full month will be prorated based upon the actual number of days occupied over the number of days in that month.

5. Condition of Premises

Lessee agrees to return the Premises to Lessor at the expiration or termination of this Lease in as good condition and repair as when received, except for normal wear and tear, and damage by storm, fire, lightning, earthquake, or other casualty.

6. Lessor's Maintenance

Lessor agrees to keep in good repair, at Lessor's own sole risk and expense, the roof, foundations, exterior walls and structural components of the Building, which is included in the Premises, (exclusive of all glass and exclusive of all doors which are part of the Premises, which glass and doors will be the responsibility of Lessee). Lessor will also keep in good repair, at Lessor's own sole risk and expense, all paving, of the driveways, sidewalks and parking lots, and underground utility and sewer pipes, except repairs rendered necessary by the negligence or willful misconduct of Lessee, its agents, employees, or invitees.

7. Lessee's Maintenance

Lessee, throughout the Term of this Lease and at Lessee's expense, will maintain the Premises in good order and repair, but Lessee's obligation to so maintain and repair will not include maintenance and repairs expressly required to be made by Lessor under Section 6 above. Lessee will undertake all necessary snow removal on all driveways, parking areas and sidewalks. Lessee will contract for the inspection of heating and air conditioning units bi-annually by a licensed service. In no event will Lessee be obligated to replace the plumbing fixtures, electrical, heating, or HVAC systems or facilities, unless such systems or facilities are damaged by the gross negligence or willful misconduct of Lessee or Lessee's failure to conduct bi-annual inspections.

8. Insurance

Lessor shall carry fire and extended coverage insurance on the Premises and improvements in an amount equal to replacement values at its own expense. Further, Lessee shall, at its option, maintain insurance on the contents. The Lessee shall, at its own cost and expense, but for the mutual benefit of the Lessor and the Lessee, maintain general public liability insurance against claims for bodily injury, including death and property damage occurring upon, in or about the Premises, such insurance to afford protection to the limit of not less than Two Million Dollars (\$2,000,000) in respect to bodily injury, death or accident, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to property damage.

Lessee will obtain and maintain in effect fire and extended coverage insurance on, fixture, equipment, furniture and other personal property of Lessee on or about the Premises.

Lessee and Lessor each hereby release the other from and against any liability for loss or damage to its property arising from a risk insured by an applicable fire and extended coverage insurance policy, even though such loss or damage was caused by the negligence of the party so released, or its agents, or employees.

Each such insurance policy obtained by a party hereto will name the other party as an additional insured party or loss payee and said policy will be cancelable upon no less than thirty (30) days advance written notice to the other party, and each such policy will contain a waiver of subrogation as against said other party. If either party fails to obtain and pay for such insurance, and such failure continues for a period of fifteen (15) days after such party, which is obligated to obtain said insurance, receives notice of failure from the other party, said other party, at its option, may obtain such insurance and charge the actual reasonable costs thereof to party which has so failed to perform.

In addition, the policies of insurance of both parties shall be endorsed as follows:

"Any written agreement of release from liability entered into by the insured prior to the occurrence of any loss hereunder shall not affect this policy or the right of the insured to recover hereunder."

Lessee shall observe all reasonable regulations and requirements of underwriters concerning the use and condition of the Premises, tending to reduce fire hazard and insurance rates, and not to permit nor allow any rubbish, waste or products to accumulate on said Premises.

9. Taxes

Lessee is a unit of local government and is exempt from taxation. Any and all taxes levied shall be the sole responsibility of Lessor.

10. Utilities

In addition, to the Rent above specified, Lessee will pay all water, gas, electric, and power bills which are charged, levied, or taxed with respect to utilities furnished for Lessee's use and occupancy of the Premises.

11. Improvements

Lessee will not make any alterations or improvements to the Premises, which may affect the structure of the Building or which may affect the mechanical, plumbing, or electrical systems of the Building, without first securing Lessor's prior consent, which consent will not be unreasonably withheld. Lessee will be entitled to make all other alterations or improvements that it desires. Lessor's insurance will not apply to any of Lessee's alterations or improvement. Lessor will not be obligated to replace any repair or damage. Upon the termination of this Lease, Lessee will be entitled to remove any alterations or improvements made by it, which can be removed without causing material damage to the Premises or the Building; Lessee will repair any damage to the Premises, or the Building, caused by any such removal.

12. Liens

Lessee will not permit any mechanic's lien or liens to be placed upon the Premises, or upon the Building or any improvement located thereon, during the Term hereof in connection with work performed by or on behalf of Lessee. In case of the filing of any such lien or liens, Lessee promptly will pay or cause the discharge of the same, and if Lessee fails to so do within thirty (30) days after Lessee's receipt of written notice from Lessor to pay or cause the discharge of such lien or liens, then

Lessor will have the right to pay the same, or any portion thereof, without inquiry as to the validity thereof, and any such amount so paid by Lessor may be declared to be additional rent, payable with the installment of Rent next due thereafter. However, Lessor will not pay or discharge any such lien, if Lessee notifies Lessor that Lessee is disputing such lien and Lessee has also furnished to Lessor security which is reasonably satisfactory to Lessor.

13. Compliance with Laws

Lessee will comply with all applicable laws, ordinances, rules, regulations and lawful requirements of all competent authorities with respect to Lessee's use and occupancy of the Premises, provided, however, that Lessee will not be required to make any alterations or structural repairs to the Premises (other than the ordinary maintenance required to be performed by Lessee as provided for in Section 7 hereof), whether required by law or otherwise.

14. Indemnifications

Lessor will not be liable to Lessee or to Lessee's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Lessee, its employees, sublessees, licensees, or any other person entering the Premises under express or implied invitation of Lessee, or arising out of the use of the Premises by Lessee and/or the conduct of its business therein, or arising out of any breach or default by Lessee in the performance of its obligations hereunder. Lessee hereby agrees to indemnify Lessor and hold Lessor harmless from any loss, expense, or claim arising out of such injury or damage not reimbursed by insurance.

Lessee will not be liable to Lessor or to Lessor's employees, agents, or visitors, or to any other person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Lessor, its employees, sublessees, licensees, or any other person entering the Premises under express or implied invitation of Lessor, or arising out of the use of the Premises by Lessor and/or the conduct of its business therein, or arising out of any breach or default by Lessor in the performance of its obligations hereunder, provided, however, that this provision shall not abate or otherwise affect the obligation to insure undertaken by either party to this lease. Lessor hereby agrees to indemnify Lessee and hold Lessee harmless from any loss, expense, or claim arising out of such injury or damage not reimbursed by insurance.

15. Destruction

If the Premises, or such portion thereof as in Lessee's reasonable opinion will make the Premises substantially unusable for the purposes provided for in this Lease, are destroyed by storm, fire, lightning, earthquake, or other casualty, then, at Lessee's option, the Term of this Lease will cease as of the date of such casualty and Monthly Rent will be adjusted as of that date. If the Premises are damaged, but not so destroyed, by such casualty, then Monthly Rent will abate in such proportion as Lessee's use of the Premises has been prevented, and Lessor will restore the Premises to substantially the same condition as before such damage as quickly as is reasonably practicable. Upon completion of such restoration, such rental abatement will cease. If a reasonable estimate indicates that the time to complete such restoration will exceed 90 days, then Lessee will have the right to terminate this Lease upon written notice to Lessor.

16. Condemnation

If the Premises, or such portion thereof as in Lessee's reasonable opinion will make the Premises substantially unusable for the purposes provided for in this Lease, are condemned by any legally constituted authority for any public use or purpose, then the Term of the Lease will cease from the date when possession thereof is taken by the applicable public authority, and Monthly Rent will be adjusted between Lessor and Lessee as of the date. Such termination, however, will be without prejudice to the rights to either Lessor or Lessee to recover compensation from the condemning public body for damage or loss caused by such condemnation. If part of the Premises is condemned by any legally constituted authority for any public use or purpose, but in Lessee's reasonable opinion the Premises still are usable for the purposes herein leased, then Lessor will restore the Premises to an operable condition and the Monthly Rent will be adjusted to reflect the portion so condemned, such adjustment to be as of the date title vests in the condemnor. It is further understood and agreed that neither Lessee nor Lessor will have any rights in any award made to the other by any condemning authority notwithstanding the termination of this Lease in whole or in part as herein provided.

17. Access to Premises

Lessee will allow Lessor reasonable access to the Premises during normal business hours for the purpose of examining or exhibiting the same, or to make any necessary repairs or such alterations which Lessor may desire fit to make; provided that such access by Lessor does not interfere with Lessee's use and occupancy of the leased Premises.

18. Defaults; Remedies

In the event that: (a) Lessee defaults in the payment of Rent, or additional rent, when due and such default continues for a period of ten (10) days after Lessee receives written notice from Lessor; or, (b) Lessee fails to perform or observe any of the covenants herein contained to be performed or observed by Lessee and such failure continues for a period of thirty (30) days after Lessee receives written notice from Lessor or if Lessee is not proceeding diligently to cure the same, if such cure reasonably would take more than 30 days to complete; or, (c) Lessee becomes insolvent within the meaning of the Federal Bankruptcy Reform Act of 1978, as amended, then, in any such case, Lessee will be deemed to be in default under this Lease, and Lessor will have the following remedies: (1) terminate this Lease upon written notice to Lessee and Lessee will be obligated to vacate the Premises - within twenty (20) days and to leave the Premises in the same condition as existed on the date of commencement of the Lease, ordinary wear and tear excepted, and Lessee will be responsible for Rent up to the date said vacation is completed; or, (2) terminate Lessee's right of possession but keep this Lease in effect, with Lessee having the obligation to pay Rents and when it becomes due and Lessee remaining obligated for all other terms and conditions of this Lease, but with Lessor having the obligation to use its best efforts to mitigate Lessee's damages, including, but not limited to, the obligation to seek a replacement tenant, with Lessee's obligations to cease when said substitute tenant is granted a lease of the Premises, except that Lessee will remain obligated for Rent, if the Rent to be paid by the substitute tenant is less than the Rent provided for in this Lease, with Lessee's obligation being the difference between the Rent provided for herein and the rent which is reasonably obtainable by Lessor from said substitute tenant, Lessee's obligation being payable as and when rent is payable by said substitute tenant. In the event of default by Lessee, Lessee agrees not assert sovereign immunity as a defense to any collection, indemnification or eviction action maintained by Lessor,

Notwithstanding anything contained herein to the contrary, regardless of whether Lessor terminates this Lease upon Lessee's default, Lessee's liability to Lessor hereunder will be limited

to the deficiency between the Rent reserved hereunder and the reasonable rent obtainable by Lessor upon reletting, plus the cost of such reletting, payable as and when the Rent hereunder would have become due had there been no default.

19. Assignment or Sublease

Lessee will not assign this Lease or sublease all, or any part, of the Premises, without in each case first securing the written consent of Lessor, which consent will not be unreasonably withheld or denied.

20. Signs

Lessee will not place any signs (other than signs containing Lessee's name or trade name) upon the outside walls or roof of the Building, or at other places on the Premises, without first securing the written consent of Lessor, which consent will not be unreasonably withheld or denied.

21. Holding Over

If Lessee remains in possession of the Premises, or any part thereof, after the expiration of the Term of this Lease, such occupancy will be a tenancy from month to month, subject to all terms and provisions of this Lease pertaining to Lessee's obligations. Nothing in this Section will preclude Lessor from seeking remedies provided for in this Lease for any holding-over by Lessee.

22. Quiet Enjoyment and Subordination

So long as Lessee is not in default hereunder, Lessor warrants that Lessee will have quiet enjoyment of the Premises for the entire Term hereof. Lessee's rights, however, will be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Lessor, provided, however, that any such mortgage or deed will have a non disturbance clause granting Lessee the right to remain in peaceful possession of the Premises so long as Lessee is not in default under this Lease.

23. Notice

Any notice required or permitted to be given thereunder will be in writing and delivered in person or by certified or registered mail, postage prepaid, or by overnight courier, addressed to the appropriate party at the address set forth in the Lease Summary. Such notice will be deemed delivered upon receipt by the party to whom it is directed. Any notice to Lessee will also require that a copy thereof be delivered to the Premises. Either party may change its address for the purpose of delivery of notices by delivery of written notice to the other party.

24. Rights Cumulative

The rights and remedies of Lessee or Lessor under this Lease are cumulative. The exercise or use of any one or more thereof will not preclude Lessee or Lessor from exercise, or use of, any other right or remedy provided herein, nor will exercise or use of any right or remedy by Lessee or Lessor constitute a waiver of any other right or remedy provided for herein.

25. Definition of Lessor and Lessee

The word "Lessor" and "Lessee" whenever used herein will be construed to mean "Lessors" and "Lessees" in case more than one legal entity executed this Lease as such; and all the covenants and agreements contained will jointly and severally bind the same, and jointly and severally inure to their benefit, and to the benefit of their respective successors, heirs, executors, administrators, and assigns.

26. Severability

Wherever possible, each provision of this Lease will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease will be prohibited by, or be invalid under, applicable law, such provision will be ineffective to the extent of such prohibition or invalidity under applicable law, without invalidating the remainder of such provision or the remaining provisions of the Lease.

27. Governing Law

This Lease will be construed in accordance with, and governed by, the laws of the State of Illinois. Any disputes will be resolved before the Circuit Court of Cook County, Illinois, provided that the parties do not agree to resolve the dispute via alternative dispute resolution.

28. Environmental Representation

Lessor represents and warrants that to the best of his knowledge, prior to the effective date of this Lease, no condition has been created, or allowed to exist, which has caused the Premises to be in violation with respect to any applicable federal, state, and local health, pollution, and environmental protection law, statutes, rules and regulation, including but not limited to: OSHA; the Federal Water Pollution Control Act Amendment of 1972, PL 92-500 (the "ACT") and including also the requirements effective July 1, 1977; Section 311 of the Act with reference to spills of oil and hazardous substances; the Federal Comprehensive Environmental Response, Compensation and Liability Act, PL96-510; the Federal Clean Air Act; and each state or local counterpart to any of the above laws and regulations relating to disposal of solid waste materials, emission of air contaminants, and discharge of waste water. Lessor further represents and warrants he has no current knowledge of a condition which causes, or could cause, the Premises to be in violation of an applicable environmental protection law.

Without limiting the generality of the foregoing, Lessor hereby expressly represents and warrants that to the best of his knowledge, the Premises contain no underground storage tanks and that any pre-existing tanks have been removed in compliance with all applicable laws and legal requirements.

If any remediation is required after the commencement of this Lease that is caused by Lessor, said remediation will be the sole responsibility of Lessor and will be performed so as to not interfere, in any material way, with Lessee's use and occupancy of the Premises. Lessor further agrees to indemnify, defend, and hold harmless the Lessee from and against any and all claims, damages, penalties, liabilities, and costs, including reasonable attorneys' fees, arising out of a violation of any representation, warranty, or commitment provided for in this Section.

Lessee hereby acknowledges that Lessee is responsible for any violation of an applicable environmental protection law, which is caused by Lessee's use and occupancy of the Premises. Lessee agrees to

indemnify, defend, and hold harmless the Lessor from and against any and all claims, damages, penalties, liabilities, and costs, including reasonable attorneys' fees arising out of a violation of an applicable environmental protection law for which Lessee is responsible.

29. Lessor's Other Representations

Lessor hereby represents and warrants that: there are no pending or threatened actions, investigations or proceedings by any governmental body with respect to ownership, maintenance or operation of the Premises; there are no liens, claims or encumbrances affecting the Premises; Lessor has no knowledge or notice of any condition on the Premises which violates an applicable law, ordinance, rule or regulation; there are no unrecorded contracts, leases, mechanic's liens or other unrecorded liens, easements, encumbrances or other agreements affecting the Premises or the operation thereof. If the Lessor breaches any of these representations and warranties, Lessor agrees to fully indemnify Lessee, its officers, agents and employees against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Lessee, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of Lessor's breach of any of these representations and warranties. Lessee will further have the right to terminate the Lease.

30. Right of First Refusal

In the event the Lessor elects to sell the Premises, Lessee will have the right of first refusal to purchase the Premises for the same price Lessor may receive in the form of a bona fide offer from a third part purchaser.

31. Official Capacity

This Lease is executed by an authorized representative of Lessee in the representative's official capacity only and the representative will have no personal liability under this Lease.

REQUEST TO ATTEND CONFERENCE IN SAN DIEGO

According to my contract with the Trustees, "The Trustees shall pay, on behalf of the Treasurer, and/or reimburse him for reasonable expenses and costs incurred by his attendance at conventions and seminars which are related to his employment as Treasurer and approved by the Trustees prior to such attendance."

I am studying and preparing to become a Certified Treasury Professional, a designation awarded by the Association for Financial Professionals.

The conference cost is \$1,699. The flight will be \$514.61. The hotel is \$289 a night and the conference will be four nights. While that sounds high, it was one of the lower priced hotels near the convention center. There is a lot going on that weekend I guess.

The sessions I have chosen are attached. My primary emphasis is to prepare for the exam, and you can see that several sessions are geared for that, but also a lot of our time here is on payments and fraud. You can see many of the sessions are for that goal. I would like to see the office move from paper checks to ACH and will look for the best ways to do so. Moreover, I feel I will meet people who can guide on best practices.

Separately, there are two bootcamps to prepare me for the examination that cost \$490 and are separate from this conference.

SUNDAY, OCTOBER 22



01:00 PM – 02:00 PM

Career Development
Expert Lecture

CTP Exam Preparation: Exam Structure

AFP's Certified Treasury Professional certification signifies your mastery of a rigorous body of treasury, cash and risk management knowledge and is viewed by employers as a best practice for finance departments. This session reviews retired CTP Exam questions for Chapters 1 - 10 of the Essentials of Treasury Management, 7th Edition, dives into the exam structure, including the format, number and type of questions.

Speakers

Matthew Hill, CTP, FPAC, PhD, Assistant Professor of Finance, *Arkansas State University*

Credits:

CTP N/A | FPAC N/A | CPE N/A | CPE Field of Study: N/A

02:30 PM – 03:30 PM

Career Development
Expert Lecture

CTP Exam Preparation: Testing Tips And Strategies

AFP's Certified Treasury Professional certification signifies your mastery of a rigorous body of treasury, cash and risk management knowledge and is viewed by employers as a best practice for finance departments. This session reviews retired CTP Exam questions for Chapters 11 - 20 of the Essentials of Treasury Management, 7th Edition and provides essential test-taking tips and strategies.

Speakers

Matthew Hill, CTP, FPAC, PhD, Assistant Professor of Finance, *Arkansas State University*

Credits:

CTP N/A | FPAC N/A | CPE N/A | CPE Field of Study: N/A

MONDAY, OCTOBER 23



08:30 AM – 09:30 AM

Payments
Expert Lecture

Checks = Fraud, Fight Me: Why You Need Embedded AP Payments

Everyone is concerned about fraud, but few are doing the easiest thing to reduce AP payments fraud drastically. We are standing at the edge of a precipice and it's up to modern digital payments solutions to finally take a major bite out of payment fraud in accounts payable. Many organizations fear they don't have the time, resources, or expertise to prevent fraud. Enter embedded payments for AP, one of the rare instances where you can reduce costs and reduce fraud at the same time.

Speakers

Bill Fox, Chief Commercial Officer, *Finexio*

Patty Fekete, Director of Accounting, *Shell Point Retirement Community*

Credits:

CTP 1.2 | FPAC N/A | CPE 1.2 | CPE Field of Study: IT

09:45 AM – 10:15 AM

Career Development
Simulation

CTP Exam Prep Platform Live Demo

Get an inside look at the CTP Exam Prep Platform. We'll walk you through this interactive platform including study materials, sample questions, customized progress tracking and more.

Speakers

Jeff Schiz, Director, Corporate Sales, *AFP*

Credits:

CTP N/A | FPAC N/A | CPE N/A | CPE Field of Study: N/A

10:30 AM – 11:30 AM

Payments
Panel Discussion

From Myth To Reality: The Road To Chargeback Success

Chargebacks are no longer just a cost of doing business. 89% of companies who experience friendly fraud are now fighting those false chargebacks through representment. Unfortunately, most aren't doing so very effectively. Many companies believe they're getting the best results they can hope for, and that reported win rates of 60% or more are simply a myth. In this session, speakers that have turned that myth into a reality share what they've learned from their journeys to effective chargeback management. They'll give you an inside look at the challenges faced, the strategies pursued, and the incredible results achieved.

Speakers

Tony Hight, Sr. Manager – Treasury, *Avis Budget Group*

Julie Mingus, Sr. Director Treasury Operations, *Cinemark Holdings, LLC*

Marty Williams, Vice President, *Chargeback Gurus*

Credits:

CTP 1.2 | FPAC 1.2 | CPE 1.2 | CPE Field of Study: BMO

01:45 PM – 02:45 PM

Treasury Management
Panel Discussion

The Future Of Treasury Management: Are You Ready?

To succeed in a rapidly evolving financial ecosystem, treasury teams must adapt by developing new skills, embracing new technology and most importantly, gaining a new mindset. Forward-thinking practitioners want to lead the change, not follow behind, to create the best possible outcomes for their function and their organization. This discussion addresses practitioners' pressing need to stay competitive in the marketplace, not solely with treasury capabilities, but also risk management, resource reallocation and training, digital transformation, technology integration, and working capital and liquidity management.

Speakers

Adam Gelger, CTP, Senior Treasury Manager, *Netflix*

John Hunter, Product Management Executive, *Wells Fargo Bank, N.A.*

Hitanshi Thaman, Sr. Treasury Manager, *Google*

Credits:

CTP 1.2 | FPAC N/A | CPE 1.2 | CPE Field of Study: MAS

03:00 PM - 03:30 PM

Career Development
Panel Discussion

Why The Certified Corporate FP&A Professional (FPAC)?

Earn more. Get hired. Stand out with the FPAC certification. FPAC credential holders naturally step to the forefront as financial experts and trusted advisors to the business. Learn about the program and the benefits of earning the FPAC credential, hear study tips and get insights into the knowledge, skills and abilities tested on the exam.

Speakers

Megan Ladd, Certification Manager, *AFP*

Nikita Miller, FPAC, Director of Financial Planning & Analysis, *The Kresge Foundation*

Amy Johnson, FPAC, Financial leader, *Self Employed*

Chad Halley, Finance Manager, *FP&A, WPG*

Credits:

CTP N/A | FPAC N/A | CPE N/A | CPE Field of Study: N/A

08:30 AM - 09:30 AM

Payments
Panel Discussion

The Landscape Of Scams

Scams continue to increase year over year, targeting consumers who unknowingly put their trust in the fraudster, resulting in financial losses and emotional distress. This session provides an overview of what constitutes a scam, how fraudsters typically target both individuals and companies, mitigation tactics currently utilized in the industry to help lessen the impact of these scams, and explores the challenges and benefits of fraud education and information sharing to protect yourself and your business from fraud.

Speakers

Mike Timoney, CTP, FRFS Vice President, *Federal Reserve Bank of Boston*

Mary Ann Miller, VP Client Experience, Fraud Executive Advisor, *Prove*

Kathy Stokes, Director, Fraud Prevention Program, *AARP*

Paul Benda, Senior Vice President, Operational Risk and Cybersecurity, *American Bankers Association*

Credits:

CTP 1.2 | FPAC 1.2 | CPE 1.2 | CPE Field of Study: IT

09:45 AM - 10:15 AM

Career Development
Simulation

FPAC Exam Prep Platform Live Demo

Get an inside look at the FPAC Exam Prep Platform. We'll walk you through this interactive platform including study materials, sample questions, customized progress tracking and more.

10:30 AM – 11:30 AM

Treasury Management
Panel Discussion

Treasury Technology: Navigating To Better And Faster

Treasury technology has evolved significantly since the 1980s when DOS-based platforms performed simple automation. With the advent of Software as a Service (SaaS), hosting, APIs, BI, RPA, and other tools, treasurers now have more options at their disposal. However, some treasurers struggle to maximize the benefits of their systems due to inadequate investment. This session provides context on the history of treasury technology and market developments and helps practitioners think through the possibilities, procurement strategies, and how to maximize their investments with any available tools.

Speakers

Victoria Albovias, Executive Director, Corporate Treasury Consulting, *J.P. Morgan*

Phil Capodice, Senior Manager Treasury Operations, *Baxter International, Inc.*

Linda Birta-Mammet, Treasurer, *FTI Consulting Inc.*

Credits:

CTP 1.2 | FPAC N/A | CPE 1.2 | CPE Field of Study: IT

02:00 PM – 03:00 PM

Payments
Panel Discussion

Payment Perplexity: What's The Best Way To Pay?

In a changing payment landscape, keeping up with the various payment terms and types can be challenging. With options ranging from traditional checks and wire transfers to newer technologies such as Real-Time Payments, buy now pay later, and even cryptocurrencies, the options can be confusing. In this informative session, payment experts demystify the current state of payment methods, provide an overview of the latest developments in the payments space, and share practical payment strategies to help you make informed decisions.

Sponsored by American Express

Speakers

Deborah Baxley, Partner, *PayGility Advisors*

Richard Love, CEO/Co-Founder, *AP Technology*

Jessica Washington, AVP, Payments Research and Outreach, *Federal Reserve Bank of Atlanta*

Greg Willfahrt, Chief Mobility and Marketing Officer, *AP Technology*

Credits:

CTP 1.2 | FPAC 1.2 | CPE 1.2 | CPE Field of Study: MAS

WEDNESDAY, OCTOBER 25



08:30 AM - 09:30 AM

Career Development
Expert Lecture

The Secret To Impactful And Compelling Financial Presentations

Ensuring your message makes an impression on those receiving it isn't rocket science, but there are proven methods to make you more successful. This highly interactive session is designed to help you craft more meaningful messages using scenario-based group activities to put the skills you will acquire into practice. You'll learn impactful opening techniques and memorable closing tactics that will transform your presentations into powerful narrative that resonates with your audience. Attendees benefit from peer feedback and expert advice and can expect to walk away with new skills and added confidence.

Speakers

John Sanchez, Managing Director, *The FPA Group*

Credits:

CTP 1.2 | FPAC 1.2 | CPE 1.2 | CPE Field of Study: PD

10:00 AM - 11:00 AM

Treasury Management
Roundtable

What's Next | Taking AFP 2023 Home For Treasury And Payments

Every year, the AFP Annual Conference offers its attendees tremendous insights, solutions and inspiration, but what's next after AFP 2023? This capstone session is one last chance to lock in your learnings! Meet with your peer attendees to process the knowledge you have gained by sharing key takeaways, providing tips on taking the lessons learned back to your team, and maintaining the connections developed throughout the event.

Speakers

Thomas Hunt, CTP, Director, Treasury & Payment Services, *AFP*

Credits:

CTP N/A | FPAC N/A | CPE N/A | CPE Field of Study: N/A

May 24, 2023

Mr. Mark Sheahan, Treasurer
16106 South Park Avenue
South Holland, Illinois 60473

Privileged and Confidential

RE: Forensic Investigation

Dear Mr. Sheahan:

Thank you for selecting **Pario Forensic Accounting Inc.** ("Pario") to assist you in the above-captioned matter. We are writing to you to confirm the terms of our engagement. This Engagement Letter and the enclosed Standard Terms and Conditions, which are integral parts of the whole (collectively, the "Agreement"), constitute an Agreement documenting the understanding between Thornton Township Trustees of Schools ("Thornton Township") and Pario for certain forensic accounting consulting services, reports and other deliverables defined below (the "Services").

It is understood and agreed that the Services may include advice and recommendations, but all decisions in connection with the use of such advice and recommendations shall be the responsibility of, and made by Thornton Township. However, this is not to be construed that Thornton Township may selectively use parts of our work product and omit other parts.

Nature, Purpose, and Objective

We will consult with you in areas where you require our assistance. At your request, we will provide a written report covering our procedures, findings and opinions. In addition, at your request, we may supply expert testimony at deposition, trial or other hearings. The following paragraph(s) describe(s) the Services that we currently expect to provide.

We will conduct an investigation of suspected irregularities that may have occurred at Thornton Township, specifically in connection with the possible theft of cash, embezzlement and conversion of Thornton Township's assets by one or more of your employees while employed by Thornton Township.

Documentation

Our expert report may be used in the above legal proceedings and, as such, will provide any information we identify as being compatible with that objective.

The Services to be provided by us are intended for use only in connection with the above-captioned matter and by authorized users related to this matter. Our report, including summaries, schedules, and working papers of any kind generated in connection with our Services, shall not be published, used, or disseminated, in whole or in part, for any other purpose without the prior express written consent of Pario. We will not assume any responsibility or liability for losses suffered by any parties as a result of the circulation, publication, reproduction or use of this report contrary to the provision of this paragraph.

Re: Forensic Investigation
May 24, 2023

You agree that possession of the working papers or other written documentation regarding the engagement does not carry with it the right of publication of all or part of it, nor may it be used or relied upon without previous written consent for any purpose other than that set forth above.

Delivery and Timing

Our ability to deliver a report is dependent upon our timely receipt of the required information. We will use reasonable efforts to meet any reasonable deadlines, but we do not provide assurance on the ability to meet deadlines. To facilitate our efforts, we request that you keep us timely informed and coordinate our schedules for important dates, such as trial, discovery cutoff, depositions, settlement conferences, and so forth.

Fees

In situations of this nature, it is usually not possible to provide an accurate estimate of the total time or fees required to complete the tasks assigned. The ultimate fees depend on a variety of factors including, but not limited to, the extent and nature of the documents and information provided and positions taken by the parties, the adequacy and condition of the records, the developments that may occur as work progresses, the extent of the cooperation obtained from you and others, and various other related factors. It is our intention to work closely with you to structure our work so the appropriate personnel from our staff are assigned to the various tasks in order to keep fees at a minimum.

Our fees will be based on our standard hourly rates, which currently range between \$135 and \$285 plus reasonable travel and other out-of-pocket costs incurred in providing professional Services and any applicable taxes.

Our hourly rates are subject to change from time to time due to changing market conditions, and you will be responsible for our fees at the increased rates when our rates change.

Based upon the information that you have provided, we anticipate that the fees for the performance of the Services will be \$33,000 plus direct out-of-pocket expenses and applicable taxes as previously approved by Thornton Township. This fee assumes that all information will be provided to us completely and expeditiously and that no unusual or unanticipated circumstances arise in our engagement. If either of these assumptions proves to be inaccurate, we will apprise you of this fact. If unusual or unanticipated circumstances require us to expand the scope of our engagement, we will discuss this with you before beginning the additional work. For purposes of this Agreement, it is assumed that expanding the scope of our engagement will alter our anticipated fees. Throughout this engagement, we will monitor the time spent and notify you if our total fees may exceed our anticipated fee.

Retainer Fee

It is customary in matters of this nature to receive an advance payment against future billings; therefore, prior to our commencing Services relating to this engagement, we require an advance payment of \$10,000. An invoice for the advance payment is enclosed.

Once the advance payment provided to us has been depleted, we will notify you to replenish such advance payment. If the advance payment is not replenished, we may suspend providing further Services until you provide an advance payment acceptable to us or until we are satisfied with alternative arrangements.

Re: Forensic Investigation
May 24, 2023

Billing

Engagement fees and expenses will generally be submitted monthly or periodically (weekly in some cases) and are due on receipt without regard to the status or outcome of the engagement. Invoices will be directed to your attention.

You agree to review all fees and expenses upon issuance of our billing. In the event that you disagree with or question any amount due under an invoice, you agree that you shall communicate such disagreement or questions to Pario in writing, within thirty (30) days of the invoice date. You waive the right to do so if such disagreement or questions are not communicated to Pario in writing within that time period. We reserve the right to charge interest on the unpaid balance that remains unpaid for more than 30 days after issuance of the invoice(s) at the rate of 1 percent per month. Time and expense incurred related to the collection of our invoices will be billed at our standard hourly rates. You agree that you will be responsible for all costs related to fee collection, which may include litigation and collection service fees.

Collection Arrangements

It is understood that in the event invoices are not paid timely for Services rendered as requested by this Engagement Letter, Pario shall have the right to halt or terminate entirely its Services under the Agreement until payment is received on past due invoices. You acknowledge and agree that in the event that we stop work or withdraw from this engagement as a result of the failure to pay on a timely basis for Services rendered as required by this Engagement Letter, we shall not be liable for any damages that occur as a result of our ceasing to render Services.

To safeguard against any assertion or allegation that our work may, in some way, be influenced by or contingent upon the outcome of this litigation, we require full payment of all fees and expenses prior to issuance of our report and opinion and prior to depositions, arbitration, or trial testimony, unless alternative arrangements have been agreed to in writing. We reserve the right to withhold written analysis and conclusions and oral testimony until full payment for our Services has been rendered.

Our fees, should they exceed the payments received, remain your responsibility. You acknowledge your responsibility for the full amount of billed fees and costs.

Acceptance

We greatly appreciate the opportunity to provide our professional Services. We look forward to working with you in this matter. We believe this Engagement Letter and the attached Standard Terms and Conditions accurately summarizes the significant terms of our engagement. You acknowledge having read this agreement in its entirety, have had full opportunity to consider its terms, have had full and satisfactory explanation of same, and fully understand and agree to be bound by the terms of this agreement.

Please indicate your understanding and acceptance by executing this agreement in the space provided below and return it to our offices with a \$10,000 retainer, indicating your authorization for us to proceed on the above terms and conditions. This offer for engagement will expire if not accepted within one month.

Sincerely,

Pario Forensic Accounting Inc.

Re: Forensic Investigation
May 24, 2023

This letter correctly sets forth the understanding of Thornton Township.

Signature: Mark J. Sheehan

Title: TREASURER

Date: 5.25.23

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions apply to the Agreement for the Services to be provided by Pario and are agreed to and acknowledged by Thornton Township. In the event that there is a conflict between the Engagement Letter and these Standard Terms and Conditions, the terms of the Engagement Letter shall prevail. Any capitalized terms herein that are undefined shall have the meaning assigned to them elsewhere in the Agreement.

These Terms and Conditions that expressly or by implication are intended to survive the termination or expiration of this engagement shall survive and continue to bind all parties to the Agreement.

1. Standards of Performance

Our work will be prepared in accordance with the standards promulgated by the AICPA. All staff associated with our work are subject to the AICPA Code of Professional Conduct. "Principles of Professional Conduct" (AICPA, *Professional Standards*, ET sec. 0.300), covers the following principles:

1. Responsibilities (ET sec. 0.300.020)
2. Public Interest (ET sec. 0.300.030)
3. Integrity (ET sec. 0.300.040)
4. Objectivity and Independence (ET sec. 0.300.050)
5. Due Care (ET sec. 0.300.060)
6. Scope and Nature of Services (ET sec. 0.300.070)

"The General Standards Rule" (AICPA, *Professional Standards*, ET sec. 1.300.001 and 2.300.001), covers the following standards:

1. Professional Competence
2. Due Professional Care
3. Planning and Supervision
4. Sufficient Relevant Data

The AICPA has determined that the above-described Services are subject to SSFS No. 1, *Statement on Standards for Forensic Services*. As part of our compliance with SSFS No. 1, this Engagement Letter is designed to establish with you a written or oral understanding about the responsibilities of the parties and the nature, scope, and limitations of services to be performed, and to modify the understanding if circumstances require a significant change during the engagement. In addition, we intend to inform you of (a) conflicts of interest that may occur, (b) significant reservations concerning the scope or benefits of the engagement, and (c) significant engagement findings or events. By signing this Agreement, you agree that our communications to you will discharge our client communication responsibilities as described in SSFS No. 1.

2. Scope Limitations

Pario shall be obligated only for the Services described in this Agreement and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Further, our obligation shall not extend to any subsequent periods for which we are not engaged.

Our participation in this matter is strictly as a consulting expert, and we are not being retained in this matter to serve as testifying experts. Should the nature of our engagement change from consulting to testifying expert, you would engage us as a testifying expert under a separate letter of engagement.

3. Conflicts of Interest

We have undertaken a reasonable review of our records to determine our professional relationships with the persons or entities you identified in order to comply with the "Conflicts of Interest" interpretation (AICPA, *Professional Standards*, ET sec.1.110). We are not aware of any professional conflicts of interest of relationships that would, in our sole discretion, preclude us from performing the above work for you.

We cannot guarantee that, following our employment by you, an engagement will not be accepted by Pario for another party that may bear on this engagement. In the event that additional relationships or potential conflicts come to our attention, we will notify you within a reasonable time.

4. Successors and Affiliates

This Agreement is a legally binding contract between Pario and you and will be binding upon, and inure to the benefit of, respective heirs, assigns, successors-in-interest, and legal representatives (as applicable). It may not be amended without the prior written consent of both parties.

5. Term

Unless terminated sooner in accordance with the terms set forth below, the Agreement shall terminate on the completion of Pario's Services.

We acknowledge your right to terminate our Services at any time, and you acknowledge our right to resign and withdraw from the engagement without liability to Pario under certain circumstances. In the event that either party wishes to terminate this Agreement, they are required to advise the other party in writing not less than ten (10) calendar days before the effective date of termination. In either event, if this contract would become terminated, no further hours would be charged as of the effective date of termination, and all fees, billed and any time unbilled incurred to the date of resignation and withdrawal, would become due and payable.

The following circumstances will give us the option to resign and withdraw from the engagement:

1. Failure by you to allow a reasonable amount of time for the agreed-upon assignment to be completed
2. Failure by you to comply with the terms of the Agreement
3. Failure by you to meet the financial obligations delineated in this Agreement

Re: Forensic Investigation
May 24, 2023

4. Failure by you to timely provide complete documents and information
5. Encountering lack of cooperation on the part of Thornton Township
6. Additional facts become known to us that contradict the facts disclosed to us as of the date of the Agreement
7. A conflict of interest arises or becomes known to us that, in our judgment, would impair our ability to perform our Services with objectivity and lack of bias
8. Information becomes known to us that would make our continued involvement in the engagement inappropriate
9. Determination that continuing or completing the engagement will involve a breach of our ethical or professional standards
10. Evidence that we can no longer rely on the integrity of Thornton Township
11. A substitution of attorneys
12. Material disagreement of opinion between you and Pario
13. Material disagreement between you and Pario over the conduct of your case

6. Ownership

All documents, materials, or information of any kind created by Pario in connection with this engagement, including, without limitation, any written reports, memoranda, working papers, or status summaries, are work product (collectively, "Work Product"). All Work Product shall be owned and maintained by us. We acknowledge that our Work Product shall not include any of Thornton Township's Confidential Information or tangible or intangible property, and we shall have no ownership rights of such information.

We will retain the documentation in accordance with our document retention policies, which may be amended from time to time. Our current document retention period for consulting engagements is seven (7) years. Thornton Township authorizes us to destroy all files and documents seven (7) years after completion of our assignment. You will have the opportunity to review your file at any time prior to destruction and retain those documents that are yours and copy any others.

It is not our practice to retain working papers, schedules, emails, notes, reports, or data files prepared by us that have been updated or superseded as we perform our engagement; however, it is our practice to retain copies of working papers, schedules, emails, notes, reports or data files provided by you or any third party or submitted by us to you, any third party, or the Court.

7. Pario's Responsibilities, Representations, and Limitations

We have no financial interest or contemplated financial interest in the business or property that is the subject of this engagement, and we have no personal interest or bias with respect to the parties involved. Our compensation is not contingent on an action or event resulting from the analyses or conclusions in,

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or the use of, this engagement.

We, and our agents, will take whatever actions are necessary or appropriate for us to conduct the consulting engagement, but we will keep you informed of our actions and progress throughout this engagement. If for any reason we are unable to complete the consulting engagement, we will not issue a report as a result of the engagement.

Our opinions will represent our professional, unbiased opinions based on the data we are able to obtain within a reasonable time, using our best efforts. We will not audit, review, or compile any financial statements, forecasts, or financial data as part of this consulting engagement. As such, we will not express an opinion or provide any form of assurance on the financial data provided as part of this engagement.

8. Limitation on Damages

Pario shall not be liable to Thornton Township for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of, or relating to, the Services performed under the Agreement for an aggregate amount in excess of the fees paid to us for Services rendered by us under the Agreement. In no event shall Pario be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits, taxes, interest, tax penalties, savings or business opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort, or otherwise. In addition, we will have no liability to Thornton Township, or any third party because of any action taken or omitted by us in good faith relating to our Services.

9. Indemnification

The obligations of Keith Seiffert are solely obligations of Pario. No officer, owner, director, employee, agent, contractor, shareholder, or controlling person shall be subject to any personal liability whatsoever to any person, nor will any such claim be asserted by or on behalf of any other party to this agreement or any person relying on this report.

You must obtain our prior written permission before releasing a copy of our report to anyone other than the intended recipients. If a copy of our report is distributed to any person or entity other than the intended recipients without having first obtained our prior written permission to do so, you hereby agree to indemnify and hold us harmless from and against any and all claims or causes of action for damages or loss against us by any such person or entity as a result of said person's alleged reliance on said report.

Except to the extent finally determined to have resulted from our fraudulent behavior or our gross negligence or willful misconduct, our maximum liability for damages incurred by Thornton Township, for any reason relating to the Services under this Agreement, including our negligence relating to the Services under this Agreement, shall be limited to the fees paid to us for the Services in connection with our work product giving rise to liability.

10. Thornton Township's Responsibilities and Representations

You agree to provide promptly, upon request, all financial and nonfinancial information and documentation reasonably deemed necessary or desirable by us in connection with the engagement in order to complete the engagement objectives as you may outline to us.

Re: Forensic Investigation
May 24, 2023

You agree that the scope of the consulting engagement will be unrestricted and that you will make available all personnel as we request in order for us to complete the engagement objectives.

You acknowledge and agree that Pario may, in performing its obligations pursuant to this Agreement, use data, material, and other information furnished by you without any independent investigation or verification and that we shall be entitled to rely upon the accuracy and completeness of such information in performing the Services under the Agreement.

You agree that we are not required to update our analyses and conclusion for events and circumstances occurring after the date of our report.

11. Confidentiality

Consistent with the "Confidential Information Rule" (AICPA, *Professional Standards*, ET sec. 1.700.001), one of the underlying principles of the profession is a duty of confidentiality with respect to Thornton Township's information. Confidential information means all documents, software, reports, data, records, forms, and other materials (including, without limitation, Work Product) obtained by us from [Client Company] in the course of performing the Services under the Agreement.

All working papers and documentation or other documents used by us during the course of this engagement will be maintained in segregated files. In accordance with the final rules published by the Federal Trade Commission (commonly referred to as the Gramm-Leach-Bliley Act), the following disclosures are made:

1. In the process of preparing our report or other tasks included in the assignment, we may collect from Thornton Township, or with Thornton Township's authorization, certain essential information that is nonpublic, such as information concerning income, expenses, assets, liabilities and other similar information.
2. We will follow professional standards for protecting the confidentiality and security of the non-public information collected.
3. We will not discuss any nonpublic information about Thornton Township to any third party, except as permitted by Thornton Township or required by law.

Any Confidential Information provided to us by Thornton Township will be kept confidential and not disclosed to any third party unless

- i. permitted disclosures such as providing Confidential Information to our employees, and in limited situations, to unrelated third parties who need to know that Confidential Information to assist us in providing Services to Thornton Township;
- ii. expressly permitted by Thornton Township in writing; or
- iii. required by applicable law, regulation, judicial, administrative or governmental order or process, or demand of accounting oversight body or a duly authorized professional peer review committee or unless such third party is designated by Thornton Township.

If we receive a summons, subpoena, or court order to disclose such confidential information, we will

Re: Forensic Investigation
May 24, 2023

provide Thornton Township prompt notice of the summons, subpoena, or court order and shall seek to protect such confidential information from disclosure to the full extent provided under the law. We will cooperate with Thornton Township in response to any summons, subpoena, or court order, but it is agreed that we will be reimbursed for any time and expenses associated with the defense of the confidentiality of Thornton Township's information, or our work product, or both. We will, nevertheless, have no liability to Thornton Township or any third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

During the course of our engagement, we may communicate Confidential Information or other documents in electronic form during the course of this engagement. Thornton Township accepts the inherent risks of these forms of communication (including, but not limited to, the security risks of interception of or unauthorized access to such communications, the risks of the unreliability of delivery, the risks of corruption of such communications and the risks of viruses or other harmful devices).

12. Assignment

Neither party may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other party, such consent not to be unreasonably withheld. However, we may use subcontractors to provide Services under the Agreement.

13. Arbitration

The parties agree that any dispute or controversy that arises from or relates to the Agreement that cannot be resolved by the parties shall be resolved in accordance with Attachment A — Dispute Resolution Procedures.

Re: Forensic Investigation
May 24, 2023

Attachment A

Dispute Resolution Procedures

The following procedures shall be used to resolve any controversy or claim ("dispute"), as provided in our Agreement of May 24, 2023. If any of these provisions are determined to be invalid or unenforceable, the remaining provisions shall remain in effect and binding on the parties to the fullest extent permitted by law.

Mediation

Any controversy or claim arising out of or relating to this Agreement, the Services provided by Pario pursuant hereto (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of Pario) or related fees shall first be submitted to voluntary mediation. The submission shall be made by written notice to the other party or parties. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator shall be designated by the American Arbitration Association ("AAA") at the request of a party. Any mediator so designated must be acceptable to all parties.

The mediation shall be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach an amicable resolution of the dispute. The mediation shall be treated as a settlement discussion and, therefore, shall be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party shall bear its own costs in the mediation. The parties shall share the fees and expenses of the mediator equally.

Bench Trial

In the event that such differences cannot be resolved by mediation, the parties recognize that the matter will probably involve complex business issues that would be decided most equitably by a judge hearing the evidence without a jury. Accordingly, the parties, to the extent permitted by law, each knowingly, voluntarily, and intentionally waive the right to a trial by jury in any action arising out of or relating to this Agreement or the Services to be performed by Pario pursuant hereto. This waiver applies to any legal action or proceeding whether sounding in contract, tort, negligence, or otherwise. Any legal action or proceeding related to this Agreement or the work performed or to be performed pursuant hereto shall be brought in any appropriate court in the State of Missouri, County of St. Louis.

Arbitration

The parties agree that any dispute or controversy that arises from or relating to this Agreement that cannot be resolved by the parties shall be submitted to binding arbitration in Saint Louis, Missouri, in accordance with the applicable rules, regulations, policies, and procedures of the State of Missouri. BY AGREEING TO ARBITRATION, THE PARTIES ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE, EACH PARTY IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND, INSTEAD, IS ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

The arbitration shall be initiated at the AAA offices in Saint Louis, Missouri, and all hearings shall be conducted at said offices or at another location within Saint Louis County as determined by the arbitrator.

Re: Forensic Investigation
May 24, 2023

All disputes in connection with the terms of this Agreement shall be determined by application of Missouri state law.

The proceeding shall be governed by the applicable rules, regulations, policies, and procedures of the Commercial Arbitration Rules of the AAA and the Federal Arbitration Act, except that no pre-hearing discovery shall be permitted unless specifically authorized by the arbitrator. Rules are available at www.adr.org or will be provided upon request.

This binding arbitration shall take place before a single arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will be selected from AAA. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to terminate or waive mediation, and arbitration will thereafter proceed expeditiously. If the parties cannot agree on an arbitrator, an arbitrator shall be designated by the AAA at the request of a party.

The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The arbitrator shall have no authority to award nonmonetary, equitable relief and will not have the right to award punitive damages. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential mediation or arbitration.

Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties.

LARSON TAX RELIEF

Service Agreement Addendum

CLIENT NAME: Thornton Township Trustees of Schools

SERVICE FEE: \$10,000.00

DESCRIPTION OF SERVICES: After compliance checks for 7 entities were completed, collections representation ahead of the 9/14/23 office visit is needed for districts 133 and 149. For the 7 entities with completed compliance checks to date, LFI will take over contact with the Revenue Officer(s) assigned, negotiate toward a stay of enforcement, assist client with becoming compliant on missing 941 returns (client to prepare and file 941 returns, LFI to facilitate with IRS), full payment of outstanding balances, verification of ERC applications, and if eligible, penalty abatement for each entity.

Payment Authorization

Payment Date	Payment Amount
9-8-2023	\$5,000.00
10-8-2023	\$5,000.00

LFI will bill the payment method currently on file for the payment(s) indicated above, and only on the date(s) indicated above.

This is an addendum to the previously signed Service Agreement, to follow all original Terms and Conditions stated therein. Terms and Conditions to be followed by both parties, Thornton Township Trustees of Schools ("Client") and Larson Financial Incorporated, as described in existing Service Agreement, and is a description of services offered by LFI and acceptance of services by Client.

A Replacement Payment Authorization is available by request, if the payment method currently on file is no longer the preferred method of payment. For a check payment, an image of a check or equivalent means of account verification is required.

All banking information is kept secure and confidential.

I hereby authorize Larson Financial Inc. to initiate funds per the date(s) and amount(s) indicated above for professional services outlined above.

Mark Sheahan

Resolution Strategy: Contact IRS to obtain copy of Client's transcript and wage and income information

Client's Description of Current Tax Situation:

Business

IRS Liability: \$0.00

State Liability: \$0.00

Service Fee: \$1,200.00

Personal

IRS Liability: \$0.00

State Liability: \$0.00

This Agreement ("Agreement") is made between Thornton Township Trustees of Schools ("Client") and Larson Financial Incorporated, 10170 Church Ranch Way, Suite 450, Westminster, CO, ("LFI"). This Agreement sets forth terms and conditions to be followed by both parties and is a description of services offered by LFI and acceptance of services by Client.

Specific to your case resolution needs, LFI will provide the following:

- I. Contact IRS via Tax Practitioners Hot Line
- II. Request copy of filing transcript
- III. Request copy of wage and income transcript
- IV. Review transcript information with Client and discuss appropriate resolution strategies (consultation)

Client agrees to the following:

- I. Open communication with LFI via telephone, fax and/or email
- II. Complete necessary forms for LFI to formally request information from IRS

The fee charged for this service is applicable to any services the Client engages LFI to conduct within 30 days of this action. If Client chooses not to engage LFI for the resolution work, the fee will not be refunded or credited toward future services. Client will be charged the Service Fee only, unless additional work is authorized in writing (such as the addition of new tax issues not previously discussed or inadequate communication from Client). LFI reserves the right to extend credit to future services over the 30 day period on a case by case basis, at its sole option. Client understands that LFI cannot ensure the outcome of the matter for which the Client is hiring LFI.

When LFI's services conclude, all service fees paid to LFI will be considered earned. Client agrees this Agreement will be governed by the laws of the State of Colorado, and Client consents to jurisdiction and venue in the state and federal courts located in Denver, Colorado. LFI is not a securities, legal, or accounting firm. Client is not engaging or hiring a lawyer, CPA, or securities agent by hiring LFI. LFI is a tax debt workout company.

This Agreement constitutes the sole agreement between LFI and Client hereto regarding services performed and payment of fees for services detailed with this Agreement. Any changes to the Agreement must be in writing (including email acknowledgments).

Agreed to and understood by:

Mark Sheahan

Thornton Township Trustees of Schools - Tax Resolution

08 / 30 / 2023



About

Larson Tax Relief

We are a team of IRS and state tax relief experts.

Since 2005, brothers Jack and Ron Larson have been building a team of trusted and experienced professionals to provide honest answers and real solutions that work for their clients. The team at Larson Financial™, Inc, DBA Larson Tax Relief™, understands that behind every client, there is a fellow human who deserves the best service and representation available.

Representing clients in all 50 states, Larson Tax Relief™ has resolved thousands of tax cases. Larson Tax Relief is an A+ rated member of the BBB. Company President and Enrolled Agent, Jack Larson, is a member of the National Association of Enrolled Agents, as well as the National Association of Tax Professionals.

larsontaxrelief.com



Our mission

Larson Financial exists to provide its clients with the finest quality work and customer service in the tax resolution industry, delivered by a knowledgeable, compassionate, honest team of professionals.

Larson Tax Relief's licensed tax relief professionals will make sure you don't pay a penny more than you legally owe – and on terms that work for you. We have been in business since 2005 and have an A+ BBB Rating. Brothers Jack and Ron Larson **guarantee you will be satisfied** with the care and service provided by the team at Larson Tax Relief.

Our reputation

These links will allow you to do some research about our firm from verified client reviews to public reputations and awards – all of this info has been vetted for your benefit. We are a family owned and operated firm that values the opinions of all those who have experienced what it is like to interact with Larson Financial.

["A+" Rating with the Better Business Bureau](#)

[2022 **Winner** BBB Torch Award – Business Ethics](#)

[2020 Finalist BBB Torch Award – Business Ethics](#)

[2020 Top Workplaces Award – Denver Post](#)

[2019 Top Workplaces Award – Denver Post](#)

[2018 Finalist BBB Torch Award – Business Ethics](#)

[2017 Finalist BBB Torch Award – Business Ethics](#)

[2016 Semi Finalist BBB Torch Awards](#)

[2015 BBB Torch Award 1st Runner-Up](#)

[2014 Winner of two BBB Torch Awards – Ethics and Customer Service](#)

["Top Work Places Award" Nine Years Running \(2012-2020\)](#)

[Named "Best Tax Relief Company of 2020" by the "The Best Tax Company is..."](#)



See what others are saying!
Click to read our online reviews

LARSON TAX RELIEF AT GLANCE



16

Celebrating 16 years of
Tax Relief Services



15

Fifteen Enrolled Agents
on Staff



50

Clients in all 50 states



18320

Over 18,000 Satisfied
Customers

**LARSON TAX
RELIEF**

**2020 BBB
Torch Award
Finalist**



**Tax debt is
stressful.**

**We provide
relief.**



LARSON FINANCIAL

www.larsontaxrelief.com

 888-589-0955

 888-589-0955

Our References

**Alphabetical by State*

All Communication
Tony Frighetti
Tucson, AZ
(520) 370-5970

Steven Hiland
Bullhead City, AZ
(562) 304-3395

Electrical Design Consultants
Debbie Yount
Lincoln, CA
(916) 761-1559

Carlos Rodrigues
Modesto, CA
(209) 968-9430

Paul Garziano
Newbury Park, CA
(805) 433-1818
*FTB

Beverly Self
Palo Cedra, CA
(530) 547-1154
*FTB

We Care Tree Care
Tory Schwenk
San Jose, CA
(925) 344-2770
*FTB

Anthony Miller
Torrance, CA
(818) 425-4644

GPR Enterprises, Inc.
Tom Green
Aspen, CO
(970) 309-6854

John Panzera
Arvada, CO
(714) 404-3380

Roofcraft Services, Inc.
Phillip Echols
Peyton, CO
(719) 337-6313

Dale Dahlgren
Aurora, CO
(303) 549-9422

Gerardo Herrera
Denver, CO
(303) 907-2597

Jaricah Garrison
Palm Harbor, FL
(727) 450-9637

Brian Milne
Canton, GA
(404) 707-7473

Anne Daniel
Marietta, GA
(303) 564-8045

Brett Spencer
Mike Gibson Mfg
Caldwell, ID
(208) 602-9986

“The short of the story, I walked into this process with over \$70,000 in back tax debt. Based on Larson Tax Relief diligence, professionalism, and mastery of tax laws, I walked out owing \$1,500 in back tax debt with the remainder of the debt forgiven. Larson Tax Relief LITERALLY changed my life!
Keith B.

”

Amber Herzog
Herzog Kitchen & Bath
Glen Carbon, IL
(618) 781-3298

Ed Winieger
Indianapolis, IN
(317) 459-2902

Kerry Scott
KEA Inc
Monroe, LA
(318) 547-4321

Mike McKay
Alleghany Management Svcs
Cumberland, MD
(301) 697-2622

Rolf Winch
Rockville, MD
(301) 762-0306

Tom Kiirh
Bobwhite & Fox
Waterford, MI

Donna DeVries
La Vista, NE
(402) 672-2898

O'Connell Dickson
Custom Touch Contracting
Gresham, OR
(503) 869-6931

Barbara Fischer
Yardley, PA
(215) 514-6889

LARSON FINANCIAL

www.larsontaxrelief.com

 888-589-0955

 888-589-0955

Our References

**Alphabetical by State*

Tom Pilgrim
Chambersburg, PA
(717) 729-5251

Duane Chambers
Hermitage, TN
(615) 218-3002

Jerry Green
Henderson, TN
(615) 512-2854

Jill Wines
JAW LLP
Lubbock, TX
(806) 781-6907

Kerry Goree
Denton, TX
(214) 762-1896

Suzanne Guzman
Allstar Plastering
Humble, TX
(281) 449-4044

Scott Phillips
Plano, TX
(469) 865-5583

Diana Hernandez
Hammonds Wood Floors
San Antonio, TX
(210) 296-6813

Nicole Riney
Richmond, TX
(281) 925-9421

Sarah Gee
Mechanicsville, VA
(804) 836-9558

Brian Brandt
Elite Hardwood
Bonney Lake, WA
(253) 985-0101

Greg Turman
Naselle, WA
(503) 502-4269

Lisa C Hurt
Lloyd Cook Rentals
Zillah, WA
(509) 865-6833

Bill Fisher
PrimeVapor, LLC
Pleasant Prairie, WI
(262) 287-2053

“ I have rarely worked with any staff of people who were each as completely attentive to every part of the process. Each person I encountered was compassionate, considerate, and consistent. I enjoyed talking with each and felt so encouraged. Even though close to the deadline, I was still on a marathon collecting all the documentation necessary, I felt satisfied that my account was being handled professionally. It is with much gratitude that I thank Larson Tax Relief...”

“ I had an incredible experience with Larson. Their intensity of purpose in protecting me from a difficult IRS payroll tax issue saved our company. I was surprised at the reasonable cost. Within minutes of my agreement to work with them they were on it; from restating financials to overall preparation of a complete package with which to negotiate a settlement. Inevitably they gained such a low repayment plan that our company has a future...amazing!”
Steven B.





See what others are saying!
Click to above to read more online reviews

LARSON FINANCIAL

10170 Church Ranch Way, Ste 450
Westminster, CO 80021

www.larson-financial.com

 888-589-0955
 866-553-6996

**We strive to
save our
clients money,
time, and
stress.**

We are Larson Financial

Larson Financial's experienced team of professionals specializes in taxpayer representation before the IRS and state taxing authorities.

We are Different

Since 2005, Larson Financial has been successfully building a team of trusted and experienced professionals to provide honest answers and real solutions that work for their clients. As a family owned business, the team at Larson Financial understands that behind every client there is a real person that deserves the best service and representation available. The people at Larson Financial pride themselves in giving their clients the individual attention necessary to find the right solution for their tax needs and are committed to providing an atmosphere of honesty, integrity and superior service.

We can Help

With thousands of successful resolutions, Larson Financial assists clients in all 50 states. Larson Financial is an A+ rated member of the BBB and a member of National Association of Enrolled Agents as well as the National Association of Tax Professionals.

**Larson Financial
guarantees your
satisfaction with
our services.**

Welcome

Meet Us

References

Hire Us

BBB Business Review

LARSON TAX RELIEF

BBB Accredited Business since 07/06/2006

Larson Financial Inc, DbA Larson Tax Relief Inc

Phone: (888) 589-0955 Fax: (866) 553-6996 10170 Church Ranch Way Unit 450,
Westminster, CO 80021-6071 <https://larsontaxrelief.com/>



BBB Accreditation

BBB has determined that Larson Financial Inc, DbA Larson Tax Relief Inc meets BBB accreditation standards, which include a commitment to make a good faith effort to resolve any consumer complaints. BBB Accredited Businesses pay a fee for accreditation review/monitoring and for support of BBB services to the public.

BBB accreditation does not mean that the business' products or services have been evaluated or endorsed by BBB, or that BBB has made a determination as to the business' product quality or competency in performing services.

A BBB Accredited Business since 07/06/2006

Reason for Rating

Factors that *raised* Larson Financial Inc, DbA Larson Tax Relief Inc.'s rating include:

- Length of time business has been operating.
- Complaint volume filed with BBB for business of this size.
- Response to 0 complaint(s) filed against business.
- Resolution of complaint(s) filed against business.

The Denver/Boulder BBB is the Headquarter location for processing all BBB complaints. The company encourages you to contact their customer relations person, Jack Larson at 303-554-0778 x 301 prior to filing a complaint with the BBB. Larson Financial has committed to address these calls by providing an adequate response within two business days. Existing Larson Financial clients may call Ron Larson at 303-931-4661 (cell) or 303-554-0778 x 302 for continued assistance.

LASERFICHE PURCHASE RECOMMENDATION

10/10/23

We are recommending that we purchase Laserfiche in order to put our documents securely in the Cloud.

We have a leaky roof, a leaky basement, and share a wall with a BBQ Restaurant. We have valuable records of the school districts and there is no backup plan other than having the documents stored here. While there is some backup with documents we print and store here and send a copy to the districts, there are documents that are not stored remotely.

With Laserfiche, we can find documents much easier through search words and phrases instead of going through boxes.

Laserfiche®
Run Smarter®

Content Management Proposal For

Thornton School Treasurer

9/5/2023

Terry McQuade, Solutions Consultant
Tmcquade@Provenit.com



TRANSFORMING WORKPLACE PRODUCTIVITY

Proven IT
18450 Crossing Drive
Tinley Park, IL 60487

p: 708.614.1770
proven**IT**.com

USER FRIENDLY

- User friendly, and easy to navigate
- Simple scanning configuration option
- Easy Retrieval of documents

INTELLIGENT SEARCH

- The Laserfiche Search Engine makes it simple to find files based on important information.
- This includes full text search, as well as index and document/file name searching

Expansion

- The ability to expand on day forward documents being able to automatically imported and organized.
- The ability to either share access to specific documents, or transfer scanned files to other Laserfiche systems.
- A single system that can account for multiple file types, levels of user access, and retention policies.

Summary Project Overview

Solutions Provider: Proven IT

Project: Laserfiche

- Phase 1: Laserfiche Cloud Configuration for record scanning
 - Configure Laserfiche Cloud
 - Configure scanning sessions for up to 4 document types using barcode separators
 - Create Workflow for routing and naming.
 - Train end users

**** Full Scope of work to be completed and agreed on prior to project start****

Laserfiche Cloud

	Name	Description	Qty
1	Laserfiche Professional Cloud Subscription Minimum of 5 Users (Village Account)	An ECM System providing a Centralized repository for all content and automated workflow capability. Includes Single Laserfiche Repository, Process Automation (Workflow), Forms Professional, Laserfiche Starter + Audit Trail, Laserfiche Snapshot, Laserfiche E-mail and Laserfiche Integration with Microsoft Office, Laserfiche Connector, and Laserfiche Import Agent. (100 GB of storage per user) Includes Proven IT Support	5 \$855.00/ User
2	Professional Services	Consulting, Install, configure, and train. (This is an estimate based on initial conversations. Changes or configuration needs may change during the detailed discovery process or installation and may require additional hours. The final SOW will provide these details)	50 Hours Included
<p style="text-align: center;"><u>Initial Investment:</u> \$14,275.00</p> <p style="text-align: center;">**First Year Licensing and Support Included**</p> <p style="text-align: center;">** Second year of licensing and support – \$4,338.62 **</p>			



TRANSFORMING WORKPLACE PRODUCTIVITY

Proven IT
18450 Crossing Drive
Tinley Park, IL 60487

p: 708.614.1770
provenIT.com

Acceptance and Authorization

A signature below indicates acceptance of this professional services agreement and authorizes Proven Business Systems to initiate the engagement upon receipt.

Agreed and accepted:
Thornton School Treasurer

Signature

Print Name

Title

Date

Agreed and accepted:
Proven IT

A handwritten signature in black ink, appearing to read "Terry McQuade", written over a horizontal line.

Signature

Terry McQuade
Print Name

Solutions Consultant
Title

9/5/2023

Date