

AUDIO

VIDEO

DATA

SECURITY

TELECOM

February 27, 2025

Marcos Rosales  
DuJardin Elementary School  
277 Springfield Dr.  
Bloomington, IL 60108

Hi Marcos,

We sincerely appreciate the opportunity to submit this proposal for paging and intercom system. I am confident that the systems priced, and full installation contained herein will meet your needs. This proposal is valid until March 14, 2025. After March 14, 2025 Pentegra Systems will update pricing

To replace the existing outdated and malfunctioning system, we propose a new Valcom solution that will be controlled from the main offices via a new easy-to-use touchscreen console. The new system will replace the existing speakers, analog clocks, and telephones in the classrooms with new digital speakers with text displays and simple stainless steel call buttons. These easy-to-read displays are capable of single or dual line text, have built-in audio speakers for high-quality paging intercoms, and dual-side mounted flashers for enhanced customizable notifications in emergency situations.

The system we are proposing would be a complete IP based paging and time keeping system. We will use the existing paging system rack in the MDF room for the new system. A Valcom IP6K Communication/Notification Server with UPS will be installed in the rack with a SIP Intercom Controller, an IP Network input/output module, and a SIP quad network audio port.

Again, thank you for the opportunity to be part of this project and to submit this proposal. As you review this document, please feel free to contact me for clarification or to address any changes or additions. We look forward to working with you on a successful project and a timely installation.

Sincerely,

*Brian Christ*

Sales Representative  
Pentegra Systems LLC  
1400 Shore Road, Naperville, IL 60563  
Mobile: 630-360-1844  
Website: [www.pentegrasystems.com](http://www.pentegrasystems.com)

*Nick Hare*

Solutions Engineer

AUDIO

VIDEO

DATA

SECURITY

TELECOM

### Erickson Elementary School

#### Scope of Work – Equipment, Materials

Qty	Manufacturer	Product	Description
1	Valcom	V-9130-W	Remote Input Module
6	Valcom	VE4030A	IP One-Way/Talkback Wall Speaker
2	Valcom	VWGHORN	Wire Guard for Horns (2 per box)
2	Valcom	WGV550-	Wire Guard for VL550
38	Valcom	VE2978	4 Button Multi-Function Switch
17	Valcom	VE4022A	IP One-Way/Talkback Lay-in Ceiling Speaker
1	Valcom	VE6030-1	IP6000 Applications Appliance with UPS
1	Valcom	VE8048AR	Networked Input and Relay Module (Rack Mount)
1	Valcom	VE8004BR	SIP Complaint Quad Network Audio Port (Rack Mount)
1	Valcom	VE8090R	SIP Intercom Controller
2	Valcom	VE8092	IP Interactive Console
1	Valcom	VEEPL-250	250 License Pack
4	Valcom	VIP-172AL-	IP Intercom, Vandal Resistant, 16 Gauge Stainless Steel,
38	Valcom	VL520BK-F	IP Speaker with Text and Flasher, Black Finish
6	Valcom	VL522BK-F	Double Sided 520 Clock speaker
1	Valcom	VL550F	IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H)
2	Valcom	WGWALL-	Wire Guard for Wall Speakers
15	Valcom	VIP-142-	IP High Power Horn
1	Valcom	V-9130-W	Remote Input Module
10	Valcom	VE4030A	IP One-Way/Talkback Wall Speaker
38	Mechdyne	Custom	Custom Panels to cover holes and mount IP Speaker/Clock
4	Intellinet	IPS-28GM	24 port Gigabit Ethernet Web-based Switch

- Existing head end will be disconnected and set aside. New head-end and control console will be installed and configured in IDF rack.
- Existing speakers, clocks, telephone controls, and wall panels will be removed and set aside.
- New custom paintable wall plate panels will be installed. New IP Speaker / Clock with Text and Flasher will be installed onto wall plates covering existing speaker & clock locations.
- New IP Speaker / Clock with Text and Flasher and interactive console will be installed into Elementary School, linked via client network, and configured.
- New audio gateway will be installed to new corridor speakers.
- Pentegra will install necessary network cable and infrastructure for new IP devices only.
- 78 CAT6 cable runs from the MDF to the new PA equipment

**AUDIO**

**VIDEO**

**DATA**

**SECURITY**

**TELECOM**

**Warranty and Support**

90-day remote or on-site support with break-fix and replacement on Pentegra provided and installed equipment.

**Intellectual Property Notice**

This detailed design/build proposal including all equipment lists, drawings and other documents are submitted at no charge to the organization named in this Proposal pursuant to the following conditions:

This Proposal is for the organizations exclusive use in evaluating the system design presented by Pentegra Systems LLC and for evaluating the capabilities of Pentegra Systems LLC.

Pentegra Systems LLC applied significant resources with specialized knowledge and experience in preparation of this Proposal. This Proposal was created to offer consultative recommendations for your organization's unique challenges, needs and requirements. This Proposal is a product of Pentegra Systems LLC presenting consultative ideas, design, and engineering of systems based on a thorough needs analysis. As a result, the information contained in this Proposal is considered the intellectual property of Pentegra Systems LLC.

The design contents and concepts contained in this Proposal, including equipment lists, drawings and all other documents are the product of Pentegra Systems LLC and shall not be duplicated or disclosed in any manner, in whole or in part for any reason including the purpose of obtaining competing quotations. The design contents and concepts contained in this Proposal are protected by law and remain the intellectual property of Pentegra Systems LLC until acceptance of Proposal and paid deposit.

Unauthorized use of the design contents and concepts contained herein shall constitute acceptance of the following charges plus obligation to pay any and all Pentegra Systems LLC expenses incurred in the collection of these charges.

**Charge for Unauthorized Use:  
15% of the Pentegra Systems Design/Build Quotation**

AUDIO

VIDEO

DATA

SECURITY

TELECOM

### Acceptance of Proposal

### Procurement and Installation

Proposed System(s)	Amount	Initials
Procurement, Installation, and Commissioning of PA System	\$300,434.00	

Note: \* Price of proposed system(s) does NOT include sales tax.

Note: \*\*Based on current understanding of project scope.

- ✓ A lift is not required.
- € Pentegra Systems will be providing a lift on site for installation of this project.
- € Client will provide a lift with appropriate certification for Pentegra Systems installers to use for installation.

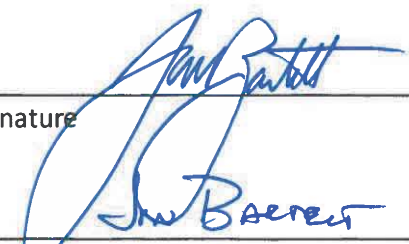
PAYMENT TERMS: 50% initial payment, 30% upon majority of materials shipped, 20% upon completion of the entire project, billed in progress payments NET 30.

- ✓ Please check this box if Tax Exempt

Please submit State of Illinois tax exemption certificate with acceptance of this proposal or send to [accounting@pentegrasystems.com](mailto:accounting@pentegrasystems.com)

I hereby authorize Pentegra Systems LLC to provide the equipment, materials, and services as proposed per my selections indicated above.

The total investment, specifications, Terms, and Conditions (Appendix A), and all agreements and notices detailed above and in the corresponding Proposal attached hereto are understood and accepted.

 _____ Signature	3/13/25 _____ Date	_____ P.O. Number
John Baerger _____ Print name	Supervisor _____ Title	





AUDIO

VIDEO

DATA

SECURITY

TELECOM

**QUALIFICATIONS:**

**Note 1:** Sales tax is ***NOT INCLUDED*** in the proposed system(s) price / amount and will be collected if applicable.

**Note 2:** This proposal is valid for ***until March 14, 2025***. Unforeseen events including changes in government policy may affect the availability and/or pricing of technologies involved in this solution. Should this proposal be affected, the Pentegra team will make any necessary modifications in order to present an update or the best possible alternative.

**Note 3:** Long lead times are expected for some products. ETA cannot be provided until the order is placed. Any needed expedited delivery fees will be assessed on orders. Not to exceed: \$1,000.00

**Note 4:** Pentegra Systems reserves the right to adjust our CO quote pricing if future equipment cost increases and/or shipping surcharges exceed 2% of the current costs used in this quote. Pentegra Systems shall provide proof of escalation through manufacturers' communications of such increases to justify the potential future increase to our pricing quoted herein.

AUDIO

VIDEO

DATA

SECURITY

TELECOM

## **Integration Inclusions & Exclusions**

### **Inclusions**

*The following items are INCLUDED in the project scope of work:*

- All equipment, wire and accessories required for a fully functional system.
- Union labor associated with turnkey engineering, installation, programming, testing and training.
- Documentation package including as-built system CAD diagrams and Manufacturer's Operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User training on system operation.

Any additional trips, labor or materials due to failure of the other work forces to have the security system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide Pentegra Systems engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to Pentegra Systems.

### **Exclusions**

*The following items are EXCLUDED from the project scope of work:*

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support equipment
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or repair
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others, unless otherwise noted in this proposal
- Painting, patching or finishing of architectural surfaces
- Permits (unless specifically provided for elsewhere in the contract)
- HVAC and plumbing relocation
- Rough-in, bracing, framing or finish trim carpentry for installation
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.

AUDIO

VIDEO

DATA

SECURITY

TELECOM

**Appendix A**

**Section 1**

**Price, Fees, and Taxes**

- 1.1 Price Protection.** This Proposal is valid for 30 days from date on Proposal. Prices are firm and protected for the initial thirty-day period. Following the thirty-day period the Proposal is void. Pentegra Systems LLC (Pentegra) may extend or resubmit the Proposal with or without changes.
- 1.2 Payment Terms.** Owner shall pay to Pentegra the purchase price and shall assume responsibility for the other charges and claims set forth in the Agreement in accordance with the payment schedule set forth in the Acceptance of Proposal hereto and elsewhere in this Agreement. All invoices are due NET 30 days unless documented otherwise in the Acceptance of Proposal.
- 1.3 Past Due Accounts.** Past due accounts will be charged a monthly 1.5% service fee plus administrative and collection expenses, lien fees, and legal fees and costs incurred. Accounts where invoice payments are not received at Pentegra within 45 days of invoice shall forfeit the 90-day warranty will apply.
- 1.4 Taxes, Freight, and other Fees.** Equipment sales tax, non-standard freight, and any required permit and bonding fees not included in the proposal price will be added to the total purchase price if applicable.
- 1.5 Title to the Deliverables.** Title to the deliverables is retained by Pentegra until payment of the full Agreement sum subject to allocation of payments and release of security as required by law. The Customer agrees to keep the deliverables safe, free from other liens, and at the address of the installation.

AUDIO

VIDEO

DATA

SECURITY

TELECOM

## **Section 2**

### **Scope of Work**

- 2.1 Scope of Work.** Pentegra shall provide the equipment and materials specified, and shall perform all services to be rendered in a professional manner according to the specifications and standard practices for the total purchase price stated in the Proposal.
- 2.2 Implementation Schedules.** The work performed under the terms of this Agreement shall be commenced as mutually agreed between the parties upon receipt of the signed Acceptance of Proposal and deposit. Any dates for completion of work are provided by Pentegra on a best-efforts basis. The dates shall be subject to extensions due to conditions beyond the control of Pentegra such as acts of nature, delays in material delivery, accessibility to the facility, and delays of work by others where such work is necessary to the completion of the project.
- 2.3 Customer Provided Networks.** The Customer is responsible for providing the network infrastructure and configuration to support the installation and performance of the proposed systems, unless specified otherwise in the Scope of Work. If Customer requests Pentegra to perform work not specified in the Scope of Work to enable the Network, the Customer will be billed for this work performed at Pentegra's standard hourly rate unless otherwise negotiated and documented.
- 2.4 System Control Programming.** All system control programming will be performed by Pentegra until System is turned over to the customer. Once the programming parameters are mutually agreed to by both parties, any changes requested by Customer will result in additional billable charges to Customer. If Customer without the consent of Pentegra makes programming changes to the System that later creates additional work for Pentegra, the extra work will result in additional billable charges to the Customer.

## **Section 3**

### **Proprietary Protection of Programs**

- 3.1 Reservation of Title.** This Agreement does not affect any transfer of title in the Programs, or any materials furnished or produced in connection therewith, including drawings, diagrams, specifications, input formats, source code, and user manuals. The Programs are provided, and are authorized to be installed, executed, and used only in machine-readable, object code form. Customer's rights in the Programs are expressly limited to the use of the Programs by Customer at the Installation Site in connection with the equipment and as otherwise limited by any applicable license agreement.
- 3.2 Restrictions on Use of Programs Generally.** Neither the Programs nor any materials provided to Customer in connection with the Programs may be copied, reprinted, transcribed, or reproduced, in whole or in part, without the prior written consent of Vendor. Customer shall not in any way modify or enhance the Programs, or any materials furnished or produced in connection therewith, without the prior written consent of Vendor.

AUDIO

VIDEO

DATA

SECURITY

TELECOM

#### **Section 4**

##### **Limitation of Liability**

- 4.1 LIMITATION OF LIABILITY.** IN NO EVENT SHALL PENTEGRA OR ITS LICENSORS(S) BE LIABLE TO CUSTOMER FOR LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR USE OF THE DELIVERABLES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY. IN NO EVENT WILL PENTEGRA'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE AMOUNTS PAID TO PENTEGRA BY CUSTOMER FOR THE DELIVERABLES FROM WHICH THE LIABILITY DIRECTLY AROSE.

#### **Section 5**

##### **Warranty**

- 5.1 Initial Warranty Period.** Except as may be limited by Section 1.3 of these Terms and Conditions Pentegra warrantees that the equipment, materials, and workmanship we provide will be free from defects for a period of **ninety (90) days** from the time of installation completion or first beneficial use, whichever occurs first, with the exception of CD players, cassette decks, video cassette decks, and video projectors, which have a warranty of the lesser of the manufacturer's warranty or ninety (90) day. Video projector lamps have a warranty period of 90 days. Disposable items such as batteries, lamps, and tapes are not covered under our warranty. All warranty work will be performed during normal business hours, Monday through Friday, excluding holidays.
- 5.2 Extended Service.** After the expiration of 90 days from the point of installation, Pentegra will honor the manufacturer's warranty to the full extent of the manufacturer's warranty period. All labor costs incurred in the servicing of this equipment shall be charged at our normal service rates. Quotations for extended service contracts will be provided (upon request) prior to the completion of the initial 90-day warranty period.
- 5.3 Warranty Exclusions.** Equipment, materials, cable, or workmanship not originally provided by Pentegra are not covered by our warranty. Systems and equipment damaged by abuse, accident, repair, or modification by someone other than a Pentegra technician, fire water, theft or theft attempt, vandalism, power surges, and Acts of Nature are not covered by warranty.

**ADDENDUM to the AGREEMENT**  
between  
Bloomington School District 13  
and  
Pentegra Systems, LLC

This agreement is an addendum to the contract between the Board of Education of Bloomington School District 13 (hereinafter referred to as "School District"), and Pentegra Systems, LLC (hereinafter referred to as "Pentegra") (collectively the "Parties"), created by the School District's acceptance of Pentegra's "Confidential Proposal # 24CB1015" which is attached hereto and incorporated herein by reference.

In the event of a conflict between the Agreement and this addendum, the terms of this addendum shall control. The Parties agree as follows:

1. **Payment Terms.** 30% initial payment, 40% upon completion of 50% of the work, 30% upon completion of the entire project to the satisfaction of the School District.

The School District will pay Pentegra's invoices in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq*, and interest on any late payments will be calculated in accordance with same.

The School District will be responsible for cost escalations or additional charges if and only if the School District's Superintendent or a designee provides prior written approval for any fees in excess of the quoted contract price of three hundred and two thousand five hundred and no/100 dollars (\$302,500.00).

Each payment by the School District to Pentegra includes all applicable federal, state, and municipal taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties, and fees arising from the use of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation because of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Pentegra.

2. **Work Schedule.** Upon execution of the contract by the School District, Pentegra shall develop in conjunction with the School District projected substantial completion and final completion dates for the project that meet the School District's needs. During the term of the Agreement Pentegra shall regularly, but not less than every other week, report to the Superintendent or a designee on the progress of the work. Pentegra shall use all commercially reasonable efforts to meet the substantial completion and final completion dates identified in conjunction with the School District. The School District shall not be responsible for any additional costs to Pentegra in meeting the substantial completion and final completion dates, including but not limited to overtime costs. Pentegra shall



coordinate with the School District to schedule all work at times and in a manner convenient for the School District taking into consideration class schedules and the school calendar.

3. **Plans and Drawings.** Pentegra agrees to coordinate its plans and specifications for the work with the School District, the School District's Architect, and the Regional Office of Education having authority over the School District's buildings. Said coordination shall include, but not be limited to, activities such as submitting drawings and specification for approval, obtaining building permits, and attending meetings. All such coordination shall be as necessary at the request of the School District and at no additional cost to the School District.
4. **Damage to Property.** In the event the School District's property is damaged by Pentegra, Pentegra shall, at Pentegra's sole cost, restore the property or any surrounding area. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If Pentegra does not repair the damage within fourteen (14) days after receiving written notice from the School District, or a lesser time if the School District determines the damage creates an emergency, the School District may repair the damage and Pentegra shall reimburse the School District for the costs the School District incurs within fourteen (14) days after the School District provides a written invoice to Pentegra.
5. **Prevailing Wage Act.** Pentegra agrees to comply with and that this agreement is subject to and governed by the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et seq.). The Pentegra shall ensure that any Subcontractors shall comply with the Illinois Prevailing Wage Act. No additional costs are to be incurred by the School District as a result of changes in the prevailing wage. All record keeping requirements are the obligation of the Pentegra and its Subcontractors.

To the extent that there are any violations of the Prevailing Wage Act and any demands are made upon the School District, Pentegra or the particular Subcontractor and Pentegra shall be responsible for indemnifying and holding the School District free and harmless from all costs incurred, directly or indirectly, by the School District in responding to and complying with demands made by the Department of Labor, or an aggrieved employee and such amounts may be withheld from the payments to be made on the project.

Upon 2 business days' notice, the Pentegra and each Subcontractor shall make available for inspection the records identified in the Prevailing Wage Act to the Owner in charge of the project, its officers and agents, and to the Director of Labor and his deputies and agents. Upon 2 business days' notice, the Pentegra and each Subcontractor shall make such records available at all reasonable hours at a location within this State.

6. **Criminal background check.** Pentegra shall not send to any school building or school property any employee or agent who would be prohibited from being employed by the School District due to a conviction of a crime listed in 105 ILCS

5/10-21.9 or who is listed in the Illinois Sex Offender Registry or the Illinois Murderer and Violent Offender Against Youth Registry.

If any employee, agent, contractor or subcontractor of Pentegra will have direct, daily contact with the School District's students as a result of the work performed under this contract, Pentegra shall make said employees, agents, contractors or subcontractors available to the School District for a fingerprint-based criminal history records check pursuant to 105 ILCS 5/10-21.9. The check shall occur before any employee, agent, contractor or subcontractor is sent to any school building or school property. Pentegra will reimburse the School District for the costs of the checks. The School District must provide a copy of the report to the individual employee but is not authorized to release it to Pentegra.

In the event the Pentegra fails to comply with the provisions of this section and, as a result, a suit or claim is instituted by a student for harm caused by an employee, agent, contractor or subcontractor of Pentegra, or caused by an employee of a subcontractor to the Pentegra, then in that event, Pentegra agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the School District against any such claims.

7. **Faith's Law.** Pentegra certifies that prior to sending any employee or contractor/subcontractor to the premises, Pentegra has complied with all employment history review and other obligations of 105 ILCS 5/22-94. Upon request of the School District, Pentegra agrees to promptly disclose all records, information and determinations related to Section 22-94 employment history review for each of its employees or independent contractors.
8. **FOIA.** As an independent contractor of the School District, records in the possession of Pentegra related to the Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq.; 5 ILCS 140/7(2). Pentegra, at Pentegra's cost, shall immediately provide the School District with any such records requested by the School District to timely respond to any FOIA request received by the School District. The School District will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released. If Pentegra refuses to provide a record that is the subject of a FOIA request to the School District and the Attorney General or a court of competent jurisdiction subsequently requires the release of the record or penalizes the School District in any way, Pentegra shall reimburse the School District for all reasonable costs, including attorneys' fees, incurred by the School District related to the FOIA request and records at issue. Pentegra further acknowledges that the School District is subject to the Illinois Freedom of Information Act and the School District's compliance with that Act shall not be a violation of the Agreement.
9. **Insurance.** During the term of this Agreement, the Pentegra, at its sole cost and expense, and for the benefit of the School District, shall carry and maintain the following insurance:

- a. Comprehensive general liability and property damage insurance, insuring against all liability of Pentegra related to the Agreement, with a minimum combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate;
- b. Automobile liability Insurance with a combined single limit of One Million dollars (\$1,000,000);
- c. Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Pentegra's respective employees;
- d. Sexual abuse and molestation insurance with a combined single limit of One Million Dollars (\$1,000,000); and
- e. Umbrella liability insurance with a minimum combined single limit of One Million dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate.

All insurers shall be licensed by the State of Illinois and rated A+-VII or better by A.M. Best or comparable rating service. The comprehensive general liability, sexual abuse and molestation, and property damage insurance policy shall name the School District, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District.

Prior to performing any work, Pentegra shall provide the School District with certificates of insurance reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of the Agreement entitling the School District to terminate the Agreement immediately. All policies of insurance that are cancelled or non-renewed will be replaced with no coverage gap and a current certificate of insurance will be provided to the School District by certified mail, return receipt requested.

10. **Illinois Human Rights Act.** Pentegra certifies that it complies with the Illinois Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
11. **Indemnification.** To the fullest extent permitted by law, Pentegra shall indemnify, defend and hold harmless School District, its Board of Education and its members, officers, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively the "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation or enforcement costs, incurred by any of the Indemnitees for injuries to persons, including without limitation death, or for damage, destruction or theft of property, arising out of any negligent activity of

Pentegra or any negligent act or negligent omission of Pentegra or of any employee, agent, subcontractor, independent contractor, volunteer, or invitee of Pentegra arising under the Agreement. Nothing contained in the Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to School District under the Illinois Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

12. **Compliance with Law.** Pentegra agrees that all services provided pursuant to the Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, Pentegra shall notify the School District in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
13. **Termination.** Once signed, the Agreement and this addendum will remain in effect until terminated, in writing, by either party. Either party may terminate the Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination
14. **Governing Law.** The Agreement shall be interpreted in accordance by the laws of the State of Illinois and any litigation arising from the Agreement shall be brought in the 18<sup>th</sup> Circuit Court of DuPage County or in the
15. **Effective Date.** This addendum shall be deemed dated and become effective on the date the last of the parties executes the addendum as set forth below.

PENTEGRA SYSTEMS, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

BOARD OF EDUCATION OF  
BLOOMINGDALE SCHOOL DISTRICT 13

By:  \_\_\_\_\_  
Its: Superintendent or designee

Printed Name:  \_\_\_\_\_

Date:  3/13/25 \_\_\_\_\_

