

Mt. Pulaski CUSD #23
Mt. Pulaski CUSD 23 School Board Meeting
Mt. Pulaski Grade School Library
119 N. Garden Street
Mount Pulaski, IL 62548
Monday, July 18, 2022
5:00 PM

AGENDA

- I. **Call to Order**
- II. **Roll Call**
- III. **Executive Session-*Employment, Compensation, Performance of Specific Employees***
- IV. **Recognition of Public**
- V. **Adoption of Consent Agenda**
 - A. Approve Payment of Bills
 - B. Sales Tax Revenue Report
 - C. Approve June 20, 2022 Board Meeting Minutes
 - D. Approve June 20, 2022 Executive Session Meeting Minutes
- VI. **Reports**
 - A. Superintendent's Report
 - B. Salary Projection Report
 - C. Athletic Director's Report
 - D. IASB Training Opportunity
Deanne Mott
- VII. **Unfinished Business**
 - A. Approve Memorandum of Understanding for "Zero" Hour Calculus Class
 - B. Approve "Zero" Hour Calculus Class
 - C. Approve Letter of Support for Elkhart TIF District Renewal
- VIII. **New Business**
 - A. Approve Tentative Budget for FY23
 - B. Approve Second Reading of PRESS Policy Updates
 - C. Adopt PRESS Policy Updates

- D. Approve Capital Projects List
- E. Accept Budget Proposal for Replacement Flooring at MPGS
- F. Approve Infrastructure for MPHS Parking Lot Lighting Project
- G. Approve Lighting for MPHS Parking Lot Lighting Project
- H. Approve Raise for MPGS Instructional Coach Jenny Mendenhall
- I. Approve Raise for MPHS Instructional Coach Linda Smith
- J. Approve MPHS Faculty Handbook
- K. Approve MPGS Faculty Handbook
- L. Approve Paraprofessional Handbook
- M. Approve Increase in Sports Officials Pay Rate
- N. Approve Future Green Energy Contract
- O. Approve School Resource Officer Contract for 2022-2023
- P. Discussion of SEL Program Capturing Kids Hearts
- Q. Discussion of Grounds Maintenance
- R. Discussion of School Safety Session and Direction from Board for Upcoming Teacher In-Service
- S. Discussion for a K through 5th Grade Classroom Update Not to Exceed \$8K per Classroom.
- T. ESSER Fund Balance as of the July meeting and Layout of Intended Objectives to Spend the Remaining Balance
- U. Personnel Report
 - 1. Approve Hannah Baker as MPGS Paraprofessional
 - 2. Approve Amanda Scattergood as MPHS Paraprofessional
 - 3. Approve Ryan Davis as MPHS Boys Basketball Assitant Coach
 - 4. Accept Resignation of Sam VanRheeden as MPHS Night Custodian
- IX. **Items of Information**
- X. **Adjournment**

THE TRUST EDGE EXPERIENCE

with David Horsager

Author of the Best-Selling Book, *The Trust Edge*



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Join internationally acclaimed trust expert, David Horsager, and our certified IASB Trust Edge coaches, for a live, in-person, fast-paced, and engaging day of professional development.

The Trust Edge Experience builds high-performing teams and creates a common language to build connection, improve clarity, and increase productivity. Learn with educational leaders from across the state as you explore the 8-Pillar Framework™ for building trust and identify how trust impacts every area of work and life. Participants will practice methods to clarify expectations, improve relationships, and reduce interpersonal conflict, as well as methods for appreciating others, building an accountable culture, and recognizing how to rebuild trust when it has been broken.

Registration Fees: \$175 per attendee. Continental breakfast and lunch are included. Advance registration is required. Board members are encouraged to contact your superintendent's office for registration assistance. Registrants will receive an email confirmation. Online registration will close at noon July 29.

***Waiver:** By participating in this Illinois Association of School Boards (hereinafter IASB) event, you are automatically authorizing IASB and its employees, agents, and assigns to use your name, photograph, voice, or other likeness for purposes related to the mission of IASB, including but not limited to publicity, marketing, websites, other electronic forms of media, and promotion of IASB and its various programs.

Cancellation: Advance registrants who find they cannot attend are urged to promptly notify the IASB Registrar by email to registrar@iasb.com. Registration fees will be refunded if cancellation is received by IASB by noon on July 29.

For more information contact Dean Langdon at dlangdon@iasb.com.

"When organizations have a high-trust culture, they experience highly efficient teams, achieving maximum results with incredible morale."

— David Horsager, CEO Trust Edge Leadership Institute

IASB School board members and other school staff are encouraged to attend!

★ School board members receive five points in the Board Leader Program for attendance at this event.

Saturday, August 6, 2022; 8:30 a.m. – 4 p.m.

Chicago Marriott Naperville

1801 N. Naper Blvd , Naperville, IL 60563



Register at www.iasb.com

Sports Officials Proposed Rate Increases

Current rates last updated 2016-17

	<u>Current</u>	<u>Proposed</u>	<u>Avg</u>
HS Volleyball (JV/Varsity)	\$65.00	\$80	\$77
GS Volleyball (7th/8th)	\$60.00	\$70	\$69
GS Volleyball (6th/7th/8th)	\$80.00	\$90	
HS Boys Basketball (Varsity)	\$70.00	\$80	\$77
HS Boys Basketball (JV)	\$55.00	\$65	\$65
HS Boys/Girls Basketball (Fr)	\$50.00	\$60	
HS Girls Basketball (JV/Varsity)	\$110.00	\$120	\$125
GS Boys/Girls Basketball (7th/8th)	\$65.00	\$70	\$75
GS Boys/Girls Basketball (6th/7th/8th)	\$85.00	\$90	
GS Boys/Girls Basketball (5th/6th)	\$60.00	\$65	
HS Baseball (Varsity)	\$60.00	\$80	\$74
HS Baseball (JV)	\$50.00	\$65	
GS Baseball	\$55.00	\$70	\$68
HS Soccer	\$55.00	\$80	\$90

MASTER ELECTRIC ENERGY SALES AGREEMENT

This Master Electric Energy Sales Agreement (this "Agreement") is entered into effective as of the **7th day of June 2022** (the "Effective Date") by and between ENGIE Resources LLC ("ENGIE") and MT PULASKI COMMUNITY UNIT DISTRICT NO. 23("Customer"). ENGIE and Customer are also referred to as "Party" and collectively as the "Parties."

SECTION 1. TRANSACTION TERMS AND CONDITIONS

- 1.1 **Purchase and Sale.** ENGIE shall sell and deliver and Customer shall purchase and receive Firm Full Requirements Service pursuant to a Sales Confirmation and the terms and conditions herein. Any conflict between the terms of this Agreement and an applicable Sales Confirmation shall be resolved in favor of the Sales Confirmation. During the term of this Agreement, should ENGIE fail to schedule the delivery of sufficient quantities of electricity to Customer by the local utility distribution company, Customer and ENGIE recognize: (i) the local utility distribution company, per the local utility distribution company's Tariff responsibilities, nevertheless is obligated to deliver sufficient electricity to satisfy Customer's needs and (ii) ENGIE shall settle with the ISO subject to Section 1.4 herein at no additional cost or expense to Customer with respect to the purchase of electricity to cover any such failure.
- 1.2 **Contract Price.** Customer shall pay ENGIE the Contract Price as specified in an applicable Sales Confirmation.
- 1.3 **Term.** This Agreement shall be effective on the Effective Date. Either Party may terminate this Agreement upon thirty (30) days prior written notice. Notwithstanding the foregoing, the termination of this Agreement shall not affect or excuse the performance of either Party pursuant to any provision of this Agreement that by its terms survives any such termination and provided, further, any Sales Confirmations executed pursuant to this Agreement shall remain in effect, and the provisions of this Agreement shall continue to apply until both Parties have fulfilled all obligations with respect to the underlying transactions. The termination of this Agreement does not terminate any Sales Confirmation executed pursuant to this Agreement.
- 1.4 **Billing and Payment.** Following the receipt of Utility Related Charges, ISO fees or charges, and Customer's metered electric energy consumption, ENGIE will deliver to Customer an invoice setting forth the amount due for the preceding billing cycle. The invoice shall include the monthly charges for energy consumption and any other charges or fees imposed pursuant to the terms of this Agreement, and any applicable Taxes and Utility Related Charges. ENGIE may use estimated data for billing subject to future reconciliation upon receipt of actual data for the applicable billing cycle. Payment shall be due to ENGIE by check, electronic transfer or any other mutually agreed upon payment method in accordance with the payment terms of the Sales Confirmation. Overdue payments will accrue interest at the Interest Rate from the due date to the date of payment. If any amount of an invoice is disputed in good faith, the entire amount shall be paid when due. Any disputed amounts that are determined to be owed to Customer shall be re-paid by ENGIE with interest accrued at the Interest Rate from the date payment was due through the date of re-payment to the Customer. If ENGIE elects to utilize the applicable local utility to distribute invoices, Customer shall comply with the billing and payment requirements of the local utility.

SECTION 2. GENERAL TERMS AND CONDITIONS

- 2.1 **Notices.** Notices and correspondence shall be in writing and delivered by regular or electronic mail, or similar means and deemed received on the date transmitted or delivered (after business hours on next Business Day) and notice by overnight mail or courier is deemed received two (2) Business Days after it was sent. All notices shall be provided to the person and addresses specified in Section 4, or to such other person and address as a Party may specify in writing to the other Party.
- 2.2 **Taxes.** Taxes means all fees and taxes (other than income taxes) imposed by a governmental authority on the purchase and sale of electricity, including utility, gross receipts, sales, use, franchise and excise taxes. Customer is responsible for all Taxes and shall reimburse ENGIE for the cost of any such Tax without markup, whether levied directly on Customer or ENGIE. Customer will provide any applicable Tax exemption certificates, and until provided, no exemption will apply. ENGIE will not refund or credit previously paid Taxes but will assign to Customer applicable refund claims.
- 2.3 **Title, Risk of Loss.** Title, liability and risk of loss associated with the electric energy purchased and sold hereunder shall pass from ENGIE to Customer at the delivery point specified in an applicable Sales Confirmation.
- 2.4 **Credit Assurances.** If requested by a Party, the other Party or its Guarantor shall provide copies of all its SEC Form 10-K and/or Form 10-Q reports or, if such reports are unavailable, copies of the Party's most recent audited financial statements. Such reports shall be prepared in accordance with generally accepted accounting principles. If either Party has reasonable grounds to believe the other Party has experienced a Material Adverse Change or the other Party's creditworthiness or performance under this Agreement has become unsatisfactory, then that Party shall provide the other with written notice requesting Performance Assurance in an amount determined in a commercially reasonable manner. Upon receipt of such notice, the receiving Party shall have three (3) Business Days to remedy the situation by providing such Performance Assurance. In the event the receiving Party fails to provide such Performance Assurance within three (3) Business Days of receipt of such notice, then an Event of Default shall be deemed to have occurred and the requesting Party shall be entitled to any remedies set forth in this Agreement.

- 2.5 Force Majeure. Force Majeure means an event that is beyond the reasonable control of the claiming party that could not have been prevented by the exercise of due diligence, including, but not limited to: acts of God; civil disturbances or disobedience; labor dispute or shortage; sabotage; explosions; accidents affecting machinery or power lines; lightning; earthquakes; fires; storms; tornadoes, floods, failure of transmission or distribution, failure of generation, acts of a public enemy; and the direct or indirect effect of governmental orders, actions or interferences. Nothing contained herein shall be construed to require a claiming party to settle any strike or labor dispute. If either Party is rendered unable by Force Majeure to carry out, in whole or part, its obligations under this Agreement, such Party shall give notice and provide full details of the event to the other Party in writing as soon as practicable after the occurrence of the event. During such Force Majeure period, the obligations of the Parties (other than to make payments due) will be suspended. The Party claiming Force Majeure will make all reasonable attempts to remedy the effects of the Force Majeure and continue performance; provided, however, that no provision of this Agreement shall be interpreted to require ENGIE to deliver, or Customer to receive, electric energy at points other than the delivery point(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities or (b) economic loss due to Customer's loss of markets or suppliers.
- 2.6 Events of Default. An "Event of Default" means: (a) the failure to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice, or (b) Customer cancels, terminates or discontinues service, switches service to another supplier, or transfers service to the default service provider, after the Effective Date of a Sales Confirmation executed pursuant to this Agreement; or (c) any representation or warranty made by a Party in this Agreement proves to have been false or misleading in any material respect when made or ceases to remain true during the Term; or (d) the failure by a Party to perform any covenant set forth in this Agreement and for which a remedy is not provided herein and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) Business Days after written notice thereof; or (e) the failure of a Party to provide Performance Assurance in accordance with Section 2.4; or (f) absent agreement to the contrary the failure of Customer to utilize ENGIE as its sole supplier of electric energy for the facilities and accounts specified in an applicable Sales Confirmation (absent a failure to perform by ENGIE); or (g) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) otherwise becomes Bankrupt or insolvent.
- 2.7 Remedies upon Event of Default. If an Event of Default occurs, the non-defaulting Party shall have the right (i) to liquidate and terminate any and all Sales Confirmations hereunder and/or (ii) suspend performance. If non-defaulting Party elects to terminate and liquidate, it shall calculate the aggregate amount of losses or gains it incurs in accordance with the following formula: Termination Payment = (Contract Price – Current Market Price) x (the amount of electricity remaining to be delivered under the terminated Sales Confirmations as shown in the Monthly Anticipated Consumption table attached thereto). The non-defaulting Party shall provide a written explanation of its calculation of the Termination Payment to the defaulting Party, and the Termination Payment shall be due within five (5) Business Days thereafter.
- 2.8 Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH A REMEDY OR MEASURE OF DAMAGES IS PROVIDED, LIABILITY IS LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE LIABILITY OF THE DEFAULTING PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES IN TORT, CONTRACT UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- 2.9 Indemnification. Except as limited by Section 2.8, each Party shall indemnify, defend and hold the other Party harmless from claims, demands and causes of action asserted against the indemnitee by any person arising from or out of any event, circumstance, act or incident first occurring or existing during the period when control and title to electric energy is vested in such Party as provided in Section 2.3.
- 2.10 Representations and Warranties. Each Party, with respect to itself, represents and warrants: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and qualified to conduct its business in jurisdictions necessary to perform this Agreement; (b) it has all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under this Agreement; (c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) this Agreement and each other document executed and delivered in accordance with this Agreement constitute its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not Bankrupt or insolvent and there are no reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and (f) it has read this Agreement and fully understands its rights and obligations under this Agreement, and has had an opportunity to consult with an attorney of its own choosing to explain the terms of this Agreement and the consequences of signing it. Customer further represents and warrants to ENGIE throughout the term of this Agreement that no facility or account listed on Attachment A, Exhibit 1 is classified by the applicable utility as a residential account. ENGIE and its successors and assignees make no warranty of any kind, either express or implied, including implied warranty of merchantability and fitness for a particular purpose with regard to the services ENGIE provides or activities Customer

undertakes, pursuant to this Agreement. ENGIE has no duty to advise Customer or exercise judgment on Customer's behalf as to the merits or suitability of any transactions that ENGIE proposes to enter into with Customer.

- 2.11 Confidentiality. Neither Party shall disclose, unless authorized in writing by the other Party, the terms of this Agreement to a third party (other than the Party's employees or its lenders, advisors, insurers, counselors or accountants) except in order to comply with any applicable law, order, regulation or exchange rule, to collect debts owed or to obtain transmission, distribution, ancillary or other regulated services; provided, each Party will notify the other Party of any proceeding of which it is aware which may result in non-routine disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided, all monetary damages shall be limited to direct actual damages and a breach of this section shall not give rise to a right to suspend or terminate this Agreement.
- 2.12 Modification. No amendment or modification will be enforceable unless reduced to writing and executed by the Parties.
- 2.13 Assignment and Binding Effect. Neither Party will assign this Agreement or any of its rights without the prior written consent of the other Party which shall not be unreasonably withheld. Any successor or assignee shall be subject to all the provisions of this Agreement to the same extent as though such were the original Party under this Agreement. An assignment shall be effective when the assignee or transferee agrees in writing to assume all of the obligations of the assignor or transferor and to be bound by all of the provisions of this Agreement. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.
- 2.14 Billing Dispute Resolution. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement within twenty-four (24) months of the date the invoice or adjustment to an invoice was rendered. In the event of any dispute, each Party will thoroughly investigate the matter and report the results of its investigation to the other Party. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 2.14 within twenty-four (24) months after the invoice is rendered or any specific adjustment to the invoice is made.
- 2.15 Change in Law. In the event that there is a change in law, administrative regulation, tariff, or any fees or costs imposed by the applicable ISO or by a Governmental Authority, or a change in ISO/RTO Operations, market structure, congestion zone design, or protocols, or a change in application or interpretation thereof, and such change causes ENGIE to incur any capital, operating or other costs relating to the provision of services contemplated herein, in order to maintain the same level and quantity of delivery of electric energy, ENGIE shall have the right to adjust the amounts payable by Customer under this Agreement to reflect, based on the type of change, Customer's pro rata share of ENGIE's incremental costs resulting from such change. If a change in law renders performance under this Agreement illegal, the Parties shall attempt to renegotiate this Agreement to comply with such change, and if unable, the Parties' obligations hereunder shall terminate upon the date the change in law becomes effective.
- 2.16 Governing Law. THIS AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING TO IT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ANY CONFLICTS-OF-LAW PRINCIPLE THAT DIRECTS THE APPLICATION OF ANOTHER JURISDICTION'S LAWS. EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION IN ANY FEDERAL OR STATE COURT WITHIN HOUSTON, HARRIS COUNTY, TEXAS IN ANY ACTION OR SUIT COMMENCED IN SUCH COURT, AND EACH PARTY HEREBY WAIVES ANY OBJECTION THAT IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR *FORUM NON CONVENIENS*. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS AGREEMENT.
- 2.17 Misc. This Agreement and a Sales Confirmation executed in accordance with this Agreement constitute the entire agreement. There are no prior or contemporaneous agreements or representations affecting the same subject matter other than those herein expressed. If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. All confidentiality and indemnity rights will survive the termination of this Agreement. This Agreement may be executed in several counterparts, each of which will be an original and all of which constitute one and the same instrument. Except as expressly provided otherwise in this Agreement, all remedies in this Agreement, including the right of termination, are cumulative, and use of any remedy shall not preclude any other remedy in this Agreement. In any action or proceeding to collect amounts due under this Agreement, the prevailing Party shall be entitled to recover its collection costs and expenses, including reasonable attorneys' fees, from the other Party.

SECTION 3. DEFINITIONS

Bankrupt means a petition or the commencement of a proceeding or cause of action under a bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) becomes insolvent (however evidenced), or (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets.

Business Day means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day is 8:00 a.m. - 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise

specified, shall be the Party to whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

Contract Price means the price in U.S. dollars as specified in an applicable Sales Confirmation.

Current Market Price means the wholesale price of electricity and any applicable related services (e.g. capacity, ancillary services) that are available for sale at the time of a termination and liquidation. Such price may be based on quotes from leading brokers, and other sellers in the wholesale market; and the Non-Defaulting Party shall not be required to enter into any transactions in order to establish the Current Market Price.

Firm Full Requirements Service means that either Party shall only be relieved of its obligations without liability to the extent that, and for the period during which performance is prevented by Force Majeure or any type of curtailment as ordered by the applicable ISO.

Governmental Authority means any federal, state, local, municipal or other government, any governmental, regulatory or administrative agency, commission or other authority.

Guarantor means an entity providing a guaranty of payment in favor of the other Party.

Interest Rate means the lesser of one and 1 ½ % per month or the maximum rate permitted by applicable law.

ISO means an Independent System Operator to be specified on a Sales Confirmation.

Material Adverse Change shall mean Customer's credit rating has dropped below BBB- per Standard & Poors or Baa3 per Moody's Investors Service.

Performance Assurance means collateral in the form of either cash, letter(s) of credit, corporate guarantees, or other security acceptable to the requesting Party.

RTO means the applicable regional transmission organization responsible for moving electricity over large interstate areas.

Utility Related Charges is defined in the applicable Sales Confirmation.

Utility Transfer Date means the date which the utility permits ENGIE to commence or discontinue Customer's service. ENGIE is not responsible or liable for any loss, cost, charge, damage, or fee incurred by or assessed to Customer for a delay in enrollment. Customer understands that third parties are, in part, responsible for enrollment timeliness.

SECTION 4. NOTICES

	BUSINESS CONTACT	BILLING CONTACT	ENGIE CONTACT	Mailing Address: Engie Resources LLC PO Box 841680 Dallas, Texas 75284-1680
NAME: ATTN:			ENGIE Resources Inc.	Electronic Payments: Bank of America Merrill Lynch Dallas ABA: 026009593 Account Number: 4451335207
STREET ADDRESS:			1360 Post Oak Blvd. Suite 400	Overnight Mailing Address: Engie Resources LLC Bank of America Lockbox Services Lockbox 841680 1950 N Stemmons Freeway - Suite 5010 Dallas, Texas 75207
CITY, STATE, ZIP:			Houston, TX 77056	
PHONE #:			1-866-MYENGIE	
FAX #:			(713) 636-0927	
EMAIL:			care@engieresources.com Self-service billing online: MyEngiePortal https://accounts.engieresources.com	
	Customer DUNS No. _____	Customer Federal Tax ID (EIN) _____		

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Agreement effective as of the Effective Date. This Agreement will not become effective as to either Party unless and until executed by both Parties.

Customer: MT PULASKI COMMUNITY UNIT DISTRICT NO. 23	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

SALES CONFIRMATION
Illinois
Easy Flex Day Ahead

Ancillary Services Charges Pass-Through

This Sales Confirmation is entered on **6/7/2022** ("Confirmation Effective Date"), by and between ENGIE Resources LLC ("ENGIE") and MT PULASKI COMMUNITY UNIT DISTRICT NO. 23("Customer") (hereinafter collectively referred to as the "Parties") regarding the purchase and sale of electric energy and related services pursuant to and subject to the Master Electric Energy Sales Agreement dated **6/7/2022** by and between the Parties (the "Master Agreement"). Terms not defined herein shall have the meaning given in the Master Agreement.

Transaction Term. This Sales Confirmation shall be effective on the Confirmation Effective Date and service shall commence at the Contract Price on the Utility Transfer Date immediately on or following the Start Date. **Customer agrees that the meter(s) to be served pursuant to this Sales Confirmation are not part of a designated Commercial Pricing Node (CpNode) and may be freely switched into ENGIE's Slice-of-System CpNode (AMIL.SZE) outside of the Midcontinent Independent System Operator (MISO) commercial model. If Customer's meter(s) are part of a designated CpNode that prohibits the switching of such meter(s) outside of the MISO commercial model, ENGIE may: (i) designate an early termination date to liquidate and terminate this Sales Confirmation or that portion of this Sales Confirmation for the affected meter(s); and (ii) calculate a Termination Payment using the calculation set forth in Section 2.7 of the Master Agreement, provided that such a termination shall not be interpreted to mean that either Party is a "Defaulting Party" or has defaulted under the Master Agreement. If such calculation results in an amount due ENGIE, it shall be billed by ENGIE and paid by Customer pursuant to the Payment Terms.** Service shall remain in effect at the Contract Price through the Utility Transfer Date immediately on or following the End Date, but in no event later than the end of the Billing Cycle including such date. Customer's options for service beyond the Utility Transfer Date immediately following the End Date include: i) executing an agreement with ENGIE for new terms and conditions of service, ii) transferring to another competitive supplier or iii) providing a written request to ENGIE to transfer Customer's accounts to the default service provider. In the event Customer does not exercise an option prior to the End Date, ENGIE may continue providing post-term service on a month-to-month basis. The price for post-term service shall be a monthly variable rate set by ENGIE. Taxes and Utility Related Charges are not included and are separately listed in an invoice.

Contract Price: Customer shall pay ENGIE the applicable Monthly Index Charge and Retail Adder Price per kWh as specified in Attachment A and the pricing components listed below:

Monthly Index Charge: For all consumption that is not billed pursuant to a Price Lock, Customer shall pay the Monthly Index Charge per kWhs of electric energy consumed in a Billing Cycle. The Monthly Index Charge shall be the weighted average (in accordance with an applicable Account hourly consumption or utility rate class usage profile) of the hourly Day Ahead or Real Time (specified for "Index" in Attachment A, Exhibit 1) Locational Marginal Price, or any successor price thereto, as posted by the ISO for the relevant delivery point identified in Attachment A, Exhibit 1 herein.

Retail Adder Price: Customer shall pay the Retail Adder Price as specified in Attachment A, Exhibit 1 per kWh of electric energy consumed. Except to the extent that a charge is separately listed as an obligation in this Sales Confirmation, the Retail Adder Price may include a broker fee and includes non-utility charges including ancillary services, capacity, losses, and current network integrated transmission and transmission enhancement charges (provided that changes to rate effective after contract execution may be passed through to Customer). Unless a Capacity Charge is separately listed as an obligation in this Sales Confirmation, if Customer's energy consumption during any Billing Cycle is less than the Monthly Anticipated Consumption specified in Attachment A by fifteen percent (15%) or more ("Deficient Usage"), ENGIE may adjust the Retail Adder Price in order to recover any costs related to under recovery of capacity costs resulting from that Deficient Usage.

Ancillary Services: The rate for Ancillary Services will be summarized in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Taxes and Utility Related Charges: Taxes and Utility Related Charges are separately listed in the Customer bill and are not included in any other charge identified in this Sales Confirmation.

Price Lock: Customer may execute a price lock to fix the price for a percentage of its actual consumption in a billing cycle. A price lock must be executed at least three (3) business days prior to the applicable delivery month. **Each individual** price lock must be a minimum of 20% and in increments of 5% (ex. 20%, 25%, 30%, 35%, etc.). For each billing cycle during which a price lock is in effect, Customer shall pay ENGIE an amount equal to the price lock price (\$/kWh) x price lock quantity percent x Customer's metered consumption.

Any amounts due from the settlement of a tolerance band shall be prorated in accordance with % of consumption that is subject to a price lock.

Loss Multiplier: Customer shall be subject to a charge for the pass through of ISO and utility distribution company tariff-imposed loss charges incurred in connection with delivery of energy to the delivery point specified in Attachment A and losses incurred in connection with the distribution and transmission of energy to the meter at the Facilities/Accounts identified in

Attachment A, Exhibit 1. Customer's consumption shall be subject to a loss multiplier charge, calculated by multiplying Customer's hourly kWh usage by the Loss Multiplier factor specified in Attachment A, Exhibit 1. The Loss Multiplier factor may be adjusted by ENGIE if Customer's utility distribution company adjusts its loss recovery through a tariff modification. This adjusted consumption volume shall be used when calculating Customer's Monthly Index Charge.

Capacity Charge: Customer shall pay ENGIE the Capacity Charge for each Billing Cycle. The Capacity Charge (as specified in Attachment A, Exhibit 1 as the "Capacity Settlement") shall be equal to the product of (i) the Index Capacity Price and (ii) Customer's capacity obligation (in kW) as assigned to Customer's accounts by the applicable utility and/or ISO for the relevant period; provided, however, where the Index Capacity Price is specified, if the relevant capacity auction method changes or ceases to exist, then the Capacity Charge shall be equal to any capacity-related ISO charges attributable to Customer's account(s) for the relevant period. "Index Capacity Price" means the Auction Clearing Price (as \$ per kW-day) in the Planning Resource Auction relevant planning year for the applicable Local Resource Zone (LRZ).

Transmission Charge: Customer shall pay ENGIE the Transmission Charge for each Billing Cycle, which shall include the Network Integration Transmission Service (NITS) charge assigned to Customer in a commercially reasonable manner.

Addition or Deletion of Facilities: At any time during the term of this Agreement, upon advance written notice to ENGIE, Customer may request to add facilities to be served pursuant to this Agreement at the Contract Price, or to delete facilities from service for no early termination fee, up to the point at which the monthly consumption volumes, net of all then current additions or deletions, is not more than **twenty percent (20%)** above or below the initial Monthly Anticipated Consumption by zone as specified in Attachment A, Exhibit 2 (the "Add/Delete Band"). Facility addition(s) that cause the Add/Delete Band to be exceeded may be, at ENGIE's sole discretion, added at the Contract Price. If ENGIE does not offer to add such facility addition(s) at the Contract Price, Customer and ENGIE may agree to a price for the additional volumes. Facility deletion(s) in excess of the Add/Delete Band may be, at ENGIE's sole discretion, deleted for no early termination charge for such deletion(s). If ENGIE does not offer to delete such facility(ies) for no early termination charge, Customer shall pay ENGIE for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within twenty (20) days of notice from ENGIE of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market.

Facilities, Accounts and Quantities: See Attachment A.

Miscellaneous:

Payment Terms: Net 20 days.

IDR Meter Authorization: Customer shall, during the term of this Sales Confirmation, promptly provide all necessary authorizations to ENGIE in order to allow ENGIE to receive interval meter data (IDR) from Customer's facility(ies) listed on Attachment A. At its sole cost, ENGIE or its representative shall have the right to access or install telemetry from Customer's facility(ies) listed on Attachment A in order to track and evaluate Customer's usage on a regular basis for the purpose of load forecasting.

"Rate Ready" Accounts. For account(s) in which the utility uses a "rate ready" billing system, the Contract Price during the post-term period shall be a monthly variable rate set by ENGIE plus a post-term charge and any applicable non-utility related charges, ISO charges or administrative fees. Taxes and Utility Related Charges are separately listed in an invoice. Customer may terminate post-term service at any time without liability.

On-Site Customer Generation: The Contract Price is conditioned upon Customer's representation that, except for emergency back-up generation used when the local utility is not capable of delivering electricity or educational tools for student development that do not produce material quantities of generation, Customer does not currently operate on-site generation or thermal storage facilities. Customer's installation and operation of on-site generation or thermal storage during the Transaction Term shall not be prohibited or a violation of this provision; provided, however, Customer shall provide ENGIE with notice regarding the size, operating characteristics, and installation schedule of the contemplated generation within a commercially reasonable time prior to the operation start date. If such operation causes a decrease in excess of twenty percent (20%) below in the net monthly consumption volume across all facilities served pursuant to this Sales Confirmation (per the initial Monthly Anticipated Consumption table on Attachment A), ENGIE may calculate in a commercially reasonable manner the value of any economic loss resulting from the reduced load caused by such operations and such shall be due from Customer to ENGIE.

Government/Public Entity Payment Terms and Indemnity Waiver. This Agreement may be subject to state mandated payment term requirements for government/public entities; Customer shall provide a written verification of the applicability of such provision(s) to ENGIE to receive such extended terms at an additional cost to be determined by

ENGIE. To the extent prohibited by state law or other statute, the Indemnification provision set forth in Section 2.9 of the Master Agreement shall be inapplicable.

Independent System Operator (ISO) means the system operator that controls or governs the transmission and distribution system or any successor thereto for the location where the facility(ies) are physically located.

“Ancillary Services” shall include, but not be limited to, the following charges assigned to the Customer by ENGIE in a commercially reasonable manner: Schedule 17: Day-Ahead and Real-Time Administration Amount; Schedule 24 Allocation Amount; Regulation Reserves; Spinning Reserves; Supplemental Reserves; Real Time Revenue Sufficiency Guarantee First Pass Distribution Amount; Day Ahead Revenue Sufficiency Guarantee Distribution Amount; Real Time Miscellaneous Amount; Real Time Net Inadvertent Distribution Amount; System Support Resources (RMR); Schedule, System Control & System Dispatch; Reactive Supply & Voltage Control; Network Upgrade charge for Transmission Expansion; Black Start; Multi-Value Project Usage Rate; Schedule 11; Schedule 34; RPS (Renewable Energy Portfolio Standards) Compliance Fees; governmental fees; and any other ISO charges or administrative fees incurred in connection with the delivery of energy to the delivery point as specified in Attachment A, Exhibit 1.

“Utility Related Charges” means tariff based charges or surcharges assessed by a local utility arising from or related to, including but not limited to, (i) transmission and distribution of energy (including network transmission); (ii) stranded costs or transition costs and any other similar types of charges associated with the opening of the applicable state’s electric market to competition; (iii) system reliability, rate recovery, future payback of under-collections, amortization, of above market purchases or energy load repurchases, public purpose programs and all similar items.

Delivery Point: The reference to “delivery point” in this Sales Confirmation is AMILSZE as specified in the Attachment A, Exhibit 1 which represents the ENGIE Slice-of-System Commercial Pricing Node (CpNode) as assigned by MISO – AMIL.SZE.

References to “congestion zone” in this Sales Confirmation shall mean the particular Commercial Pricing Node (CpNode) assigned by MISO.

Daylight Savings: In accordance with MISO (the Midwest Independent System Operator) Business Practices Manual (BPM 001-020), the MISO systems and the Midwest Markets do not observe Daylight Savings Time and operate business in Eastern Standard Time (EST) year-round. Although the Eastern Standard Time will reflect Daylight Savings Time adjustments, MISO will not.

“Capacity Price” means (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

“Capacity Settlement” means the monthly, spot or ISO derived Capacity Price for the applicable ISO and capacity pricing zone.

“Fixed Capacity Price” means, where Capacity Price is specified in Attachment A, Exhibit 1 as “Fixed”, (i) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Month or, (ii) the price as specified in Attachment A, Exhibit 1 in US dollars per kW-Day multiplied by the number of days in the relevant Billing Cycle.

Facility/Account Deletions Prior to End Date: The Parties intend that each of the Facilities listed on Attachment A will be continuously served by ENGIE through the End Date shown on Attachment A. However, should Customer close a Facility or otherwise discontinue electric service prior to the End Date, then ENGIE shall calculate in a commercially reasonable manner, the present value of any economic loss it incurred thereby. Any loss that ENGIE reasonably concludes is material shall be due from Customer. Customer shall provide notice of any Facility closure to ENGIE as soon as practicable.

Billing Contact Information: All invoices to Customer for service under this Sales Confirmation shall be provided to the person and address specified in the chart following the signature block of this Sales Confirmation.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized representatives, have executed this Sales Confirmation effective as of the Effective Date. This Sales Confirmation will not become effective as to either Party unless and until executed by both Parties.

The signatory below confirms and expressly warrants that execution of this Sales Confirmation executed pursuant to the above-referenced Master Electric Energy Sales by and between Customer and ENGIE is executed in compliance with applicable, laws, rules and regulations, including the state local government code, procurement and spending laws and regulations and, if applicable, the required board consents of the Customer Board of Trustees/Board of Directors and approvals, permissions, or resolutions have been obtained. The signatory below confirms and warrants that he/she has full authority and authorization (given by the Customer Board of Trustees/Board of Directors) to enter into this agreement on behalf of and to bind Customer to all obligations and liabilities set forth in the Sales Confirmation and Master Agreement. Signatory understands that ENGIE is relying on Signatory’s authority in entering into this transaction and agrees that it shall be liable for all damages or losses

incurred by ENGIE resulting from a claim that Signatory lacked the authority affirmed to bind Customer to the contracted product, transaction term or contract price.

SIGNATURES	
Customer: MT PULASKI COMMUNITY UNIT DISTRICT NO. 23	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
CUSTOMER DUNS NUMBER: _____	
CUSTOMER FEDERAL TAX ID NUMBER (EIN): _____	

	BUSINESS / PRIMARY CONTACT	BILLING CONTACT	ENGIE Resources CONTACT	CUSTOMER PAYMENTS
NAME: ATTN:			ENGIE Resources	Payment Address: ENGIE Resources LLC PO Box 841680 Dallas, TX 75284-1680 Overnight Address: ENGIE Resources LLC Bank of America Lockbox Services Lockbox 841680 1950 N Stemmons Freeway, Suite 5010 Dallas, TX 75207 Electronic Payment: Merrill Lynch Dallas ACH Routing: 111000012 Wire ABA: 026009593 Account No.: 4451335207 Self-service billing online: MyEngiePortal https://accounts.engieresources.com
STREET ADDRESS:			Physical Address – 1360 Post Oak Blvd. Suite 400 Houston, Texas 77056	
CITY, STATE, ZIP:			Mailing Address – PO Box 841680 Dallas, Texas 75284-1680	
PHONE #:			1-866-MYENGIE	
FAX #:			(713) 636-0927	
EMAIL:			care@engieresources.com	

____Check here if accounts are tax exempt and send certificates to care@engieresources.com. No exemption is applied until receipt of tax certificates.

Customer: MT PULASKI COMMUNITY UNIT DISTRICT NO. 23
 Effective Date: 06/07/2022
 Agreement #: 1-1OLMX5O,1
 PR #: 1-1O5J19Y,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Product Code: FX01-CP03-CP01B-CP02C-CA04A-PL01-AD04

Product: Easy Flex Day Ahead

Exhibit 1: Facilities and Accounts

#	Facility Name Service Address	City, State, Zip	County	Utility	Delivery Point	Account Number	Rate Schedule	Start Date	End Date
1	119 N GARDEN ST	MOUNT PULASKI, IL 62548-2548	LOGAN	AMERENCIL CO	AMILSZE	9650976414_85090598	DS3	07/01/2022	01/31/2025
2	206 S SPRING ST	MOUNT PULASKI, IL 62548-2548	LOGAN	AMERENCIL CO	AMILSZE	6644124652_08355959	DS3	07/01/2022	01/31/2025

Add/Delete Tolerance Band:	20%
Index Settlement:	Day Ahead
Loss Multiplier:	1.05619
Retail Adder (\$/KWh):	\$.00495

Customer: MT PULASKI COMMUNITY UNIT DISTRICT NO. 23
Effective Date: 06/07/2022
Agreement #: 1-1OLMX5O,1
PR #: 1-1O5J19Y,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

Exhibit 2: Monthly Anticipated Consumption (in MWh)

Delivery Point: AMILSZE

Month	Year	MWh
Jul	2022	98.39
Aug	2022	102.34
Sep	2022	87.31
Oct	2022	74.97
Nov	2022	78.41
Dec	2022	74.46
Jan	2023	80.59
Feb	2023	67.54
Mar	2023	78.34
Apr	2023	69.68
May	2023	72.53
Jun	2023	86.38
Jul	2023	98.53
Aug	2023	102.96
Sep	2023	86.10
Oct	2023	75.79
Nov	2023	78.52
Dec	2023	73.47
Jan	2024	80.51
Feb	2024	71.18
Mar	2024	77.14
Apr	2024	70.53
May	2024	73.37
Jun	2024	85.43
Jul	2024	98.98
Aug	2024	101.59
Sep	2024	85.96
Oct	2024	77.52
Nov	2024	77.64
Dec	2024	74.21
Jan	2025	78.88

Customer: MT PULASKI COMMUNITY UNIT DISTRICT NO. 23
Effective Date: 06/07/2022
Agreement #: 1-1OLMX5O,1
PR #: 1-1O5J19Y,1

ATTACHMENT A: AGREEMENT SUMMARY INFORMATION

ACKNOWLEDGMENT:

Customer has reviewed the Account Numbers on this Attachment A for accuracy and completeness and verifies that the facilities and accounts identified on this Attachment A are owned or under its control.

Signature: _____

Print Name: _____

Customer, please check this box if your accounts are tax exempt.
If tax exempt, please send your tax exemption certificates to custserv@na.engie.com
We cannot apply the tax exemption until we receive your certificates.

PRICE LOCK CONFIRMATION

This Price Lock Confirmation dated **June 21, 2022** documents a transaction between ENGIE Resources LLC (f/k/ a GDF SUEZ Energy Resources NA, Inc. (“ENGIE”) and MT PULASKI COMMUNITY UNIT DISTRICT NO. 23 (“Customer”) regarding a Price Lock pursuant to the Sales Confirmation between ENGIE and Customer, as specified by the Parent Agreement # below. The Price Lock shall commence on the Billing Cycle that begins on or after the Start Date and remain in effect through the Billing Cycle that ends on or after the End Date specified below.

TABLE A

Start Date	End Date
7/1/2022	12/31/2024
Attribute Name	Attachment A Display Value
Price Lock (\$/KWh)	\$.08567
Price Lock Quantity (%)	50%
Price Lock Agreement #	
Price Lock Date	6/21/2022
Parent Agreement #	1-1OLMX50

SIGNATURES	
Customer: MT PULASKI COMMUNITY UNIT DISTRICT NO. 23	ENGIE Resources LLC
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

Logan County Sheriff's Office and Mt Pulaski School District #23
School Resource Officer
Contractual Agreement

THIS AGREEMENT is entered in this _____ day of _____, 2022, by and in between the Logan County, Logan County Sheriff's Office (hereinafter referred to as "LCSO") and Mt Pulaski School District #23 (hereinafter referred to as "School District").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose. This agreement establishes and delineates the mission of the School Resource Officer Program, herein after to as the SRO Program, as a joint cooperative effort. The agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community, help ensure the safety of school students, in addition to reducing crime committed by juveniles and young adults.

2. Mission. The mission of the SRO Program is the reduction and prevention of the school related violence and crime committed by juveniles and young adults. This is accomplished by assigning a Logan County Sheriff's Deputy as a SRO to the School District on a permanent basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SRO will establish trusting channels of communication with students, parents and teachers. The SRO will serve as a positive role model to instill in students good moral standards, good judgment, respect for other students and a sincere concern for the school community. The SRO will promote citizen awareness of the law to enable students to become better informed and effective citizens, empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

3. Organizational Structure.

A. Composition. The SRO (School Resource Officer) Program will consist of one (1) full-time Logan County Sheriff's Deputy who is an Illinois Training and Standards Board Certified Police Officer and meets all requirements as set forth by LCSO Policies and Procedures.

B. Supervision. The day-by-day operational and administration control of the SRO Program will be the responsibility of the Logan County Sheriff's Office in cooperation with School District administrators. Responsibility for the conduct of the SRO personnel, both personally and professionally, shall remain with the Logan County Sheriff's Office.

On a daily basis, the School Resource Officer will collaborate with school and district administration on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators; however, their ultimate responsibility is to carry out their duties as deputy sheriff, as expressed and interpreted through the Logan County Sheriff's Office chain of command.

- C. Employee Status.** LCSO and the assigned Deputy shall have the status of an independent contractor with respect to the School District for purposes of this Agreement. The deputy assigned to the School District shall be considered to be an employee of the LCSO and shall be subject to its control and supervision. The assigned deputy will be subject to current procedures in effect for certified police officers. The parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a LCSO employee and that no right under LCSO employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by LCSO to accomplish the goals of this Agreement is a School District employee and that no rights under school district employee, retirement, or personnel rules accrue to such person.

4. Procedures.

- A. Concept.** The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors and instructors for law enforcement topics. SROs are first and foremost law enforcement officers for the responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of LCSO. All acts of commission or omission shall conform to LCSO Policy and Procedures. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role.

The SRO will report directly to LCSO supervisor in connection with the assignment of law enforcement instruction and normal law enforcement duties. The SRO is not a formal counselor, and will not act as such, however, they are to be used as law-related resources to assist students, faculty, staff, and all persons involved with the School District.

The SRO is to be used as an instructor of law enforcement topics, and will provide instruction when the School District requests it under the supervision of a certified teacher. The SRO can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. The SRO may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

- B. Duties.** Logan County Sheriff's Office responsibilities of the SRO will include, but not limited to:

1. To enforce criminal law and protect the students, staff and public at large against criminal activity;
2. Provide information concerning questions about law enforcement topics to students and staff;
3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership and life skills when the School District requests it under supervision of a certified teacher;
4. Coordinate investigation procedures between Police and school administrators;
5. Provide law-enforcement issue related counseling to students, staff and faculty as needed;
6. Provide interior and exterior security recommendations;
7. Facilitate school safety drills as required by law;
8. Handle initial police reports of crime committed on school grounds;
9. Take law enforcement action on criminal matters when appropriate;
10. Wear an approved police uniform at all times or other apparel approved by LCSO;
11. Attend school special events as assigned by LCSO.

C. Enforcement. Although the SRO has been placed in formal educational environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent a criminal act or a criminal act has been discovered. Citations may be issued and/or arrests may be made when appropriate and in accordance with police department standard operating procedures.

5. Equipment and Working Conditions.

A. LCSO Responsibilities. LCSO shall provide one (1) SRO officer who has or shall be trained as a school resource officer. Each officer shall be a fully equipped non-probationary Logan County Sheriff's Deputy in good standing.

B. School District Responsibility. The school District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

1. The SRO shall be provided a full time office that is air-conditioned, heated, properly lighted, and private, which shall contain a telephone and broadband networking lines, large enough for four persons to sit comfortably, which may be used for general business purposes;
2. A location for files and records, which can be properly locked and secured;
3. A desk with drawers, 4 chairs, and filing cabinet;
4. Access to and encouragement of classroom participation by the SRO;
5. Opportunity for the SRO to address teachers and school administrators about the SRO Program, goals, and objectives.

C. Reporting of Serious Crimes. If an investigation uncovers evidence of serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel.

6. Time and Place of Performance. LCSO will endeavor to have the SRO available for duty at the assigned three (3) Logan County Schools Districts participating in the LCSO SRO Program for an equal amount of time each week that school is in session during the regular school year. LCSO is not required to furnish substitute officers on days when the regular SRO is absent due to authorized leave, Sheriff's Office training requirements, or as serious situations arise. LCSO will provide a substitute officer for the SRO when there is an available officer, at the Sheriff's discretion. The Sheriff at all times maintains the authority to assign an officer to other duties, whether on a temporary basis or a permanent basis.

7. Evaluation. It is mutually agreed that the School District shall evaluate annually the SRO program and the performance of the SRO with forms developed jointly by the parties. The evaluation shall be shared with the Sheriff. It is further understood that the School District evaluation of the deputy is advisory only and that LCSO retains the final authority to evaluate the performance of the SRO. The SRO will provide a monthly activity report to the School District and Sheriff prior to the School District Board monthly meeting.

8. Reimbursement. The School District shall reimburse the Logan County Sheriff's Office for one-third of one (1) deputies salary for the program. Accordingly, the cost set forth herein is the total cost to be paid by the District and is not calculated on an hourly basis or actual time basis but for the program as a whole.

The School District shall pay an annual cost of **\$28,625.66** for the 2022-2023 school year which is one-third of the annual cost of the SRO that is evenly divided between three (3) entities. The two Logan County School Districts participating in the SRO program and the Logan County Sheriff's Office. The payments may be made payable in twelve monthly installments in the amount of **\$2,385.47** or in full at the end of this agreement. Those payments will be sent to the Logan County Treasurer's Office, 601 Broadway Street #11, Lincoln, IL. 62656. Annual costs cover health insurance, liability insurance, and workman compensation insurance. LCSO will be responsible for any overtime costs.

9. Insurance and Indemnification. LCSO agrees to hold the School District, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions, arising from or in any way, out of the performance of the duties of the SRO officers. The School District agrees to the extent allowed by law to hold LCSO, its agents and employees free, harmless and indemnified from and against, any and all claims, suits or causes of actions arising from or in any way of the performance of School District employees.

10. School Records and Non-Disclosure. LCSO and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. This

Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the District by LCSO. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and the School District shall not violate or direct the SRO to violate ISSRA, FERPA or School District rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies and operating procedures of LCSO and Logan County, the SRO, LCSO and Logan County shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

11. Terms of the Agreement. The term of the agreement is one year (1) year commencing on the 1st day of August, 2022, ending on 31st day of July, 2023.

Mt. Pulaski School District #23

President, Board of Education

ATTEST:

Secretary, Board of Education

Logan County Sheriff's Office

Sheriff Mark Landers

ATTEST:
