

AGENDA

Pearl City Community Unit School District #200
Pearl City, IL 61062

Wednesday, June 21, 2023
6:30 P.M. – High School Library

Public access to this meeting will be in-person at the Pearl City JH/HS Library. Individuals wishing to speak during public forum may make their public comment during the public comment section in-person at the regular scheduled meeting.

- A. Call to Order
- B. Roll Call of Members
- C. Approval of the Agenda
- D. Recognition of Guests & Public Comment
- E. Consent Agenda
 - 1. Approval of the Meeting Minutes from the May 17, 2023 Regular School Board Meeting
 - 2. Approval of Bills and Payroll through June 15, 2023
 - 3. Approval to rollover unused vacation days to 2023-2024 for Superintendent
 - 4. Approval of Courses for Teachers
 - a. Hannah Maurer, Kim Lorig, Janet Rauch
 - 5. Approval of Facility Use
- F. Communications
 - 1. Superintendent Sightings
- G. New Business
 - 1. Approval of E-Learning Plan – Potential Action Item
 - 2. Approval of designation of an employee to review, accept, & sign-off on financial statements for the district – Potential Action Item
 - 3. Approval of resolution to transfer interest earned from the Working Cash Fund to the Education Fund – Potential Action Item
 - 4. Approval of Treasurers Bond for 2023-2024 – Potential Action Item
 - 5. Approval of Liability & Workers Comp Insurance for 2023-2024 – Potential Action Item
 - 6. First reading new and amended policies: 2:80 School Board Oath; 2:170 Procurement of Arch. Engineer, Land Survey; 4:45- Insufficient Fund Checks and Debt Recovery; 4:100- Insurance Management; 5:230 Maint. Student Discipline; 6:10 Ed. Philosophy and Objectives; 6:190 Extracurricular and Co-Curricular Act.; 6:240 Field Trips; 7:275 Orders to Forgo Life-sustaining treatment; 7:305 Student athlete concussion and head injuries; 7:330 Student use of Buildings- Informational Item
 - 7. Approval of NIA Director of Special Education & Member at-large – Potential Action Item
 - 8. Approval of Energy agreement with Hudson Energy & APPI Energy – Potential Action Item
 - 9. Discussion on HS Boys Track Coop and IESA membership – Information Item
- H. Closed Session
 - 1. The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District or legal counsel for the District, including hearing testimony on a complaint lodged against an employee or against legal counsel for the District to determine its validity 5 ILCS 120/2(c)(1), amended by P.A. 99-646.
- I. Possible Items for Approval after Closed Session
 - 1. Approval of Hiring an Elementary Paraprofessional – Potential Action Item
 - 2. Approval of Hiring a HS Social Science Teacher- Potential Action Item
 - 3. Approval of Hiring an Agriculture Teacher & FFA Advisor – Potential Action Item
- J. Adjourn

***Copies of the agenda and public documents can be picked up at the District Administrative Office at 100 S. Summit St, Pearl City, IL 61062 during its regular business hours.

BOARD OF EDUCATION DISTRICT #200
REGULAR BOARD MEETING

May 17, 2023

Mrs. Tessendorf, Vice-President, called the regular board meeting to order at 6:30 p.m. Roll call found the following members present: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, and Mr. Pauley. Also present were Superintendent Schiffman, Secondary Principal Ben Asche, Elementary Principal Brent Chrisman, Sandy Scott, JoDeen Bunker, and Sarah Boyer.

Mrs. Keltner motioned to approve the agenda. Ms. Downs seconded the motion, which passed unanimously.

The board recognized guests and public comments were allowed. No comments were made.

Mr. Pauley motioned to approve the consent agenda. Mr. Crackenberger seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

In Communications, Mr. Chrisman presented the Illinois Principal Association Teacher Leadership Award to Mrs. Bunker, she was selected the winner out of all the nominees from the North West Region. Dr. Schiffman also shared the location, dates and times for his Summer Superintendent Sightings.

Mr. Pauley motioned to approve the Dual Credit Memorandum of Understanding with HCC. Ms. Downs seconded the motion, which passed unanimously.

Dr. Schiffman shared the updated curriculum timeline with the board.

Mrs. Keltner motioned to approve the Fine Arts Curriculum for Music and Art. Mrs. Downs seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Mrs. Downs motioned to approve the International School District Spanish trip for June 2024. Mr. Pauley seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Mr. Crackenberger motioned to approve to move forward with the renewal of the e-learning plan and to hold a Public Hearing on June 21, 2023 at 6:20 p.m. in the HS IMC. Mr. Kempel seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Mr. Pauley motioned to approve the contract with GSF Custodial Agency. Mrs. Keltner seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Ms. Downs motioned to approve the following new and amended policies: 2:110- Qualifications and term of Board Members; 3:40- Superintendent; 4:60-Purchases and

Contracts; 5:30- Hiring Process and Criteria; 5:90- Abused and Neglected Child Reporting; 5:125- Personal Technology and Social Media- 5:150- Personal Records; 5:170- Copyright; 5:260 Student teachers; 6:135- Accelerated Placement Program; 6:230- Library Media Program; 8:20- Community Use of School Facilities. Mr. Kempel seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

The board went into closed session.

The board entered into open session.

Mr. Pauley motioned to approve the non-renewal of Linda Albrecht as a Paraprofessional. Mrs. Keltner seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Ms. Downs motioned to approve the resignation of Sarah Boyer as JV Girls Basketball Coach. Mr. Kempel seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Mr. Pauley motioned to approve the resignation of Devin Servin as JH Football Coach and HS Social Science Teacher. Ms. Downs seconded the motion. Voting aye was: Mr. Crackenberger, Mrs. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Mr. Crackenberger motioned to approve the resignation of Kristen Gallagher as Agriculture Teacher and FFA Director. Mr. Kempel seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Mrs. Keltner motioned to approve the following volunteers: Tim Pauley, Kevin Howell, & Matt Leitzen – Football; Jase Sheffey and Riley Schauer – Football/Weightlifting; Drake Musser – Girls Basketball; Marsha Butson, Abby Smith, Stella Prasse, Madyson Stephan, & Mel Bremmer – Volleyball. Mrs. Downs seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, and Mrs. Tessendorf. Mr. Pauley abstained from voting.

Mr. Pauley motioned to approve hiring Brighton Haverland as Asst. HS Football Coach. Mrs. Keltner seconded the motion. Voting aye was: Mr. Crackenberger, Ms. Downs, Mrs. Keltner, Mr. Kempel, Mr. Pauley, and Mrs. Tessendorf.

Mrs. Keltner motioned to adjourn the meeting at 7:00 p.m. Mr. Pauley seconded the motion, which passed unanimously.

Respectfully submitted,

Janis Sheffey, Recording Secretary

Carlee Tessendorf, Board Vice-President

PEARL CITY C.U.S.D. #200

100 S. Summit

Pearl City, Illinois 61062

815-443-2715 Fax - 815-443-2237

www.pcwolves.net



DR MICHAEL SCHIFFMAN
Superintendent

MR BEN ASCHE
JH/HS Principal

MR BRENT CHRISMAN
Elementary Principal

To: Pearl City School Board
From: Dr. Schiffman
Date: 6/21/2023
RE: Rollover of unused vacation days

Dear Pearl City School Board,

I am asking for the school board to allow me to rollover nine (9) unused vacation days into the 2023-2024 school year. According to my contract I am allowed to roll over a maximum of ten (10) days and not accumulate more than thirty (30) days. Rolling over nine (9) unused vacation days would provide me with twenty-nine (29) vacation days for 2023-2024.

Thank you for your consideration.

Mike Schiffman

Professional Course Pre-Approval & Reimbursement

Teacher requesting Course Approval Janet Rauch

Date of Request 6-14-2023

Tuition Reimbursement

The Board shall pay up to three hundred (300) dollars per credit hour tuition, limited to six (6) hours for each year of the contract. This program will commence upon a teacher reaching tenured status. To receive the increase, the teacher shall make a written request and receive written approval/disapproval prior to the official start of a class to be used for salary advancement. Requests are to be submitted to the Superintendent's Office on forms available from the District office. Work shall be in a program leading to a degree or in the teaching area of the proposed additional teaching area or of a significant value to the district of professional advancement of significance to the district.

I am requesting course approval and reimbursement at the rate of \$300/hour – See Above

I am requesting course approval only

Subject (s) and requested hours for approval

- Hours 2 Subject/Course ROE & Independent PD-Independent Book Study EW52512 (Through Linenwood University)
- Hours _____ Subject/Course _____

Course and Salary Reimbursement or Course only was approved by the School Board

Course and Salary Reimbursement or Course only was denied by the School Board

Reason for Denial _____

Date Approved _____

Superintendent's Signature _____

Professional Course Pre-Approval & Reimbursement

Teacher requesting Course Approval Hannah Maurer

Date of Request 5/16/2023

Tuition Reimbursement

The Board shall pay up to three hundred (300) dollars per credit hour tuition, limited to six (6) hours for each year of the contract. This program will commence upon a teacher reaching tenured status. To receive the increase, the teacher shall make a written request and receive written approval/disapproval prior to the official start of a class to be used for salary advancement. Requests are to be submitted to the Superintendent's Office on forms available from the District office. Work shall be in a program leading to a degree or in the teaching area of the proposed additional teaching area or of a significant value to the district of professional advancement of significance to the district.

I am requesting course approval and reimbursement at the rate of \$300/hour – See Above

I am requesting course approval only

Subject (s) and requested hours for approval

1. Hours 3 Subject/Course Learning to Learn: Student skills for School & Life. (Executive Functioning)

2. Hours _____ Subject/Course _____

Course and Salary Reimbursement or Course only was approved by the School Board

Course and Salary Reimbursement or Course only was denied by the School Board

Reason for Denial _____

Date Approved _____

Superintendent's Signature _____

Professional Course Pre-Approval & Reimbursement

Teacher requesting Course Approval

Kim

Lorig _____

Date of Request 06-07-2023 _____

Tuition Reimbursement

The Board shall pay up to one hundred fifty (150) dollars per credit hour tuition, limited to \$1350 per fiscal year, unless additional credit hours are requested by the administration. Those enrolled in an approved Masters Degree program will be limited to \$2,700 per fiscal year toward administrator approved graduate level course(s). This program will commence upon a teacher reaching tenured status.

X _____ I am requesting course approval and reimbursement at the rate of \$150/hour – See Above

_____ I am requesting course approval only

Subject (s) and requested hours for approval

1. Hours 1 Subject/Course Business 189 Microsoft applications - using power point to create charts,graphs, enhance digital presentations.

2. Hours _____ Subject/Course _____

_____ Course and Salary Reimbursement or Course only was approved by the School Board

_____ Course and Salary Reimbursement or Course only was denied by the School Board

Reason for Denial _____

Date Approved _____

Superintendent's Signature _____

Pearl City Community Unit School District #200

All Facilities are Smoke and Alcohol Free

Date(s)

Requested: Aug 26⁸³ June 21⁸⁴

Facility Requested: Aug. 26

Room Desired: Parkway 1st

Time Requested from: 7:00 AM to 11:00 PM

Facility requested for the following purpose:

Barb. Bush car show and parking

Custodian/Building Attendant is not permitted to grant use of any facilities or equipment.


Special

Comments:

HOLD HARMLESS CAUSE

I/We do hereby stipulate and agree to indemnify and hold harmless Pearl City CUSD #200, in whole or in part, with respect to any claims, and expenses incurred by reason of any claims, for personal injury or property damage arising in connection with the use by such organization of the facilities of said Pearl City CUSD #200, and shall, if required by the Board of Education of said School District, obtain public liability insurance.

I/We agree to assume personal responsibility for the proper use of the above names facilities subject to conditions of rental adopted by the Pearl School District.

Signature:  Date: 6/6/83

Time: _____

Print Name: Mike Schifano

Organization: 42nd Club

Address: _____

Phone: _____ Work _____

Additional Name & Phone #: _____

FOR OFFICE USE ONLY Reserved By: _____

Deposit - Check #: _____

Cash/Check #: _____

Total fee paid: \$ _____ Collected By: _____

Date paid: _____

Approved by:

SUPERINTENDENT SIGHTINGS



PC SCHOOL DIST. SUPERINTENDENT DR. MIKE SCHIFFMAN IS OUT & ABOUT IN THE COMMUNITY THIS SUMMER! STOP BY & VISIT HIM AT ONE OF THE FOLLOWING EVENTS!

FOR STUDENTS: FREE SUPT. LEMONADE STAND

(1:00-4:00)

JUNE 22

CORNER OF PEARL CITY BLKTOP AND MAIN ST. (OLD BOCO)

JULY 13

CORNER OF DORI DR. AND WALGREN DR.

JULY 20

CORNER OF MAIN ST. AND GOLDMINE RD. (Car Wash)

FOR ADULTS AND FAMILIES: SUPT. DONUT DISCUSSIONS

(8:00-10:00AM)

JUNE 22

PC PUBLIC LIBRARY

JULY 20

PC FIRE STATION

FOR MORE INFORMATION:

100 S. SUMMIT ST. PEARL CITY, IL 815-443-2715 www.pcwolves.net



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DR MICHAEL SCHIFFMAN
Superintendent

MR BEN ASCHE
JH/HS Principal

MR BRENT CHRISMAN
Elementary Principal

*Pearl City School District 200
E-Learning Plan (Emergency or Severe Weather Days)
2022-2023; 2023-2024; 2024-2025*

Ensure and verify at least 5 clock hours of instruction or school work, as required under Section 10-19.05, for each student participating in an e-learning day:

During e-learning students must be provided work from the teachers they were assigned to see on the missed day from multiple subject areas that equate to no more than 5 hours of participation. Administration will post an attendance link on the parent and student Skyward email account that includes a form to track student attendance. The work will be assigned to the students on the emergency day and will be due to be submitted back to the teacher or staff member. Students will have up to five days to complete the assignments once coming back to school. Teachers may assign multiple day's work if the district is in need of being closed for known extended time.

On an e-learning day the teachers shall be scheduled to work from 8:30-1:30. Teachers shall be available for technology support or if a student has a question regarding an assignment.

Ensure access from home or other appropriate remote facility for all students participating, including computers, the Internet, and other forms of electronic communication that must be utilized in the proposed program.

Elementary Students K-1

Elementary students may not take their chromebook home. Therefore, the elementary teachers will be putting together research based assignments that the students can do while school is closed. Teachers will also be able to place information for students on their website pages and parent skyward addresses and be able to access the information at home. The assignments will focus on Reading and Math. Special Ed. teachers will create assignments based on the goals of their students.

Elementary Students 2-6

The school district will allow the 2-6 grade students to take their chromebook home during the school closure. Teachers will be able to upload assignments to Google Classroom on a regular basis. Teachers may also place multiple assignments on the Google Classroom so students are prepared ahead of time. SPED teachers will work with students on their individual goals. Teachers may also send assignments home with the students the previous evening, so students can do the work on the chromebook.

Junior High

The school district will allow the Junior High students to take their chromebook home during the school closure. Teachers will be able to download assignments on Google Classroom on a regular basis. Teachers may also place multiple assignments on the Google Classroom so students are prepared ahead of time. SPED teachers will work with students on their individual goals. Teachers may also send assignments home with the students the previous evening, so students can do the work on the chromebook.

High School Students

The school district allows HS students to take chromebooks home. Therefore, teachers will place assignments on Google Classroom. Teachers will be able to download assignments on Google Classroom on a regular basis. Teachers may also place multiple assignments on the Google Classroom so students are prepared ahead of time and in case they do not have access to the internet.

Ensure that non-electronic materials are made available for students participating in the program who do not have access to the required technology or to participating teachers or students who are prevented from accessing the required technology.

If there is no internet access or if poor weather and power outages create issues for internet connections staff will work with the student/parent to make arrangements for an opportunity for the work to be completed at a later date. Parents should reach out to the school to make arrangements or to let people know they do not have internet access.

Ensure appropriate opportunities for students with special needs

Students with special needs will have assignments modified or provided based on their IEP goals from their Special Education teacher or related service provider. Therefore, specialists should also provide guidance to students when appropriate.

Monitor and verify each student's electronic participation

Tracking student attendance is a state requirement in order to count this as a school day and not make this up at the end of the year. Administration will post an attendance link on the parent and student Skyward email account that includes a form to track your attendance.

All work will be posted on the district website or Google Classroom by 9:00am on the e-learning day. The work will need to be completed and turned in either electronically or in paper form to verify the student's participation on the e-learning day.

Address the extent to which student participation is within the student's control as to the time, pace, and means of learning

Student participation will vary based on the grade level and age of the student

Provide effective notice to students and their parents or guardians of the use of particular days for e-learning

Communication will go to parents explaining our e-learning plan for the year and it will be posted on our website. Parents will also be notified through an all call message about using e-learning plan day during an emergency or severe weather day.

Ensure that all teachers and staff who may be involved in the provisions of e-learning have access to any and all hardware and software that may be required for the program

All teachers have been assigned a laptop or chromebook for use at school and at home. Teachers will be available for support from 8:30-1:30pm

General Expectations

In general, student work on a remote learning day will be based upon research informed instructional practices. Some examples of research informed instructional practices appropriate for remote learning include, but are not limited to:

1. Setting Objectives
2. Reinforcing Effort/Providing Recognition and Feedback
3. Cues, Questions & Advance Organizers

4. Nonlinguistic Representations (Graphic Organizers)
5. Summarizing & Note Taking
6. Identifying Similarities and Differences
7. Generating & Testing Hypotheses
8. Homework for later grades with minimal parental involvement with a clear purpose
9. Scaffolding Instruction
10. Student practice
11. Individualized Instruction
12. Inquiry-Based Teaching
13. Concept Mapping
14. Reciprocal Teaching
15. Promoting student metacognition
16. Teacher clarity (learning goals, expectations, content delivery, assessment results, etc.)
17. Setting goals or objectives
18. Higher-level questioning
19. Learning feedback that is detailed and specific
20. The Directed Reading-Thinking Activity
21. Question-Answer Relationship
22. KWL Chart
23. Comparison Matrix
24. Anticipation Guides
25. Response Notebooks
26. Student Reflection
27. Use of software programming vetted and approved for usage by Pearl City School District

One of the best pieces of advice offered from other states is to not overwhelm students with work on these days. Students will not be expected to complete the equivalent of classwork time and additional homework in our traditional school day during a remote learning day. The law requires 5 clock hours of instruction and appropriate learning opportunities for all students' needs. Student work should be relevant, meaningful, and manageable for them. Should a circumstance, such as a power outage or lack of internet access at their home prohibit a student from completing an assignment(s), that student will be given adequate time to make up the assignment *without penalty* once school resumes. If it is known in advance that a student does not have access to the internet or required technology to complete the work, a non-electronic method of completing the work, if available, should be provided to the student. All students will have five (5) school days to submit any expected work on a remote learning day for full credit.

**RESOLUTION OF THE ADMINISTRATION
OF PEARL CITY #200**

WHEREAS, an Illinois law became effective July 1, 2019, that allows a School District to adopt a research-based program for Electronic Learning (e-learning) days that permits student instruction to be received electronically on days students are not physically present at school in lieu of the district's scheduled emergency days, (105 ILCS 5/10-20.56); and

WHEREAS, the newly authorized e-learning days are intended by the Illinois legislature to be used in lieu of the use of scheduled emergency days that are caused by school closings due to such events as extreme weather conditions; and

WHEREAS, the Board of Education believes it is in the best interest of students, parents, and guardians, School District staff, and the community to adopt a program that provides for e-learning days that , in the past, schools would be closed and no instruction received due to extreme weather or other unexpected event; and

WHEREAS, the use of e-learning days would provide reasonable certainty to all School District stakeholders as to the last day of the academic year; and

WHEREAS, the School District administration has developed an e-learning curriculum that can be used to successfully provide meaningful learning experiences for students on days that they are not physically present at school; and

WHEREAS, the proposed e-learning program is attached to this Resolution as Exhibit A; and

WHEREAS, the e-learning program contained in Exhibit A addresses and meets the specific needs of all students, including special education students and English learners, and ensures that all mandates are met using the researched based program; and

WHEREAS, the School District's e-learning program must be verified by the Regional Office of Education.

NOW THEREFORE, be it resolved by the Administration of Pearl City #200, Stephenson County, Illinois, with the knowing support of the Board of Education as follows;

Section 1: That the district hereby adopts the e-learning program as contained in Exhibit A.

Section 2: That the e-learning program adopted by the district be submitted to the Regional Office of Education for its verification.

Section 3: That the e-learning program is approved for a period of three years.

Section 4: That this Resolution shall be in full force and effect forthwith upon its adoption.

Adopted this 21st day of June, 2023, by roll call vote as follows:

Yes _____

No _____

Absent _____

Board of Education Pearl City School District #200

_____, President

ATTEST: _____, Secretary

**RESOLUTION TO TRANSFER INTEREST EARNED FROM THE WORKING CASH
FUND TO THE EDUCATION FUND**

WHEREAS, the Board of Education (the "Board") of Pearl City Community Unit School District No. 200, Stephenson, JoDaviess, and Carroll Counties, Illinois (the "District"), has determined that it is necessary and in the best interests of the District that certain interest moneys earned be transferred to the Education Fund; and

WHEREAS, Section 10-22.44 of The School Code authorizes the Board to transfer to the fund most in need of such income, interest earned on District moneys, except for: (1) any interest earmarked by the Board for a designated purpose; and 2) interest earned on funds established for purposes of: Illinois Municipal Retirement under the Pension Code (40 ILCS 5/1-101 et seq.); Tort Immunity under the Tort Immunity Act (745 ILCS 10/1-101 et seq.); Fire Prevention, Safety, Energy Conservation and School Security under Section 17-2.11 of The School Code (105 ILCS 5/17-2.11); and Capital Improvements under Section 17-2.3 of The School Code (105 ILCS 5/17-2.3); and

WHEREAS, the Board has determined that none of the interest earned which is proposed to be transferred is from any of the above-listed prohibited sources; and

WHEREAS, the Board has further determined that the Education Fund is the fund most in need of the interest earned which is proposed to be transferred to that fund; and

WHEREAS, interest has been earned in the Working Cash Fund in the amount of \$_____;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Pearl City Community Unit School District No. 200, Stephenson, JoDavies, and Carroll Counties, Illinois, that:

Section 1. All of the recitals contained in the above preambles to this Resolution are incorporated herein by reference.

Section 2. The Treasurer of this District is hereby directed to transfer interest earned in the amount of \$_____ from the Working Cash Fund to the Education Fund of the School District, said Fund being the Fund most in need of said interest moneys earned.

Section 3. This Resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 21st day of June, 2023 on motion of Board Member _____

seconded by Board Member _____, and approved by roll call vote of the Board as

follows:

VOTING AYE: _____

VOTING NAY: _____

ABSENT: _____

President
Board of Education
Pearl City Community Unit School District No. 200
Stephenson, JoDavies, and Carroll Counties, Illinois

ATTEST: _____
Secretary
Board of Education
Pearl City Community Unit School District No. 200
Stephenson, JoDavies, and Carroll Counties, Illinois

Rider No. 1

To be attached to and form a part of

Authority Reference No.

Type of Bond: Working Cash Bond

B1216CB2201569

Bond No: 0022751

Executed by: Michael L. Smith, (Principal)

and by: Lyndon Southern Insurance Company, (Surety)

in favor of: Pearl City C.U.S.D. #200, (Obligee)

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to the following changes:

It is hereby understood and agreed that Bond No. 22751 has been
extended from 1/15/2023 to 1/15/2024.

Limit amended on: 1/15/2023 from \$222,356 to \$167,703

Nothing herein contained shall vary, alter or extend any provision or condition of this Bond except as herein expressly stated.

Signed and Sealed _____

(Month, Day, Year)

Michael L. Smith

Principal

Lyndon Southern Insurance Company
Surety

By: _____

Erica L. Sandner

Brokers' Risk Placement Service, Inc.-Correspondent

January 20, 2023

Pearl City C.U.S.D. #200

SENT VIA EMAIL

Re: Working Cash Bond #22751

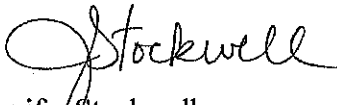
Dear Mr. Schiffman:

Thank you for the opportunity to provide Pearl City C.U.S.D. #200 with a quotation for the continuation of your bond for the period 1/15/2023 through 1/15/2024.

Following is a quotation, which will remain valid for thirty (30) days. Please let me know the status of the quotation by checking the appropriate box, signing the bottom portion of this page and returning it via email (stockwellj@sandnergroup.com) as soon as possible.

If you have any questions, please do not hesitate to call.

Sincerely



Jennifer Stockwell
Underwriter

/pa

Please Bind Coverage for Michael L. Smith for a Working Cash Bond with a limit of \$167,703 and an annual premium of \$578.00.

*annual premium includes \$53 bond issuance fee.

Do Not Bind Coverage At This Time.

School Representative Signature: _____

School Representative Title: _____

Date: _____

PLEASE RETURN TO BIND COVERAGE

All ancillary bonds are subject to minimum premium.



Gallagher

Insurance | Risk Management | Consulting

Pearl City CUSD #200

<u>Line of Business</u>	22-23	Renewal <u>23-24</u>	Wright Specialty alternative proposal
Property, Crime, Inland Marine	\$27,278	\$31,681	\$40,401
General Liability, Sexual Abuse	\$12,176	\$8,340	\$6,158
Educators Legal	\$3,803	\$3,686	\$6,469
*Automobile	\$10,389	\$14,497	\$13,720
Umbrella	\$10,171	\$10,839	\$7,055
Treasurer's Bond (Brokers Risk)	\$1,592	\$1,588	\$1,588
Worker's Comp (State Nat'l)	\$20,581	\$20,047	\$21,219
Cat Student Acc renews 8/4	\$778	\$778	\$788
Cyber Liability	\$5,343	\$5,044	\$5,044
Account Total	\$92,111	\$96,500	\$102,442
			5%

*added 2 units

** increase property deductible to \$10,000 reduces premium \$2,920

Progress Report - The contents of this table frequently change.

Topics	Our Response
<p>Final Title IX Regulations Expected Soon</p> <p>The U.S. Department of Education is expected to release final Title IX regulations shortly. These regulations would replace 2020 Title IX regulations and would require extensive updates to existing policies and procedures governing discrimination based on sex, including sexual harassment.</p>	<p>Relevant PRESS materials, including policy 2:265, <i>Title IX Sexual Harassment Grievance Procedure</i>, and its accompanying procedures will be updated once the final regulations are issued.</p>
<p>School Wellness Policy Updates Coming This Fall</p> <p>In response to a request from the ISBE Nutrition Dept., 6:50, <i>School Wellness</i>, will be updated to include a new subhead for other school-based activities that promote student wellness. Including this subhead will allow districts to clearly show that this topic is addressed in policy as required by 7 C.F.R. §210.3 and as detailed in ISBE's <u>Local Wellness Policy Content Checklist</u> at www.isbe.net/Documents/Local-Wellness-Policy-Content-Checklist.pdf.</p>	<p>Policy 6:50, <i>School Wellness</i>, will be updated in the fall 2023 PRESS Issue.</p>

Revisions to Policies, Administrative Procedures, and Exhibits

Certain **PRM** materials in a **PRESS** Issue may be labeled in the **PRESS** Bundles, Revision Table and Committee Worksheets with one or more of the following categories:

NEW. This material is brand new to the **PRM**.

RENUMBERED. This material has been assigned a new number within the **PRM**, usually due to the addition of **NEW** material.

RENAMED. The title of the material has been amended.

REWRITTEN. The material has undergone significant revisions. To preserve the readability of the Committee Worksheets, suggested changes are not shown as tracked changes.

REFORMATTED. Non-substantive changes in formatting, e.g., list renumbering, have been applied for consistency throughout the **PRM**. To preserve the readability of the Committee Worksheets, such formatting changes are not reflected as tracked changes.

Number and Title	Revision Descriptions
2:80, Board Member Oath and Conduct	The policy is unchanged. The footnotes are updated in response to a five-year review. An option is added to footnote 3 if a board wants to designate a local official to administer the oath of office. <input type="checkbox"/>
2:80-E, Board Member Code of Conduct	The exhibit is unchanged. <input type="checkbox"/>
2:170, Procurement of Architectural, Engineering, and Land Surveying Services	The Legal References and footnote 1 are updated in response to a five-year review. <input type="checkbox"/>
4:45, Insufficient Fund Checks and Debt Recovery	The policy, Legal References, and footnotes are updated in response to a five-year review. <input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

4:50-E, School District Payment Order	The exhibit is unchanged.	<input type="checkbox"/>
4:55-E, Cardholder's Statement Affirming Familiarity with Requirements for Using District Credit and/ or Procurement Cards	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
4:60-E, Notice to Contractors	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
4:80-AP1, Checklist for Internal Controls	The procedure is updated in response to a five-year review.	<input type="checkbox"/>
4:100, Insurance Management	The policy, Legal References, Cross References, and footnote 2 are updated in response to a five-year review.	<input type="checkbox"/>
4:160-AP, Environmental Quality of Building and Grounds	The procedure is updated in response to a five-year review.	<input type="checkbox"/>
5:230, Maintaining Student Discipline	The policy and footnotes are updated in response to a five-year review.	<input type="checkbox"/>
6:10, Educational Philosophy and Objectives	The policy and footnote 1 are updated in response to a five-year review.	<input type="checkbox"/>
6:40-AP, Curriculum Development	The procedure is updated in response to a five-year review.	<input type="checkbox"/>
6:120-AP1, E1, Notice to Parents/Guardians Regarding Section 504 Rights	The exhibit and footnote 1 are updated in response to a five-year review.	<input type="checkbox"/>
6:190, Extracurricular and Co-curricular Activities	The policy is unchanged. Footnote 1 is amended and a new footnote 2 is added in response to a five-year review.	<input type="checkbox"/>
6:220-E1; Authorization to Participate in Bring Your Own Technology (BYOT) Program; Responsible Use and Conduct Agreement	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
6:220-E2, Bring Your Own Technology (BYOT) Program Student Guidelines	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
6:240, Field Trips	The policy is unchanged. Footnote 5 is updated in response to a five-year review.	<input type="checkbox"/>

Revisions to Policies, Administrative Procedures, and Exhibits — *continued*

6:240-AP, Field Trip Guidelines	The procedure and footnote 1 are updated in response to a five-year review.	<input type="checkbox"/>
7:15-E, Notification to Parents of Family Privacy Rights	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
7:150-AP, Agency and Policy Interviews	The procedure is updated in response to a five-year review.	<input type="checkbox"/>
7:275, Orders to Forgo Life-Sustaining Treatment	The policy and its footnotes are updated in response to a five-year review.	<input type="checkbox"/>
7:280-E3, Prevention of Staphylococcal Infections for Schools	REWRITTEN. The exhibit is updated and rewritten in response to a five-year review.	<input type="checkbox"/>
7:300-E2, Certificate of Physical Fitness for Participation in Athletics	The exhibit is updated in response to a five-year review.	<input type="checkbox"/>
7:305, Student Athlete Concussions and Head Injuries	The policy, Legal References, and footnotes are updated in response to a five-year review.	<input type="checkbox"/>
7:305-AP, Program for Managing Student Athlete Concussions and Head Injuries	The procedure is updated in response to a five-year review and P.A. 102-1006, requiring that emergency medical dispatchers be included in the group of first responders who annually review the school-specific emergency action plans for interscholastic activities.	<input type="checkbox"/>
7:330, Student Use of Buildings – Equal Access	The policy, Cross References, and footnote 1 are updated in response to a five-year review.	<input type="checkbox"/>

PRESS Issue 112 Trivia

61 PRM pages • 14,653 words • 30 PRM materials

NORTHWESTERN ILLINOIS ASSOCIATION

SUBREGION II BALLOT

EXECUTIVE BOARD

BALLOT INSTRUCTIONS

According to the Articles of Agreement for the Northwestern Illinois Association, the District Administrator and the School Board Member shall be elected within each subregion by the Boards of Education of the member districts in odd numbered years.

Each Board of Education shall cast one (1) vote for District Administrator and one vote for School Board Member.

VOTE FOR ONE DISTRICT ADMINISTRATOR:

- Sarah Moore, Winnebago County Special Educ.
District Administrator

- _____
WRITE IN – District Administrator

VOTE FOR ONE MEMBER-AT-LARGE:

- Dennis Daly, Winnebago #323
School Board Member

- _____
WRITE IN – School Board Member

NOTE: Ballots will be counted in the NIA Executive Board Recording Secretary.

PLEASE USE THE ENVELOPE PROVIDED TO RETURN THIS BALLOT BY
AUGUST 7, 2023

NORTHWESTERN ILLINOIS ASSOCIATION

BIOGRAPHICAL SKETCH – EXECUTIVE BOARD CANDIDATE – SUBREGION II

DISTRICT ADMINISTRATOR

Sarah Moore is an experienced Administrator with a demonstrated history of working in the primary/secondary education industry. She is currently working as the Director of the Winnebago County Special Education Cooperative, a position she has held since July, 2019. She previously worked as a Special Education Supervisor for the Winnebago County Special Education Cooperative, as an Assistant Principal of Student Services for the Hononegah School District, and as a Program Supervisor for the Northwest Special Education Cooperative. She also worked as a Special Education Teacher for six years. She earned her Master of Science Degree with a focus in Educational Administration from Northern Illinois University.

SCHOOL BOARD MEMBER

Dennis Daly serves on the Winnebago Community District #323 School Board and is the Chair of the Education Committee, Member of the Extracurricular Committee and is a WCSEC Representative. He and his wife have lived in the District for 63 years; all six of his children and his three grandchildren attend Winnebago Schools. Mr. Daly and his wife also attended Winnebago schools. He has many years of experience working with youths in school and community projects. He is very familiar with the history of the District and the goals of the people who reside there.



Mike Schiffman <mschiffman@pcwolves.net>

APPI Energy - Updated Electricity Pricing & Sample Agreement for Pearl City Schools

3 messages

Carolyn Johnson <cjohnson@appienergy.com>
To: Mike Schiffman <mschiffman@pcwolves.net>

Wed, Jun 14, 2023 at 9:55 AM

Good morning, Mike.

In preparation for your board meeting tomorrow attached find the sample Hudson Energy agreement for review, and updated pricing below:



**Pearl City Schools
Electricity Price Discovery**



Date: June 14, 2023

Pearl City Schools - Electricity - Jun - 2024 - Fixed All In

Contract Start: June 2024

	12 Months	24 Months	36 Months	48 Months	60 Months	Notes
Hudson Energy	\$0.06220	\$0.06180	\$0.06080	\$0.06170	\$0.06270	

Fixed price solutions lock in all known cost components at current levels and rates. Prices are shown in \$/kWh. Prices are indicative and subject to change prior to final acceptance. Credit approval is necessary to execute a supplier offer.

Account Number(s): Utility	Rate Class	Service Account #	Utility	Rate Class	Service Account #
Commonwealth Edison	RDS- 0 to 100 kw	2464540003	Commonwealth Edison	RDS-100kw to 400 kw	2464541000

Let me know asap if the board elects to move forward tomorrow or Friday.

Thank you!

Regards,

Carolyn



Carolyn Johnson, EMP
SENIOR ENERGY CONSULTANT

d: 667-330-1137

c: 443-614-4448

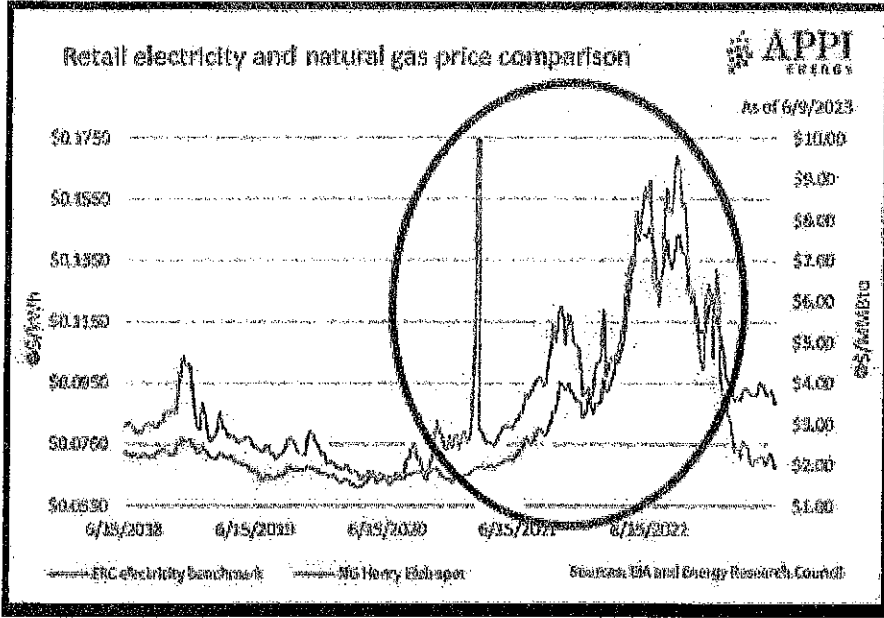
o: 800.520.6685

f: 410.749.8769

appienergy.com



Considering Renewable Generation such as Solar PV for your business? The APPI Energy Solutions Team can help!





IL Electric Transaction Confirmation

5251 Westheimer Rd. Suite 1000
Houston, TX 77056
P: 866.483.7664
F: 866.729.3822
Hours: 9 am to 5:30 pm CT
HudsonEnergyCare@hudsonenergy.net
H23061445622578

This offer expires at 5:00pm Eastern Prevailing time on
6/14/2023

Customer Information

Legal Name:	Pearl City Schools	
	Business	Billing
Contact Person:	Mike Schiffman	Mike Schiffman
E-mail:	mschiffman@pcwolves.net	
Phone:	(815) 443-2715-105	
Legal Address:	100 S Summit St Pearl City, IL, 61062-8888	100 S Summit St Pearl City, IL, 61062-8888

Transaction Specifics

Energy product type:	Fixed Power
Estimated Term (months):	12
Annual Estimated Volume (kWh):	610,321
Greenpower (%):	0

Energy product cost component <small>(Customer may also be responsible for other charges and fees, as applicable, see section 7 of the Commodity Master Agreement.)</small>	
Included in Energy Price	Not Included in Energy Price
Wholesale energy (kWh), line losses to meter point, capacity, transmission costs, renewable portfolio standard, ISO charges and uplifts, ancillary services, HES's cost to serve Customer.	Delivery Charges.

Billing fee (\$/mo):	0.00
Energy Price (\$/kWh):	0.0572
Greenpower Price (\$/kWh):	0.0000
Total Price (\$/kWh):	0.0572

Deposit amount:	0.00
Payment Term:	20
Billing Method:	Dual Billing

Initial to confirm billing method

If applicable, Customer will be responsible for late payment fees at a rate of 1.50% per month, as may be amended, or the highest rate permitted by law, whichever is less, on the uncontested unpaid balance. A fee of \$30.00 will be assessed to Customer for each returned payment for insufficient funds.

Estimated Volume (kWh)

January	February	March	April	May	June
50,813	45,103	44,782	43,940	49,277	52,615
July	August	September	October	November	December
54,199	64,290	57,257	49,229	48,294	50,522

Quantity Variances

A variation of up to one hundred percent (100%) above or below the monthly Estimated Volume listed above or the Peak Load

Contribution values for capacity and Network Integration Transmission Service "NITS" listed in the Location(s) section below will not be considered a material change. HES reserves the right to pass-through charges for any additional costs incurred by HES as a result of a material change. If HES determines a material change has occurred it reserves the right to pass-through charges for any additional costs incurred above or below the contracted values.

Location(s)

The Estimated Start and End Date is based on the Location's normally scheduled Utility meter read date which is expected to occur on or about the date listed below.

Utility	Utility Account Number	Service Address	Capacity Peak Load Contribution (kW)	NITS Peak Load Contribution (kW)	Estimated Start Date	Estimated End Date
Commonwealth Edison	2464540003	100 S Summit St, Pearl City, IL 61062	0.45	0.53	6/2024	6/2025
Commonwealth Edison	2464541000	100 S Summit St, Pearl City, IL 61062	116.94	127.22	6/2024	6/2025

Substitution of Location(s)

If a change requires you to sell or close one of the Location(s) under this Agreement, you can request that HES accept a different Location as a replacement. Please contact us for details on acceptable substitution criteria.

Blend and Extend

We're ready to change for you. If your product qualifies, at your request we will calculate an offer to change your Price based on a weighted average of the Price in this Transaction Confirmation and a mutually agreed extension to the Term.

Customer declines to receive communications about other products and services offers by HES, its affiliates or business partners. Customer will still receive communications relevant to this Agreement.

Agreement

This Transaction Confirmation forms part of the Agreement entered into by and between Hudson Energy Services, LLC ("HES") and Pearl City Schools ("Customer"). Nothing herein shall be deemed to require HES to execute the Commodity Master Agreement. The date on which HES executes this Transaction Confirmation shall be deemed the "Effective Date" of the Transaction Confirmation pursuant to the Agreement.

Acknowledgment

By signing this Transaction Confirmation, each Party agrees to be bound by the terms of this Transaction Confirmation, the Rider and the Commodity Master Agreement (the "Agreement"), and acknowledges having full authority to sign this Transaction Confirmation and enter a binding contract for the Location(s) listed above. Accepted and agreed to:

Pearl City Schools	Hudson Energy Services, LLC
Printed Name:	Printed Name:
Signature:	Signature:
Email:	Email:
Title:	Title:
Date:	Date:

I have the authority to bind Customer

I have the authority to bind HES

Please submit the executed Commodity Master Agreement, Transaction Confirmation and Rider by fax to (888) 893-9882 or ILSales@hudsonenergy.net



Commodity Master Agreement

This Commodity Master Agreement, including any separately executed Transaction Confirmation and Rider together form the ("Agreement") entered into between Hudson Energy Services, LLC, a New Jersey limited liability company ("HES"), and Pearl City Schools ("Customer"). HES and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

1. Key Defined Terms, Business Day: means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. **Energy:** the electricity and/or natural gas commodity, as identified on the Transaction Confirmation, that HES supplies to Customer's Locations. **Fixed Adder:** a per Unit amount to account for cost components that are not included in the Index Price. **Greengas:** Green energy product option for natural gas. **Greenpower:** Green energy product option for electricity. **HES:** Hudson Energy Services, LLC. **Index Price:** a per Unit amount defined on the Transaction Confirmation. **Intermediary Fee:** a fee to be remitted by HES to an independent broker or contractor that Customer has used to procure Energy from HES. **ISO:** either the Independent System Operator or regional transmission organization that administers and manages the bulk power system. **Location:** Each natural gas and/or electricity account or ESI ID, as applicable, listed on the Transaction Confirmation, relating to Customer's premise(s) for service, or replacement thereof where approved by HES, is a separate "Location" bound by this Agreement. **Price:** the per Unit amount for Energy, Greengas and Greenpower, as applicable, set out on the Transaction Confirmation which may include an Intermediary Fee. **Remaining Volume:** Customer's anticipated Energy consumption under this Agreement (in kWh, therm, MMBtu or ccf, as applicable) for the remainder of the Term, to be calculated by HES in accordance with HES's standard and reasonable practices in effect at the time of calculation and based on the Estimated Volume stated on the Transaction Confirmation. **Renewable Portfolio Standard "RPS":** a jurisdictional requirement to provide a percentage of the commodity sold to Customer from renewable resources that meet the defined standards. **Retail Energy Provider:** means the non-utility, retail, third party energy commodity supplier for a designated market. For illustrative purposes this entity is called the Retail Electric Provider in the Texas electric market, the Alternative Retail Electric Supplier (ARES) in the Illinois electric market, and the Energy Service Company (ESCO) in the New York electric market. **Sanctioned Person:** Any person that is (a) the subject or target of Sanctions, or (b) located, organized or ordinarily resident in a Sanctioned Territory, or (c) 50 percent or more owned or controlled (as such term is defined by the relevant Sanctions) by one or more person(s) described in paragraph (a) or (b). **Sanctioned Territory:** At any time, a country or territory which is the subject or target of (a) comprehensive Sanctions, including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Crimea, Cuba, Iran, North Korea, and Syria, and (b) other broad Sanctions including Afghanistan, Belarus, Russia and Venezuela. **Sanctions:** Sanctions means any economic, financial or trade sanctions or restrictions administered or enforced by Canada (including the government of any province or territory thereof), the United States (including the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State and the U.S. Department of Commerce), the United Nations Security Council, the European Union and any member state thereof, and the United Kingdom (including His Majesty's Treasury of the United Kingdom). **Third Party Charges:** any other costs or charges that may be assessed by third parties. **Total Price:** a per Unit amount listed on the Transaction Confirmation. **Unit:** the applicable billing measure (e.g. kWh, kW, therm, MMBtu or ccf) for the product purchased. **Utility:** Customer's local electricity and/or natural gas distribution utility (including any successor).

2. Authorizations and Appointment of Agent. Customer appoints HES as its Retail Energy Provider for the Energy service provided herein and gives HES the exclusive right to act as agent on Customer's behalf in making all supply and delivery arrangements with the Utility and others in order to provide Customer's full Energy requirements for the Term and any subsequent Automatic Renewal period to the Location(s) identified on the Transaction Confirmation. This may include, but is not limited to, coordinating with the Utility for transportation, distribution, and delivery of Energy, and negotiating, entering, performing, amending, and terminating agreements and/or obligations relating to the supply of Energy. Customer authorizes HES for the duration of the Agreement, to obtain current and historical information, including credit information, facility descriptions, operating and usage information, meter identification numbers and other data as needed. Customer agrees that its acceptance of this Agreement is authorization for release of such information. Customer agrees to provide all necessary information, access and authorization for HES to enroll Customer with the utility and receive actual usage data and payment data from the applicable Utility or other third party provider. Incorrect Customer information may be rectified by HES. Customer authorizes HES to provide information about Customer, including contact information, to HES's creditors, suppliers, affiliates, business partners and service providers for various purposes, including, but not limited to, customer service related to existing accounts. These purposes do not include marketing services. HES (and its affiliates, business partners, and service providers) can communicate with Customer, via mail or e-mail, about other products and services, unless Customer elects not to receive these communications by marking the appropriate section on the Transaction Confirmation or provides written notice to HES that it does not wish to receive these communications.

3. Acceptance, Verification. HES may remove any Location(s) from this Agreement, without cost or penalty to either Party, if any of conditions (a-d) are not met or any of conditions (e-f) occurs: (a) Utility's acceptance and implementation of HES's request to serve a Location under a deregulated Energy service program; (b) HES's verification of the accuracy of Customer's information by recorded telephone call (or other means acceptable to HES); (c) HES's approval of Customer's creditworthiness as stated in Section 12; (d) If applicable, Customer is in good standing with HES; (e) the Customer or any of its subsidiaries, or any of their respective directors, officers, managers, employees, or agents is, or is acting for, or on behalf or at the direction of, a Sanctioned Person; (f) supply of Energy has not commenced within 6 months of the Estimated Start Date, for whatever reason, or this Agreement is unable to be implemented for reasons beyond HES's control. If conditions (a-d) are satisfied, or otherwise waived by HES, HES



will supply Energy to Customer's Location(s). If HES removes any Location, it may, in its sole discretion, terminate the Transaction Confirmation and upon request of Customer, re-price the remaining Location(s) pursuant to a new Transaction Confirmation.

4. Term. The Term begins on the Start Date, which will be HES's first day of Energy supply to Customer's Location(s) under a Transaction Confirmation, and ends on the End Date. The Estimated Term, Estimated Start Date and Estimated End Date are referenced on the Transaction Confirmation. Should the Start Date be delayed from the Estimated Start Date, HES will use commercially reasonable efforts to resolve issues within its control. If the Start Date is not within 60 days from the Estimated Start Date due to Customer's action or lack of action, HES reserves the right to cancel the Transaction Confirmation without cost or penalty to either Party and propose a new Price to Customer. The End Date will be HES's last day of Energy supply, for the Location, under the Transaction Confirmation. For reasons other than ending early or Automatic Renewal, the End Date may be 30 days or more from the Estimated End Date, depending on the time required to complete customer's switch back to Utility or other supplier. Customer remains responsible for all HES charges through, to, and including the End Date.

5. Renewal. Unless either Party provides written notice at least thirty (30) days prior (or as otherwise stated in the Rider section of the Transaction Confirmation to this Agreement) to the Estimated End Date not to renew a Location and completes the transfer of Energy service to another Retail Energy Provider or the Utility on or about the Estimated End Date, the Location will automatically be renewed on a month to month basis if no other renewal agreement has been reached ("Automatic Renewal"). Automatic Renewal rates may vary from month to month and will be posted on HES's web-site at www.hudsonenergy.net/disclosures/. If the Location resides in a market where a posted rate is not applicable the rate calculation will be identified in the Rider section of the Transaction Confirmation. Automatic Renewals will not include Greengas or Greenpower products and will not be subject to an Exit Fee.

6. Green Energy Option (Greengas and Greenpower). If Customer selects Greengas, HES will purchase and retire verified emissions reductions, allowances or instruments ("carbon credits") to offset Customer's natural gas consumption multiplied by the Greengas percentage listed on the Transaction Confirmation. If Customer selects Greenpower, HES will purchase and retire renewable energy certificates or attributes ("green energy") equivalent to Customer's electricity use, multiplied by the Greenpower percentage listed on the Transaction Confirmation. Carbon credits and green energy purchased and retired on Customer's behalf will remain HES's legal property. Green-related charges will be included with the Energy charge on Customer's bill. Green energy product purchases are separate from any RPS requirement associated with Customer's underlying commodity purchase.

7. Charges (and Credits) under this Agreement. Prices upon which charges are determined are listed on the Transaction Confirmation. Energy charge is the product of Customer's Energy consumption and the Energy Price, plus pass-through charges (as applicable). Greenpower charge is the product of Customer's electricity consumption and the Greenpower Price. Greengas charge is the product of Customer's natural gas consumption and the Greengas Price. Customer agrees to pay for the related charges, taxes, and other amounts charged by the Utility to enable HES's performance under this Agreement. Several types of charges may be passed-through to Customer, if applicable. These pass-through charges may include Third Party Charges, product component charges not included in the fixed portion of Price as indicated on the Transaction Confirmation, charges imposed from a Change in Law pursuant to Section 22 and charges that result from a material change pursuant to the Quantity Variances section in the Transaction Confirmation, if applicable. Customer may also incur pass-through charges associated with consumption outside of stated bandwidth parameters as applicable to HES products with defined bandwidths as defined on the Transaction Confirmation. If actual pass-through costs are not known prior to the invoice date then HES may, in a commercially reasonable manner, estimate the pass-through costs. If the pass-through cost component has an alternative compliance payment rate, as with many renewable attributes, then HES may use that rate for any pass-through charge including those resulting from a Change in Law. HES will use commercially reasonable business practices in its decision to render any adjustment charges or credits based on a true-up to actual cost. Customer shall pay lawful taxes and surcharges that may apply to the charges, whether direct or indirect, relating to the sale, purchase or delivery of Energy. This may include State or local municipal taxes that HES will pass through to Customer. If Location(s) are exempt from state/local taxes, Customer shall provide HES with proof of such status at the time of its execution of the Transaction Confirmation. Otherwise, until Customer provides such proof, HES is not required to recognize any exemption or refund/credit previously paid taxes. **CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HES HARMLESS FOR ALL TAX-RELATED OBLIGATIONS UNDER THIS AGREEMENT.**

8. Billing, Payment, Measurement. Customer will be billed in the manner indicated on the Transaction Confirmation. If Customer elects to be billed by the Utility, non-payment of Utility and HES charges may result in service being disconnected by the Utility and Customer will be billed in accordance with the Utility's usual requirements and schedules for billings, payments, late payments and other charges. HES reserves the right to bill Customer directly if the Utility can't bill HES charges. HES's payment terms are from date of invoice. HES's late payment fees and interest charges are stated on the Transaction Confirmation. Customer shall pay HES's reasonable collection costs and legal fees associated with the collection of amounts owed by Customer to HES. The Utility will measure (or otherwise determine) the amount of Energy and other cost components (e.g. capacity and transmission allocations) supplied to the Location. If the Utility does not provide actual data in a timely manner, HES may use estimated data to calculate Customer's invoice and, upon receipt of actual data, will reconcile the charges and adjust them as needed in subsequent invoices. HES assumes no liability for errors in measurement and shall be entitled to revise any bill, if necessary, to account for any errors or



reassessment made by the Utility, ISO or HES. Customer agrees to comply with any and all billing and payment requirements as established by the applicable Utility and public utility commission. HES may use any deposit made by Customer for the payment of amounts owing pursuant to this Agreement. If Customer in good faith disputes some portion of an invoice, it will promptly provide HES written notice of the disputed amount and justification for the dispute. Notwithstanding any errors or reassessment made by the Utility or ISO, both Parties waive their right to dispute an invoice unless the disputing Party provides written notice to the other Party within twenty-four months after the invoice due date.

9. Ending this Agreement Early, Default. If any Location(s) or Transaction Confirmation ends early, for any reason, Customer remains responsible for all HES charges through, to, and including the early End Date. HES can terminate a Location(s) or Transaction Confirmation, at no cost to HES, if: (a) required/allowed by law; (b) the Utility or HES is unable to service a Location; (c) a legislative or regulatory change materially alters HES's ability to profitably perform this Agreement; (d) Customer falls into "Default"; (e) any Sanctions-related representation or warranty made by Customer is false or misleading in any respect when made or ceases to remain true in any respect during the Term of this Agreement; (f) Customer defaults on any of its obligations under this Agreement related to Sanctions; or (g) performance under this Agreement would result in a violation of Sanctions by any person, including HES. Customer shall be in Default if, at any time under this Agreement, it: (i) enters into an agreement for any Location identified on the Transaction Confirmation that would prevent or interfere with the performance of this Agreement; (ii) withdraws HES's authority as exclusive agent or limits HES's ability to obtain and use information necessary to perform this Agreement; (iii) fails to make, when due, any undisputed payment required under this Agreement; (iv) fails to maintain or provide credit support as provided for herein; (v) makes an assignment or any general arrangement for the benefit of creditors; (vi) files a petition or otherwise commences, authorizes or acquiesces to the commencement of a proceeding or cause of action with respect to it under any bankruptcy proceeding or similar laws for the protection of creditors, or have such petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (vii) otherwise becomes insolvent (however evidenced); or (viii) is unable to pay its debts as they fall due. If an event of Default listed in subsections (v, vi, vii, viii) above occurs, the Event of Default will be deemed to have automatically occurred just prior to such event. Either Party shall be in Default if, at any time under this Agreement, any of the following occur: (a) any representation or warranty made by a Party other than those related to Sanctions proves to be false or misleading in any material respect when made or ceases to remain true in all material respects during the Term of this Agreement if not cured within fourteen (14) days after receipt of written notice from the other Party; (b) except to the extent excused by Force Majeure, the failure by a Party to perform any material obligation set forth in the Agreement (other than events that are specifically covered as a separate Events of Default hereunder) and such failure is not cured within fourteen (14) days after receipt of written notice from the other Party; (c) any unauthorized assignment of a Party's rights or obligations hereunder; or (d) any breach of the confidentiality provisions of this Agreement. Should publishing of the Index Price be stopped by the publishing entity identified on the Transaction Confirmation, or if there is a material change in the method of calculation of the Index Price, HES may in its commercially reasonable discretion either terminate this Agreement or determine the applicable Index Price by using the most recent price available from the publishing entity or by using another published source.

10. Rights of Non-Defaulting Party: If either Party defaults, the non-defaulting Party may terminate a Location(s) or Transaction Confirmation(s) pursuant to this Agreement effective on the date indicated in its notice of termination and shall have the right: (i) to suspend performance on or after the date of termination; and (ii) to the extent allowed by law, to disconnect, or cause to be disconnected, each Customer Location. In the event of disconnection for Customer's non-payment, Customer may be required to pay additional charges to Customer's Utility and HES. The Parties agree and acknowledge that under bankruptcy law (i) this Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"), (ii) HES is a forward contract merchant; (iii) HES is not a Utility or "Utility" as that term is used in 11 U.S.C. 366, and Customer agrees to waive and not to assert the applicability of the provisions of 11 U.S.C. 366 in any bankruptcy proceeding; and (iv) HES is entitled to the rights under, and protections afforded by, the Code.

11. Exit Fees. Except as otherwise provided or excused in this Agreement, including any Force Majeure Event, if at any time prior to any Location(s) Estimated End Date a Location ends early due to Customer's Default, HES shall calculate and Customer shall pay liquidated damages to HES according to the Exit Fee calculations provided below. The Parties agree that the liquidated damages calculation is a genuine pre-estimate of the damages that would be suffered by HES and shall be conclusively deemed to be liquidated damages designed to reimburse HES for its losses and not a late payment charge, penalty, fine, interest, or other charge of any kind.

Exit Fees (Liquidated Damages)

Customer shall pay liquidated damages to HES as defined below.

- **Exit Fee** - Customer's Remaining Volume multiplied by the difference per Unit (e.g. kWh, therm, ccf, MMBtu) obtained by subtracting HES's per Unit market cost for similarly situated customers existing on the termination date from the per unit contracted Total Price plus pass through adjustments, if any, plus each of the following: (a) all applicable taxes; (b) HES's associated costs and reasonable legal expenses related to determining the liquidated damages and the enforcement of HES's rights and remedies; and (c) all penalties and any other charges incurred by HES as a result of the termination.



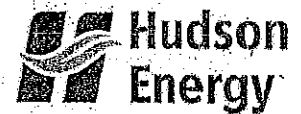
12. Credit Requirements. HES's supply of Energy depends on HES's assessment of Customer's creditworthiness, which is based in part on Customer's payment history and ability to pay bills as they come due. HES reserves the right to require Customer to provide collateral prior to HES's acceptance of this Agreement or during the Term if HES has reasonable grounds to believe Customer's creditworthiness or performance under this Agreement may become unsatisfactory. Collateral will be in a form deemed acceptable to HES and may include a cash deposit, letter of credit, or a guarantee. Any deposit will be held without interest unless required by applicable law. HES will provide notice, pursuant to Section 20 - Notice, if Customer no longer meets HES's commercially reasonable credit requirements. Such notice will identify the amount of credit support required by HES and acceptable means that satisfy the requested credit support. Failure to provide credit support, within 5 Business Days, may be deemed an Event of Default under section 9(iv). Any credit support shall be retained by HES as collateral for the faithful performance by Customer of all of the covenants and conditions to this Agreement. If not applied toward the payment of monies owed to HES, the collateral, plus any accrued interest, will be returned to Customer when the Transaction Confirmation pursuant to this Agreement terminates or upon mutual agreement of the Parties.

13. Representations. As a material inducement to entering into this Agreement, each Party, with respect to itself, represents and warrants to the other Party that it has the power and the authority to enter into, and perform its obligations under, this Agreement; and, each Party accepts this Agreement to be a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms. Customer further covenants that it: (a) shall provide HES with all necessary physical access and information required to implement this Agreement; (b) shall abide by the rules and tariffs of the Utility; (c) has made its own independent decisions to enter into this Agreement based solely upon its own judgment and upon advice from such advisers as it has deemed necessary; (d) agrees no communication (written or oral) received from HES or its affiliates (or its respective representatives) will be deemed to be an assurance or guarantee as to the expected results of this Agreement; (e) in connection with this Agreement, it, its subsidiaries and their respective directors, officers, managers, employees, and agents will comply in all respects with Sanctions; (f) in connection with this Agreement, it will not transfer funds from or through a financial institution or other third party who is a Sanctioned Person; and (g) it will not engage in any transaction, activity or other dealing that would result in a violation of Sanctions by any person, including HES. HES hereby warrants to Customer that at the time of delivery of Energy hereunder it will have good title and/or the right to sell such Energy; and that such Energy will be free and clear of all liens and adverse claims. EXCEPT AS PROVIDED FOR IN THE PRECEDING SENTENCE, HES EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, FOR OR WITH RESPECT TO ITS SUPPLY OF ENERGY OR OTHER OBLIGATIONS UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

14. Indemnification. HES does not transmit or distribute Energy to Customer and does not generate the Energy used or consumed by Customer. Therefore, HES does not promise a steady, continuous supply. There are events outside of HES's reasonable control which may result in fluctuations, interruptions or irregularities in Energy service. HES WILL NOT BE LIABLE FOR ANY FLUCTUATIONS, INTERRUPTIONS OR IRREGULARITIES IN ENERGY SERVICE OR FOR ANY DAMAGE OR CONSEQUENCES RESULTING THEREFROM. HES WILL ARRANGE FOR THE UTILITY TO DELIVER ENERGY TO THE FACILITY/METER(S) ASSOCIATED WITH THE LOCATION (THE "DELIVERY POINT"). FROM AND AFTER THE DELIVERY POINT, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HES, ITS PARENT, SUBSIDIARIES, AFFILIATES, AND ITS OWNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND RELATED TO HES'S DUTIES AND OBLIGATIONS HEREUNDER, OR IN CONNECTION WITH CUSTOMER'S BREACH OF ANY SANCTIONS-RELATED REPRESENTATION, WARRANTY OR COVENANT HEREUNDER. HES SHALL NOT BE LIABLE FOR MATTERS WITHIN THE CONTROL OF THE UTILITY (INCLUDING, BY WAY OF EXAMPLE ONLY, MAINTENANCE OF THE DISTRIBUTION SYSTEM, SERVICE INTERRUPTIONS, LOSS, DETERIORATION OR TERMINATION OF SERVICE, OR METER READINGS) OR ANY DAMAGES CLAIMED TO HAVE BEEN INCURRED DUE TO ANY ACT OR OMISSION OF HES, WHERE SUCH ACT OR OMISSION IS DUE IN WHOLE OR IN PART TO ANY EVENT OR CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL OR ITS ABILITY TO PERFORM. EACH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO MITIGATE DAMAGES.

15. Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HES OR ANY OF ITS AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS, EVEN IF HES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HES'S LIABILITY RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, IS LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE REMEDY AND ALL OTHER REMEDIES OR DAMAGES ARE EXPRESSLY WAIVED.

16. Dispute Resolution, Binding Arbitration. Customer may contact HES with regard to a concern or dispute under this Agreement by mail, fax or telephone using HES's contact information as set out in the Transaction Confirmation(s). Both parties will, in good faith, use commercially reasonable efforts to resolve a dispute. If not resolved within 45 days, such dispute will be referred to and finally resolved by binding arbitration in accordance with American Arbitration Association rules and pursuant to Governing Law, before a single arbitrator, without the right of appeal to law and/or facts. The arbitration costs will be shared evenly between the Parties. Customer waives any right to commence or participate in any class action related to this Agreement. Customer shall remit all undisputed amounts during the pendency of the dispute.



17. Amendments. HES may amend the Agreement (Commodity Master Agreement, Rider and Transaction Confirmation) by providing Customer written notice of such amendment. Customer will have thirty (30) days to reject the amendment in writing. If Customer does not reject the amendment, it shall be deemed to be accepted. HES will not amend the Term or Price without Customer's consent.

18. Assignment. HES may sell, assign, pledge, or grant a security interest in all or any part of its interest in this Agreement, including to another Retail Energy Provider without prior notice to, or further consent from, Customer. Customer may, without the consent of HES and on providing written notice to HES; transfer or assign this Agreement (i) to an affiliate or successor, in ownership or control, to all or substantially all of the assets of Customer or (ii) to a successor of Customer's ownership or business interests with respect to Customer's Location(s), provided that in either case of (i) or (ii) such assignee is at least as creditworthy as Customer, as determined in a commercially reasonable manner by HES, such assignee agrees in writing to be bound by the terms and conditions of this Agreement, and such assignee is not a Sanctioned Person. Any other assignment by Customer requires prior written approval by HES, which shall not be unreasonably withheld. Upon any valid assignment of the Agreement, the other Party hereby agrees that the assigning Party shall have no further future obligations under this Agreement.

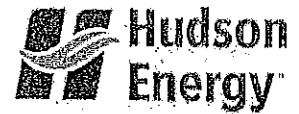
19. Inability to Perform. If a Force Majeure Event ("FME") renders either Party unable to carry out any part of its obligations under this Agreement (other than the obligation to make payments due with respect to performance prior to the FME), if that Party provides notice and full details of the FME to the other Party, then the relevant obligations of the Party affected by the FME shall be suspended during the pendency of such FME. A Party may furnish notice of a FME orally; provided, however, electronic or written notification must be furnished to the other Party within seven (7) Business Days thereafter. The Party affected by the FME shall remedy the FME with all reasonable dispatch; provided however, that this provision shall not require HES to schedule delivery of Energy to, or Customer to receive Energy at, points other than the Delivery Points. "Force Majeure Event" means those events not reasonably anticipated when this Agreement was signed and beyond the control of the Parties including, but not limited to, Acts of God; severe weather; acts of the public enemy; civil insurrection, terrorism, sabotage, war or other military actions; events or actions associated with the Utility, the commodity supplier, regulator, or other entity having influence over the delivery of Energy to the Location, or HES's good faith compliance with their orders; event of Force Majeure of HES's direct or indirect supplier(s). Force Majeure shall not include (a) Customer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Customer's loss of markets or customers; (c) changes in the market prices of Energy; or (d) imposition of restrictions or prohibitions under Sanctions or a person becoming a Sanctioned Person.

20. Notice. Customer will promptly notify HES in advance of any change to Customer's information that is relevant to this Agreement. The Utility may also advise HES of any such change. When providing HES with notice, Customer shall send it to HES's address as listed on the Transaction Confirmation, to the attention of Customer Service Manager, Commercial Contracts, Legal Notices shall be sent to 5251 Westheimer Rd. Ste. 1000, Houston TX 77056, Attn: Legal Department; facsimile 713-933-0096. All notices shall be provided in a manner by which Customer may give proof of delivery upon request or by facsimile as noted on the Transaction Confirmation. Either Party can change its address for receiving notices by notifying the other pursuant to this paragraph. HES will send notices and correspondence to the billing address listed on the Transaction Confirmation (as may be amended from time to time upon receiving updated information from the Utility or Customer). At HES's discretion (if, for example, there is a fault with regard to the billing address), HES may instead send it to Customer's service or corporate address (as may be amended). If a change in Governing Law or Change in Law necessitates that a group of customers be provided with a general notice, HES reserves the discretion to provide it by posting it on its website at www.hudsonenergy.net. If a Change in Law results in a pass-through charge, HES will also provide written notice to Customer.

21. Governing Law. The laws of the state in which the Location is located govern this Agreement. If this Agreement contains Locations in more than one state, governing law shall be the State of New York for U.S. Locations. If a provision of this Agreement is deemed contrary to or unenforceable under Governing Law, the Parties agree it shall be severed to the minimal extent possible consistent with the meaning of the rest of this Agreement and reasonable intent of the Parties, and replaced by an enforceable provision close in meaning to the original.

22. Change in Law. If a Change in Law occurs, HES may pass through any associated costs or credits to the Customer in a commercially reasonable manner. "Change in Law" means any judicial decision, order, new law or regulation, or change in the application of any applicable law or utility rate structure that alters the market structure in the Utility or ISO, requires a change in the method by which prices are calculated (including but not limited to changes to formula rate calculations) under this Agreement or materially affects HES' ability to perform its obligations under this Agreement.

23. Confidentiality. Each Party acknowledges and agrees that the terms or conditions of this Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Customer by HES in connection with this Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees, counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation, regulatory body, exchange or ISO rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information,



and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections. This confidential provision shall not apply to (a) information that was known to a Party prior to obtaining information from the other Party; (b) information in the public domain; (c) information obtained by a Party from a third party who did not, directly or indirectly, receive the information from the other Party to this Agreement or from an entity that was under an obligation of confidentiality to the other Party to this Agreement; (d) information developed by either Party independent of any confidential information; or (e) any communication or submission to a government authority with respect to Sanctions. The Parties shall be entitled to all remedies available at law or equity to enforce or seek relief in connection with this confidentiality obligation.

24. Recordings. Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

25. Miscellaneous. This Agreement contains the entire agreement between HES and Customer concerning the supply of Energy, Greenpower and Greengas to the Location, as applicable. It may not be contradicted by any prior or contemporaneous oral or written document. This Commodity Master Agreement and Transaction Confirmation(s)/Rider(s) shall be executed in counterparts, all of which shall constitute one and the same Agreement and each of which shall be deemed an original. Electronic, e-mail and fax signatures are for legal purposes equivalent to original signatures. Any document generated by the Parties with respect to this Agreement may be imaged and stored electronically and used as if it were an original business record. This Agreement does not create any partnership, duty, joint venture or other special relationship between the Parties. No delay by a Party to exercise its rights under this Agreement will constitute a waiver of such rights. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, limitation of liability, indemnification, and dispute resolution. Except as otherwise required by Governing Law, HES will first apply any refund as a credit against Customer's Locations. If Customer is no longer being supplied by HES, HES will refund any amounts owed.

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

Pearl City Schools

Hudson Energy Services, LLC

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Title:

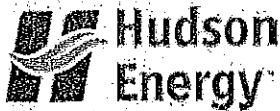
Date:

Date:

I have the authority to bind Customer.

I have the authority to bind HES

Note to Customer: Please submit your executed Commodity Master Agreement and Transaction Confirmation to HES prior to the expiration period indicated on the Transaction Confirmation by either faxing or e-mailing the Agreement to the fax number or e-mail address listed on the Transaction Confirmation.



IL Rider

This offer expires at 5:00pm Eastern Prevailing time on 6/14/2023

5251 Westheimer Rd. Suite 1000
Houston, TX 77056
P: 866.483.7664
F: 866.729.3822
Hours: 9 am to 5:30 pm CT
HudsonEnergyCare@hudsonenergy.net
H23061445622578

Amendments, Restatements and Additions to the CMA applicable to this Transaction Confirmation.

This Rider, the associated Transaction Confirmation "TC" and Commodity Master Agreement "CMA" together comprise the Agreement between HES and Customer. The CMA is separately executed and may be executed prior to any Transaction Confirmation written under it. In the event of a conflict between the documents that comprise the Agreement, they shall control in the following order: Rider, TC, and CMA. All capitalized terms not otherwise defined herein have the meaning set forth in the CMA.

Amendments – The following language is added to the CMA section referenced.

Section 1 – Definitions

Customer: The account holder(s) named on the Transaction Confirmation. For natural gas, only commercial customers can sign this Agreement, and only if they do not meet the definition of small commercial customer in Article 19 of the Illinois Public Utilities Act (220 ILCS 5/19).

Delivery Charges: (i) all delivery service costs due under the Utility's Retail Delivery Services (RDS) rate or any successor rates and (ii) any other applicable Utility tariff charges associated with Customer's use of Utility's distribution network. These charges may include, but are not limited to: meter rental and installation charges, distribution facilities charges, customer charges, instrument funding charges, franchise fees, lighting charges, public programs, and decommissioning charges.

ICC: Illinois Commerce Commission.

Section 8 – Billing, Payment, Measurement.

Customer may be permitted to make payments using a debit/credit card. Customer's ability to make credit card payments by debit/credit card may be limited, modified or rescinded in HES' sole discretion.

Restatements – The following sections replace, in its entirety, the corresponding section in the CMA

None

Additions – The following sections are added to the CMA

Section 26. Emergency Outage

In the event of an emergency, outage or service need, Customer must call the Utility at:

Ameren Services ("Ameren")	Emergency 1.800.755.5000
Commonwealth Edison ("ComEd")	Emergency 1.800.334.7661
Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor")	Emergency 1.888.642.6748
North Shore Gas Company ("North Shore")	Emergency 1.866.556.6005
Peoples Gas, Light and Coke Company d/b/a Peoples Gas ("Peoples")	Emergency 1.866.556.6002

Section 27. Essential Agreement Information

- a) This Agreement is with Hudson Energy Services, LLC (HES), a Retail Energy Provider and not Customer's local Utility. Customer will continue to be supplied with Energy whether or not Customer signs this Agreement. Energy delivery shall continue to be provided by the Customer's Utility, and the Utility will also be available to respond to leaks and other emergencies should they occur.
- b) This Agreement covers only the cost of Energy itself (along with Greenpower and/or Greengas, if selected). As always, Customer will remain responsible for certain additional costs or charges that may be assessed by third parties. See Section 7 for additional details.
- c) This Agreement does not guarantee financial savings. At any given time, Customer's Utility's Energy commodity rates may be lower or higher than HES's prices for Energy.
- d) This Agreement can be renewed (see Section 5). Customer will owe HES Exit Fees if it causes this Agreement to end early (see Section 11)
- e) By signing this Agreement, Customer agrees to initiate Energy service and begin enrollment with HES. HES, following its execution of this Agreement, will supply Energy (along with Greenpower and/or Greengas, if selected) at the Price Customer agrees to on the Transaction Confirmation. Customer will pay any related charges, plus applicable taxes.
- f) The contents of HES's marketing materials do not form part of the Agreement and were not relied on by Customer.
- g) This Agreement is not intended for electricity Customers whose usage is less than 15,000 kWh per year. If Customer selects electricity service under this Agreement, Customer represents that it uses more than 15,000 kWh of electricity in the previous year.
- h) This Agreement is not intended for natural gas Customers whose usage is less than 5,000 therms per year. If Customer selects natural gas service under this Agreement, Customer represents that it used more than 5,000 therms of natural gas in the previous year.

Tax
Exempt?
(Y or N)

Only sites with Tax exemption certificates attached will be booked as tax exempt.
Please submit your tax exempt forms along with the Rider, CMA and TC.

By initialing here	<input type="checkbox"/>	Customer acknowledges it has reviewed the Rider which comprises part of the Agreement between the Parties
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