

**CONTRACTUAL AGREEMENT BETWEEN  
COMMUNITY UNIT SCHOOL DISTRICT NO. 205,  
KNOX AND WARREN COUNTIES, ILLINOIS,  
AND ITS BOARD MEMBERS**

**THIS AMENDED AGREEMENT** entered into on this 14<sup>th</sup> day of May, 2018, by Community Unit School District No. 205, Knox and Warren Counties, Illinois, hereinafter the “District” and the Members of its Board of Education, namely, hereinafter referred to as the “Board” and individually, Vickie Banks, Tianna Cervantez, Jean Ann Glasnovich, Maury Lyon, Amy Pickrel, Rod Scherpe, and Wayne Statham.

**WITNESSETH:**

Community Unit School District No. 205, Knox and Warren Counties, Illinois, through its Board of Education, agrees that it will defend, hold harmless, and indemnify the individual Board Members from any and all demands, claims, suits, actions, and legal proceedings of whatever nature brought by third parties against the Board in their individual capacities or in their official capacities as agents and/or employees of the school district provided that the incident arose while the Board Members were acting within the scope of their authority as Board Members or their agency with the School District. This indemnification agreement is intended to protect individual Board Members from any financial loss arising out of the performance of their official duties and responsibilities. It is intended to be applicable to all activities of the Board, including, but not limited to, personnel actions, discipline matters, contractual relationships, the asbestos in schools program, etc. It is contemplated that the School District’s legal liability insurance will provide coverage to the Board Members for any such claims and this provision is intended only for the purpose of indemnifying the Board Members

against any losses sustained by the Board Members beyond the coverage of such insurance or in the absence of such insurance.

This Agreement shall be binding upon the District so long as the alleged incident or cause of accident arose during the tenure of the Board Member and the provisions of this Agreement shall remain in effect after the Board Member vacates his or her office.

IN WITNESS WHEREOF, the parties have hereunto signed on this day and date first above written.

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“Board”

COMMUNITY UNIT SCHOOL DISTRICT  
NO. 205, KNOX AND WARREN COUNTIES, ILLINOIS

By: \_\_\_\_\_  
John Asplund, Its Superintendent