

McLean County Unit District No. 5 Board of Education Regular Meeting Agenda

Wednesday, May 25, 2022

Public Session 6:30 PM

Normal West High School

501 N Parkside Rd

Normal, IL 61761

1. CALL TO ORDER AND ROLL CALL

2. ADJOURN TO CLOSED SESSION(5:45p.m.)

Recommended motion: Move to adjourn to closed session to discuss the following matter according to the exceptions provided in the Open Meetings Act and specified as follows:

- 2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity and
- 2(c)(2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and
- 2(c)(10) The placement of individual students in special education programs and other matters relating to individual students.

3. RECESS

4. RETURN TO PUBLIC SESSION

5. PLEDGE OF ALLEGIANCE

6. FOCUS ON STUDENTS AND GOOD NEWS REPORTS

A Good News - Beyond the Books Grant Winners

B Good News - ACT-SO

C Good News - Hispanic Heritage Club

D Good News - Parkside Junior Track & Field Honors

E Good News - Evans Junior Track & Field Honors

F Good News - Chiddix Junior Track & Field Honors

G Good News - Normal Community Track & Field Honors

H Introductions

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7. SUPERINTENDENT COMMENTS

8. PUBLIC COMMENTS

9. REPORTS

A Enterprise Zone Incentive Agreement

B Amended Budget for FY 22

C Requests for Information Pursuant to the Illinois Freedom of Information Act
The District has received and processed the following requests for information:

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10. CONSENT AGENDA

A Approval of Minutes

Minutes are not released for public viewing until approved by the Board of Education

1 Closed Session 05.11.22

2 Public Session 05.11.22

B Personnel Matters

C Payment of Bills and Payrolls

1 Bills & Payroll Reports

D Approve Finance Department Reports

1 Financial Statements as of April 2022

E Approve Board Policies, Administrative Procedures, and Exhibits

1 Section 6 - Instruction

a. Administrative Procedure 6.60-AP1 Comprehensive Health Education Program

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b. Administrative Procedure 6.60-AP2 Comprehensive Sexual Health Education Program	30
c. Administrative Procedure 6.60-AP3 Developmentally Appropriate Consent Education	35
d. Exhibit 6.60-AP1,E1 Notice to Parents-Guardians of Students	37
F Approve Requests for Overnight Trips	39
G Student Activity Fund Dissolution	41
H Approve Embrace Renewal Agreements 2022-2023	42
I Oakdale Front Entrance	67
J Resolution of the Board of Education of Community Unit School District No. 5, McLean and Woodford Counties, Illinois, Abating Property Taxes for Rivian Automotive, LLC, for the 2021 Tax Year	72
K Resolution of the Board of Education of Community Unit School District No. 5, McLean and Woodford Counties, Illinois, Abating Property Taxes for Brandt Properties USA LTD, for the 2021 Tax Year	75
11. BOARD REPRESENTATIVE COMMITTEE MEETING REPORTS, ANNOUNCEMENTS AND COMMENTS	
12. ADJOURNMENT	

Hispanic Heritage Club Good News Blurb

Hola y buenas noches! Hello and good evening! My name is Ricky King and I am one of the English as a Second Language Teachers at Normal Community High School. First, I want to thank all of you for being here and tuning in. Especially this late in the semester. The fact that all of you are here is more than appreciated.

NCHS Houses the Secondary-Level English as a Second Language program for Unit 5. I am in my second year of teaching in this department and it has been my absolute pleasure to work with such amazing faculty and amazing students.

This year, I have had the fortunate opportunity of working with Aurora Flores, who, with her family, is with us this evening. She is a Spanish-Speaking English Language Learner. Coming to NCHS during the middle of first semester, Aurora quickly found her place amongst her classes, her teachers, and her peers. Finding ways to describe her motivation, her drive, and her desire to help everyone around her is nearly impossible. And it is this drive and this desire to help others that brought us here today.

Looking for more of a challenge at the start of second semester, Aurora enrolled in Stefen Robinson's Sociology class. Not many of our ELL students have enrolled in this semester-long class in the past. But, she decided to take on the challenge and the rigor. As a part of this class, Mr. Robinson asks his students to complete an Impact Project. Robinson, through this project, asks his students to work on something they are passionate about. They are then asked to try to develop those passions in a way that helps contribute to a social good. During the beginning of 2nd semester, Aurora approached me and asked if I would be her teacher mentor during the Impact Project. Nervous, since I had never done something like this before in my brief tenure as an educator, I accepted the role.

Aurora identified two needs for some social good: (1) an extracurricular for our ELL students and (2) more support for our ELL Students. In discussing some of the much needed changes in our school, Aurora noticed that NCHS was lacking an extracurricular activity geared towards our English Language Learning students, especially our Spanish-Speakers. She noticed that while we have a Spanish Club, the vast majority of students that attend Spanish Club are NOT native Spanish speakers. As well, during this semester, and this academic year in general, we have had a large number of Spanish-Speaking newcomer students enroll at NCHS. Aurora began to notice that our ELL students were not being provided resources to be successful in their first days and weeks of school (for example, being assigned an Iron Host or other mentor, which is something she volunteered to do).

So, in discussing areas in need of change, Aurora focussed her passions towards identity, an identity she shares with a majority of our ELL student population and with myself. As for the social good component, Aurora decided that it was necessary to create a club for our Spanish Speaking ELL Students. As a result of numerous conversations, drafts, ideas, and proposals, and frustrations, the new Hispanic Heritage Club emerged. All students were invited to be a part of this club and to be a part of this space through visual advertising that was created by Aurora and by announcements that were broadcast throughout the school. Along those lines, we made it a goal to further advertise and reach out to our Spanish Speaking populations since the club was designed for and geared towards these underrepresented students.

The club had its first meeting on April 27th, 2022. At this meeting, students enjoyed hispanic food, hispanic music, and a space for them to be simply and unapologetically hispanic. Students talked with one another and were genuinely excited to share a space *juntos* (together). During this meeting, Aurora gave a presentation on what the club is designed for and what the club can provide for our underrepresented students. At the end of the club, many of the students asked us “*¿Cuando es la próxima reunión?*”, o *en Inglés*: “When is the Next Meeting?”

The club is still in its beginnings. One of the things that Aurora and I have talked around is how this club, which has been geared towards Spanish-Speakers, can also serve other underrepresented students. It is something we will continue to work towards and something we have started recently. Our second meeting took place on Wednesday, May 18th. At this meeting, our ELL students painted flags of their home countries on the walls in the ESL Classroom. The purpose of this was to create a welcoming environment for all of our students to learn and to explore their multicultural and multilingual identities. ELL students who were not majority Spanish-Speaking attended and helped paint their home countries, and their identities, on our classroom walls. It was an incredible experience watching students share their identities with one another and with our classroom space.

I cannot thank Aurora enough for asking me to be her mentor throughout this process. I also cannot thank her enough for the work she has done to support our ELL students. It has been an incredible honor to help her navigate our educational spaces as she created THIS space to help her peers, and quite frankly myself, do the same: navigate our complex and multicultural world. We thoroughly look forward to continuing this extracurricular and to furthering the experiences of our ELL students, our Spanish-Speaking students, and all other students at our school. We look forward to making sure that NCHS is a place that celebrates diversity and cherishes each multicultural and multilingual identity that walks through our halls. *Muchas gracias a todos por estar aquí hoy y una increíble cantidad de gracias a Aurora por su trabajo para generar cambios en NCHS. Gracias!*



NORMAL COMMUNITY HIGH SCHOOL

3900 East Raab Road | Normal, Illinois 61761 | Phone (309) 557-4401 | Website: www.unit5.org/NCHS

TO: Unit 5 Board of Education & Dr. Kristen Weikle
FROM: Dr. Trevor Chapman, NCHS Principal
DATE: May 25, 2022
RE: Girls Track & Field Post Season Recognition

It is my pleasure to bring members of the NCHS Girls Track and Field team to the Board of Education for their accomplishments in the post-season.

First, we'd like to recognize Ali Ince. Ali was the Intercity Champ in the 400, 800 and 1600. She was the Big 12 Conference Champ in the 400, 800 and 1600 as well as the IHSA Sectional Champ in the 400, 800 and 1600. Ali broke the school record in the 400 with a time of 55.25. Lastly, she was the IHSA 3A State Finals-State Champion in the 400 and 800. (Back-to-back State Champ in the 800!)

Next, we'd like to recognize the 4x400 Relay team which included Abigail Ziemer, Carina Engst, Jordynn Griffin, and Ali Ince. They were Intercity Champs, Big 12 Conference Champs, IHSA Sectional Champs and won 3rd place in the IHSA 3A State Finals. They were only .5 seconds away from breaking the school record at the State meet – in the wind and rain!

Jordynn Griffin and Ali Ince were both selected at Team MVPS.

Girls Track & Field is coached by Mr. Marcus Mann.



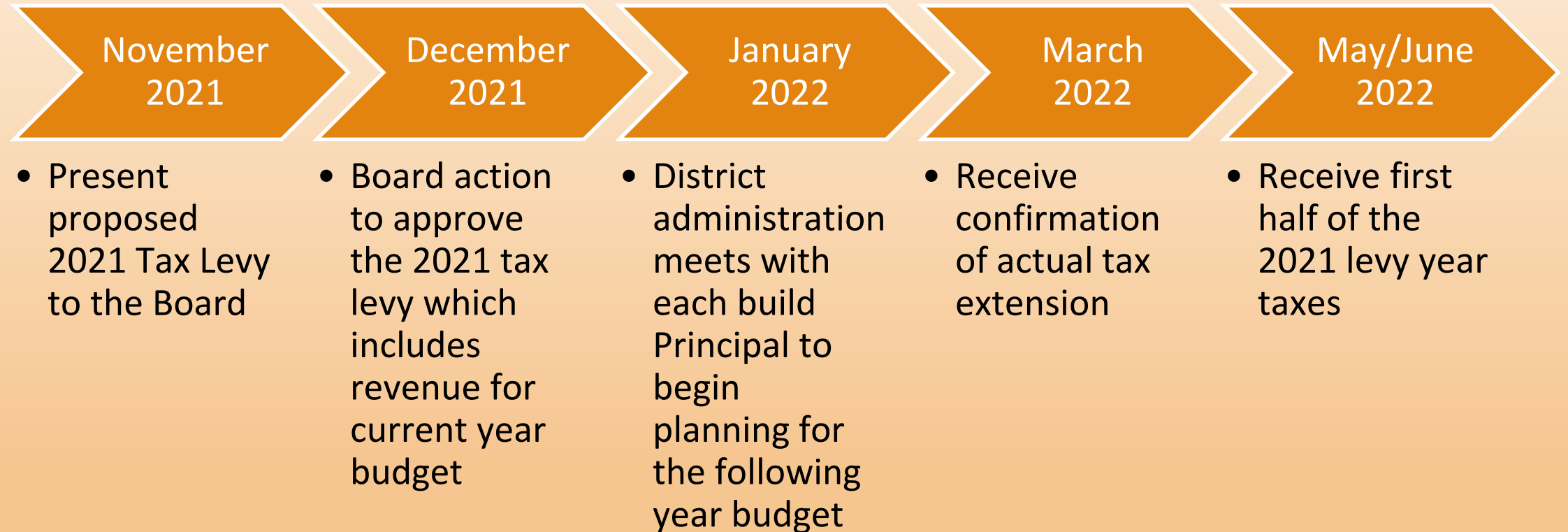
Dr. Trevor Chapman, *Principal* | Mrs. Nikki Maurer, *Associate Principal*

Mr. Jeff Barnard, *Asst. Principal* | Mr. Anthony Clark, *Asst. Principal* | Mrs. Courtney McClure, *Asst. Principal*
Mrs. Wendy Davis, *Asst. Principal* | Mr. Nic Kearfott, *Athletic Director*

AMENDED BUDGET 2021-2022

May 25, 2022

Budget Process



2021-22 Original vs. Amended

FUND	ORIGINAL BUDGET			AMENDED BUDGET		
	TOTAL REVENUE	TOTAL EXPENDITURES	NET CHANGE	TOTAL REVENUE	TOTAL EXPENDITURES	NET CHANGE
Educational	\$121,353,815	\$121,023,837	\$329,977	\$123,070,905	\$122,905,461	\$165,445
Operations & Maintenance	\$12,084,222	\$12,070,698	\$13,524	\$12,218,233	\$12,206,846	\$11,387
Debt Service	\$37,580,563	\$37,351,889	\$228,674	\$38,594,486	\$37,362,312	\$1,232,174
Transportation	\$10,028,501	\$13,284,274	(\$3,255,773)	\$11,263,301	\$12,537,665	(\$1,274,364)
Municipal Retirement / SS	\$4,689,631	\$4,758,418	(\$68,787)	\$4,788,342	\$4,898,418	(\$110,076)
Working Cash	\$1,146,265	\$12,500,000	(\$11,353,735)	\$45,304,741	\$11,282,750	\$34,021,991
Tort	\$5,776,604	\$5,774,680	\$1,924	\$5,782,894	\$5,833,180	(\$50,286)
Fire Prevention & Safety	\$1,146,265	\$5,600,000	(\$4,453,735)	\$1,146,545	\$5,600,000	(\$4,453,455)

2021-22 Amended Budget Highlights

Education Fund

- Food service revenue \$1,000,000 more than budget due to Federal reimbursement for all meals. That program has not been extended at this time.
- Corporate Personal Property Replacement Tax (CPPRT) - \$1,000,000 more than budget.
- Federal Grants revenue \$1,300,000 more than budget. Difference mainly due to timing of final grant allocations and ESSER reimbursements.
- Only required \$11,000,000 working cash abatement.

2021-22 Amended Budget Highlights

Operations and Maintenance

- Expected to balance but could finish with a small deficit.
- Contract negotiations finished after the original budget was adopted.

2021-22 Amended Budget Highlights

Transportation Fund

- State revenue was higher than budgeted due to less proration. Currently expect proration to return next year.
- First Student expense approximately \$1,400,000 lower than expected due to reduction in routes.

QUESTIONS?

**Requests for Information Pursuant to the Illinois Freedom of Information Act
The District has received and processed the following requests for information:**

1. Christine Davis, responded 05.09.22

PERSONNEL MATTERS - May 25th, 2022

Revisions appear in bold

Personnel Matters

Resignations/Retirements/Releases/Terminations

Last Name	First Name	Homebase	Assignment	Action	Effective
<u>Certified</u>					
Kuras	Amy	Cedar Ridge	Assistant Principal	Resignation	05/26/2022
Dinges	Abigail	Hoose	LBS1	Resignation	05/26/2022
Holtz	Elizabeth	Oakdale	Principal	Resignation	06/10/2022
Conrad	Alyssa	Pepper Ridge	Kindergarten	Resignation	05/26/2022
Carey	Jennifer	PJHS	7th Grade Science	Resignation	05/26/2022 ⁴
Veselak	Amy	NCHS	LBS1	Resignation	5/26/2022
<u>Educational Support Personnel</u>					
Baldwin	Johnathon	Grove	Para-Spec Ed	Resignation	5/26/2022
Jones	Ryan	Grove	Para-Spec Ed	Resignation	5/26/2022
Martinez	Christina	Hoose	Para-Spec Ed	Resignation	5/26/2022
Chee-Metternick	Renee	Oakdale	Noon Hour Supervisor	Resignation	5/25/2022
Antoniuk	Julia	Pepper Ridge	Noon Hour Supervisor	Resignation	5/25/2022
Christine	LaToya	Pepper Ridge	Noon Hour Supervisor	Resignation	5/25/2022
Mothikuru	Sathya	Sugar Creek	Noon Hour Supervisor	Resignation	5/25/2022
Ortiz	Kevin	EJHS	Para-Spec Ed	Resignation	6/6/2022
Donaldson	Michael	NCHS	Custodian	Resignation	05/20/2022
Atteberry	Charles	NCWHS	Para - Spec Ed	Resignation	05/26/2022
Olivares-Diaz	Domitila	Warehouse	Food Service - 173 Days	Resignation	05/26/2022

Employment		(R = Replacement; A = Additional; LR = Leave Replacement; RE=Reemployment)						
	Last Name	First Name	Homebase	Assignment	Step	Lane	FTE	Effective
<u>Certified</u>								
(RE)	Greenberg	Sarah	Brigham/ Cedar Ridge	SLP	Step 1	M+23	1.0	08/15/2022
(R)	Powell	Nicole	Hoose	LBS1	Step 11	M+0	1.0	08/15/2022
(R)	Boland	Maggie	Oakdale	4th Grade	Step 1	B+0	1.0	08/15/2022
(RE)	Smith	Melissa	Oakdale	2nd Grade	Step 12	M+48	1.0	08/15/2022
(R)	Wheeler	Samuel	Pepper Ridge/Oakdale	PE	Step 7	B+0	1.0	08/15/2022
(R)	Felix	Rhett	EJHS	LBS1	Step 4	M+6	1.0	08/15/2022
(R)	Jackson	Keanna	EJHS	SLP	Step 1	M+22	1.0	08/15/2022
(RE)	Borne	Tiffany	KJHS	6th Grade LA	Step 1	M+0	1.0	08/15/2022
(R)	Shannon	Janet	NCHS	SLP	Step 17	M+14	1.0	8/15/2022
(R)	Wegner	Jacob	NCHS	PE	Step 1	B+0	1.0	8/15/2022
(R)	Mapes	Amanda	NCWHS	LBS1	Step 4	B+0	1.0	8/15/2022
<u>Educational Support Personnel</u>								
(R)	Ehrich	Amy	Pepper Ridge/Brigham	Nurse - RN			1.0	08/15/2022
(R)	Debord	Jill	PJHS	Para - Spec Ed	Step 2		1.0	08/15/2022
(R)	Frosch	Jackson	PJHS	Para - Spec Ed	Step 1		1.0	08/15/2022
<u>Substitutes</u>								
Amani	Hadji							
Golebiowski	Alexander							
Haddock	Brianna							
Ludwig	Lauren							
Olson	Serina							
Wicklender	Alexis							
Zobel	Bailey							
Contract Revisions								
			Homebase		Revision			Effective

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<u>Certified</u>						
Zbrozek	Adam		Hoose		From Hoose/Principal - 10 Months to NCHS/Principal - 12 Months	07/01/2022
Stricklin	Julie		Oakdale		From Asst Principal to 5th Grade	08/15/2022
Palmer	Elisa		CJHS		From CJHS/Associate Principal to KJHS/Principal	7/1/2022
Martin-Boyd	Kimberly		EJHS		From Associate Principal To Principal	07/01/2022
Peterson	Jennifer		KJHS		From Step 6 To Step 9	08/15/2022
Thornton	Da'Tayven		NCWHS		From B+0 To B+12	8/15/2022
<u>Schedule B</u>						
Ford	Lucas, Non-UFEA		NCHS		Add-ASBA.5	8/18/2021 ¹⁶
Hirst	David, Non-UFEA		NCWHS		Add-MUAC	5/4/2022
<u>Educational Support Personnel</u>						
Knowles	Sherry		CJHS / EOP 9.5		From CJHS to Hoose	8/8/2022
Leave Requests						
		Homebase/Position		Leave Requested		Effective
<u>Certified</u>						
<u>Educational Support Personnel</u>						
Clegg	Scott		PJHS/Para Spec-Ed		Planned Extended Leave	2022-2023
Information Only						
Bennington	Marlys		Benjamin/Principal		From Benjamin To Towanda	08/01/2022
Brandt	Penny		Towanda/Nurse RN		From Towanda To Northpoint	2022-2023

Durdan	Michelle		EJHS/LBS1			From EJHS/LBS1		08/15/2022
						To PJHS/MTSS Interventionist		
Ellison	Aaron		KJHS/6th Grade Science			From KJHS/6th Grade Science		08/15/2022
						To CJHS 7th Grade SS/LA		
Hahn	Christina		EJHS/Correct Resignation Date			From 05/26/2022 To 04/28/2022		04/28/2022
Piercy	Nikki		EJHS/6th Grade LA			From EJHS/6th Grade LA To Sugar Creek/5th Grade		08/15/2022
Renchen	Jennifer		NCWHS/LBS1			From LBS1 To English		2022-2023
Southerd	Michele		EJHS/8th Grade SS/ Correct Retirement date			From June 2022 to June 2025		05/11/2022
Tierney	Aimee		NCHS/Para - Spec Ed			From NCHS To Field		08/15/2022
Wheeler	Alicia		Fairview/EOP 10mo			From Fairview To Glenn		08/01/2022
Wollenweber	Sarah		NCWHS/LBS1			From NCWHS To EJHS		08/15/2022
Wultzen	Maggie		EJHS/6th Grade - SS/LA			From EJHS/6th Grade - SS/LA		08/15/2022
						To Oakdale/5th Grade		

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report As of 04/30/2022

Fiscal Year: 2021-2022

ASSETS

Educational Fund		
Cash (+)		\$308,859.66
Other Assets (+)		\$110.00
Sub-total : Educational Fund		<u>\$308,969.66</u>
Operations & Maintenance Fund		
Cash (+)		\$65,461.73
Sub-total : Operations & Maintenance Fund		<u>\$65,461.73</u>
Debt Service Fund		
Cash (+)		\$888,361.32
Sub-total : Debt Service Fund		<u>\$888,361.32</u>
Transportation Fund		
Cash (+)		\$3,782,638.46
Sub-total : Transportation Fund		<u>\$3,782,638.46</u>
Social Security Fund		
Cash (+)		\$271,935.42
Sub-total : Social Security Fund		<u>\$271,935.42</u>
Municiple Retirement Fund		
Cash (+)		\$160,822.93
Sub-total : Municiple Retirement Fund		<u>\$160,822.93</u>
Working Cash Fund		
Cash (+)		\$10,281,567.12
Investments (+)		\$7,940,429.23
Interfund Receivables (+)		\$8,050,000.00
Sub-total : Working Cash Fund		<u>\$26,271,996.35</u>
Tort Immunity Fund		
Cash (+)		\$27,558.41
Other Assets (+)		\$16.00
Sub-total : Tort Immunity Fund		<u>\$27,574.41</u>
Life Safety Fund		
Cash (+)		\$29,142.98
Sub-total : Life Safety Fund		<u>\$29,142.98</u>
Total : ASSETS		\$31,806,903.26

LIABILITIES

Educational Fund		
Interfund Payables (+)		\$3,000,000.00
Payroll Withholdings (+)		\$420.10
Sub-total : Educational Fund		<u>\$3,000,420.10</u>

Balance Sheet

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report As of 04/30/2022

Fiscal Year: 2021-2022

<hr/>	
Operations & Maintenance Fund	
Interfund Payables (+)	\$3,200,000.00
Sub-total : Operations & Maintenance Fund	<hr/> \$3,200,000.00
Tort Immunity Fund	
Interfund Payables (+)	\$1,700,000.00
Sub-total : Tort Immunity Fund	<hr/> \$1,700,000.00
Life Safety Fund	
Interfund Payables (+)	\$150,000.00
Sub-total : Life Safety Fund	<hr/> \$150,000.00
Total : LIABILITIES	<hr/> \$8,050,420.10
FUND BALANCE	
Educational Fund	
Fund Balance (+)	\$12,816,819.67
Sub-total : Educational Fund	<hr/> \$12,816,819.67
Operations & Maintenance Fund	
Fund Balance (+)	\$1,087,786.00
Sub-total : Operations & Maintenance Fund	<hr/> \$1,087,786.00
Debt Service Fund	
Fund Balance (+)	\$18,569,040.07
Sub-total : Debt Service Fund	<hr/> \$18,569,040.07
Transportation Fund	
Fund Balance (+)	\$4,258,132.39
Sub-total : Transportation Fund	<hr/> \$4,258,132.39
Social Security Fund	
Fund Balance (+)	\$924,981.13
Sub-total : Social Security Fund	<hr/> \$924,981.13
Municiple Retirement Fund	
Fund Balance (+)	\$1,087,638.09
Sub-total : Municiple Retirement Fund	<hr/> \$1,087,638.09
Capital Projects Fund	
Fund Balance (+)	(\$19,240.00)
Sub-total : Capital Projects Fund	<hr/> (\$19,240.00)
Working Cash Fund	
Fund Balance (+)	\$35,817,228.14
Sub-total : Working Cash Fund	<hr/> \$35,817,228.14
Tort Immunity Fund	
Fund Balance (+)	\$603,479.29
<hr/>	

Balance Sheet

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report As of 04/30/2022

Fiscal Year: 2021-2022

Sub-total : Tort Immunity Fund	\$603,479.29
Life Safety Fund	
Fund Balance (+)	\$4,753,231.97
Sub-total : Life Safety Fund	\$4,753,231.97
NET CHANGE IN FUND BALANCE	
NET CHANGE IN FUND BALANCE (+)	(\$56,142,613.59)
Sub-total : NET CHANGE IN FUND BALANCE	(\$56,142,613.59)
Total : FUND BALANCE	\$23,756,483.16
Total LIABILITIES + FUND BALANCE	\$31,806,903.26

End of Report

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report For the Period 04/01/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/01/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
REVENUE COLLECTED					
Educational Fund					
Local Sources (+)	\$1,125,420.90	\$37,336,155.86	\$70,241,670.50	\$32,905,514.64	53.2%
State Sources (+)	\$2,340,791.02	\$20,865,354.79	\$24,907,486.80	\$4,042,132.01	83.8%
Federal Sources (+)	\$1,821,288.37	\$15,032,905.46	\$14,082,696.00	(\$950,209.46)	106.7%
Sub-total : Educational Fund	\$5,287,500.29	\$73,234,416.11	\$109,231,853.30	\$35,997,437.19	67.0%
Operations & Maintenance Fund					
Local Sources (+)	\$16,453.65	\$5,911,993.33	\$12,084,222.00	\$6,172,228.67	48.9%
State Sources (+)	\$0.00	\$37,567.50	\$0.00	(\$37,567.50)	0.0%
Federal Sources (+)	\$0.00	\$59,133.77	\$0.00	(\$59,133.77)	0.0%
Sub-total : Operations & Maintenance Fund	\$16,453.65	\$6,008,694.60	\$12,084,222.00	\$6,075,527.40	49.7%
Debt Service Fund					
Local Sources (+)	\$0.00	\$17,297,355.39	\$36,409,232.00	\$19,111,876.61	47.5%
Sub-total : Debt Service Fund	\$0.00	\$17,297,355.39	\$36,409,232.00	\$19,111,876.61	47.5%
Transportation Fund					
Local Sources (+)	\$0.00	\$2,178,837.25	\$4,586,062.00	\$2,407,224.75	47.5%
State Sources (+)	\$1,540,500.34	\$6,232,176.69	\$5,036,690.02	(\$1,195,486.67)	123.7%
Federal Sources (+)	\$410,914.00	\$410,914.00	\$425,000.00	\$14,086.00	96.7%
Sub-total : Transportation Fund	\$1,951,414.34	\$8,821,927.94	\$10,047,752.02	\$1,225,824.08	87.8%
Social Security Fund					
Local Sources (+)	\$91,630.15	\$1,587,235.78	\$2,806,717.00	\$1,219,481.22	56.6%
Sub-total : Social Security Fund	\$91,630.15	\$1,587,235.78	\$2,806,717.00	\$1,219,481.22	56.6%
Municiple Retirement Fund					
Local Sources (+)	\$0.00	\$861,718.92	\$1,882,914.00	\$1,021,195.08	45.8%
Sub-total : Municiple Retirement Fund	\$0.00	\$861,718.92	\$1,882,914.00	\$1,021,195.08	45.8%
Capital Projects Fund					
States Sources (+)	\$0.00	\$19,240.00	\$19,240.00	\$0.00	100.0%
Sub-total : Capital Projects Fund	\$0.00	\$19,240.00	\$19,240.00	\$0.00	100.0%
Working Cash Fund					
Local Sources (+)	\$343.08	\$553,668.21	\$1,146,265.00	\$592,596.79	48.3%
Sub-total : Working Cash Fund	\$343.08	\$553,668.21	\$1,146,265.00	\$592,596.79	48.3%
Tort Immunity Fund					
Local Sources (+)	\$832.66	\$2,767,948.51	\$5,776,604.00	\$3,008,655.49	47.9%
Federal Sources (+)	\$0.00	\$26,523.48	\$0.00	(\$26,523.48)	0.0%
Sub-total : Tort Immunity Fund	\$832.66	\$2,794,471.99	\$5,776,604.00	\$2,982,132.01	48.4%
Life Safety Fund					
Local Sources (+)	\$0.00	\$544,533.11	\$1,146,265.00	\$601,731.89	47.5%
Sub-total : Life Safety Fund	\$0.00	\$544,533.11	\$1,146,265.00	\$601,731.89	47.5%
Total : REVENUE COLLECTED	\$7,348,174.17	\$111,723,262.05	\$180,551,064.32	\$68,827,802.27	61.9%

EXPENDITURES PAID

Educational Fund

Operating Statement with Budget

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report For the Period 04/01/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/01/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Salaries (-)	\$7,364,416.67	\$73,606,517.01	\$88,661,200.53	\$15,054,683.52	83.0%
Employee Benefits (-)	\$1,341,985.08	\$13,413,807.60	\$15,736,007.78	\$2,322,200.18	85.2%
Purchased Services (-)	\$333,694.92	\$1,868,612.27	\$2,607,951.96	\$739,339.69	71.7%
Supplies and Materials (-)	\$787,719.79	\$4,858,472.35	\$6,795,381.02	\$1,936,908.67	71.5%
Capital Outlay (-)	\$131,308.40	\$1,514,183.42	\$1,395,706.40	(\$118,477.02)	108.5%
Other Objects (-)	\$316,096.91	\$3,471,601.24	\$5,624,625.00	\$2,153,023.76	61.7%
Non-Capitalized Equipment (-)	\$430.00	\$128,794.29	\$140,590.00	\$11,795.71	91.6%
Sub-total : Educational Fund	(\$10,275,651.77)	(\$98,861,988.18)	(\$120,961,462.69)	(\$22,099,474.51)	81.7%
Operations & Maintenance Fund					
Salaries (-)	\$500,365.11	\$5,243,405.46	\$6,508,552.87	\$1,265,147.41	80.6%
Employee Benefits (-)	\$83,543.89	\$841,154.19	\$1,036,364.00	\$195,209.81	81.2%
Purchased Services (-)	\$98,013.34	\$966,118.25	\$1,099,754.00	\$133,635.75	87.8%
Supplies and Materials (-)	\$283,991.13	\$2,824,903.63	\$2,894,971.00	\$70,067.37	97.6%
Capital Outlay (-)	\$7,469.15	\$39,370.04	\$200,000.00	\$160,629.96	19.7%
Other Objects (-)	\$0.00	\$2,339.50	\$2,000.00	(\$339.50)	117.0%
Non-Capitalized Equipment (-)	\$0.00	\$16,071.55	\$30,000.00	\$13,928.45	53.6%
Sub-total : Operations & Maintenance Fund	(\$973,382.62)	(\$9,933,362.62)	(\$11,771,641.87)	(\$1,838,279.25)	84.4%
Debt Service Fund					
Other Objects (-)	\$0.00	\$36,157,788.43	\$37,351,889.24	\$1,194,100.81	96.8%
Sub-total : Debt Service Fund	\$0.00	(\$36,157,788.43)	(\$37,351,889.24)	(\$1,194,100.81)	96.8%
Transportation Fund					
Salaries (-)	\$19,562.82	\$167,285.52	\$194,590.45	\$27,304.93	86.0%
Employee Benefits (-)	\$3,482.92	\$32,957.92	\$39,300.00	\$6,342.08	83.9%
Purchased Services (-)	\$1,540,333.49	\$7,238,003.57	\$11,109,651.00	\$3,871,647.43	65.2%
Supplies and Materials (-)	\$185,429.73	\$956,283.91	\$1,105,000.00	\$148,716.09	86.5%
Capital Outlay (-)	\$0.00	\$397,744.00	\$400,000.00	\$2,256.00	99.4%
Other Objects (-)	\$4.00	\$487,642.85	\$487,561.42	(\$81.43)	100.0%
Non-Capitalized Equipment (-)	\$0.00	\$17,504.10	\$30,000.00	\$12,495.90	58.3%
Sub-total : Transportation Fund	(\$1,748,812.96)	(\$9,297,421.87)	(\$13,366,102.87)	(\$4,068,681.00)	69.6%
Social Security Fund					
Employee Benefits (-)	\$219,958.73	\$2,240,281.49	\$2,526,982.36	\$286,700.87	88.7%
Sub-total : Social Security Fund	(\$219,958.73)	(\$2,240,281.49)	(\$2,526,982.36)	(\$286,700.87)	88.7%
Municiple Retirement Fund					
Employee Benefits (-)	\$156,844.67	\$1,788,534.08	\$2,231,435.83	\$442,901.75	80.2%
Sub-total : Municiple Retirement Fund	(\$156,844.67)	(\$1,788,534.08)	(\$2,231,435.83)	(\$442,901.75)	80.2%
Tort Immunity Fund					
Salaries (-)	\$210,448.10	\$2,089,165.47	\$2,505,494.05	\$416,328.58	83.4%
Employee Benefits (-)	\$67,079.96	\$806,979.40	\$635,585.51	(\$171,393.89)	127.0%
Purchased Services (-)	\$448,391.95	\$2,045,943.09	\$2,377,300.00	\$331,356.91	86.1%
Supplies and Materials (-)	\$3,778.75	\$83,898.33	\$70,000.00	(\$13,898.33)	119.9%
Capital Outlay (-)	\$0.00	\$40,368.55	\$9,000.00	(\$31,368.55)	448.5%
Other Objects (-)	\$0.00	\$1,149.98	\$171,400.00	\$170,250.02	0.7%
Non-Capitalized Equipment (-)	\$2,184.00	\$2,872.05	\$5,900.00	\$3,027.95	48.7%

Operating Statement with Budget

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Treasurer's Report For the Period 04/01/2022 through 04/30/2022

Fiscal Year: 2021-2022

	<u>04/01/2022 - 04/30/2022</u>	<u>Year To Date</u>	<u>Budget</u>	<u>Budget Balance</u>	
Sub-total : Tort Immunity Fund	(\$731,882.76)	(\$5,070,376.87)	(\$5,774,679.56)	(\$704,302.69)	87.8%
Life Safety Fund					
Purchased Services (-)	\$0.00	\$339,961.18	\$560,414.00	\$220,452.82	60.7%
Capital Outlay (-)	\$0.00	\$5,078,660.92	\$5,039,586.00	(\$39,074.92)	100.8%
Sub-total : Life Safety Fund	\$0.00	(\$5,418,622.10)	(\$5,600,000.00)	(\$181,377.90)	96.8%
Total : EXPENDITURES PAID	(\$14,106,533.51)	(\$168,768,375.64)	(\$199,584,194.42)	(\$30,815,818.78)	84.6%
OTHER FINANCING SOURCES (USES)					
Educational Fund					
Transfers In (+)	\$0.00	\$11,000,000.00	\$12,500,000.00	\$1,500,000.00	88.0%
Transfers Out (-)	\$0.00	\$880,698.04	\$872,275.10	(\$8,422.94)	101.0%
Sub-total : Educational Fund	\$0.00	\$10,119,301.96	\$11,627,724.90	\$1,508,422.94	87.0%
Operations & Maintenance Fund					
Proceeds From Capital Asset Disposal (+)	\$0.00	\$1,400.00	\$0.00	(\$1,400.00)	0.0%
Transfers Out (-)	\$0.00	\$299,056.25	\$299,056.25	\$0.00	100.0%
Sub-total : Operations & Maintenance Fund	\$0.00	(\$297,656.25)	(\$299,056.25)	(\$1,400.00)	99.5%
Debt Service Fund					
Transfers In (+)	\$0.00	\$1,179,754.29	\$1,171,331.35	(\$8,422.94)	100.7%
Sub-total : Debt Service Fund	\$0.00	\$1,179,754.29	\$1,171,331.35	(\$8,422.94)	100.7%
Working Cash Fund					
Bonds Sold (+)	\$901,100.00	\$901,100.00	\$0.00	(\$901,100.00)	0.0%
Transfers Out (-)	\$0.00	\$11,000,000.00	\$12,500,000.00	\$1,500,000.00	88.0%
Sub-total : Working Cash Fund	\$901,100.00	(\$10,098,900.00)	(\$12,500,000.00)	(\$2,401,100.00)	80.8%
Total : OTHER FINANCING SOURCES (USES)	\$901,100.00	\$902,500.00	\$0.00	(\$902,500.00)	0.0%
NET CHANGE IN FUND BALANCE	(\$5,857,259.34)	(\$56,142,613.59)	(\$19,033,130.10)	\$37,109,483.49	295.0%

End of Report

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Self-Funded Insurance As of 04/30/2022

Fiscal Year: 2021-2022

ASSETS

Current Assets

Cash In Bank (+) \$3,223,671.33

Accounts Receivable (+) \$10,863.00

Sub-total : Current Assets \$3,234,534.33

Total : ASSETS

\$3,234,534.33

LIABILITIES

Current Liabilities

Other Current Liabilities (+) \$4,002.08

Sub-total : Current Liabilities \$4,002.08

Total : LIABILITIES

\$4,002.08

FUND BALANCE

Fund Balance

Fund Balance (+) \$2,977,083.88

Sub-total : Fund Balance \$2,977,083.88

NET CHANGE IN FUND BALANCE

NET CHANGE IN FUND BALANCE \$253,448.37

(+)

Sub-total : NET CHANGE IN FUND BALANCE \$253,448.37

Total : FUND BALANCE

\$3,230,532.25

Total LIABILITIES + FUND BALANCE

\$3,234,534.33

End of Report

CUSD No. 5, McLean and Woodford Counties, Illinois

Unit 5 Self-Funded Insurance For the Period 04/01/2022 through 04/30/2022

Fiscal Year: 2021-2022

	04/01/2022 - 04/30/2022	Year To Date
REVENUE COLLECTED		
Revenue From Payroll		
Board Contributions (+)	\$1,057,415.00	\$10,472,683.25
Employee Contributions (+)	\$270,938.12	\$2,753,983.79
Sub-total : Revenue From Payroll	<u>\$1,328,353.12</u>	<u>\$13,226,667.04</u>
Revenue From Other Sources		
Retiree Contributions (+)	\$3,074.00	\$501,338.27
Cobra Contributions (+)	\$1,551.00	\$24,428.00
Interest & Dividends (+)	\$500.10	\$2,404.05
Sub-total : Revenue From Other Sources	<u>\$5,125.10</u>	<u>\$528,170.32</u>
Total : REVENUE COLLECTED	<u>\$1,333,478.22</u>	<u>\$13,754,837.36</u>
EXPENDITURES PAID		
Operating Expenditures		
Heath Ins Claims (-)	\$1,278,236.39	\$12,352,605.20
HSA Contributions (-)	\$7,335.62	\$75,491.80
Health Ins Admin Fees (-)	\$102,057.34	\$1,017,608.36
Other Fees & Expense (-)	\$7,937.78	\$55,683.63
Sub-total : Operating Expenditures	<u>(\$1,395,567.13)</u>	<u>(\$13,501,388.99)</u>
Total : EXPENDITURES PAID	<u>(\$1,395,567.13)</u>	<u>(\$13,501,388.99)</u>
NET CHANGE IN FUND BALANCE	<u>(\$62,088.91)</u>	<u>\$253,448.37</u>

End of Report

Comprehensive Health Education Program

105 ILCS 110/3 requires the District to implement a Comprehensive Health Education Program. Comprehensive Health Education Program is a systematic and extensive educational program designed to provide a variety of learning experiences based upon scientific knowledge of the human organism as it functions within its environment which will favorably influence the knowledge, attitudes, values and practices of Illinois [students]; and which will aid [students] in making wise personal decisions in matters of health.

Unless limited to specific grades, the following major educational areas are the basis for curricula in the District's Comprehensive Health Education Program in all elementary and secondary schools:

1. Human ecology and health;
2. Human growth and development;
3. In all grades, age-appropriate sexual abuse and assault awareness and prevention education. Pursuant to 105 ILCS 5/27-13.2, no student in grades pre-K through 8 shall be required to take or participate in any instruction for *recognizing and avoiding* sexual abuse if the student's parent/guardian submits written objection thereto. Refusal to participate in the instruction shall not be reason for failing, suspending, or expelling the student. Through grade 12, an age-appropriate and evidence-informed curriculum pursuant to *Erin's Law* will provide instruction pursuant to policy 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*. The Superintendent must ensure all parent(s)/guardian(s) of students in any of grades K through 8 receive not less than five days' written notice before commencing the instruction.
4. In all grades, a minimum of 16 hours of safety education in the courses of study regularly taught with instruction about:
 - a. Automobile safety, including traffic regulations, highway safety, and the consequences of alcohol consumption and the operation of a motor vehicle;
 - b. Safety in the home;
 - c. Safety in connection with recreational activities;
 - d. Safety in and around school buildings;
 - e. Safety in connection with vocational work or training;
 - f. For students in grades 9 through 11, CPR subject to the excusal limitations in the first aid item 26, below; and
 - g. For students in grades 6 through 8, CPR and how to use an AED by watching a training video on those subjects.
5. In all grades, tobacco and e-cigarettes and other vapor devices;
6. In grades K through 8, education must be available to students concerning effective methods of preventing and avoiding traffic injuries related to walking and bicycling.

7. In grades K through 8, instruction, study, and discussion of effective methods for the prevention and avoidance of drugs and the dangers of opioid and substance abuse that are integrated into the curricula and designed to promote effective methods for the prevention and avoidance of drug and substance abuse.
8. In grades K through 8, annual instruction on the danger of and how to avoid abduction as part of the District's regular curriculum.
9. In grades 5 through 12, alcohol and drug use and abuse, including the medical and legal ramifications of alcohol, drug, and tobacco use that integrates into existing curricula, instruction related to:
 - a. The physical and legal effects and ramifications of drug and substance abuse (including use during pregnancy);
 - b. Ill. State Board of Education (ISBE) instructional materials and guidelines developed to assist the District with incorporating this instruction topic into its curricula; and
 - c. Either as part of existing curricula during the school day or as part of an after-school program, support services and instruction for students who are or students whose parent(s)/guardian(s) are chemically dependent.
10. In grades 6-12, parenting education that includes instruction in the following:
 - a. Child growth and development, including prenatal development.
 - b. Childbirth and child care.
 - c. Family structure, function, and management.
 - d. Prenatal and postnatal care for mothers and infants.
 - e. Prevention of child abuse.
 - f. The physical, mental, emotional, social, economic, and psychological aspects of interpersonal and family relationships.
 - g. Parenting skill development.
11. Family life, specifically its emotional, psychological, physiological, hygienic and social responsibilities, including sexual abstinence until marriage and evidence-based and medically accurate information regarding sexual abstinence; and in grades 6 through 12, instruction on the prevention, transmission, and spread of AIDS. No student shall be required to take or participate in any class or course on family life or AIDS prevention instruction if the student's parent/guardian submits written objection to taking or participating in the family life course or AIDS prevention instruction. Refusal to take or participate in the family life course or AIDS prevention instruction shall not be reason for suspension or expulsion of the student. See 6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs*.

12. Comprehensive sexual health education (NSES) in grades 8 and 9. No student shall be required to take or participate in any NSES class or course, and a student's parent/guardian may opt the student out of NSES by submitting the request in writing or using 6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs*. Refusal to take or participate in an NSES course or program may not be a reason for disciplinary action, academic penalty, suspension, or expulsion or any other sanction of a student. Active parental consent for their child to participate in NSES is not required; however, because NSES mandates instruction about sexual violence (defined to include sexual abuse) and instruction in recognizing and avoiding sexual abuse required by 105 ILCS 5/27-13.2 requires a minimum of five days' notice to parents/guardians of students in grades K through 8, the District will notify students in grades K through 8 using the **Notice of Sexual Abuse and Assault Awareness and Prevention Education** subhead of 6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs*. See also 6:60-AP2, *Comprehensive Sexual Health Education Program (Grades 8 & 9) (National Sex Education Standards (NSES))*.
13. Course materials and instruction to advise students about the Abandoned Newborn Infant Protection Act, 325 ILCS 2/;
14. The prevention and control of disease;
15. In grades 7 through 12, teen dating violence awareness;
16. In grades 7 through 12, instruction about the prevention of abuse of anabolic steroids in science, health, drug abuse, physical education or other appropriate courses of study. Instruction shall emphasize that the use of anabolic steroids presents a serious health hazard to persons who use steroids to enhance athletic performance or physical development. In addition, coaches and sponsors of interscholastic athletic programs shall provide instruction on steroid abuse prevention to students participating in these programs.
17. In grade 9 or 10, one unit of instruction in either grade about donations and transplants of organs/tissue and blood, except if a student's parent/guardian files written objection on constitutional grounds, but refusal to take or participate in the instruction shall not be reason for suspension or expulsion of a student or result in any academic penalty.
18. Public and environmental health;
19. Consumer health;
20. Safety education and disaster survival;
21. Mental health and illness that evaluates the multiple dimensions of health by reviewing the relationship between physical and mental health to enhance student understanding, attitudes, and behaviors that promote health, well-being, and human dignity.
22. Personal health habits;
23. Nutrition;
24. Dental health;

25. Cancer, including, without limitation, types of cancer, signs and symptoms, risk factors, the importance of early prevention and detection, and information on where to go for help;
26. Basic first aid including, but not limited to:
 - a. Cardiopulmonary resuscitation (CPR) and the Heimlich maneuver, including training on how to properly administer CPR in accordance with standards of the American Red Cross, the American Heart Association, or another nationally recognized certifying organization, except if a student's parent/guardian submits written objection, but refusal to participate in the training shall not be a reason for suspension or expulsion of the student; and
 - b. In secondary schools, how to use an automated external defibrillator (AED) shall be included, except if a student's parent/guardian submits written objection, but refusal to participate in the training shall not be a reason for suspension or expulsion of the student.
27. Heart disease;
28. Diabetes;
29. Stroke;
30. The prevention of child abuse and neglect;
31. Suicide prevention pursuant to policy 7:290, *Suicide and Depression Awareness and Prevention*;
32. All students shall receive age-appropriate instruction on motor vehicle safety and litter control.

Notice to Parent/Guardian; Requirements; Written Objection(s) and/or Opt-outs

Refusal to take or participate in any course or program that allows parents/guardians to object in writing and/or opt their children out shall not be reason for disciplinary action or academic penalty to the student. The District will provide 6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs* to parents/guardians wishing to provide written objection or opt out of content in the Comprehensive Health Education Program.

LEGAL REF.: 105 ILCS 110/, Comprehensive Critical Health Problems and Comprehensive Health Education Act.

ADMIN PROC.: 6:60-AP2 (Comprehensive Personal Health and Safety and Sexual Health Education Program (National Sex Education Standards (NSES))); 6:60-AP3 (Developmentally Appropriate Consent Education)

Comprehensive Sexual Health Education Program (Grades 8 & 9)
(National Sex Education Standards (NSES))

The District offers an NSES Program in grades 8 & 9 based upon 105 ILCS 5/27-9.1a, added by P.A. 102-522. More information about NSES is available at:

www.advocatesforyouth.org/resources/health-information/future-of-sex-education-national-sexuality-education-standards/, and www.advocatesforyouth.org/wp-content/uploads/2021/08/NSES-2020-web-updated.pdf.

Comprehensive sexual health education means for students in grades 6 through 12, “age and developmentally appropriate education that aligns with the National Sex Education Standards, including information on consent and healthy relationships, anatomy and physiology, puberty and adolescent sexual development, gender identity and expression, sexual orientation and identity, sexual health, and interpersonal violence.”

Active parent/guardian consent for students to participate in this NSES Program is not required, but a student’s parent/guardian may opt the student out of it by submitting a request in writing pursuant to 6:60-AP1, E1, *Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs*. In grades K through 8, 105 ILCS 5/27-13.2 requires parental notification of sexual abuse prevention instruction and allows a parent to submit a written objection to age-appropriate instruction for recognizing and avoiding sexual abuse, which NSES requires. Students whose parents choose to not have them participate in the NSES Program or, for students in grades K through 8, whose parents submit a written objection to sexual abuse prevention instruction, will be provided an alternative assignment.

Anyone may review the scope and sequence of instructional materials for the NSES Program classes or courses, either electronically or in person. The NSES Program curriculum, and the name and contact information, including an email address, of District staff members who can respond to inquiries about the NSES Program are annually posted on the District’s Internet website.

This administrative procedure contains four sections as follows:

1. Glossary of Terms
2. NSES Program Curriculum
3. Ill. State Board of Education (ISBE) Resource Materials; NSES Program Learning Standards
4. Reporting NSES Program Instruction to ISBE

Glossary of Terms

The current Definitions of 105 ILCS 5/27-9.1a(a) are incorporated here by reference.

Adapt - To modify an evidence-based or evidence-informed NSES Program model for use with a particular demographic, ethnic, linguistic, or cultural group.

Age and developmentally appropriate - Suitable to particular ages or age groups of children and adolescents, based on the developing cognitive, emotional, and behavioral capacity typical for the age or age group.

Characteristics of effective NSES Programs - Includes development, content, and implementation of such NSES Programs that (i) have been shown to be effective in terms of increasing knowledge, clarifying values and attitudes, increasing skills, and impacting behavior, (ii) are widely recognized by leading medical and public health agencies to be effective in changing sexual behaviors that lead to sexually transmitted infections, including HIV, unintended pregnancy, interpersonal violence, and sexual violence among young people, and (iii) are taught by professionals who provide a safe learning space, free from shame, stigma, and ideology and are trained in trauma-informed teaching methodologies.

Complete - Information that aligns with the National Sex Education Standards, including information on consent and healthy relationships, anatomy and physiology, puberty and adolescent sexual development, gender identity and expression, sexual orientation and identity, sexual health, and interpersonal violence.

Comprehensive personal health and safety education - See introduction, above.

Comprehensive sexual health education - See introduction, above.

Consent - An affirmative, knowing, conscious, ongoing, and voluntary agreement to engage in interpersonal, physical, or sexual activity, which can be revoked at any point, including during the course of interpersonal, physical, or sexual activity.

Culturally appropriate - Affirming culturally diverse individuals, families, and communities in an inclusive, respectful, and effective manner, including materials and instruction that are inclusive of race, ethnicity, language, cultural background, immigration status, religion, disability, gender, gender identity, gender expression, sexual orientation, and sexual behavior.

Evidence-based NSES Program - A Program for which systematic, empirical research or evaluation has provided evidence of effectiveness.

Evidence-informed NSES Program - A Program that uses the best available research and practice knowledge to guide NSES Program design and implementation.

Gender stereotype - A generalized view or preconception about what attributes, characteristics, or roles are or ought to be taught, possessed by, or performed by people based on their gender identity.

Healthy relationships - Relationships between individuals that consist of mutual respect, trust, honesty, support, fairness, equity, separate identities, physical and emotional safety, and good communication.

Identity - People's understanding of how they identify their sexual orientation, gender, gender identity, or gender expression without stereotypes, shame, or stigma.

Inclusive - Inclusion of marginalized communities that include, but are not limited to, people of color, immigrants, people of diverse sexual orientations, gender identities, and gender expressions, people who are intersex, people with disabilities, people who have experienced interpersonal or sexual violence, and others.

Interpersonal violence - Violent behavior used to establish power and control over another person.

Medically accurate - Verified or supported by the weight of research conducted in compliance with accepted scientific methods and published in peer-reviewed journals, if applicable, or comprising information recognized as accurate and objective.

Pre-exposure Prophylaxis (PrEP) - Medications approved by the federal Food and Drug Administration (FDA) and recommended by the United States Public Health Service or the federal Centers for Disease Control and Prevention for HIV pre-exposure prophylaxis and related pre-exposure prophylaxis services, including, but not limited to, HIV and sexually transmitted infection screening, treatment for sexually transmitted infections, medical monitoring, laboratory services, and sexual health counseling, to reduce the likelihood of HIV infection for individuals who are not living with HIV but are vulnerable to HIV exposure.

Post-exposure Prophylaxis (PeP) - Medications that are recommended by the federal Centers for Disease Control and Prevention and other public health authorities to help prevent HIV infection after potential occupational or non-occupational HIV exposure.

Sexual violence - Discrimination, bullying, harassment, including sexual harassment, sexual abuse, sexual assault, intimate partner violence, incest, rape, and human trafficking.

Trauma informed - To address vital information about sexuality and well-being that takes into consideration how adverse life experiences may potentially influence a person's well-being and decision making.

NSES Program Curriculum

The District may use guest lecturers or resource persons, including outside consultants, community groups, or organizations, to provide instruction or presentations in accordance with 105 ILCS 5/10-22.34b, and their materials may not conflict with the provisions of State law. The District may adapt the age and developmentally appropriate, medically accurate, complete, culturally appropriate, inclusive, and trauma-informed curriculums to meet the specific needs of the community. All course materials and instruction for teaching the NSES Program must be:

1. Age and developmentally appropriate, medically accurate, complete, culturally appropriate, inclusive, and trauma informed.
2. A replica of an evidence-based or evidence-informed NSES program or substantially incorporate elements of evidence-based NSES programs or evidence-informed NSES programs or characteristics of effective NSES programs.
3. Inclusive and sensitive to the needs of students based on their status as pregnant or parenting, living with STIs, including HIV, sexually active, asexual, or intersex or based on their gender, gender identity, gender expression, sexual orientation, sexual behavior, or disability.
4. Accessible to students with disabilities, which may include the use of a modified curriculum, materials, instruction in alternative formats, assistive technology, and auxiliary aids.
5. Helpful to students for developing self-advocacy skills for effective communication with parents or guardians, health and social service professionals, other trusted adults, and peers about sexual health and relationships.

6. Helpful to students by providing them with information to develop skills for developing healthy relationships and preventing and dealing with interpersonal violence and sexual violence.
7. Helpful to students by providing them with information to safely use the Internet, including social media, dating or relationship websites or applications, and texting.
8. Informative about local resources where students can obtain additional information and confidential services related to parenting, bullying, interpersonal violence, sexual violence, suicide prevention, sexual and reproductive health, mental health, substance abuse, sexual orientation, gender identity, gender expression, and other related issues.
9. Informative about State laws related to minor confidentiality and minor consent, including exceptions, consent education, mandated reporting of child abuse and neglect, the safe relinquishment of a newborn child, minors' access to confidential health care and related services, school policies addressing the prevention of and response to interpersonal and sexual violence, school breastfeeding accommodations, and school policies addressing the prevention of and response to sexual harassment.
10. Neutral and not reflect or promote bias against any person on the basis of the person's race, ethnicity, language, cultural background, citizenship, religion, HIV status, family structure, disability, gender, gender identity, gender expression, sexual orientation, or sexual behavior.
11. Prohibitive of employing gender stereotypes.
12. Inclusive of and may not be insensitive or unresponsive to the needs of survivors of interpersonal violence and sexual violence.
13. Neutral and not proselytize any religious doctrine.
14. Informative and not deliberately withhold health-promoting or life-saving information about culturally appropriate health care and services, including reproductive health services, hormone therapy, and FDA-approved treatments and options, including, but not limited to, Pre-exposure Prophylaxis (PrEP) and Post-exposure Prophylaxis (PeP).
15. Consistent with the ethical imperatives of medicine and public health.

Ill. State Board of Education (ISBE) Resource Materials; NSES Program Learning Standards

Rigorous learning standards for (a) comprehensive personal health and safety education for students in grades kindergarten through 5, and (b) comprehensive sexual health education for students in grades 6 through 12, including, but not limited to, all of the National Sex Education Standards, including information on consent and healthy relationships, anatomy and physiology, puberty and adolescent sexual development, gender identity and expression, sexual orientation and identity, sexual health, and interpersonal violence, as authored by the Future of Sex Education Initiative. As the National Sex Education Standards are updated, ISBE shall update these learning standards. ISBE, in consultation with youth, parents, sexual health and violence prevention experts, health care providers, advocates, and education practitioners, including, but not limited to, administrators, regional superintendents of schools, teachers, and school support personnel, shall develop and adopt rigorous learning standards in the area of comprehensive personal health and safety education for students grades K through 5 and comprehensive sexual health education for pupils in grades 6 through 12, including, but not limited to, all of the NSES, including information

on consent and healthy relationships, anatomy and physiology, puberty and adolescent sexual development, gender identity and expression, sexual orientation and identity, sexual health, and interpersonal violence, as authored by the Future of Sex Education Initiative. As the NSES are updated, ISBE must update its learning standards.

Reporting NSES Program Instruction to ISBE

When reporting mechanisms exist, the District will report to ISBE:

1. Whether the District provides this NSES Program;
2. Who provided the instruction: a teacher in the school(s), a consultant, or a community group or organization, along with the name of the outside consultant, community group, or organization;
3. The number of students receiving instruction;
4. The number of students excused from instruction; and
5. The duration of instruction.

ISBE reports the results of this inquiry to the General Assembly annually, for a period of five years beginning on 8-20-22.

Developmentally Appropriate Consent Education

The District offers age and developmentally appropriate consent education in grades K through 12 pursuant to 105 ILCS 5/27-9.1b, added by P.A. 102-522. This administrative procedure contains two sections as follows:

1. Glossary of Terms
2. Developmentally Appropriate Consent Education Curriculum

Glossary of Terms

The current Definitions of 105 ILCS 5/27-9.1a(a) are incorporated here by reference.

Age and developmentally appropriate - Suitable to particular ages or age groups of children and adolescents, based on the developing cognitive, emotional, and behavioral capacity typical for the age or age group.

Consent - An affirmative, knowing, conscious, ongoing, and voluntary agreement to engage in interpersonal, physical, or sexual activity, which can be revoked at any point, including during the course of interpersonal, physical, or sexual activity.

Developmentally Appropriate Consent Education Curriculum

In grades K through 5, instruction and materials shall include age and developmentally appropriate instruction on consent and how to give and receive consent, including a discussion that includes, but is not limited to, all of the following:

1. Setting appropriate physical boundaries with others.
2. Respecting the physical boundaries of others.
3. The right to refuse to engage in behaviors or activities that are uncomfortable or unsafe.
4. Dealing with unwanted physical contact.
5. Helping a peer deal with unwanted physical contact.

In grades 6 through 12, instruction and materials shall include age and developmentally appropriate instruction on consent and how to give and receive consent, including a discussion that includes, but is not limited to, all of the following:

1. That consent is a freely given agreement to sexual activity.
2. That consent to one particular sexual activity does not constitute consent to other types of sexual activities.
3. That a person's lack of verbal or physical resistance or submission resulting from the use or threat of force does not constitute consent.
4. That a person's manner of dress does not constitute consent.

5. That a person's consent to past sexual activity does not constitute consent to future sexual activity.
6. That a person's consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another person.
7. That a person can withdraw consent at any time.
8. That a person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to certain circumstances that include, but are not limited to when the person is:
 - a. Incapacitated due to the use or influence of alcohol or drugs;
 - b. Asleep or unconscious;
 - c. A minor; or
 - d. Incapacitated due to a mental disability.
9. The legal age of consent in this State.

Exhibit - Notice to Parents/Guardians of Sexual Abuse and Assault Awareness and Prevention Education; Requests to Examine Materials; Written Objection(s) and/or Opt-outs

Date _____

Class and Time _____

Teacher _____

Notice of Sexual Abuse and Assault Awareness and Prevention Education

In grades pre-kindergarten through 12, State law requires the District to provide age-appropriate sexual abuse and assault awareness and prevention education (105 ILCS 110/3). No student in grades K through 8 shall be required to take or participate in any instruction for recognizing and avoiding sexual abuse if the student's parent/guardian submits written objection and refusal to participate in the instruction (105 ILCS 5/27-13.2).

This is your minimum five-day notice that this instruction will begin for your child.

Request to Examine 105 ILCS 110/3 (Family Life and/or Abstinence and Contraception) and/or 105 ILCS 5/27-9.1a (National Sex Ed Standards (NSES)) Materials

A sample of the District's instructional materials and course outline for family life and/or abstinence and contraception instructional materials are available from the classroom teacher for your inspection. If you are requesting to examine this material, please check the box below and return it to your child's classroom teacher within calendar five days.

The scope and sequence of instructional materials for NSES is posted on the District's Internet website, along with the name and contact information, including an email address, of staff members who can respond to your inquiries. You may request to see NSES instructional materials in person by checking the box below.

- I request to examine the instructional materials and course outline for Family Life classes.**
- I request to examine, in person, the instructional materials to be used for NSES.**

Written Objection(s) and/or Opt-outs

No student is required to take or participate in the following classes or courses, and no penalty exists for refusing to take or participate in such a course or program. However, students whose parents choose not to have them take or participate in one or more of the following classes will be provided an alternative assignment.

If you do not want your child to participate in these classes or courses, please complete the following request and return it to your child's classroom teacher within five school days.

I request that the District opt-out my child for and/or object in writing to class attendance about:

(Check the main box and any or all sub-category boxes that apply to your objection or opt-out)

- 105 ILCS 5/27-13.2 allows me to object to my child, who is in grades K through 8, from learning age-appropriate instruction for recognizing and avoiding sexual abuse; I understand once my child enters grades 9 through 12, I may no longer object

- 105 ILCS 5/10-23.13, amended by P.A. 102-610 (*Erin's Law*), and see policy 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*

- 105 ILCS 5/27-9.1a(b)(6), (8), (9), and (12), added by P.A. 102-522 (NSES includes sexual abuse education under the term sexual violence)

- 105 ILCS 110/3 (age-appropriate sexual abuse and assault awareness and prevention)

- Family life (psychological, physiological, hygienic and social responsibilities, including sexual abstinence until marriage) (105 ILCS 110/3)
 - Evidence-based and medically accurate information regarding sexual abstinence (105 ILCS 110/3)

- AIDS, including in grades 6 through 12, its prevention, transmission and spread (105 ILCS 110/3)

- NSES (See 6:60-AP2, *Comprehensive Sexual Health Education Program (National Sex Education Standards (NSES))*) (105 ILCS 5/27-9.1a(d), added by P.A. 102-522)
- Donations and transplants of organs/tissue and blood organ/tissue transplantation (105 ILCS 5/27-23.5)
- CPR and the Heimlich maneuver, including training on how to properly administer CPR in accordance with standards of the American Red Cross, the American Heart Association, or another nationally recognized certifying organization (105 ILCS 110/3)
- How to use an AED (105 ILCS 110/3)

Student (*please print*)

Parent/Guardian (*please print*)

Parent/Guardian Signature

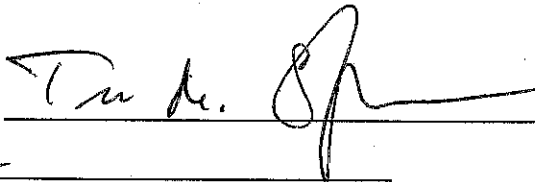
Date

Exhibit - Overnight Trip Request Form

This form is to be submitted to the Board of Education for prior approval of all trips by students that involve overnight stays, out-of-state destinations, and/or a distance of 200 or more miles from school.

School(s): Normal Community High School
Student(s)/Grade(s)/Group(s) Participating: NCHS Wind Ensemble, 9th-12th
Dates of Trip (inclusive): 3/26/23 - 3/28/23 No. of School Days Missed: 0
Destination(s): Chicago Symphony Hall
Reason for Trip: Performance at Chicago Symphony Hall
 Educational Club Athletic Contests Special Education Team Other
Name(s) of Supervisor(s): Paul Carter, NCHS Dir. of Bands

Mode of Transportation: Charter Bus Provided by: TBD
Participant Costs: ~ \$1,100 Paid by: Students
District Cost: 0
Other Pertinent Information: Taking place at Chicago Int'l Music Festival

Signature of Principal: 
Date: 5/10/22

Board of Education Approval Yes No
Date: _____

Exhibit - Overnight Trip Request Form

This form is to be submitted to the Board of Education for prior approval of all trips by students that involve overnight stays, out-of-state destinations, and/or a distance of 200 or more miles from school.

School(s): Normal Community High School

Student(s)/Grade(s)/Group(s) Participating Future Business Leaders of America

Dates of Trip (inclusive): 6/28/22-7/2/22 No. of School Days Missed: 0

Destination(s): Chicago, IL

Reason for Trip: National Level Competitive Events based on Qualification at State Level

Educational Club Athletic Contests Special Education Team Other

Name(s) of Supervisor(s): Tara Pendleton; Mary Esther Baldwin

Mode of Transportation: Buses *Provided By: Dist. Transportation*

Participant Costs: \$700 Paid by: Previous Fundraisers (Pie Sales, Supply Kits)

District Cost: \$0

Other Pertinent Information: Student will be participating in competitive events and interactive workshops with other FBLA members from around the county.

Signature of Principal: *Tru M. Chapman*

Date: 5/16/22

Board of Education Approval Yes No

Date: _____

Adopted: April 24, 2013
Reviewed:
Amended:

Exhibit - Request for Dissolution of Student Activity Fund

To be submitted to the Business Manager

Permission is hereby requested to dissolve a Student Activity Fund for the purposes below:

School Name Frankland

Student Activity Fund Name Sensory Room

1. The balance of the Student Activity Fund is \$ 0

2. Reason for dissolution: not used

3. The balance in the fund is to be transferred to:
NA NA
Account Title Account Number

4. **Authorized Signatures:**
The following individuals authorized the dissolution of this fund:
NA [Signature]
Student Representative Faculty Advisor
[Signature]
Principal

This request was approved by the Board of Education on _____

Business Manager Date



EmbraceDS® Contract

Embrace®
PO Box 305
Highland, IL 62249

McLean County Unit District No. 5
1809 West Hovey
Normal, IL 61761

The following is an EmbraceDS® Contract (hereinafter “contract” or “agreement”) for software, website hosting, and support services. This contract is made between Brecht’s Database Solutions, Inc. d/b/a Embrace® (hereinafter “Embrace®”, “We”, “Us” or “Licensor”) and McLean County Unit District No. 5 (hereinafter “You”, “Your” or “Licensee”).

EMBRACE®
EmbraceDS®
WEBSITE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE WEBSITE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINS ACCESS THROUGH LICENSEE TO THE WEBSITE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT EXECUTE THIS CONTRACT OR USE ANY OF OUR PRODUCTS OR WEBSITE.

Embrace® owns all intellectual property in/on the Embrace® website (hereafter “website”) and its related Embrace® software (hereafter “software”). Embrace® agrees to allow you and/or your authorized agents to login and access the website and use our software only in accordance with the terms of this Agreement. Any unauthorized access or use of Embrace’s products is cause for immediate termination of your access to its products by all means available to us.

1. LICENSE TO ACCESS WEBSITE. As long as you obtained access to the website from Embrace® and as long as you comply with the terms of this and any other Agreement you have with Embrace®, Embrace® grants you a non-exclusive license to use the website in the manner and for the term and purposes described below.

2. INTELLECTUAL PROPERTY OWNERSHIP. The website and its related software are the intellectual property of and are owned by Embrace®. The structure, organization, and code of the website and its related software contain valuable trade secrets and confidential information of Embrace®. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights whatsoever in the website and its related software and all rights are reserved by Embrace®.

Any form, database, or software that is altered, conceived, made, or developed in whole or in part by Embrace® (including any developed jointly with you) during or as a result of our relationship with you shall become and remain the sole and exclusive property of Embrace®. You agree to make no claim in the rights or ownership of any such form, database or software.

To the extent that any custom form is created by Embrace® for you, based upon any prior form, template or exemplar provided by you, you warrant and represent to Embrace® that you created said form(s) or have the legal right to use said form(s). You agree to indemnify Embrace® for any third-party claims for infringement, misappropriation or other violation of any third-party’s intellectual property rights where such claims are made against Embrace® for forms, templates or exemplars created based upon material provided by you to Embrace®.

3. DATA SECURITY. Embrace’s database or software may host privacy protected data provided by you concerning students and employees. This information is privacy protected by federal and state law, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g)(“FERPA”), the Illinois School Student Record Act (105 ILCS 10/), the Personnel Record Review Act (820 ILCS 40/) and the Student Online Personal Protection Act (105 ILCS 85/1 et seq.)(“SOPPA”).

The information (“Data”) transmitted to Embrace® for storage may include, but is not limited to the following (as more specifically identified in Exhibit A Schedule of Data attached hereto), student identification; attendance; educational and therapeutic recommendations; educational and therapeutic completion; communications between administration, educators, staff and parents/guardians regarding student, their education and any necessary assistance students may require. Embrace will store and process Data in accordance with industry best practices and comply with 105 ILCS 85/15(1). Embrace will implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect “covered information” as defined in SOPPA from unauthorized access, destruction, use, modification, or disclosure. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Embrace will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Embrace will also have a written incident response plan, which will include prompt notification to the School District in the event of a security or privacy incident, as well as best practices for responding to a breach of Personally Identifiable Information (“PII”). PII shall include, but is not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the

use of Embrace's software, website, service, or app, including mobile apps, whether gathered by Embrace or provided by School District or its users, students, or students' parents/guardians.

Embrace® acknowledges that all of your data uploaded, stored, or otherwise coming into contact with Embrace's database or software, is and shall remain your sole and exclusive property and be subject to all applicable federal and state privacy protections through the term of this Agreement.

4. SOPPA Compliance, 105 ILCS 85/15(4)

(a) A listing of the categories or types of "covered information" as defined in SOPPA is provided in Section 3 of this Agreement and Exhibit "A" Schedule of Data attached hereto.

(b) The services provided by Embrace® are set forth below in Section 10 of this Agreement.

(c) The Party's expressly agree and state that in performing its obligations hereunder Embrace® is acting as a "school official" with a legitimate educational interest in the School District data and it is performing an institutional service or function under this Agreement for which the School District would otherwise use its own employees. Embrace's® use and maintenance of the data is under the direct control of the School District and such data shall only be used for authorized purposes. Embrace® shall not re-disclose such information to third parties or affiliates (unless permitted or required under law) without permission from the School District or pursuant to a court order.

(d) Data Breach.

a. In the event of a data breach attributed to Embrace®, which means an unauthorized disclosure, access, alteration, or use of School District data by Embrace® or its employees, Embrace® shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after Embrace® becomes aware of the data breach; (2) provide the School District with the name and contact information for an Embrace® employee who shall serve as the Embrace's® primary security contact; (3) assist the School District with any investigation, including interviews of Embrace® employees and review of all relevant records; (4) assist the School District with notification(s) the School District deems reasonably necessary related to the security breach; (5) provision of credit monitoring for one year to those students whose covered information was exposed in a manner during the breach such that a reasonable person would believe it could impact their credit or financial security; and (6) pay the reasonable legal fees (or assume the defense of the School District at Embrace's discretion), reasonable audit costs, fines, and any other fees or damages imposed against the school solely as a result of Embrace's actions or failure to act.

b. In the event of a data breach attributed to the School District, which means an unauthorized disclosure, access, alteration, or use of School District data the School District shall promptly: (1) notify Embrace® by telephone and email as soon as practicable, but no later than twenty-four hours after the School District becomes aware of the data breach; (2) provide Embrace® with the name and contact information for an employee of the School who shall serve as the School District's primary security contact; (3) assist Embrace® with any investigation, including interviews with School employees and review of all relevant records. Embrace® shall have no liability for any damages related to a data breach due to or caused by School District's software, equipment, personnel, students or unauthorized third-parties using or exceeding their authorized use of the School's access, computer system or network.(4) pay the reasonable legal fees (or assume the defense of Embrace at the district's discretion), reasonable audit costs, and any other fines, fees or damages imposed against Embrace solely as a result of district's actions or failure to act.

(e) Embrace® shall provide all notifications required by the State Board of Education or any other State or Federal law. Embrace® shall not provide any other notices without prior written permission from the School District.

(f) Upon written notification by School District that student information is no longer needed for the purposes of this Agreement, Embrace® shall delete the information within 60 days so long as Embrace® is not required by law or court order to retain the same. Embrace® is not responsible for the deletion of any data due to School District request.

(g) This Agreement and any amendments hereto must be published on the School District's website or, if the District does not have a website, made available for public review at its administrative office.

5. RESTRICTIONS. You may not copy, modify, adapt or translate any Embrace® software. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of any Embrace® software.

You may not rent, lease, sell, sublicense, assign or transfer your rights in the website, or authorize any portion of the website and its related software to be copied onto another individual or legal entity's computer except as may be permitted herein.

You may not allow access or use of our website or software for any other purpose than agreed to in advance between Embrace® and you.

6. LIMITED WARRANTY. Embrace® warrants to the School District that the website will permit the School District to produce, fill-out, and print the DS forms for the period of time outlined in the current Agreement. All warranty claims must be made within the current Agreement period. If the website or software does not perform as above, the entire liability of Embrace® and your sole and exclusive remedy will be limited to a prorated refund of the license fee you have paid Embrace®. This limited warranty is the only warranty provided by Embrace®. Embrace® expressly disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with regard to the website, software and accompanying written materials.

7. DISCLAIMER. Except as otherwise expressly provided in this Agreement, Embrace® makes no representations, warranties, conditions, or guarantees as to the usefulness, quality, suitability, truth, accuracy, or completeness of the website and/or the forms produced therefrom.

Embrace® does not warrant that the forms that may be produced from the website will comply with federal or state laws or regulations, including those which limit the extent to which the information may be disclosed to third parties.

Embrace® will take all commercially reasonable steps to provide an uninterrupted, timely, secure, and error-free website. Nonetheless, Embrace® makes no warranty or representation that (a) the website will be uninterrupted, timely, secure, or error-free; or (b) the results that may be obtained from the use of the website will be accurate or reliable.

8. DISTRICT E-SIGNATURE USAGE. Embrace® has the ability to include electronic signatures. If your District is using electronic signatures in the Embrace® system it agrees to hold Embrace® harmless against any and all claims arising out of the negligent use of this feature by the School District. If you choose not to use electronic signatures for

either your staff or all meeting attendees, you must notify your implementation specialist and verify that they are not available in your system.

All Parties shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. All e-signatures shall be subject to the Uniform Electronic Transactions Act and/or any similar State statutes which have jurisdiction over the transactions of the Parties; this applies to any Parties or end-user's use of Embrace® software's electronic signature functionality. District, and any person using electronic signature functionality, agrees to hold Embrace® harmless for any and all claims which may arise out of their negligent use of that feature. Documents which contain e-signatures may be preserved by Embrace® longer than the duration of the Agreement for the purposes of enforcement of rights and obligations.

9. LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement, in no event will Embrace® be liable to you for any consequential, indirect or incidental damages, any lost profits or lost savings, or any damages resulting from business interruption.

10. SERVICES PROVIDED: Embrace® agrees to provide the following services:

- Website access to the School District for staff completion of medical service sheets with respect to Medicaid billing.
- Restrictive access to the website to allowing for multiple levels of use, providing each level with only the access needed.
- A user management system will be included allowing a system administrator to create new users, edit existing users, and delete users.
- Secure Socket Layer ("SSL") and session tracking for user authorization (the SSL is the component of the software which encrypts the information going between the website and the user, and confirms the identity of the host and the user).
- Identification of Medicaid recipients using the Recipient Eligibility Verification System.
- Provide projected claim amounts based on services provided.
- Support for district as needed to file claims and interpret adjudication notices.
- Web hosting.
- Cross-reference data with the IEP system to track percentages of services to be provided against services delivered.
- Maintenance and updates.
- Multiple support channels available to all users
- Maintain all student data in secure facility on secure servers.
- Daily backups.

11. DISTRICT RESPONSIBILITIES.

- Register with HFS as a Medicaid Provider obtain a HFS ID number and an NPI number.
- Provide Embrace® access to the HFS/MEDI/IEC system by accepting August Brecht as an administrator.
- Register, or Re-validate, the district with IMPACT.
- Provide Embrace® access to district IMPACT Application.
- Identify staff that provide covered services and give them access to the EmbraceDS® software.
- Complete a Fee-for-Service cost calculation form for each service provider type in the EmbraceDS® software.

- Maintain the IEP system student data including Medicaid eligibility and ID numbers for students.
- Use the MEDI system to look up Medicaid numbers for new IEP students and students transferring in from other districts.
- Based on reports available in the EmbraceDS® system, the district will be responsible for making sure that practitioners are claiming appropriately for their services provided.
- The LEA must verify that no practitioner providing service has been terminated, suspended, or barred from the Medicaid program. The lists of terminated, suspended, and barred practitioners are available at the following Websites. Both lists must be queried to obtain a complete list of terminated, suspended, or barred providers. <http://exclusions.oig.hhs.gov/> and <http://www.state.il.us/dpa/html/sbhs.htm>
- The LEA must maintain Practitioner credential records. These records must:
 1. Be retained on the premises of the LEA
 2. Be current
 3. Include copies of all applicable licenses and certificates
 4. Include a list of current practitioners and associated license numbers

12. FEE-FOR-SERVICE WEBSITE YEARLY COSTS. The Agreement is for a one-year period from July 1, 2022 to June 30, 2023 (2022-2023 school year). (Prices apply to individual districts, cooperatives, joint agreements, and associations.) Custom forms, software and/or programs are available from Embrace® and, if requested, will be subject to a separate Agreement between you and us. Customized work is an additional cost and will be billed separately from your annual contract.

Program Subscription	Annual Fee
EmbraceDS® (Percentage Fee): 5% of HFS Reimbursements Facilitated by Embrace® *Payment of this fee to EmbraceDS® shall be subject to Medicaid’s reconciliation process. McLean County Unit District No. 5 shall issue any outstanding payments to EmbraceDS® promptly after each Medicaid reconciliation process/cycle.	5% of Reimbursements
Special Transportation Services Per District (Percentage Fee)	
Special Transportation (<u>District</u> inputs Transportation Data in EmbraceDS®): 5% of HFS Reimbursement Facilitated by Embrace®	
Special Transportation (<u>Embrace®</u> inputs Transportation Data supplied by district if elected): 10% of HFS Reimbursement Facilitated by Embrace®	

13. GENERAL PROVISIONS. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which will remain valid and enforceable according to its terms.

14. INDEMNITY.

14.1 The District agrees to indemnify Embrace® from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of the District’s breach

of this contract or negligent act(s) or omission(s) up to the limits of its insurance coverage.

14.2 Embrace® agrees to indemnify the District from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of the Embrace's® breach of this contract or negligent act(s) or omission(s) up to the limits of its insurance coverage.

15. DURATION. This contract for website access to EmbraceDS® is for a 1 year period.

16. CONTRACT RENEWAL. In the event that you renew this Agreement, we will enter into a Renewal Agreement with you on an annual basis. The terms of this Master Agreement shall apply to any renewal unless specifically noted otherwise in the written Renewal Agreement.

17. NON-RENEWAL OF CONTRACT. In the event that you do not enter into a Renewal Agreement, Embrace® will maintain your database information in read-only format for one (1) year from the date of expiration of this Agreement or subsequent failure to renew. Embrace® is not responsible for the loss of any information after termination or failure to renew the Agreement on your behalf.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the parties in relation to the subject matter hereof and there are no premises, representations, conditions, provisions, or terms related thereto other than those set forth in this Agreement.

19. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

20. VENUE. The Parties agree that should a dispute arise regarding this Agreement, any claim or lawsuit shall be brought in McLean County, Illinois, or the United States District Court for the Central District of Illinois.

21. CAPTIONS. The captions for the paragraphs of this Agreement shall not be deemed to have legal significance, and are simply designed as an aid in reading and to represent the general terms of the paragraph involved.

22. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, beneficiaries, heirs, executors, administrators, and legal representatives.

Licensor:

Brecht's Database Solutions, Inc. d/b/a EMBRACE®

FEIN: 20-4100129

August R. Brecht, President

Licensee:

McLean County Unit District No. 5

Licensor:

Brecht's Database Solutions, Inc. d/b/a EMBRACE®

FEIN:

Barry Hitchins, Board President

KLF

EXHIBIT "A"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
Application Technology Meta Data	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	X
Assessment	Observation data	X
Assessment	Other assessment data-Please specify: An unlimited variety of assessment data could be stored in the system to justify evaluation decisions.	X
Attendance	Student school (daily) attendance data	X
Attendance	Student class attendance data	X
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
Demographics	Place of Birth	X
Demographics	Gender	X
Demographics	Ethnicity or race	X
Demographics	Language information (native, or primary language spoken by student)	X
Demographics	Other demographic information- Embrace® Allows schools to store any needed demographic information.	X
Enrollment	Student school enrollment	X

Category of Data	Elements	Check if Used by Your System
Enrollment	Student grade level	X
Enrollment	Homeroom	X
Enrollment	Guidance counselor	X
Enrollment	Specific curriculum programs	
Enrollment	Year of graduation	X
Enrollment	Other enrollment information-School districts decide what data they want to add to the Embrace® system.	X
Parent/Guardian Contact Information	Address	X
Parent/Guardian Contact Information	Email	X

Category of Data	Elements	Check if Used by Your System
Parent/Guardian Contact Information	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
Schedule	Teacher names	X
Special Indicator	English language learner information	X
Special Indicator	Low income status	X
Special Indicator	Medical alerts/ health data	X
Special Indicator	Student disability information	X
Special Indicator	Specialized education services (IEP or 504)	X
Special Indicator	Living situations (homeless/foster care)	X
Special Indicator	Other indicator information- School districts decide what data they want to add to the Embrace® system.	X
Student Contact Information	Address	X
Student Contact Information	Email	X
Student Contact Information	Phone	X
Student Identifiers	Local (School district) ID number	X
Student Identifiers	State ID number	X
Student Identifiers	Provider/App assigned student ID number	X
Student Identifiers	Student app username	
Student Identifiers	Student app passwords	
Student Name	First and/or Last	X

Category of Data	Elements	Check if Used by Your System
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X
Student work	Other student work data – District staff may insert student generated content into the Embrace® system to show progress, areas of concern or evaluation performance.	X
Transcript	Student course grades	
Transcript	Student course data	

Category of Data	Elements	Check if Used by Your System
Transcript	Student course grades/ performance scores	
Transcript	Other transcript data - Please specify	
Transportation	Student bus assignment	
Transportation	Student pick up and/or drop off location	X
Transportation	Student bus card ID number	
Transportation	Other transportation data — Dates of bus ridership are collected for the EmbraceDS® Medicaid transportation claims.	X
Other	Please list each additional data element used, stored, or collected by your application: Embrace® is a system where school districts collect and document information for the purpose of writing IEPs, 504 plans, tracking MTSS data and recording the delivery of services. School districts, based on state and federal regulations, determine what data they will enter into the Embrace® system.	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	



EmbraceEP® Contract

Embrace®
PO Box 305
Highland, IL 62249

McLean County Unit District No. 5
1809 West Hovey Avenue
Normal, IL 61761

The following is an EmbraceEP® Contract (hereinafter “contract” or “agreement”) for software, website hosting, and support services. This contract is made between Brecht’s Database Solutions, Inc. d/b/a Embrace® (hereinafter “Embrace®”, “We”, “Us” or “Licensor”) and McLean County Unit District No. 5 (hereinafter “You”, “Your” or “Licensee”).

EMBRACE®
EmbraceEP® (INDIVIDUAL EDUCATION PROGRAM)
WEBSITE LICENSE AGREEMENT

NOTICE TO USER: PLEASE READ THIS AGREEMENT CAREFULLY. BY USING ALL OR ANY PORTION OF THE WEBSITE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

YOU AGREE THAT THIS AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINS ACCESS THROUGH LICENSEE TO THE WEBSITE AND ON WHOSE BEHALF IT IS USED. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT EXECUTE THIS CONTRACT OR USE ANY OF OUR PRODUCTS OR WEBSITE.

Embrace® owns all intellectual property in/on the Embrace® website (hereafter “website”) and its related Embrace® software (hereafter “software”). Embrace® agrees to allow you and/or your authorized agents to login and access the website and use our software only in accordance with the terms of this Agreement. Any unauthorized access or use of Embrace’s products is cause for immediate termination of your access to its products by all means available to us.

1. LICENSE TO ACCESS WEBSITE. As long as you obtained access to the website from Embrace® and as long as you comply with the terms of this and any other Agreement you have with Embrace®, Embrace® grants you a non-exclusive license to use the website in the manner and for the term and purposes described below.

2. INTELLECTUAL PROPERTY OWNERSHIP. The website and its related software are the intellectual property of and are owned by Embrace®. The structure, organization, and code of the website and its related software contain valuable trade secrets and confidential information of Embrace®. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights whatsoever in the website and its related software and all rights are reserved by Embrace®.

Any form, database, or software that is altered, conceived, made, or developed in whole or in part by Embrace® (including any developed jointly with you) during or as a result of our relationship with you shall become and remain the sole and exclusive property of Embrace®. You agree to make no claim in the rights or ownership of any such form, database or software.

To the extent that any custom form is created by Embrace® for you, based upon any prior form, template or exemplar provided by you, you warrant and represent to Embrace® that you created said form(s) or have the legal right to use said form(s). You agree to indemnify Embrace® for any third-party claims for infringement, misappropriation or other violation of any third-party’s intellectual property rights where such claims are made against Embrace® for forms, templates or exemplars created based upon material provided by you to Embrace®.

3. DATA SECURITY. Embrace’s database or software may host privacy protected data provided by you concerning students and employees. This information is privacy protected by federal and state law, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g)(“FERPA”), the Illinois School Student Record Act (105 ILCS 10/), the Personnel Record Review Act (820 ILCS 40/) and the Student Online Personal Protection Act (105 ILCS 85/1 et seq.)(“SOPPA”).

The information (“Data”) transmitted to Embrace® for storage may include, but is not limited to the following (as more specifically identified in Exhibit A Schedule of Data attached hereto), student identification; attendance; educational and therapeutic recommendations; educational and therapeutic completion; communications between administration, educators, staff and parents/guardians regarding student, their education and any necessary assistance students may require. Embrace will store and process Data in accordance with industry best practices and comply with 105 ILCS 85/15(1). Embrace will implement and maintain reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect “covered information” as defined in SOPPA from unauthorized access, destruction, use, modification, or disclosure. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Embrace will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. Embrace will also have a written incident response plan, which will include prompt notification to the School District in the event of a security or privacy incident, as well as best practices for responding to a breach of Personally Identifiable Information (“PII”). PII shall include, but is not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the

use of Embrace's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by District or its users, students, or students' parents/guardians.

Embrace® acknowledges that all of your data uploaded, stored, or otherwise coming into contact with Embrace's database or software, is and shall remain your sole and exclusive property and be subject to all applicable federal and state privacy protections through the term of this Agreement.

4. SOPPA Compliance, 105 ILCS 85/15(4)

(a) A listing of the categories or types of "covered information" as defined in SOPPA is provided in Section 3 of this Agreement and Exhibit "A" Schedule of Data attached hereto.

(b) The services provided by Embrace® are set forth below in Section 10 of this Agreement.

(c) The Party's expressly agree and state that in performing its obligations hereunder Embrace® is acting as a "school official" with a legitimate educational interest in the School District data and it is performing an institutional service or function under this Agreement for which the School District would otherwise use its own employees. Embrace's® use and maintenance of the data is under the direct control of the School District and such data shall only be used for authorized purposes. Embrace® shall not re-disclose such information to third parties or affiliates (unless permitted or required under law) without permission from the School District or pursuant to a court order.

(d) Data Breach.

a. In the event of a data breach attributed to Embrace®, which means an unauthorized disclosure, access, alteration, or use of School District data by Embrace® or its employees, Embrace® shall promptly institute the following: (1) notify the School District by telephone and email as soon as practicable, but no later than twenty-four hours after Embrace® becomes aware of the data breach; (2) provide the School District with the name and contact information for an Embrace® employee who shall serve as the Embrace's® primary security contact; (3) assist the School District with any investigation, including interviews of Embrace® employees and review of all relevant records; (4) assist the School District with notification(s) the School District deems reasonably necessary related to the security breach; (5) provision of credit monitoring for one year to those students whose covered information was exposed in a manner during the breach such that a reasonable person would believe it could impact their credit or financial security; and (6) pay the reasonable legal fees (or assume the defense of the School District at Embrace's discretion), reasonable audit costs, fines, and any other fees or damages imposed against the school solely as a result of Embrace's actions or failure to act.

b. In the event of a data breach attributed to the School District, which means an unauthorized disclosure, access, alteration, or use of School District data the School District shall promptly: (1) notify Embrace® by telephone and email as soon as practicable, but no later than twenty-four hours after the School District becomes aware of the data breach; (2) provide Embrace® with the name and contact information for an employee of the School who shall serve as the School District's primary security contact; (3) assist Embrace® with any investigation, including interviews with School employees and review of all relevant records. Embrace® shall have no liability for any damages related to a data breach due to or caused by School District's software, equipment, personnel, students or unauthorized third-parties using or exceeding their authorized use of the School's access, computer system or network.(4) pay the reasonable legal fees (or assume the defense of Embrace at the district's discretion), reasonable audit costs, and any other fines, fees or damages imposed against Embrace solely as a result of district's actions or failure to act.

(e) Embrace® shall provide all notifications required by the State Board of Education or any other State or federal law. Embrace® shall not provide any other notices without prior written permission from the School District.

(f) Upon written notification by School District that student information is no longer needed for the purposes of this Agreement, Embrace® shall delete the information within 60 days so long as Embrace® is not required by law or court order to retain the same. Embrace® is not responsible for the deletion of any data due to School District request.

(g) This Agreement and any amendments hereto must be published on the School District's website or, if the District does not have a website, made available for public review at its administrative office.

5. RESTRICTIONS. You may not copy, modify, adapt or translate any Embrace® software. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of any Embrace® software.

You may not rent, lease, sell, sublicense, assign or transfer your rights in the website, or authorize any portion of the website and its related software to be copied onto another individual or legal entity's computer except as may be permitted herein.

You may not allow access or use of our website or software for any other purpose than agreed to in advance between Embrace® and you.

6. LIMITED WARRANTY. Embrace® warrants to the School District that the website will permit the School District to produce, fill-out, and print the IEP forms published by the Illinois State Board of Education for the period of time outlined in the current Agreement. All warranty claims must be made within the current Agreement period. If the website or software does not perform as above, the entire liability of Embrace® and your sole and exclusive remedy will be limited to a prorated refund of the license fee you have paid Embrace®. This limited warranty is the only warranty provided by Embrace®. Embrace® expressly disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with regard to the website, software and accompanying written materials.

7. DISCLAIMER. Except as otherwise expressly provided in this Agreement, Embrace® makes no representations, warranties, conditions, or guarantees as to the usefulness, quality, suitability, truth, accuracy, or completeness of the website and/or the forms produced therefrom.

Embrace® does not warrant that special education services provided in the IEP forms completed by the School District and produced from the website will provide FAPE or otherwise comply with federal or state laws or regulations.

Embrace® will take all commercially reasonable steps to provide an uninterrupted, timely, secure, and error-free website. Nonetheless, Embrace® makes no warranty or representation that (a) the website will be uninterrupted, timely, secure, or error-free; or (b) the results that may be obtained from the use of the website will be accurate or reliable.

8. DISTRICT E-SIGNATURE USAGE. Embrace® has the ability to include electronic signatures. If your District is using electronic signatures in the Embrace® system it agrees to hold Embrace® harmless against any and all claims that may arise out of the use of this feature. If you choose not to use electronic signatures for either your staff or all

meeting attendees, you must notify your implementation specialist and verify that they are not available in your system.

All Parties shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. All e-signatures shall be subject to the Uniform Electronic Transactions Act and/or any similar State statutes which have jurisdiction over the transactions of the Parties; this applies to any Parties or end-user's use of Embrace® software's electronic signature functionality. District, and any person using electronic signature functionality, agrees to hold Embrace® harmless for any and all claims which may arise out of their use of that feature. Documents which contain e-signatures may be preserved by Embrace® longer than the duration of the Agreement for the purposes of enforcement of rights and obligations.

Any form or document (including this Agreement) signed electronically between the Parties is to be treated as an original document. All Parties hereto shall ensure that the person entering an e-signature onto any Embrace® document is an authorized signatory. The e-signature of any Party or Person is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

9. LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement, in no event will Embrace® be liable to you for any consequential, indirect or incidental damages, any lost profits or lost savings, or any damages resulting from business interruption.

10. SERVICES PROVIDED: Embrace® agrees to provide the following services:

- Website access to the School District for all ISBE required IEP forms and Notice and Consent forms
- Objectives bank with over 4,000 objectives
- Built in Illinois Learning Standards and Core Standards for inclusion on Goal pages
- I-Star FACTS tracking form
- Restrictive access to the website to allow for multiple levels of users, providing each level with only the access that they need
- Servers, security, and hosting to ensure that our programs are secure, fast, and available
- Multiple support channels available to all users
- A user management system will be included allowing a system administrator to create new users, edit existing users, and delete users
- Secure socket layer ("SSL") and session tracking for user authorization (the SSL is the component of the software which encrypts the information going between the website and the user, and confirms the identity of the host and the user)
- Website hosting
- Maintenance and updates
- Daily backups
- Website updates as necessary to maintain Illinois State Board of Education required forms
- 99.99% uptime guarantee

11. IEP YEARLY COSTS. Website access is per IEP student per year. Student count used for price calculation is the most recent I-Star December child count. "Read Only Users" such as regular education staff are free if added and

trained by the district. The initial contract is for a one year period from July 1, 2022 to June 30, 2023. (Prices apply to individual districts, cooperatives, joint agreements, and associations.) Custom forms and/or programs, if requested, are an additional cost and will be billed on an individual basis.

Program Subscription	Price	QTY	Subtotal
EmbraceIEP® Annual Subscription Annual Subscription Fee	\$23,100.00	1	\$23,100.00
			\$23,100.00
Additional Components Per District (Annual Fee)			
Embrace504®	\$4,620.00	1	\$4,620.00
Behavior Incident Reporting	\$2,310.00	1	\$2,310.00
			\$6,930.00
Additional Services Per District (Annual Fee)			
SFTP (Secure File Transfer Protocol) Student Import	\$500.00	1	\$500.00
SFTP (Secure File Transfer Protocol) Student Export	\$500.00	1	\$500.00
			\$1,000.00

Subtotal **\$31,030.00**

Total Cost for 22-23 School Year \$31,030.00

All quoted prices apply to individual districts, cooperatives, joint agreements, and associations. Custom forms, software and/or programs are available from Embrace® and, if requested, will be subject to a separate Agreement between you and us. Customized work is an additional cost and will be billed separately.

12. GENERAL PROVISIONS. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement if permitted under applicable law, which will remain valid and enforceable according to its terms.

13. INDEMNITY.

13.1 The District agrees to indemnify Embrace® from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of the District’s breach of this contract or negligent act(s) or omission(s) up to the limits of its insurance coverage.

13.2 Embrace® agrees to indemnify the District from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of the Embrace’s® breach of this contract or negligent act(s) or omission(s) up to the limits of its insurance coverage.

14. DURATION. This contract for website access to EmbraceIEP® is for a 1 year period.

15. CONTRACT RENEWAL. In the event that you renew this Agreement, we will enter into a Renewal Agreement with you on an annual basis. The terms of this Master Agreement shall apply to any renewal unless specifically noted otherwise in the written Renewal Agreement.

16. NON-RENEWAL OF CONTRACT. In the event that you do not enter into a Renewal Agreement, Embrace® will maintain your database information in read-only format for one (1) year from the date of expiration of this Agreement or subsequent failure to renew. Embrace® is not responsible for the loss of any information after termination or failure to renew the Agreement on your behalf.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the parties in relation to the subject matter hereof and there are no premises, representations, conditions, provisions, or terms related thereto other than those set forth in this Agreement.

18. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

19. VENUE. The Parties agree that should a dispute arise regarding this Agreement, any claim or lawsuit shall be brought in McLean County, Illinois, or the United States District Court for the Central District of Illinois.

20. CAPTIONS. The captions for the paragraphs of this Agreement shall not be deemed to have legal significance, and are simply designed as an aid in reading and to represent the general terms of the paragraph involved.

21. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, beneficiaries, heirs, executors, administrators, and legal representatives.

Licensor:	Brecht's Database Solutions, Inc. d/b/a EMBRACE®
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FEIN: 20-4100129

August R. Brecht, President

Licensee:

McLean County Unit District No. 5

FEIN:

Barry Hitchins, Board President

KLF

EXHIBIT "A"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
Application Technology Meta Data	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	X
Assessment	Observation data	X
Assessment	Other assessment data-Please specify:	X
Attendance	Student school (daily) attendance data	X
Attendance	Student class attendance data	X
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	X
Demographics	Date of Birth	X
Demographics	Place of Birth	X
Demographics	Gender	X
Demographics	Ethnicity or race	X
Demographics	Language information (native, or primary language spoken by student)	X
Demographics	Other demographic information - Please Specify:	X
Enrollment	Student school enrollment	X
Enrollment	Student grade level	X
Enrollment	Homeroom	X

Category of Data	Elements	Check if Used by Your System
Enrollment	Guidance counselor	X
Enrollment	Specific curriculum programs	
Enrollment	Year of graduation	X
Enrollment	Other enrollment information - Please specify:	X
Parent/Guardian Contact Information	Address	X
Parent/Guardian Contact Information	Email	X

Category of Data	Elements	Check if Used by Your System
Parent/Guardian Contact Information	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	X
Schedule	Teacher names	X
Special Indicator	English language learner information	X
Special Indicator	Low income status	X
Special Indicator	Medical alerts/ health data	X
Special Indicator	Student disability information	X
Special Indicator	Specialized education services (IEP or 504)	X
Special Indicator	Living situations (homeless/foster care)	X
Special Indicator	Other indicator information - Please specify:	X
Student Contact Information	Address	X
Student Contact Information	Email	X
Student Contact Information	Phone	X
Student Identifiers	Local (School district) ID number	X
Student Identifiers	State ID number	X
Student Identifiers	Provider/App assigned student ID number	X
Student Identifiers	Student app username	
Student Identifiers	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	

Category of Data	Elements	Check if Used by Your System
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X
Student work	Other student work data – Please specify:	X
Transcript	Student course grades	
Transcript	Student course data	

Category of Data	Elements	Check if Used by Your System
Transcript	Student course grades/ performance scores	
Transcript	Other transcript data - Please specify:	
Transportation	Student bus assignment	
Transportation	Student pick up and/or drop off location	X
Transportation	Student bus card ID number	
Transportation	Other transportation data - Please specify:	X
Other	Please list each additional data element used, stored, or collected by your application:	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

May 20, 2022

DR KRISTEN WEIKLE, SUPERINTENDENT
MCLEAN COUNTY UNIT DISTRICT NO. 5
1809 W HOVEY AVE
NORMAL IL 61761

SUBJECT: Oakdale Elementary School Lobby Remodel for Increased Security – Phase 1
McLean County Unit District No. 5
A/E Project No. 26062322A
BID OPENING

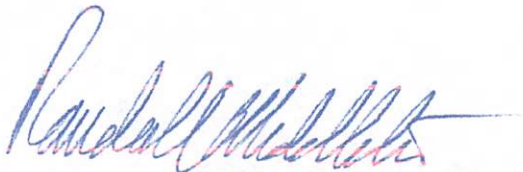
On Friday, May 20, 2022, at 1:00 p.m. bids were received at the District Maintenance Office at 1999 Eagle Rd. for the above subject project.

Two (2) sealed bids were received and publicly opened and read. A copy of the Bid Tabulation is attached. I recommend awarding this Contract to the low bidder, J Spencer Construction LLC for their Base Bid in the amount of \$ 41,300.00 for the Oakdale Elementary School Lobby Remodel - Phase One project. J Spencer Construction LLC has completed many jobs for Unit 5 and their performance has always been excellent. There were no alternates specified to be bid.

If you concur, we will advise the awarded Contractor to proceed to obtain Insurance Certificate, bonds and to order material.

Three (3) copies of the Owner / Contractor Agreement and one (1) copy of the ISBE Application for Building Permit are enclosed for presentation to the Board of Education for signatures. These documents will be picked up at the District Office by the Architect for further processing.

The Bids will be kept on file at the Maintenance Warehouse.



RANDALL E. MIDDLETON, PRESIDENT
MIDDLETON ASSOCIATES INCORPORATED

REM/jlh

enc: Bid Tab
Owner / Contractor Agreement (3 copies)
Application for Building Permit

cc: Joe Adelman, Unit 5 (Letter and Bid Tab)
Brock Spencer, J Spencer Construction LLC

BID TABULATION
OAKDALE ELEMENTARY SCHOOL LOBBY REMODEL FOR INCREASED SECURITY - PHASE ONE
A/E PROJECT #: 26062322A
MCLEAN COUNTY DISTRICT NO. 5 -- MAINTENANCE WAREHOUSE
FRIDAY, MAY 20, 2022 - 1:00 PM PREVAILING TIME

CONTRACTOR	5% BID BOND	ADD 1	BASE BID (Includes \$5,000 Allowance)	VOLUNTARY ALTERNATE	TOTAL
J SPENCER CONSTRUCTION LLC 2028 WAREHOUSE RD NORMAL IL 61761 309/454-5885	X	X	\$41,300.00	NONE	\$41,300.00
BISHOP BROS., INC. PO BOX 3654 PEORIA IL 61612 309/243-5599	X	X	\$46,449.00	No Fire Alarm (deduct \$1,950)	\$46,499.00

DIVISION 00 – PROCUREMENT REQUIREMENTS
Section 00301 – Award & Contract Form

OWNER - CONTRACTOR AGREEMENT

To be filled out upon award

Between:

The Owner: McLean County Unit District No. 5
1809 Hovey Ave.
Normal, IL 61761

And the General Contractor: J Spencer Construction LLC
2028 Warehouse Rd
Normal, IL 61761

For the Project: **OAKDALE ELEMENTARY SCHOOL LOBBY REMODEL FOR INCREASED SECURITY FOR MCLEAN COUNTY UNIT DISTRICT NO. 5**

The Owner and Contractor agree to enter into a contract in accordance with the terms and conditions of the Documents (Plans & Specifications), A/E Project Number 26062322A and the Contractor's Bid Proposal dated May 20, 2022 which become the Contract for completion of the project as follows:

Base Bid Substantial Completion Date: **August 16, 2022. Work inside building will not be possible.**

Additional Terms & Conditions: None (or as applicable)

Addenda: #1 X #2 _____ #3 _____ #4 _____ (list as applicable)

Contract Amount: (to be listed as appropriate)

Base Bid Proposal	\$ <u>41,300.00</u>
Alternate Bids as awarded to be listed	\$ <u>NONE</u>
Total Contract Amount	\$ <u>41,300.00</u>

(Written) Forty one thousand three hundred dollars and 00/100

Date of Agreement: May 25, 2022

Signatures:

Owner: McLean County Unit District No. 5

Contractor: J Spencer Construction LLC

Contractor's Seal
(Corporation Only)

This Agreement must be signed and returned with the Contractor's Performance Labor and Materials Payment Bonds within fifteen (15) days of notice or the Contractor will be considered in default on acceptance of the award.

END 00301

APPLICATION FOR BUILDING PERMIT

Date Received by Regional Office of Education _____

Regional Office of Education Assigned Application Number _____

DISTRICT NAME McLean County Unit District No. 5	COUNTY McLean
FACILITY NAME Oakdale Elementary School	FACILITY LOCATION 601 S. Adelaide Normal, IL 61761

Property is owned by the district Property **not** owned by district (Attach Authorization by owner)

PROJECT SCOPE

COST AND FINANCING

- Less Than \$50,000 but involves like activity
- More than \$50,000
- Less than 15% of replacement cost
- More than 15% of replacement cost but less than 50% of replacement cost
- More than 50% of replacement cost
- Fire Prevention and Safety Financing involved

PROJECT NUMBER:	A/E #26062322A
TOTAL ESTIMATED COST:	\$51,000.00
ESTIMATED COMPLETION DATE:	August 16, 2022
SOURCE OF ALL FUNDS:	Working Cash
TOTAL SQUARE FOOTAGE:	230 sq. ft. on site.

AREA AFFECTED:

- New area more than 7200 square feet
- Less than 50% of existing area
- More than 50% of existing area (sprinkle entire area per 105 ILCS 5/22-23)

FOR HEALTH/LIFE SAFETY FUNDING (5¢ LEVY OR BONDS) INDICATE:

Amendment number:	N/A
Item(s):	N/A

CATEGORIES OF WORK INVOLVED

- | | | |
|---|--|--|
| <input type="checkbox"/> New building construction | <input checked="" type="checkbox"/> Energy conservation | <input type="checkbox"/> Site work |
| <input type="checkbox"/> School building addition | <input checked="" type="checkbox"/> Mechanical (HVAC) work | <input type="checkbox"/> Sprinkler system installation |
| <input type="checkbox"/> Asbestos abatement | <input type="checkbox"/> Paving | <input type="checkbox"/> Structural work |
| <input type="checkbox"/> Accessibility (ADA) | <input type="checkbox"/> Plumbing work | <input type="checkbox"/> Telephone systems (E-911) |
| <input checked="" type="checkbox"/> Electrical work | <input type="checkbox"/> Security system | <input checked="" type="checkbox"/> Other: Lobby renovation for security |

PROJECT DOCUMENTS (Attach two copies of all construction documents)

CONSTRUCTION DOCUMENTS ATTACHED	DATE SUBMITTED
Drawings	5 / 25 / 2022
Specifications	5 / 25 / 2022
Plan Review Statements	
Confirmation of Plan Review Records	

ARCHITECT

We hereby certify that this application accurately describes the work to be performed and that, upon approval, all work will be completed to the best of our knowledge in compliance with the Health/Life Safety Code and the Sprinkler Code 5/22, 23 in accordance with this application and all applicable laws and regulations.

<p style="text-align: center;">(Seal)</p> <p>Name and Signature of Architect/Engineer Randall Middleton</p>		<p style="text-align: right;">001-007938 License Number</p> <p style="text-align: right;">Middleton Associates, Inc. Name of Firm</p>	<p style="text-align: right;">11/30/2022 Expiration Date</p> <p style="text-align: right;">309/452-1271 Phone Number</p>
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SCHOOL DISTRICT

The Board of Education does hereby approve and adopt said plans and specifications for submission to the Regional Superintendent for review and issuance of a building permit.

Date Signature of President, Board of Education

Date Signature of District Superintendent

The above Application for Building Permit is hereby accepted as submitted. An Application of Occupancy Permit and the final inspection are required for the Certificate of Occupancy, and **must be scheduled prior to occupancy of building.**

Date Signature of Regional Superintendent

Project - [Project Name] **Phase** - [Phase Name]
 Activity - [Activity Name] **Location** - [Location Name]

Start Date - [Start Date] **End Date** - [End Date]

Project Manager - [Project Manager Name] **Phase Manager** - [Phase Manager Name]

Project Description - [Project Description]

Project Status - [Project Status]

- [Project Item 1]
- [Project Item 2]
- [Project Item 3]
- [Project Item 4]
- [Project Item 5]

Project Budget - [Project Budget]

Project Risk - [Project Risk]

Project Impact - [Project Impact]

Project Summary - [Project Summary]

Project Conclusion - [Project Conclusion]



RESOLUTION OF THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, ABATING PROPERTY TAXES FOR RIVIAN AUTOMOTIVE, LLC FOR THE 2021 TAX YEAR

WHEREAS, on December 14, 2016, the Board of Education of Community Unit School District No. 5, McLean and Woodford Counties, Illinois, entered into a Project Development Agreement (“Agreement”) with Rivian Automotive, LLC which, subject to the satisfaction of certain conditions, obligates the Board to abate property taxes on specific properties described therein; and

WHEREAS, the Board of Education has determined that for the 2021 tax year Rivian Automotive, LLC, has satisfied the conditions required in the Agreement; and

WHEREAS, Illinois Statute 35 ILCS 200/18-165, provides in pertinent part that:

(a) Any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:

(1) Commercial and industrial.

(A) The property of any commercial or industrial firm.... The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000.

(B) The property of any commercial or industrial development of at least (i) 500 acres.... The abatement shall not exceed a period of 20 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$12,000,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: The County Clerk of McLean County, Illinois, is hereby authorized and directed by the Board of Education to abate 100% of the 2021 property taxes on each of the parcels of property identified by their Property Index Numbers below:

- 13-25-100-004
- 13-24-300-008
- 13-24-300-011
- 13-24-300-023
- 13-24-300-024

SECTION TWO: The Clerk of the Board of Education is authorized and directed to file a certified copy of this Resolution in the Office of the County Clerk, McLean County, Illinois, prior to June 1, 2022.

SECTION THREE: This Resolution shall be in full force and effect upon its passage.

PASSED BY THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, BY A MAJORITY VOTE THEREOF IN REGULAR AND PUBLIC SESSION THIS 25TH DAY OF MAY, 2022.

AYES: _____
NAYS: _____
ABSENT: _____

ATTEST:

Barry Hitchins
President, Board of Education

Kelly Pyle
Secretary, Board of Education

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS

I, Emily Kautz, certify that I am Clerk of the Board of Education of Community Unit School District No. 5, McLean and Woodford Counties, Illinois, and that the foregoing is a true and correct copy of a resolution titled “RESOLUTION OF THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, ABATING PROPERTY TAXES FOR RIVIAN AUTOMOTIVE, LLC FOR THE 2021 TAX YEAR” approved by the Board of Education on May 25, 2022.

RESOLUTION OF THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, ABATING PROPERTY TAXES FOR BRANDT PROPERTIES USA LTD. FOR THE 2021 TAX YEAR

WHEREAS, on November 14, 2017, the Board of Education of Community Unit School District No. 5, McLean and Woodford Counties, Illinois, entered into a Project Development Agreement (“Agreement”) with Brandt Properties USA Ltd. which, subject to the satisfaction of certain conditions, obligates the Board to abate property taxes on specific properties described therein; and

WHEREAS, the Board of Education has determined that for the 2021 tax year Brandt Properties USA Ltd., has satisfied the conditions required in the Agreement; and

WHEREAS, pursuant to Section 18-165 of the Property Tax Code (35 ILCS 200/18-165), any taxing district, upon a majority of the vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on commercial or industrial property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION ONE: The County Clerk of McLean County, Illinois, is hereby authorized and directed by the Board of Education to abate the following percentages of the 2021 property taxes attributable to the parcel of property identified by Property Index Numbers 14-04-100-019:

- 100% of the 2021 property taxes attributable to the buildings/improvements
- 100% of the 2021 property taxes attributable to the land

SECTION TWO: The Clerk of the Board of Education is authorized and directed to file a certified copy of this Resolution in the Office of the County Clerk, McLean County, Illinois, prior to June 1, 2022.

SECTION FOUR: This Resolution shall be in full force and effect upon its passage.

PASSED BY THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, BY A MAJORITY VOTE THEREOF IN REGULAR AND PUBLIC SESSION THIS 25TH DAY OF MAY, 2022.

AYES: _____
NAYS: _____
ABSENT: _____

ATTEST:

Barry Hitchins
President, Board of Education

Stan Gozur
Secretary, Board of Education

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS

I, Kim Stewart, certify that I am Clerk of the Board of Education of Community Unit School District No. 5, McLean and Woodford Counties, Illinois, and that the foregoing is a true and correct copy of a resolution titled “RESOLUTION OF THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS, ABATING PROPERTY TAXES FOR BRANDT PROPERTIES USA LTD. FOR THE 2019 TAX YEAR” approved by the Board of Education on May 12, 2021.
