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SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

Board of Control Meeting
April 26, 2023
SASED Administrative Center
2900 Ogden
Lisle, IL 60532
6:00 PM
AGENDA

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Public Comment**
4. **Executive Summary**
5. **Consent Agenda**
   a. Approve the Open and Closed Session Minutes from the March 22, 2023 Board of Control Meeting
   b. Approve the Minutes from the December 7, 2022 Policy Committee Meeting
   c. Approve the Minutes from the February 8, 2023 Finance Committee Meeting
   d. Approve the Destruction of the September 22, 2021 and October 27, 2021 Closed Session Recordings as presented on the Closed Session Minutes Log
   e. Personnel Recommendations
      1) Accept/Approve the Resignations, Retirements and Appointments of Contracted Licensed and Educational Support Staff; and the Change of Employment Status for Licensed and Educational Support Staff
   f. Accept the Financial Reports
      1) Treasurers Report
      2) Revenue & Expenditure Reports
      3) Gross Payrolls
      4) Interim Payrolls
      5) Bill List
      6) Interim Checks
   g. Approve the Memorandum of Understanding for Project SEARCH at Central Dupage Hospital
   h. Approve the Shared Cost Agreement between Districts 45, 58, 94 and SASED for 2-Day Key2Ed Training in April 2023
   i. Approve the Intergovernmental Agreement with the Illinois State Board of Education
   j. Approve the ARCON Application for Occupancy and Temporary Facility Report - Southeast Mobile Unit
   k. Approve Microsoft Volume License - Annual Renewal
   l. Approve the ECB&S Legal Fee Increase
   m. Approve the ARCON Architect Fee Increase
   n. Final Reading and Adoption of Revised Policy **4:20 - Fund Balance Policy**
   o. Final Reading and Adoption of Revised Policy Exhibit **5:20-E - Resolution to Prohibit Sexual Harassment**
   p. First Reading of ***Policy 2:110 - Qualifications, Term, and Duties of Board Officers*** from PRESS Release Issue 111 March 2023
   q. First Reading of ***Policy 3:40 - Executive Director*** from PRESS Release Issue 111 March 2023
   r. First Reading of ***Policy 4:60 - Purchases and Contracts*** from PRESS Release Issue 111 March 2023

s. First Reading of ***Policy 5:30 - Hiring Process and Criteria*** from PRESS Release Issue 111 March 2023
t. First Reading of ***Policy 5:90 - Abused and Neglected Child Reporting*** from PRESS Release Issue 111 March 2023
u. First Reading of ***Policy 5:125 - Personal Technology and Social Media*** from PRESS Release Issue 111 March 2023
v. First Reading of ***Policy 5:150 - Personnel Records*** from PRESS Release Issue 111 March 2023
w. First Reading of ***Policy 5:170 - Copyright*** from PRESS Release Issue 111 March 2023
x. First Reading of ***Policy 5:260 - Student Teachers, Interns, and Practicum Students*** from PRESS Release Issue 111 March 2023
y. First Reading of ***Policy 8:20 - Community Use of SASED Facilities*** from PRESS Release Issue 111 March 2023
z. First Reading of Additional Policies: ***Policy 5:70 - Religious Holidays***
aa. First Reading of Additional Policies: ***Policy 5:100 - Professional Development Program***
bb. First Reading of Additional Policies: ***Policy 5:120 - Employee Ethics, Code of Conduct, and Conflict of Interest***
cc. First Reading of Additional Policies: ***Policy 5:290 - Employment Termination and Suspensions***
dd. First Reading of Additional Policies: ***Policy 6:270 - Guidance and Counseling Program***
ee. First Reading of Additional Policies: ***Policy 7:70 - Attendance and Truancy***
ff. First Reading of Additional Policies: ***Policy 7:180 - Prevention of and Response to Bullying, Intimidation and Harassment***
gg. First Reading of Additional Policies: ***Policy 7:220 - Bus Conduct***

6. **Closed Session for Negotiations**
   a. To convene in closed session to discuss collective negotiating matters between the public body and its employees or its representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2c2
   b. To convene in closed session for the purposes of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity (5 ILCS 120/2c1)
7. **Reconvene into Open Session**
8. **Discussion Without Action**
   a. Update on Articles of Joint Agreement Resolution Process and Membership
   b. Recognition of Board Members
   c. March Budget Progress Statement
   d. Enrollment Update
   e. District Satisfaction Survey Results
   f. Board Committee Updates
      1) Negotiations/SASED Support Staff Association
      2) Policy Committee
      3) Finance Committee
9. **Discussion with Action**
   a. Approve SASED Vehicles Purchase
   b. Approve the Proposed Resolution to the Intergovernmental Cooperation Agreement between ISD and SEC for the DuPage/West Cook Regional Special Education Association Catchment Area
   c. Approve the Contract Buy-Out for Occupational Therapist, Samantha Agerinos, through Foxhire/Pedistaff
   d. Approve the Contract Buy-Out for Occupational Therapist, Beth Kern, through Foxhire/Pedistaff

e. Approve the Contract Buy-Out for Occupational Therapist, Emily Malone, through Foxhire/Pedistaff
f. Approve the Classroom Lease Agreement with Keeneyville SD20 for SY23-24
g. Approve the Classroom Lease Agreement with Winfield SD34 for SY23-24
h. Approve the Classroom Lease Agreement with Salt Creek SD48 for SY23-24
i. Approve the Classroom Lease Agreement with Downers Grove SD58 for SY23-24
j. Approve the Classroom Lease Agreement with Maercker SD60 for SY23-24
k. Approve the Classroom Lease Agreement with Cass SD63 for SY23-24
l. Approve the Classroom Lease Agreement with Center Cass SD66 for SY23-24
m. Approve the Classroom Lease Agreement with DuPage High SD88 for SY23-24
n. Approve the Classroom Lease Agreement with Westmont CUSD 201 for SY23-24

10. **Closed Session for Personnel**
    a. To convene in closed session to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2c1
11. **Adjournment**

School Association for Special Education in DuPage
Melinda McGuffin, Ed.D.
Executive Director

Executive Summary for Board of Control Meeting
April 26, 2023

Below are highlights of non-routine items that are on the consent agenda for the upcoming meeting.

If there are any items on the consent agenda that you would like additional information about before a vote, those items can be removed from the consent agenda and placed on the agenda under discussion with action.

Please call me at any time with any questions about the agenda items and I will be happy to provide additional clarification. I can be reached at 630-955-8104.

Announcements

Outdoor Education Day - 7th Annual Day of Exploration and Fun at St. James Farm: May 5, 2023 **SASED Opening Day:** August 10, 2023 hosted by Community High School District #99 at Downers Grove North High School

Consent

- Approve shared cost agreement between Districts 45, 58, 94 and SASED for 2-Day Key2Ed Training in April 2023
    - This was for an IEP facilitation training
- Approve the Intergovernmental Agreement with Illinois State Board of Education
    - This is an agreement for Early CHOICES extending the PDG grant
- Approve the legal and architect fee increases

1st Closed Session for Negotiations

Discussion without Action/Information

- Update on Articles of Joint Agreement Resolution process and membership
    - Effective May 1, 2023
    - Rolling resolutions designating member on Board of Directors and Governing Board
        - Cannot be a District Administrator other than superintendent
    - Proposed meeting dates for FY24
    - Committee membership for FY24
    - Board of Directors election in May of Chairperson, Vice-Chairperson, and Secretary
- Recognition of Board Members
    - April and May meetings
- March Budget Progress Statement
- Enrollment Update
- District Satisfaction Survey Results

2900 Ogden Ave. Lisle, IL 60532
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www.sased.org

School Association for Special Education in DuPage
Melinda McGuffin, Ed.D.
Executive Director

- Board Committee Updates
  - o ***Negotiations/SASED Support Staff Association-Met*** on April 12, 17 and 24. Next meeting date is May 18, 2023
  - o ***Policy Committee***-Met April 11, 2023
    - Awaiting IASB-SBPOL draft for review at end of April
    - Will need multiple dates for committee to review the drafts
  - o ***Finance Committee***-Met April 19, 2023. Next meeting is June 1, 2023.

Discussion with Action

- Approve SASED Vehicles Purchase
- Proposed Resolution to the Intergovernmental Cooperation Agreement between ISD and SEC for the DuPage/West Cook Regional Special Education Association Catchment Area
- Approve the Contract Buy-Outs for three (3) Occupational Therapists through Foxhire/Pedistaff
- Lease Agreements

2nd Closed Session for Personnel

Adjournment

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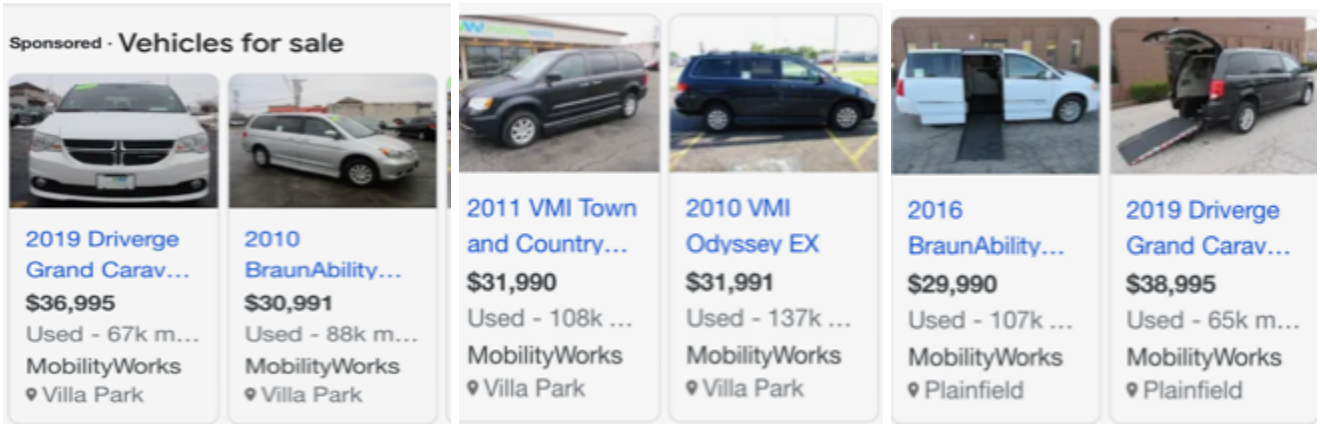
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

To: Board of Control
From: Mindy McGuffin, Executive Director
Date: April 26, 2023
Re: SASED Vehicles

Purpose:
Request authorization to purchase vehicles and buses for FY 24.

Background:
The vehicles used by our programs and services are specifically suited to meet our student and staff needs. The opportunities to acquire these vehicles are limited given the modifications to the vehicles. Additionally, medicaid reimbursement requirements have clarified the need to document the specialized features of the vehicles in order to claim for reimbursement. The current supply chain issues have exacerbated inventory issues across the transportation industry. In order to maintain the continuity of current programming we would need to purchase vehicles and buses for next year. While the administration's preference would be to continue the leasing this is not feasible. The vendor has indicated this is not an option and we can not find another vendor to lease the buses.

Dodge/Chrysler Braun Ability Vans
SASED has had a 5 year lease with Midwest Bus to lease 5 Dodge/Chrusler Ability lift vans. The lease will expire on June 30, 2023. SASED is not able to extend the lease. However, SASED has the option to purchase these vehicles at the end of the lease. Three of these vehicles are currently used by the Transition program for community trips and vocational experiences. The other 2 vehicles are currently used by our Orientation and Mobility staff for student travel training. Below are some comparables. Our leased vehicles are low mileage, have been well maintained, and are already suited to meet the needs of our students and staff.



Thomas C2 36 plus Five Lift buses
SASED has also had a five year lease with Midwest bus to lease five buses. These are Thomas C2 36 plus 5 Lift buses. This lease also expires on June 30, 2023. SASED is not able to extend the lease. I have also not been able to find other vehicles for lease or contract with the configuration that SASED programs are accustomed to operating. The sticking point is the capacity to transport five wheelchairs. Small buses do not have this capacity.

Other area districts and cooperatives do not operate a similar vehicle. In order to maintain the continuity of current programming we would need to purchase buses. Purchase of 3 buses will incur additional insurance costs and maintenance. These costs will be built into the FY24 buses. The vehicles are currently well-maintained and trouble free. We have identified a local maintenance provider who is familiar with our buses who can provide the maintenance services. The three buses will be stored at Center Cass 66 for a small fee of $2000 to cover costs associated with utilities and miscellaneous upkeep items. Aside from the vehicle cost shown below, the maintenance, insurance, D66 fee, and other associated costs will be built into the FY24 budget.

Recommendation:	***Per unit***	***Total***
Purchase of 5 Dodge/Chrysler Braun Ability Lift vans	$25,000 each	$125,000
Purchase of 3 Thomas C2 36 plus 5 Lift buses	$67,000 each	$201,000

VEHICLE TOTAL: $326,000

SASED Board of Control Meeting
March 22, 2023 - 6:00 PM
SASED Administration Center
2900 Ogden Avenue, Lisle, IL 60532

OPEN SESSION MINUTES

Dr. Matt Rich, Chairperson, called the meeting to order at 6:00 pm and welcomed those in attendance.

Roll call was taken with the following responding:

	District	Representative
Present:	Keeneyville School District 20	Terry Walloch
	Benjamin School District 25	Jack Buscemi
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Downers Grove School District 58	Emily Hanus
	Maercker District 60	Dr. Sean Nugent
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Tom Ruggio
	Community High School District 94	Lynn Casey-Maher
	Community Consolidated School District 180	Dr. Tom Schneider
	Lisle Community Unit School District 202	Steve Lesniak
	Elmhurst Community Unit School District 205	Beth Hosler
Absent:	West Chicago Elementary School District 33	
	Cass School District 63 - *(arrived at 6:13pm)*	
	DuPage High School District 88 - *(arrived at 6:38pm)*	
	Community High School District 99 - *(arrived at 6:30pm)*	
	Westmont Community Unit School District 201	

Present: 13 Districts **Absent:** 5 Districts

Also in attendance:

Dr. Melinda McGuffin, Executive Director, SASED
Julie Grohn, Director of Human Resources, SASED
Matthew Layton, Director of Programs and Services, SASED
Christine Martin, Assistant Director of Programs and Services, SASED
Senga Lowe, Board Recording Secretary, SASED
26 Public Members

2. Pledge of Allegiance

3. **Public Comment - Three (3) public comments made.**

4. **Executive Summary - No discussion**

5. **Consent Agenda**
Motion was made to approve the following consent agenda items as presented. This motion, made by Member Nugent and seconded by Member Casey-Maher, Passed.

a. Approved the Open Session and Closed Session Minutes from 2-22-23 Board of Control Meeting
b. Personnel Recommendations
    1) Accepted/Approved the Resignations, Retirements and Appointments of Contracted Licensed and Educational Support Staff; and the Change of Employment Status for Licensed and Educational Support Staff
c. Accepted the Financial Reports
    1) Treasurer's Report for February 2023
    2) Revenue & Expenditure Reports for February 2023
    3) Gross Payrolls in the amount of $1,663,647.86
    4) Interim Payroll in the amount of $558,604.03
    5) Bill List in the amount of $728,940.57
    6) Interim Checks in the amount of $408,042.52
d. Approved the Final Reading and Adoption of Revised Policies:
    2:20 - Powers and Duties of the Board of Control
    2:100 - Board Member Conflict of Interest
    2:105 - Ethics and Gift Ban
    2:210 - Organizational Board of Control Meeting
    2:265 - Title IX Sexual Harassment Grievance Procedure
    3:50 - Administrative Personnel Other Than the Executive Director
    3:60 - Administrative Responsibility of the Building Principal and Program Administrator
    4:10 - Fiscal and Business Management
    4:120 - Food Services
    4:165 - Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors
    5:10 - Equal Employment Opportunity and Minority Recruitment
    5:20 - Workplace Harassment Prohibited
    5:70 - Religious Holidays
    5:120 - Employee Ethics, Code of Conduct, and Conflict of Interest
    5:200 - Terms and Conditions of Employment and Dismissal
    5:220 - Substitute Teachers
    5:280 - Duties and Qualifications
    5:290 - Employment Termination and Suspensions
    5:320 - Evaluation
    6:20 - District Calendar and Day
    6:50 - School Wellness
    6:60 - Curriculum Content
    6:65 - Student Social and Emotional Development
    6:250 - Community Resource Persons and Volunteers
    6:255 - Assemblies and Ceremonies
    6:260 - Complaints About Curriculum, Instructional Materials, and Programs
    6:280 - Grading and Promotion
    6:340 - Student Testing and Assessment Program
    7:20 - Harassment of Students Prohibited
    7:70 - Attendance and Truancy
    7:100 - Health, Eye, and Dental Examinations; Immunizations, and Exclusion of Students
    7:180 - Prevention of and Response to Bullying, Intimidation and Harassment
    7:250 - Student Support Services

7:290 - Suicide and Depression Awareness and Prevention
7:340 - Student Records

e. Approved the First Reading of Revised Policies:
4:20 - Fund Balance Policy
5:20-E - Exhibit - Resolution to Prohibit Sexual Harassment
f. Approved the E-Rate Agreement with Net56 for Managed Internet Broadband Service in the amount of $2,512.50/month with 80% E-Rate Discount
g. Approved the Guardian Terminal Claim Processing Agreement
h. Approved the Payout to Ashlaur Construction in the amount of $20,903.06 for the Projects Completed at Southeast
i. Approved the Service Agreement with ACR dated 1-30-23 for Water Damage Repair to the Mobile Unit at Southeast
j. Approved the Service Agreement with ACR dated 2-7-23 for Water Damage Repair to the Mobile Unit at Southeast
k. Approved the Estimate with ACR dated 3-8-23 for Second Round of Water Damage Repair to the Mobile Unit at Southeast
l. Approved the Agreement with Tracy Levine in the amount of $600 for Professional Development Services in Ethics for Social Workers in April 2023
m. Approved the Agreement with Christopher Tabb of Kate Borg Texas School for the Blind in the amount of $200 for Professional Development Services in March 2023
n. Approved the 2023 Spring Institute Contract with NIU-Naperville
o. Approved the Agreement with Governors State University College of Health and Human Services for OT-PT, and Communication Disorders
p. Approved the 5-year Agreement with RUSH University Medical Center College of Health Sciences for Communication Disorders and Occupational Therapy Programs
q. Approved the Contract with Superior Ambulance in the amount of $1,200 for Outdoor Education Day at St. James Farm May 5, 2023
r. Approved the Contract with Portable John in the amount of $600 for Outdoor Education Day at St. James Farm May 5, 2023

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	Benjamin School District 25	Jack Buscemi
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Downers Grove School District 58	Emily Hanus
	Maercker District 60	Dr. Sean Nugent
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Tom Ruggio
	Community High School District 94	Lynn Casey-Maher
	Community Consolidated School District 180	Dr. Tom Schneider
	Lisle Community Unit School District 202	Steve Lesniak
	Elmhurst Community Unit School District 205	Beth Hosler

Nays: None

Absent:	West Chicago Elementary School District 33
	Cass School District 63
	DuPage High School District 88
	Community High School District 99
	Westmont Community Unit School District 201

Ayes: 13 Districts **Nays:** None **Absent:** 5 Districts

Upon roll call vote, motion carried.

6. Discussion Without Action

a. February Budget Progress Statement - Statement was presented, and there were no questions from the Board.
b. Enrollment Update - As of March 1, 2023, SASED had 346 students enrolled in its programs. Overall enrollment increased by seven students this month (February 2, 2023 to March 1, 2023). SASED programs gained eleven students in that time, and lost four students.
c. Board Committee Updates-
    1. Negotiations Committee-Met on March 13, and scheduled to meet again on April 12, 17 and 24.
    2. Finance Committee – Next meeting scheduled for April 19, 2023
    3. Policy Committee – SASED meeting with Boyd Furgeson with IASB on April 5, 2023, to continue online policy updates with sections 7 and 8. The next committee meeting is scheduled for April 11, 2023.

7. Discussion With Action

a. The Board adopted the Resolution for Non-Renewal of Probationary Part-Time Licensed Staff.

Motion was made to adopt the Resolution for Non-Renewal of Probationary Part-Time Licensed Staff as presented. This motion, made by Member Hosler and seconded by Member Lesniak, Passed.

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	Benjamin School District 25	Jack Buscemi
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Downers Grove School District 58	Emily Hanus
	Maercker District 60	Dr. Sean Nugent
	Cass School District 63	Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Tom Ruggio
	Community High School District 94	Lynn Casey-Maher
	Community Consolidated School District 180	Dr. Tom Schneider
	Lisle Community Unit School District 202	Steve Lesniak
	Elmhurst Community Unit School District 205	Beth Hosler

Nays: None

Absent:	West Chicago Elementary School District 33
	DuPage High School District 88
	Community High School District 99
	Westmont Community Unit School District 201

Ayes: 14 Districts **Nays:** None **Absent:** 4 Districts

Upon roll call vote, motion carried.

b. The Board adopted the Resolution for Non-Renewal and Honorable Dismissal of Licensed Staff.

Motion was made to adopt the Resolution for Non-Renewal and Honorable Dismissal of Licensed Staff as presented. This motion, made by Member Lesniak and seconded by Member Hosler, Passed.

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	Benjamin School District 25	Jack Buscemi
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Downers Grove School District 58	Emily Hanus
	Maercker District 60	Dr. Sean Nugent
	Cass School District 63	Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Tom Ruggio
	Community High School District 94	Lynn Casey-Maher
	Community Consolidated School District 180	Dr. Tom Schneider
	Lisle Community Unit School District 202	Steve Lesniak
	Elmhurst Community Unit School District 205	Beth Hosler

Nays: None

Absent:	West Chicago Elementary School District 33
	DuPage High School District 88
	Community High School District 99
	Westmont Community Unit School District 201

Ayes: 14 Districts **Nays:** None **Absent:** 4 Districts

Upon roll call vote, motion carried.

c. The Board approved SASED's Strategic Plan for 2023-2027 as presented.

Motion was made to approve SASED's Strategic Plan for 2023-2027 as presented. This motion, made by Member Wise and seconded by Member Hanus, Passed.

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	Benjamin School District 25	Jack Buscemi
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Downers Grove School District 58	Emily Hanus
	Maercker District 60	Dr. Sean Nugent
	Cass School District 63	Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Tom Ruggio
	Community High School District 94	Lynn Casey-Maher

	Community High School District 99	Joanna Vazquez-Drexler
	Community Consolidated School District 180	Dr. Tom Schneider
	Lisle Community Unit School District 202	Steve Lesniak
	Elmhurst Community Unit School District 205	Beth Hosler

Nays: None

Absent: West Chicago Elementary School District 33
DuPage High School District 88
Westmont Community Unit School District 201

Ayes: 15 Districts **Nays:** None **Absent:** 3 Districts

Upon roll call vote, motion carried.

8. Closed Session

A motion was made to recess to closed session at 6:44 pm for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2c1; and to discuss collective negotiating matters between the public body and its employees or its representatives, or deliberations concerning salary schedules for one or more classes of employees. 5ILCS 120/2c2.

This motion, made by Member Rich and seconded by Member Walloch, Passed.

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	Benjamin School District 25	Jack Buscemi
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Downers Grove School District 58	Emily Hanus
	Maercker District 60	Dr. Sean Nugent
	Cass School District 63	Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Tom Ruggio
	DuPage High School District 88	Dr. Jean Barbanente
	Community High School District 94	Lynn Casey-Maher
	Community High School District 99	Joanna Vazquez-Drexler
	Community Consolidated School District 180	Dr. Tom Schneider
	Lisle Community Unit School District 202	Steve Lesniak
	Elmhurst Community Unit School District 205	Beth Hosler

Nays: None

Absent: West Chicago Elementary School District 33
Westmont Community Unit School District 201

Ayes: 16 Districts **Nays:** None **Absent:** 2 Districts

Upon roll call vote, motion carried.

9. Adjournment

A motion was made to adjourn at 8:35 pm. This motion, made by Member Cross and seconded by Member Nugent, Passed.

Upon voice vote, motion carried.

Minutes Approved by:

_____	_____
Dr. Matt Rich	Dr. Anthony Palmisano
Chairperson Date	Secretary Date

SASED *SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE*

POLICY COMMITTEE MEETING
December 7, 2022 - 6:30 PM
SASED Administration Center
2900 Ogden Ave., Lisle, IL 60532

MEETING MINUTES

The meeting was called to order at 6:54 p.m. with the following in attendance:

- Ray Kielminski, Salt Creek District 48
- Dr. Jean Barbanente, DuPage High School District 88
- Lynn Casey-Maher, Community High School District 94
- Joanna Vazquez-Drexler, Community High School District 99
- Dr. Melinda McGuffin, SASED Executive Director
- Senga Lowe, SASED Board Recording Secretary

The committee reviewed each policy as outlined below and agreed to the PRESS and staff changes as presented and discussed:

October 2022 PRESS

A. **Policies with Changes**

1) Policy 2:20 - Powers and Duties of the Board; Indemnification
2) Policy 2:100 - Board Member Conflict of Interest
3) Policy 2:105 - Ethics and Gift Ban
4) Policy 2:125 - Board Member Compensation: Expenses
5) Policy 2:125-E - Exhibit - Resolution to Regulate Expense Reimbursements
6) Policy 2:210 - Organizational Board Meeting
7) Policy 2:265 - Title IX Sexual Harassment Grievance Procedure
8) Policy 3:50 - Administrative Personnel Other than the Executive Director
9) Policy 3:60 - Administrative Responsibility of the Program Administrator
10) Policy 4:120 - Food Services
11) Policy 4:165 - Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors
12) Policy 5:10 - Equal Employment Opportunity and Minority Recruitment
13) Policy 5:20 - Workplace Harassment Prohibited
14) Policy 5:120 - Employee Ethics, Code of Professional Conduct, and Conflict of Interest
15) Policy 5:200 - Terms and Conditions of Employment and Dismissal
16) Policy 5:220 - Substitute Teachers
17) Policy 5:280 - Duties and Qualifications
18) Policy 5:290 - Employment Termination and Suspensions
19) Policy 5:320 - Evaluation
20) Policy 6:20 - SASED Calendar and Day
21) Policy 6:50 - Wellness and Nutrition
22) Policy 6:60 - Curriculum Content
23) Policy 6:65 - Student Social and Emotional Development
24) Policy 6:250 - Community Resource Persons and Volunteers
25) Policy 6:255 - Assemblies and Ceremonies
26) Policy 6:260 - Complaints About Curriculum, Instructional Materials, and Programs
27) Policy 6:280 - Grading and Promotion

29) Policy 6:340 - Student Testing and Assessment Program
30) Policy 7:20 - Harassment of Students Prohibited
31) Policy 7:70 - Attendance and Truancy
32) Policy 7:100 - Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students
33) Policy 7:180 - Prevention of and Response to Bullying, Intimidation and Harassment
34) Policy 7:250 - Student Support Services
35) Policy 7:290 - Suicide and Depression Awareness Prevention
36) Policy 7:340 - Student Records

C. **Policies Included in October 2022 Press, But Not Presented for Review at This Meeting**
These policies are being updated by SASED at this time. Will be presented to the committee for review at the next meeting on February 23, 2023.
1) Policy 5:250 - Leaves of Absence
2) Policy 5:330 - Sick Days, Vacations, Holidays and Leaves

D. **IASB School Board Policies Online**
SASED met with Boyd Furgeson of IASB on November 4, 2022 and continued the process for SASED policies online. Policies were reviewed and clarifying questions were answered. Next meeting with Mr. Ferguson is scheduled for January 27, 2023.

The meeting was adjourned at 7:24 p.m.

Approved: _____ 4/11/23
Policy Committee Representative **Date**

Signature **Date**	**Signature** **Date**
BOC Chairperson	**BOC Secretary**

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SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

FINANCE COMMITTEE MEETING
February 8, 2023 - 5:30 PM
SASED Administrative Center
2900 Ogden Avenue, Lisle, IL 60532

MEETING MINUTES

1. Call to Order/Roll Call

Dr. Matt Rich called the meeting to order at 5:37 PM and welcomed those in attendance.
Roll call was taken with the following responding:

	District	Representative
Present:	Benjamin SD 25	Jack Buscemi
	Winfield SD 34	Dr. Matt Rich
	Salt Creek SD 48	Ray Kielminski (via video)
	Maercker SD 60	Sue Caddy
	Woodridge SD 68	Thomas Ruggio
	Westmont CUSD 201	Leah Conover

Absent: None

Also in Attendance:
Dr. Mindy McGuffin, Executive Director, SASED
Senga Lowe, Board Recording Secretary, SASED

2. **Approval of Minutes from December 14, 2022 Finance Committee Meeting**
Motion was made to approve the Minutes from the December 14, 2022 Finance Committee Meeting. This motion was made by Member Conover and seconded by Member Ruggio, with all members voting Aye. Item was passed.

3. **Southeast Alternative School Building Assessment**
A discussion was had about Mr. Wuggazer's inquiry regarding the building fee of $2000 assessed to each student who attends Southeast or the Directions Program. The recommendation was made by the committee to maintain the $2000 student fee, but to add a note on the menu that moving forward that the fee will again be reviewed and considered by a facilities workgroup

Next Steps: Include in the discussion with the Facility Committee in the Spring.

4. **Monthly Budget Progress Statement**
Changes being made are going to help adjust the increase within the overall budget especially when it comes to contract staffing which has caused a significant increase in the budget. As we look at changing classroom locations and hiring of permanent teaching and support staff, the savings will have a direct impact on the budget.

Next Steps: TBD

5. **Fund Balance Policy**
Dr. McGuffin made the recommendation that we keep a fund balance of 20% of the year's expenditures, or $7M cap for the next few years. Committee agreed.

Next Steps: Bring recommendation to the Board of Control.

5. **Life Safety at Southeast School**
Dr. McGuffin went through the work that was completed in 2019 with the committee. The remaining Life Safety plan items that still need to be completed are in areas M-1, M-2, and M-3 before the end of 2024. The question was raised that in order to complete the plenum work, does the roof have to be torn off in those areas? If so, what is the lifespan of the current roofing material in those areas? Will the roofing material be able to be reinstalled? Or should we look at replacing the roof in those areas as well? There was also a question raised regarding the life expectancy of the 3 HVAC units that will also need to be removed to complete the Life Safety work. Are they reaching their life expectancy with an age of 27 years old? We should maybe consider looking at solar or geothermal options for replacement. There will definitely be an increase in the cost originally quoted for this project. Funding will need to be provided by maintenance or building assessment funds currently available, as well as the $50,000 grant received. Material availability is also a current issue so materials should be ordered as soon as possible so that deadline can be met.

Next Steps: Dr. McGuffin to schedule a meeting with HVAC contractor to review existing units and discuss with BOC in March.
Establish a Facilities Committee as part of the new strategic plan.

5. **Adjournment**
Dr. Rich called to adjourn meeting at 6:46 PM, with all members voting Aye.

Approved: _____ 4-6-23
Finance Committee Representative **Date**

Signature	**Date**	**Signature**	**Date**
BOC Chairperson		**BOC Secretary**	

School Association for Special Education in DuPage

Shaded dates board action completed

BOLDED DATES=Board action date to destroy recording of closed session.

Log of Closed Session Minutes

The Board Secretary or Recording Secretary shall maintain a list of closed meeting minutes, arranged according to the reason for the closed meeting, that have not been released for public inspection.

Closed Session Held to Discuss:	Dates of Closed Sessions		
Specific employee(s) or District legal counsel. 5 ILCS 120/2(c)(1).	May 28, 03	June 25, 03	July 23, 03
	September 24, 03	October 22, 03	December 3, 03
	January 28, 04	February 25, 04	March 24, 04
	April 28, 04	May 26, 04	June 23, 04
	July 28, 04	December 1, 04	January 26, 03
	March 23, 05	April 27, 05	May 25, 05
	June 22, 05	October 26, 05	November 30, 05
	January 25, 06	February 15, 06	February 22, 06
	March 22, 06	April 26, 06	June 28, 06
	August 23, 06	October 25, 06	March 28, 07
	May 23, 07	June 27, 07	July 25, 07
	August 22, 07	September 26, 07	October 24, 07
	December 19, 07	February 27, 08	March 19. 08
	April 16, 08	May 28, 08	July 23, 08
	August 30, 08	September 17, 08	October 22, 08
	November 19, 08	December 17, 08	January 28, 09
	March 25, 09	April 22, 09	June 24, 09
	September 23, 09	October 28, 09	December 9, 09
	January 27, 10	May 26, 10	August 25, 10
	October 27, 10	December 8, 10	February 23, 11
	March 23, 11	September 28, 11	October 26, 11
	April 18, 12	May 23, 12	June 27, 12
	August 22, 12	November 28, 12	February 20, 2013
	April 24, 2013	May 22, 2013	June 26, 2013
	August 21, 2013	September 18, 2013	October 23, 2013
	March 26, 2014	April 23, 2014	December 3, 2014
	April 29, 2015	October 28, 2015	May 25, 2016
	June 22, 2016	October 26, 2016	January 25, 2017
	February 22, 2017	March 22, 2017	August 23, 2017
	Sept. 20, 2017	October 25, 2017	December 5, 2017
	January 24, 2018	April 25, 2018	May 23, 2018
	October 24, 2018 **4/20**	August 21, 2019 **1/21**	September 18, 2019 **2/21**
	October 23, 2019 **3/21**	January 22, 2020 **6/21**	February 26, 2020 **8/21**
	March 25, 2020 **9/21**	April 22, 2020 **10/21**	May 14, 2020 **11/21**
	June 17, 2020	August 23, 2020	September 23, 2020

Closed Session Held to Discuss:	Dates of Closed Sessions		
	12/21	**2/22**	**3/22**
	October 28, 2020 **4/22**	December 9, 2020 **6/22**	January 27, 2021 **7/22**
	February 24, 2021 **8/22**	March 24, 2021 **9/22**	April 28, 2021 **10/22**
	May 19, 2021 **11/22**	June 23, 2021 **12/22**	August 25, 2021 **1/23**
	October 27, 2021 **3/23**	March 23, 2022 **8/23**	August 17, 2022 **1/24**
	Sept 28, 2022 **2/24**	October 26, 2022 **3/24**	January 25, 2023 **6/24**
	February 22, 2023 **7/24**	March 22, 2023 **8/24**	
Collective negotiation matters or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).	March 5, 03	May 28, 03	June 25, 03
	July 23, 03	August 27, 03	September 24, 03
	January 28, 04	February 25, 04	August 25, 04
	September 27, 04	October l27, 04	December 1, 04
	January 26, 05	February 23, 05	March 23, 05
	April 27, 05	May 25, 05	June 22, 05
	July 27, 05	August 24, 05	September 28, 05
	April 26, 06	March 28, 07	April 18, 07
	May 23, 07	August 27, 07	September 26, 07
	October 24, 07	February 27, 08	March 19, 08
	April 16, 08	May 28, 08	July 23, 08
	August 30, 08	September 17, 08	October 22, 08
	November 19, 08	December 17, 08	January 28, 09
	May 25, 11	June 22, 11	August 24, 11
	September 28, 11	October 26, 11	March 20, 2013
	April 24, 2013	May 22, 2013	June 26, 2013
	August 21, 2013	September 18, 2013	October 23, 2013
	June 25, 2014	August 27, 2014	September 24, 2014
	December 3, 2014	February 28, 2015	March 25, 2015
	April 29, 2015	March 22, 2017	April 24, 2017
	May 24, 2017	June 21, 2017	August 23, 2017
	Sept. 20, 2017	October 25, 2017	December 5, 2017
	December 4, 2019	January 22, 2020 **6/21**	March 25, 2020 **9/21**
	May 14, 2020 **11/21**	September 23, 2020 **3/22**	October 28, 2020 **4/22**
	December 9, 2020 **6/22**	January 27, 2021 **7/22**	February 24, 2021 **8/22**
	March 24, 2021 **9/22**	April 28, 2021 **10/22**	May 19, 2021 **11/22**
	May 18, 2022 **11/23**	October 26, 2022 **3/24**	January 25, 2023 **6/24**
	March 22, 2023 **8/24**		

Closed Session Held to Discuss:	**Dates of Closed Sessions**		
Selection of a person to fill a vacancy on the Board. 5 ILCS 120/2(c)(3)			
Evidence or testimony presented in a hearing where authorized by law. 5 ILCS 120/2(c)(4).			
Purchase or lease of real property. 5 ILCS 120/2(c)(5).			
Setting of a price for sale or lease of District property. 5 ILCS 120/2(c)(6).			
Sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).			
Security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger. 5 ILCS 120/2(c)(8).			
Student disciplinary cases. 5 ILCS 120/2(c)(9). *Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.*			
Any matter involving an individual student. 5 ILCS 120/2(c)(10). *Minutes of meetings held for this reason shall never be released to protect the individual student's privacy.*			
Litigation, when an action against, affecting, or on behalf of the District has been filed and is pending before a court or administrative tribunal, or when the Board finds that an action is probable or imminent. 5 ILCS 120/2(c)(11).	June 22, 2016	August 24, 2016	October 26, 2016
	Feb 26, 2020 **8/21**	March 25, 2020 **9/21**	April 22, 2020 **10/21**
	April 28, 2021 **10/22**	September 22, 2021 **2/23**	
Establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the District or any intergovernmental risk management association or self insurance pool. 5 ILCS 120/2(c)(12).			
Self-evaluation, practices and procedures or professional ethics, when meeting with an IASB representative. 5 ILCS 120/2(c)(16).			
Minutes of meetings lawfully closed, whether for purposes of approval or semi-annual review. 5 ILCS 120/2(c)(21).			

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SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

PROPOSED PERSONNEL ACTION

1. Resignations/Retirements/Terminations – Licensed Staff

Name	Position	Funding Source	Initial Employment Date	Last Day Worked	Reason
Froehling, Anna	Teacher/VI Albright	Tuition	8/10/2022	6/6/2023	Accepted another position
Koller, Jennifer	Speech/Language Pathologist MN Program	Tuition	10/25/2021	6/2/2023	Relocating
Sebo, Jamie	Teacher/MN Willowbrook	Tuition	8/10/2022	6/1/2023	Relocating

2. Resignations/Retirements/Terminations – Registered Staff

Barajaz, Dina	Physical Therapist	User Fee Member Dists.	8/18/2004	6/30/2027	Retiring
Burns, Richard	Occupational Therapist	User Fee Member Dists.	8/21/2001	11/1/2027	Retiring
Schmidt, Michelle	Occupational Therapist	User Fee Member Dists.	8/16/2011	6/7/2023	Accepted another position

3. Resignations/Retirements/Terminations – Educational Support Staff

Cox, Robin	1:1 Teacher Assistant	User Fee Dist. #C212	9/29/2018	TBD	Rescinding her 6/2/2023 retirement
Petrilli, Gia	10-month Admin. Asst. MN/Transition Program	Tuition	8/1/2018	7/31/2023	Retiring
Winland, Lisa	1:1 Teacher Assistant	User Fee Dist. #99	9/24/2018	4/4/2023	Relocating
Woo, Alexandria	1:1 Teacher Assistant	User Fee Dist. #202	10/29/2019	3/31/2023	Accepted another position

4. Appointments – Educational Support Staff

Name	Position	Funding Source	Initial Employment Date	Hourly Rate	Salary
Leonard, Zachary	Signing Assistant/DHH North School	Tuition	4/3/2023	$18.00	

5. Appointments – Administrative Staff - Contracted

Name	Position	Funding Source	Initial Employment Date	Hourly Rate	Salary
Sellers, David	Business Office Consultant/CSBO	Local Funds	11/1/2022-7/31/2023	$85.00 up to 44 additional hours after the 4/28/2023 payroll. Beyond 44 hours, the rate will be $125.00 per hour until and if Mr. Sellers attains 320 total hours in calendar year FY23. After that, the rate will drop to $90.00 per hour.	

6. Appointments – Registered Staff - Contracted

Name	Position	Funding Source	Initial Employment Date	Hourly Rate	Salary
Kelly, Kasia	RN/MN Program-Pro Care Therapy	Tuition	5/1/2023	$78.00	
Somera, Maria Divina	RN/MN Program-Soliant	Tuition	4/6/2023	$80.00	

NOTE: The Administration assures the Board that all of the above salaries are within Board approved ranges and/or schedules.

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SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

FOR INFORMATION ONLY

1. Leaves of Absences/FMLA – Licensed Staff

Name	Position	Length of Leave
Broderick, Michelle	Teacher/MN Winfield	4/17/2023 – 4/21/2023

2. Leaves of Absences/FMLA – Registered Staff

Petersen, Jennifer	Occupational Therapist Member Districts	4/4/2023 – TBD (Intermittent)

3. Leaves of Absences/FMLA – Educational Support Staff

McCarthy, Larry	Maintenance Manager Administrative Center	4/14/2023 – 5/25/2023

From: **Anna Froehling** <afroehling@sased.org>
Date: Mon, Apr 3, 2023 at 8:03 AM
Subject: Next Year
To: Amy Gebre <agebre@sased.org>

Hello Amy
I wanted to let you know that I accepted a job offer at NIA and I will not be returning to SASED. I would like to thank you for all you have done for me and all I learned this year.

Anna Froehling

April 4, 2023

SASED Multi Needs and HR Departments
2900 Ogden Ave
Lisle, IL 60532

Subject: Letter of Resignation

Dear Kati Curby and Julie Grohn,

Please accept this letter as formal notification that I am resigning from my position as a Speech-Language Pathologist at Willowbrook High School as part of SASED's Multi-Needs program. My last day will be at the conclusion of the school year, June 2, 2023 as my husband and I are relocating over the summer.

Thank you so much for the opportunity to work in this position for the past year and a half. I've greatly enjoyed and appreciated the opportunities I've had in working with the teachers, therapists and mostly, students here at Willowbrook High School. I've truly appreciated the opportunities for professional development, especially our most recent district-wide PD day regarding Gestalt Language Processing.

During my last two months, I'll do everything possible to wrap up my duties and ensure that files are in order so it could be a seamless transition for the SLP replacing me. Please let me know if there's anything else I can do to aid during the transition.

I wish SASED continued success and thank you so much again for this opportunity.

Sincerely,

Jennifer Koller, M.S. CCC-SLP/L

Licensed Speech-Language Pathologist

From: **Jamie Sebo** <jsebo@sased.org>
Date: Wed, Apr 19, 2023 at 4:12 PM
Subject: Next school year
To: Julie Grohn <jgrohn@sased.org>

Hi Julie,

I wanted to let you know that I will not be returning to SASED next school year. I have let Kati Curby know about this already. Please let me know if I need to do anything prior to the end of the school year.

Thank you so much!
Jamie Sebo

--
Jamie Sebo
SASED Multi-Needs Teacher
Willowbrook High School

March 31, 2023

Dear SASED Board Members,

I have loved working for SASED for the past 19 years. I have especially loved working with the Deaf and Hard of Hearing and Multi-Needs populations. It is with a heavy heart that I am writing this letter to inform you it is my intention to retire in four years, at the end of the 2026-2027 school year.

Best Regards,

Dina Barajaz

Dina Barajaz
SASED Physical Therapist

Date: March 22, 2023

To: Julie Grohn

SASED Human Resources Department

From: Richard Burns (D.O.B. 10/25/1967)

SASED Occupational Therapist

Dear Julie,

With this letter I am formally communicating my intent to retire from SASED on Monday, November 1, 2027. I will work the next four academic years (2023/34 through 2026/27) and then work until the end of the day on November 1, 2027.

I am requesting written verification that SASED has received this as well as written verification that I will receive the contractual additional 2% raise in salary over the next four academic years as a result of this letter.

Please let me know if there are any immediate additional actions I need to take or any other relevant information which I need to know regarding this process.

Thank you so much for your help!

Richard Burns

SASED Occupational Therapist

Michelle L Schmidt, OTR/L, BCP, ATP

1421 Spruce Lane, Westmont, IL 60559
Phone: 630-643-3943 Email: otdancer@comcast.net

April 18, 2023

Julie Grohn
Human Resources
School Association for Special Education in DuPage County
2900 Ogden Avenue
Lisle, IL 60532

Dear Ms. Grohn:

I am writing to notify you that I will be resigning from my position as a School Occupational Therapist with SASED at the end of this 2022-23 school year. My last day of employment will be June 7, 2023.

I greatly appreciate the opportunities that the organization has provided me, as well as the profession guidance and support that has allowed me to grow within my role as a school OT. Although I will sincerely miss this position, my colleagues, and the school communities I have had the opportunities to work with over the past 12 years, I have found a position that will continue to allow me to pursue my passion for OT, while combining additional opportunities for growth in the areas of behavioral and mental health. As these are subjects that are near and dear to my heart, I feel this is the right time to move onto new challenges and opportunities. I wish everyone at SASED all the best in the future.

If I can be of any assistance during the transition, I'd be happy to help!

Sincerely,

Michelle L Schmidt OTR/L, BCP, ATP

Michelle L. Schmidt, OTR/L, BCP, ATP

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
SCHEDULE OF INVESTMENTS
March 31, 2023

	AMOUNT	INTEREST RATE	TERM	LOCATION	Security/Collateralization
EDUCATION FUND					
PMA IL School District Liquid Asset Fund					
Depository Accounts - Liquid	**5,339.65**	0.451%	Money Market	ISDLAF	Money Market Mutual Fund
Depository Accounts - Liquid - DuPage West Cook	**15,602.21**	0.444%	Money Market	ISDLAF	Money Market Mutual Fund
	20,941.86				
FIFTH THIRD BANK					
Depository and Demand Deposit Accounts	**9,731,102.72**	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	**647,367.48**	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	**98,220.83**	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
	10,476,691.03				
FIFTH THIRD SECURITIES					
Cash & Cash Equivalents	**30,335.37**	Varies	Money Market	Fifth Third Securities, Custodian	Money Market Mutual Fund
Certificates of Deposit - short-term	**245,000.00**	Varies	Various, < 1 yr	Fifth Third Securities, Custodian	FDIC Insured
Certificates of Deposit - long-term	**2,205,000.00**	Varies	Various, > 1 yr	Fifth Third Securities, Custodian	FDIC Insured
U S Treasuries - short-term	**862,523.00**	Varies	Various	Fifth Third Securities, Custodian	US Gov't. Obligation
U S Treasuries - long term	**993,105.00**	Varies	Various	Fifth Third Securities, Custodian	US Gov't. Obligation
U S Agencies - Short term	**250,000.00**	Varies	Various	Fifth Third Securities, Custodian	"Full faith and credit of US..."
U S Agencies - long term	**750,000.00**	Varies	Various	Fifth Third Securities, Custodian	"Full faith and credit of US..."
Corporate Bonds	-				
Municipal Bonds	-				
Other assets, including prepaid interest	-				
	5,335,963.37				
	15,833,596.26	**TOTAL**			

School Association for Special Education in DuPage County
Treasurer's Report
March 31, 2023

CASH ACTIVITY REPORT	A EDUCATION FUND	B SELF FUNDED DENTAL INSUR	C FSA	D SELF FUNDED MEDICAL INSUR	A + B + C + D TOTAL EDUCATION FUND
Beginning Balance					
Investments	11,834,527.39	379,371.09	(30,290.10)	402,793.13	12,586,401.51
February Activity					
Interest Earned	11,221.85				11,221.85
Gains/(Losses) on Sales of Securities	-				-
Record Health Fund Transfers	6,285.81	(19,023.32)	(2,766.36)	15,503.87	-
Cash Receipts	6,154,297.10	1,303.37		4,484.71	6,160,085.18
Cash Disbursements - General	(1,242,669.24)		(9,824.40)		(1,252,493.64)
- Payroll	(1,671,618.64)				(1,671,618.64)
Subtotal	3,257,516.88	(17,719.95)	(12,590.76)	19,988.58	3,247,194.75
Ending Balance	**15,092,044.27**	**361,651.14**	**(42,880.86)**	**422,781.71**	**15,833,596.26**
Investment - Demand Deposit - Fifth Third Bank	9,731,102.72	360,347.77	(33,056.46)	418,297.00	10,476,691.03
IL School District Liquid Asset Fund	20,941.86				20,941.86
Fifth Third Securities	5,335,963.37	-	-	-	5,335,963.37
	15,088,007.95	**360,347.77**	**(33,056.46)**	**418,297.00**	**15,833,596.26**

Don Robinson, Treasurer

DuPage West Cook Intergovernmental Agreement with School Association for Special Education in DuPage County as fiscal agent
Treasurer's Report
March 31, 2023

CASH ACTIVITY REPORT

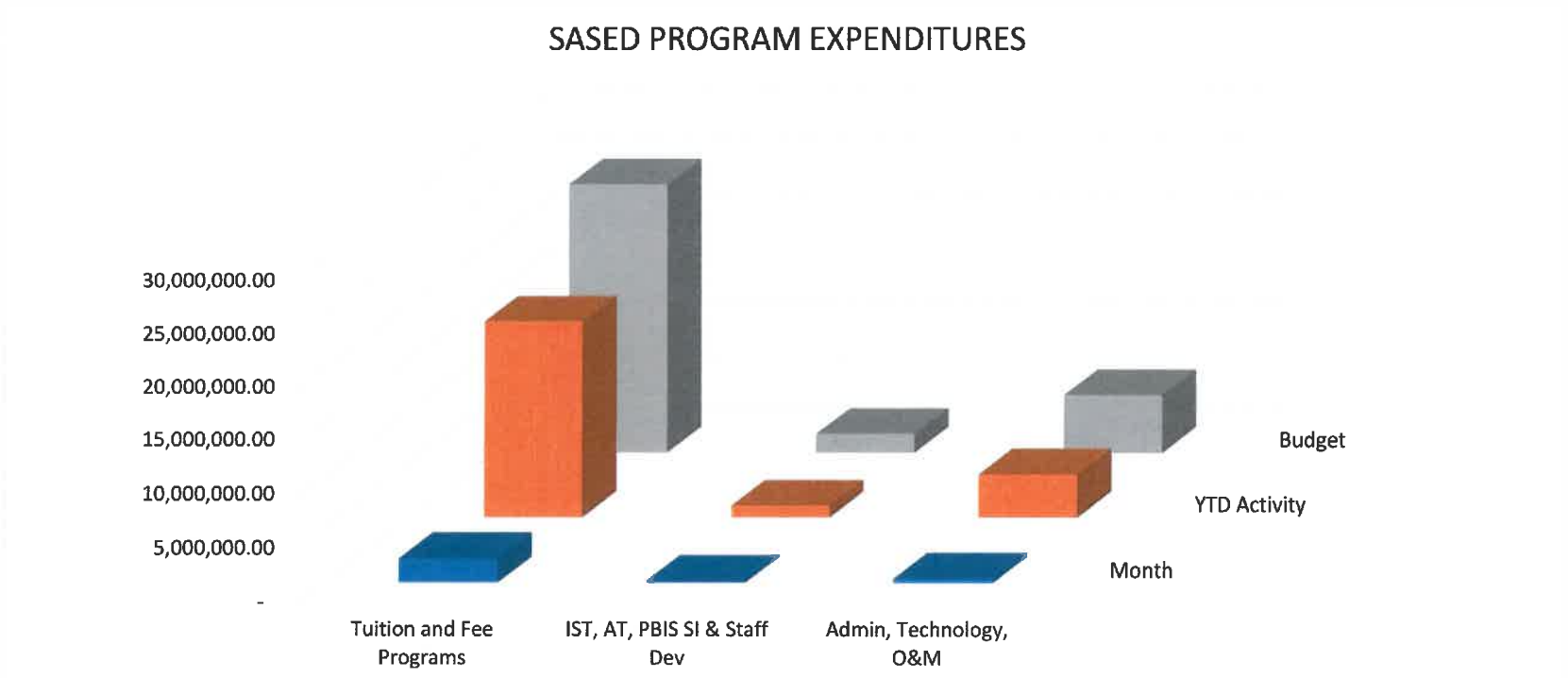
Beginning Balance 3/1/23	15,541.35
December Activity - Interest Earned	60.86
Ending Balance*	15,602.21

*This balance is incorporated as a component of the SASED Treasurer's Report.

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY EXPENDITURE REPORTING
3/31/2023

SASED PROGRAMS

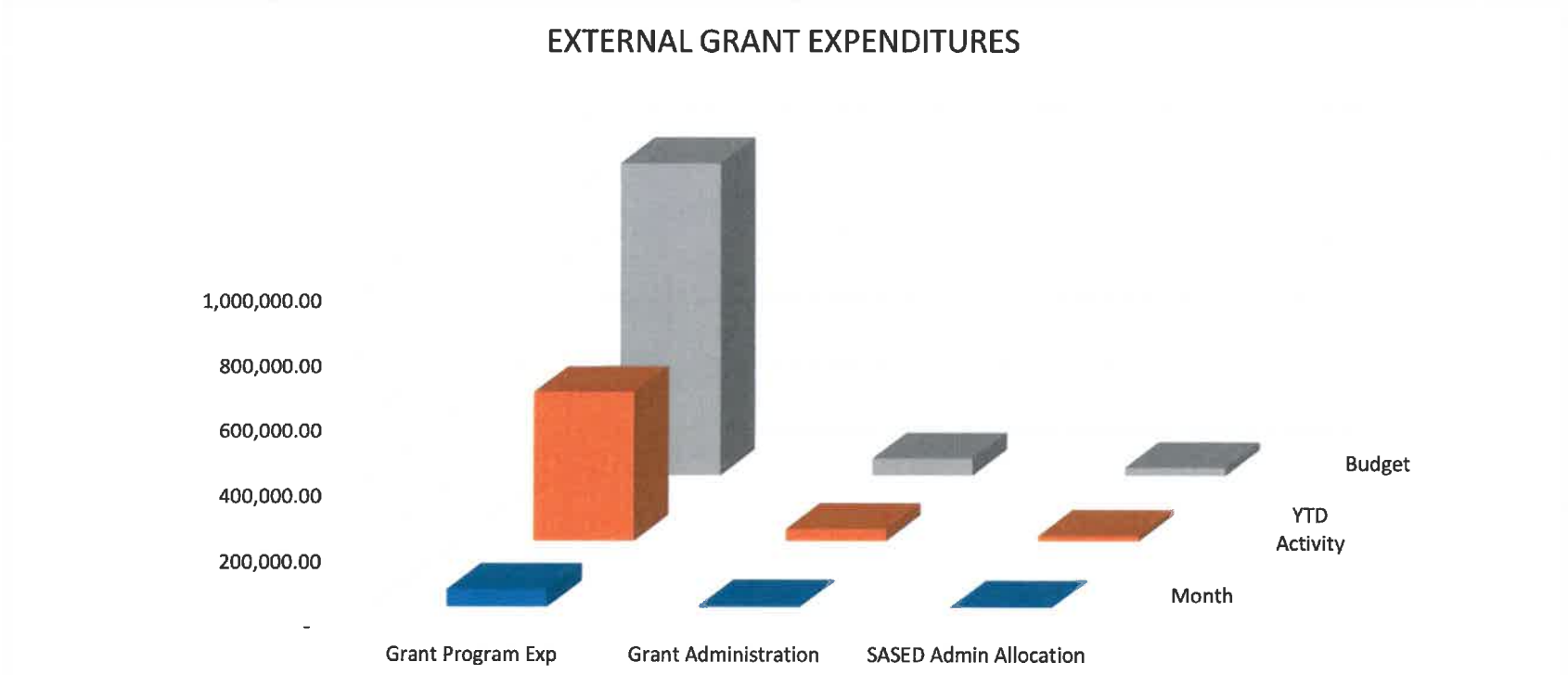
Program	Mar-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Tuition and Fee Programs	2,214,389.13	18,377,282.51	25,121,190.00	73.2%
IST, AT, PBIS SI & Staff Dev	147,393.05	1,077,902.10	1,762,908.00	61.1%
Admin, Technology, O&M	367,454.44	4,027,197.66	5,455,353.00	73.8%
	2,729,236.62	23,482,382.27	32,339,451.00	72.6%



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY EXPENDITURE REPORTING
31-Mar-23

EXTERNAL GRANT PROGRAMS

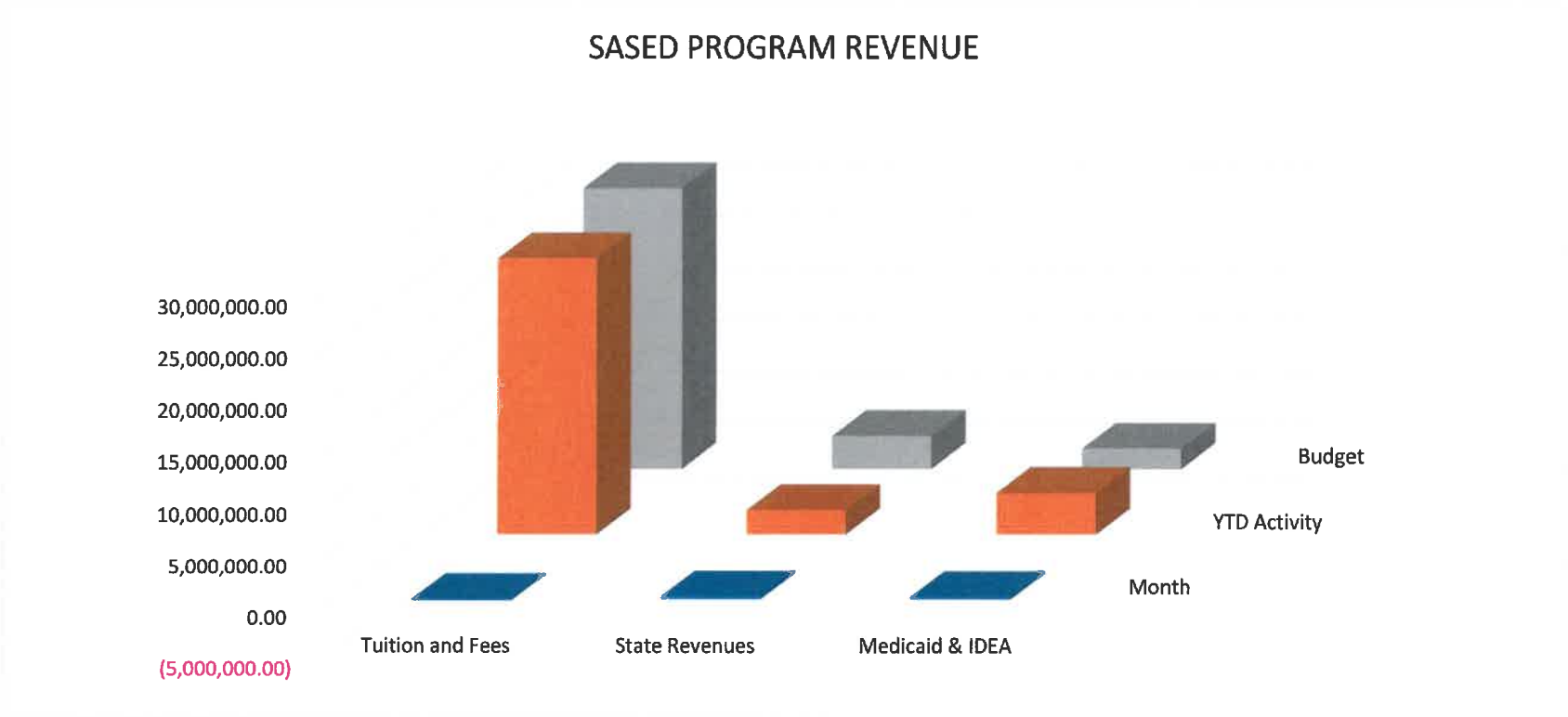
Program	Mar-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Grant Program Exp	53,017.41	459,081.70	959,737.00	47.8%
Grant Administration	3,947.40	36,522.72	52,084.00	70.1%
SASED Admin Allocation	1,456.04	15,943.36	24,496.00	65.1%
Total	58,420.85	511,547.78	1,036,317.00	49.4%



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY REVENUE REPORTING
31-Mar-23

SASED PROGRAMS

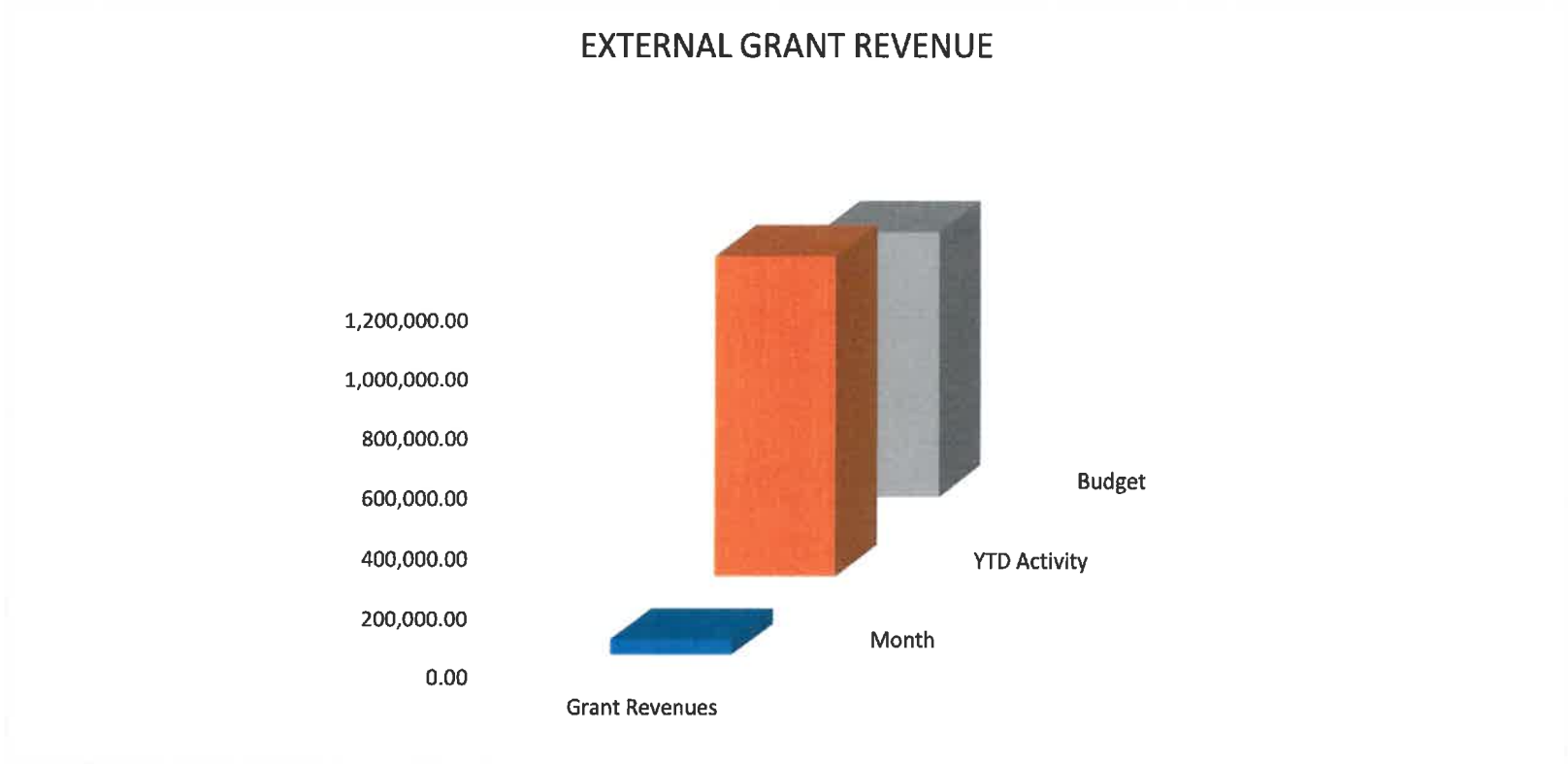
Program	Mar-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Tuition and Fees	(140,152.60)	26,610,611.08	27,135,233.00	98.1%
State Revenues	254,510.00	2,325,640.95	3,174,607.00	73.3%
Medicaid & IDEA	236,259.15	3,966,481.85	1,955,254.00	202.9%
Total	350,616.55	32,902,733.88	32,265,094.00	102.0%



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY REVENUE REPORTING
31-Mar-23

EXTERNAL GRANT PROGRAMS

Program	Mar-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Grant Revenues	52,106.56	1,074,479.90	891,617.00	120.5%



GROSS PAYROLL

March 2023 $ 1,670,618.64

TOTAL SALARY	:	1,670,618.64
TOTAL DEDUCTIONS	:	580,670.98
TOTAL EMPLOYEES	:	332

********** End of report **********

INTERIM PAYROLL LIABILITIES

March 2023 $ 565,116.60

3/15/2023 Payroll Accounts Payable Check Register

Check #	Vendor Name	Check Date	Check Amount	
222300660	SASED EDUCATION ASSOCIATION	3/15/2023	$3,258.13	
222300661	SASED SUPPORT STAFF ASSOCIATION	3/15/2023	$1,144.63	
		2 ACH Check(s) For a Total of		$4,402.76
102422	STATE DISBURSEMENT UNIT	3/15/2023	$172.26	
102423	STATE DISBURSEMENT UNIT	3/15/2023	$380.00	
		2 Computer Check(s) For a Total of		$552.26
202200283	ILLINOIS DEPT OF REVENUE	3/15/2023	$33,484.55	
202200286	TEACHERS RETIREMENT (2.2%)	3/15/2023	$2,724.60	
202200287	TEACHERS RETIREMENT SYSTEM	3/15/2023	$42,278.60	
202200288	THIS (TRS HEALTH) FUND	3/15/2023	$7,375.25	
202200289	MB FINANCIAL (FEDERAL)	3/15/2023	$62,640.95	
202200290	MB FINANCIAL BANK (FICA-E)	3/15/2023	$32,100.25	
202200291	MB FINANCIAL BANK (FICA-W)	3/15/2023	$32,100.25	
202200292	THE OMNI GROUP	3/15/2023	$1,423.00	
202200293	CUNA MUTUAL GROUP	3/15/2023	$23,757.27	
202200294	TEACHERS RETIREMENT SYSTEM SSP	3/15/2023	$1,030.00	
		10 Wire Transfer Check(s) For a Total of		$238,914.72
		2 ACH Checks For a Total of		$4,402.76
		2 Computer Checks For a Total of		$552.26
		Total for 14 Manual, Wire Tran, ACH & Computer Checks		$243,869.74
			Net Amount	$243,869.74
10	EDUCATION FUND			$243,869.74

3/31/2023 Payroll Accounts Payable Check Register

Check #	Vendor Name	Check Date	Check Amount	
222300737	BAY, JULIE D	3/31/2023	$600.00	
222300738	CANNATA, SAM	3/31/2023	$600.00	
222300739	DIAMOND, NANETTE	3/31/2023	$600.00	
222300740	SASED EDUCATION ASSOCIATION	3/31/2023	$3,258.13	
222300741	SASED SUPPORT STAFF ASSOCIATION	3/31/2023	$1,144.63	
222300742	SCHROEDER, LYNN A	3/31/2023	$600.00	
222300743	SMITH, LISA	3/31/2023	$600.00	
222300744	THIELSEN, MYRA LYNN	3/31/2023	$600.00	
		8 ACH Check(s) For a Total of		$8,002.76
102500	STATE DISBURSEMENT UNIT	3/31/2023	$172.26	
102501	STATE DISBURSEMENT UNIT	3/31/2023	$380.00	
102502	UNITED WAY OF NAPERVILLE	3/31/2023	$20.00	
		3 Computer Check(s) For a Total of		$572.26
202200284	IMRF (EMPLOYEES CONT)	3/15/2023	$18,479.17	
202200285	IMRF (EMPLOYERS CONT)	3/15/2023	$17,135.76	
202200295	ILLINOIS DEPT OF REVENUE	3/31/2023	$33,323.79	
202200296	IMRF (EMPLOYEES CONT)	3/31/2023	$18,601.65	
202200297	IMRF (EMPLOYERS CONT)	3/31/2023	$17,265.51	
202200298	TEACHERS RETIREMENT (2.2%)	3/31/2023	$2,712.07	
202200299	TEACHERS RETIREMENT SYSTEM	3/31/2023	$42,084.81	
202200300	THIS (TRS HEALTH) FUND	3/31/2023	$7,341.42	
202200301	MB FINANCIAL (FEDERAL)	3/31/2023	$62,411.10	
202200302	MB FINANCIAL BANK (FICA-E)	3/31/2023	$32,123.85	
202200303	MB FINANCIAL BANK (FICA-W)	3/31/2023	$32,123.85	
202200304	THE OMNI GROUP	3/31/2023	$1,423.00	
202200305	CUNA MUTUAL GROUP	3/31/2023	$23,540.50	
202200306	TEACHERS RETIREMENT SYSTEM SSP	3/31/2023	$1,030.00	
202200307	ILLINOIS DEPT OF REVENUE	3/31/2023	$12.58	
202200308	TEACHERS HEALTH INSURANCE SECURITY (THIS) FUND	3/31/2023	$404.12	
202200309	TEACHERS RETIREMENT (FED)	3/31/2023	$2,658.66	
		17 Wire Transfer Check(s) For a Total of		$312,671.84
		8 ACH Checks For a Total of		$8,002.76
		3 Computer Checks For a Total of		$572.26
		Total for 28 Manual, Wire Tran, ACH & Computer Checks		$321,246.86
			Net Amount	$321,246.86
10	EDUCATION FUND			$321,246.86

BILLS PAYABLE LIST – FLOW THROUGH

April 27, 2023 $ 384,064.50

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
04/27/2023	102532	ADDISON SCHOOL DISTR	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	177.70
04/27/2023	102533	WEST CHICAGO SCHOOL	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	39,376.80
04/27/2023	102534	WINFIELD SCHOOL DIST	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	2,045.30
04/27/2023	102535	FRANKLIN PARK SCH DI	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	591.78
04/27/2023	102536	RIVER GROVE DISTRICT	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	500.26
04/27/2023	102537	FAIRMONT SCHOOL DIST	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	767.42
04/27/2023	102538	FOREST PARK DISTRICT	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	800.40
04/27/2023	102539	HILLSIDE SCHOOL DIST	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	3,551.50
04/27/2023	102540	RIVERSIDE PUBLIC SCH	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	1,048.88
04/27/2023	102541	CICERO SCHOOL DIST #	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	1,079.05
04/27/2023	102542	BERWYN SOUTH S.D. 10	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	1,542.29
04/27/2023	102543	LYONS SCHOOL DISTRIC	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	339.68
04/27/2023	102544	SUMMIT SCHOOL DIST #	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	731.79
04/27/2023	102545	NORTH PALOS SCHOOL D	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	437.08
04/27/2023	102546	ORLAND DISTRICT #135	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	480.04
04/27/2023	102547	COMMUNITY SCHOOL DIS	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	556.74
04/27/2023	102548	WESTMONT CUSD #201	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	5,575.63
04/27/2023	102549	INDIAN PRAIRIE CUSD	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	371.92
04/27/2023	102550	PROVISO TOWNSHIP #20	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	192.20
04/27/2023	102551	COMMUNITY H.S. DISTR	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	494.97
04/27/2023	102552	VALLEY VIEW DIST #36	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	4,040.58
			Totals for checks	64,702.01

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
04/27/2023	222300754	KEENEYVILLE DISTRICT	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	9,857.47
04/27/2023	222300755	BENJAMIN SCHOOL DIST	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	1,743.22
04/27/2023	222300756	DUPAGE COUNTY SCHOOL	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	150,635.49
04/27/2023	222300757	SALT CREEK SCHOOL DI	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	5,088.14
04/27/2023	222300758	DOWNERS GROVE DISTRI	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	8,847.75
04/27/2023	222300759	MAERCKER DISTRICT #6	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	10,698.84
04/27/2023	222300760	CASS SCHOOL DISTRICT	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	7,245.90
04/27/2023	222300761	CENTER CASS DISTRICT	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	4,624.70
04/27/2023	222300762	WOODRIDGE DISTRICT #	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	39,645.92
04/27/2023	222300763	DUPAGE HS DISTRICT #	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	6,219.33
04/27/2023	222300764	COMMUNITY HS DISTRIC	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	11,453.05
04/27/2023	222300765	COMMUNITY HS DIST #9	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	7,945.89
04/27/2023	222300766	COMMUNITY CONSOLIDAT	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	14,406.59
04/27/2023	222300767	LISLE CUSD #202	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	17,233.58
04/27/2023	222300768	ELMHURST CUSD #205	Medicaid Fee For Service for Aug, Sept, Oct and Nov 2022	23,716.62
			Totals for checks	319,362.49

BILLS PAYABLE LIST – GRANTS

April 27, 2023 $ 2,842.12

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
04/27/2023	102634	COMMUNITY SCHOOL DIS	FY23 STEP Grant - Transition	274.99
04/27/2023	102635	SIMPLE MACHINES MARK	TM Support	82.50
			Totals for checks	357.49

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
04/27/2023	222300835	ACCOUNTABILITY SOLUT	FY 2023 Contract for Services	1,200.00
04/27/2023	222300836	BAIN, AMY	Travel/Phone/Internet	120.82
04/27/2023	222300837	KREMER, ANN	Travel/Internet/Phone	416.69
04/27/2023	222300838	REISING RECHNER, PAM	Travel/Phone/Internet	318.88
04/27/2023	222300839	ROPARS, EMILY	Phone/Internet	74.41
04/27/2023	222300840	SCHACKMANN, JULIE	Travel/Phone/Internet	353.83
			Totals for checks	2,484.63

BILLS PAYABLE LIST – SASED PROGRAMS

April 27, 2023 $ 822,094.81

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
04/27/2023	102531	ODP BUSINESS SOLUTIO	Supplies	247.36
04/27/2023	102531	ODP BUSINESS SOLUTIO	Hand Soap Refills	-91.76
04/27/2023	102531	ODP BUSINESS SOLUTIO	kitchen supplies	28.90
04/27/2023	102531	ODP BUSINESS SOLUTIO	sandwich bags for lunch room	11.56
04/27/2023	102531	ODP BUSINESS SOLUTIO	supplies for Amy Bain	207.13
04/27/2023	102531	ODP BUSINESS SOLUTIO	supplies for Ann Kremer	155.07
04/27/2023	102531	ODP BUSINESS SOLUTIO	ink for Talin Tokat	183.42
04/27/2023	102531	ODP BUSINESS SOLUTIO	supplies for Pam Reising Rechner	210.51
04/27/2023	102531	ODP BUSINESS SOLUTIO	supplies for Emily Ropars	27.09
04/27/2023	102531	ODP BUSINESS SOLUTIO	SE/DIR copy paper	247.36
04/27/2023	102531	ODP BUSINESS SOLUTIO	Shipping Tape	58.92
04/27/2023	102531	ODP BUSINESS SOLUTIO	Itin Request 3/24/23	124.98
04/27/2023	102531	ODP BUSINESS SOLUTIO	office supplies	23.22
			Totals for checks	1,433.76

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
04/27/2023	102603	NORTHERN SPEECH SERV	Professional Development FBO: Molly Binder/SLP	251.80
04/27/2023	102604	NSN EMPLOYER SERVICE	Unemployment Claims Management Services 7/1/23 to 6/30/24	910.80
04/27/2023	102605	OAKTREE PRODUCTS	Audiology Tympstart Probe Tips - Oaktree Products	22.13
04/27/2023	102605	OAKTREE PRODUCTS	Audiology Tympstart Probe Tips - Oaktree Products	22.13
04/27/2023	102606	OCCUPATIONAL TRAININ	GHS Warning Write-On Labels	79.81
04/27/2023	102607	OTICON INC	Audiology Oticon	599.99
04/27/2023	102608	PAR	BRIEF 2 Forms	200.20
04/27/2023	102609	PARAPROFESSIONAL TRA	2023 Spring Institute (March 3, 2023) Presenter Payment -Kary Zarate	2,500.00
04/27/2023	102610	PLANSOURCE	ACA/PEPM March 2023	2,798.32
04/27/2023	102611	PROCARE THERAPY	82888 Dates: 3/6/23 to 3/10/23	14,880.00
04/27/2023	102611	PROCARE THERAPY	82888 Dates: 2/27/23 to 3/3/23	10,765.50
04/27/2023	102611	PROCARE THERAPY	82888 Dates: 3/13/23 to 3/17/23	15,950.25
04/27/2023	102611	PROCARE THERAPY	82888 3/20/23 to 3/24/23	14,658.75
04/27/2023	102612	QUALITY INTEGRATED S	Service Request #25431 Card Reader/Door Bell at Back Door	152.50
04/27/2023	102612	QUALITY INTEGRATED S	Service Request 22515 Beeping from Rack/MDF Room	152.50
04/27/2023	102613	REDDY, CARLY	Reimbursement - Five Below	6.00
04/27/2023	102614	SCHOLASTIC INC.	Instructional Material-Moses	71.82
04/27/2023	102615	SCHOOL SPECIALTY LLC	OT PT Supplies 4-6-23	26.73
04/27/2023	102616	SHERWIN WILLIAMS	Paint	91.39
04/27/2023	102617	SIGN LANGUAGE INTERP	Interpreter 9/23/22	239.00
04/27/2023	102618	SOLIANT	33664 Dates: 3/6/23 to 3/10/23	23,967.25
04/27/2023	102618	SOLIANT	33664 Dates: 2/27/23 to 3/3/23	11,840.00
04/27/2023	102618	SOLIANT	33664 Dates: 2/13/23 to 2/17/23	5,002.50
04/27/2023	102618	SOLIANT	33664 Dates: 2/27/23 to 3/3/23	3,161.25
04/27/2023	102618	SOLIANT	33664 Dates: 1/17/23 to 1/20/23	-18,478.50
04/27/2023	102618	SOLIANT	33664 Dates: 3/20/23 to 3/24/23	16,702.50
04/27/2023	102618	SOLIANT	33664 Dates: 3/13/23 to 3/17/23	24,185.25
04/27/2023	102618	SOLIANT	33664 Dates: 3/20/23 to 3/24/23	7,097.00
04/27/2023	102618	SOLIANT	33664 Dates: 3/27/23 to 3/30/23	2,208.00
04/27/2023	102619	SOMMERFELD, GAIL	Safe at School Diabetes Education Training	350.00
04/27/2023	102620	SONOVA USA INC.	2- roger focus pirate-056-3006-q3 2- roger focus white-056-3006-t7 2- roger focus black-056-3006-p8 2-sky	8,449.15

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			m50-PR hearing aids-050-0744-m7 2-sky m50-PR hearing aids-050-0744-q2 2-sky m50 SP hearing aids -050-0754-q3 Shipping 19.99	
04/27/2023	102621	SUBURBAN DOOR CHECK	Labor/Locks/Keys	4,069.00
04/27/2023	102621	SUBURBAN DOOR CHECK	Training Room - Labor/Concealed Door Closer LHR Door	797.00
04/27/2023	102621	SUBURBAN DOOR CHECK	Training Room (RHR Door)	797.00
04/27/2023	102622	SUBURBAN DRIVE LINE	Safety Test M217687	40.00
04/27/2023	102622	SUBURBAN DRIVE LINE	Safey Test M224621	40.00
04/27/2023	102622	SUBURBAN DRIVE LINE	Safety Test M173459	40.00
04/27/2023	102622	SUBURBAN DRIVE LINE	Safety Test M227876	40.00
04/27/2023	102622	SUBURBAN DRIVE LINE	Safety Test M173657	40.00
04/27/2023	102622	SUBURBAN DRIVE LINE	Safety Test M217685	40.00
04/27/2023	102622	SUBURBAN DRIVE LINE	Safety Test M224620	40.00
04/27/2023	102623	TEAM SELECT HOME CAR	Services 2/2/23 to 2/16/23	3,689.00
04/27/2023	102624	TEXTOL SYSTEMS	Annual Velcro Order	1,486.40
04/27/2023	102625	THE AUTISM HELPER, I	Assessment Materials SASED STARS	75.00
04/27/2023	102626	THE MASTER TEACHER	Items for Teacher Appreciation STARS Program	28.60
04/27/2023	102627	THE STEPPING STONES	SASE1501 Dates 2/19/23 to 3/4/23	30,708.86
04/27/2023	102627	THE STEPPING STONES	SSASE1501 Dates: 3/5/23 to 3/18/23	35,225.94
04/27/2023	102627	THE STEPPING STONES	SASE1501 Dates: 1/22/23 to 2/4/23	37,133.31
04/27/2023	102628	THERAPY SHOPPE	Sensory items For Hair/skin pullers STARS	79.92
04/27/2023	102629	ULINE INC.	Pallet Rack Wire Decking	312.50
04/27/2023	102630	WEST 40	AA #3794: PBIS Tier 1 Leadership Training registration for Kerry Shanahan	213.77
04/27/2023	102631	WILLOWBROOK FORD INC	Inspection/Oil & Filter/Rotate Tires	95.30
04/27/2023	102632	WILSON LANGUAGE TRAI	Wilson Learning Instructional Materials Maercker/Cherrie	961.20
04/27/2023	102633	WPS	OT Assessments	869.00
			Totals for checks	265,685.82

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
04/27/2023	222300769	KEENEYVILLE DISTRICT	SASED Student Meals February 2023 (MN 78)	557.58
04/27/2023	222300770	DUPAGE COUNTY SCHOOL	SASED Student Meals February 2023	1,955.53
04/27/2023	222300771	SALT CREEK SCHOOL DI	SASED Student Meals February 2023	774.78
04/27/2023	222300772	DOWNERS GROVE DISTRI	Payment made in error (Amita) Check #6562106	4,938.20
04/27/2023	222300772	DOWNERS GROVE DISTRI	SASED Student Meals February 2023	1,058.40
04/27/2023	222300773	CASS SCHOOL DISTRICT	SASED Student Meals February 2023	586.53
04/27/2023	222300774	2955, LLC	May 2023 Rent for 2900 Ogden Ave., Lisle, IL	48,234.12
04/27/2023	222300775	AHN, MAY	Mileage Reimbursement 3/1/23 to 3/24/23	225.45
04/27/2023	222300776	AL WARREN OIL CO., I	Delivery 3/23/23	505.78
04/27/2023	222300776	AL WARREN OIL CO., I	Delivery Date 4/6/23	275.83
04/27/2023	222300776	AL WARREN OIL CO., I	C08708 Delivery Date: 4/13/23	266.19
04/27/2023	222300777	ARIANO, EMILIA	Reimbursement - Toy Cash Register	23.90
04/27/2023	222300777	ARIANO, EMILIA	Reimbursement - Play Money	29.80
04/27/2023	222300777	ARIANO, EMILIA	Reimbursement - Treat Bags	10.98
04/27/2023	222300777	ARIANO, EMILIA	Reimbursement - Laminating Plastic	25.19
04/27/2023	222300778	ARVANS, SUSAN	Mileage Reimbursement 2/1/23 to 2/28/23	78.53
04/27/2023	222300779	BERGFELD, BETH	Mileage Reimbursement 3/7/23 to 3/23/23	32.61
04/27/2023	222300780	BOCZKOWSKI, DEBRA	Mileage Reimbursement 2/1/23 to 2/28/23	319.65
04/27/2023	222300780	BOCZKOWSKI, DEBRA	Mileage Reimbursement 1/9/23 to 1/31/23	275.76
04/27/2023	222300781	BOOTSMA, KRISTY	Mileage Reimbursement 3/3/23 to 3/24/23	68.54
04/27/2023	222300782	BRUSICH, WENDY	Reimbursement - Walmart	16.72
04/27/2023	222300782	BRUSICH, WENDY	Reimbursement - Walmart	22.87
04/27/2023	222300782	BRUSICH, WENDY	Reimbursement - Walmart	19.94
04/27/2023	222300782	BRUSICH, WENDY	Reimbursement - Target	20.34
04/27/2023	222300782	BRUSICH, WENDY	Reimbursement - Cooking Supplies	62.94
04/27/2023	222300783	CAPIO, MICHELE	Reimbursement - Costco/PD	71.96
04/27/2023	222300784	CARRASQUILLO, ELIZAB	Mileage Reimbursement 3/1/23 to 3/20/23	83.84
04/27/2023	222300785	CASTALDO, CARRIE	Reimbursement - Conference Registration	160.00
04/27/2023	222300786	CIECKO, ASHLEY	Mileage Reimbursement 2/1/23 to 3/24/23	38.31
04/27/2023	222300787	CORSELLO, KRISTINE	Mileage Reimbursement 1/9/23 to 2/28/23	316.21
04/27/2023	222300787	CORSELLO, KRISTINE	Reimbursement - Dollar Tree	12.50
04/27/2023	222300788	CREAGAN, HELEN	Mileage Reimbursement 3/1/23 to 3/23/23	116.79
04/27/2023	222300789	DARRUS, JULIE	Mileage Reimbursement 3/1/23 to 3/22/23	172.68
04/27/2023	222300790	DORCHACK, MARIA	Mileage Reimbursement 2/28/23	202.85

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			to 3/24/23	
04/27/2023	222300791	DUGAN, PATRICK	Mileage Reimbursement 1/10/23 to 2/14/23	237.96
04/27/2023	222300792	FARRELL, LYSA	Mileage Reimbursement 1/5/23 to 4/5/23	257.54
04/27/2023	222300793	FORTUNA, CHRISTINA	Mileage Reimbursement 2/23/23 to 3/21/23	68.30
04/27/2023	222300794	GEBRE, AMY	Reimbursement Classroom Suppleis	84.33
04/27/2023	222300795	GOSTEVCIC, AMMAR	Mileagre Reimbursement 2/13/23 to 3/13/23	87.25
04/27/2023	222300795	GOSTEVCIC, AMMAR	Reimbursement - CCNA Exam	300.00
04/27/2023	222300796	GRILL, MEGHAN	Mileage Reimbursement 3/2/23 to 3/23/23	45.91
04/27/2023	222300797	GROHN, JULIE	Travel Allowance April 2023	400.00
04/27/2023	222300798	GUYER, GINA	Reimbursement - Essential Classsroom Tech for Teachers Online Course	199.00
04/27/2023	222300799	HANSMEYER, DEBORAH	Reimbursement for Bus Driver Renewal Fee	4.00
04/27/2023	222300800	HOMAN, JULIA	Mileage Reimbursement 3/1/23 to 3/23/23	241.11
04/27/2023	222300801	HUNTLEY, EMILEE	Mileage Reimbursement 1/9/23 to 2/27/23	70.39
04/27/2023	222300801	HUNTLEY, EMILEE	Mileage Reimbursement 1/10/23 to 2/28/23	85.27
04/27/2023	222300802	LAYTON, MATTHEW	Travel Allowance April 2023	400.00
04/27/2023	222300803	LOONEY, KATHERINE	Mileage Reimbursement 3/7/23 to 3/22/23	45.32
04/27/2023	222300804	MARTIN, CHRISTINE	Travel Allowance April 2023	400.00
04/27/2023	222300805	MC CULLOUGH, LISA	Balance of mileage from 2/1/23 to 2/28/23	15.89
04/27/2023	222300805	MC CULLOUGH, LISA	Mileage Reimbursement 3/1/23 to 3/24/23	226.89
04/27/2023	222300806	MCGUFFIN, MELINDA	Travel Allowance April 2023	400.00
04/27/2023	222300807	MCKEE, AMY	Mileage Reimbursement 1/9/23 to 2/27/23	198.22
04/27/2023	222300808	MEDEARIS, CHRISTOPHE	Mileage Reimbursement 1/4/23 to 3/16/23	481.95
04/27/2023	222300809	MORIARTY, KATHRYN	Reimbursement Teacher Appreciation Baskets	21.25
04/27/2023	222300810	MOROZ, KRISTYN	Mileage Reimbursement 3/7/23 to 3/23/23	160.15
04/27/2023	222300811	MOYNIHAN, LYNN	Mileage Reimbursement 3/6/23 to 3/24/23	207.49
04/27/2023	222300812	NARDI, TRACEY	Reimbursement - Walmart	12.46
04/27/2023	222300812	NARDI, TRACEY	Reimbursement - Parking O/M Trip	36.00
04/27/2023	222300812	NARDI, TRACEY	Reimbursement - JoAnn Fabrics	16.66
04/27/2023	222300813	ONYSCHAK, AUDREY	Mileage Reimbursement 3/1/23 to 3/24/23	16.89
04/27/2023	222300814	PAYNE, JULIE	Reimbursement for Bus Driver Renewal Fee	4.00
04/27/2023	222300815	PELLICANO, DARCEY	Mileage Reimbursement 1/4/23 to 3/1/23	100.54
04/27/2023	222300816	PETERSON, COLLEEN	Mileage Reimbursement 3/1/23	77.49

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			to 3/24/23	
04/27/2023	222300817	PETERSEN, JENNIFER	Mileage Reimbursement 1/3/23 to 3/23/23	51.81
04/27/2023	222300818	ROBERTS, RUTH	Mileage Reimbursement 3/1/23 to 3/23/23	131.72
04/27/2023	222300819	ROBINSON, DONALD	Travel Allowance April 2023	400.00
04/27/2023	222300820	ROSS, KATHLEEN	Mileage Reimbursement 1/11/23 to 3/23/23	150.58
04/27/2023	222300821	SADIKOT, ZARA	Mileage Reimbursement 1/12/23 to 3/24/23	97.60
04/27/2023	222300822	SADOWSKI, JEANINE	Mileage Reimbursement 1/6/23 to 3/20/23	44.14
04/27/2023	222300823	SCHOLLE SHEARER, MAR	Reimbursement - Social Thinking Conference Registration	199.00
04/27/2023	222300824	SEYLER, NICOLE	Mileage Reimbursement 1/6/23 to 3/17/23	170.31
04/27/2023	222300825	SHANAHAN, KERRY	Mileage Reimbursement 3/1/23 to 3/24/23	304.10
04/27/2023	222300826	SMITH, CLAIRE	Mileage Reimbursement 3/1/23 to 3/24/23	375.17
04/27/2023	222300827	STAMATELOPOULOS, KEL	Mileage Reimbursement 3/1/23 to 3/23/23	123.80
04/27/2023	222300828	TATHAM, SARA	Mileage Reimbursement 3/2/23 to 3/25/23	107.66
04/27/2023	222300829	THOMPSON, EVA	Mileage Reimbursement 2/22/23 to 3/9/23	84.01
04/27/2023	222300829	THOMPSON, EVA	Mileage Reimbursement 2/7/23 to 3/6/23	112.54
04/27/2023	222300830	URBAN, JESSICA	Mileage Reimbursement 3/1/23 to 3/24/23	52.47
04/27/2023	222300831	VANCLEVE, CASSIDY	Mileage Reimbursement 3/1/23 to 3/17/23	199.45
04/27/2023	222300832	WALSH, ANNA	Mileage Reimbursement 2/7/23 to 2/28/23	196.70
04/27/2023	222300832	WALSH, ANNA	Mileage Reimbursement 3/7/23 to 4/6/23	165.19
04/27/2023	222300833	WAWCZAK, ELIZABETH	Mileage Reimbursement 2/14/23 to 4/5/23	85.41
04/27/2023	222300834	ZACHARSKI, LAURA	Reimbursement for Bus Driver Renewal Fee	4.00
04/27/2023	222300834	ZACHARSKI, LAURA	Reimbursement - Aldi	15.58
04/27/2023	222300834	ZACHARSKI, LAURA	Reimbursement - Jewel	24.65
			Totals for checks	69,559.45

INTERIM CHECKS

March 2023 $ 494,209.04

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
03/01/2023	102391	FIFTH THIRD BANK/MAS	MMAP	11,265.02
03/01/2023	102391	FIFTH THIRD BANK/MAS	Paper Towels	6.68
03/01/2023	102391	FIFTH THIRD BANK/MAS	https://www.amazon.com/dp/B08XQNQQJ6/?coliid=IRP3JQYCS0ZO0&colid=ORLJ2LZNK1LX&psc=1&ref_=lv_ov_lig_dp_it	32.99
03/01/2023	102391	FIFTH THIRD BANK/MAS	Blood Oxygen Monitor	22.75
03/01/2023	102391	FIFTH THIRD BANK/MAS	Dry Erase Markers RF	5.26
03/01/2023	102391	FIFTH THIRD BANK/MAS	Science Manual	14.97
03/01/2023	102391	FIFTH THIRD BANK/MAS	North Elementary January Supply Request	205.67
03/01/2023	102391	FIFTH THIRD BANK/MAS	New EC Supplies	446.66
03/01/2023	102391	FIFTH THIRD BANK/MAS	Rules of the road Paperback	89.90
03/01/2023	102391	FIFTH THIRD BANK/MAS	Bolin PBIS School Store	308.46
03/01/2023	102391	FIFTH THIRD BANK/MAS	Office supplies	200.46
03/01/2023	102391	FIFTH THIRD BANK/MAS	Holmes Sensory Room Fluorescent Light Covers	244.93
03/01/2023	102391	FIFTH THIRD BANK/MAS	Canon imageFORMULA R10 Portable Document Scanner, 2-Sided Scanning with 20 Page Feeder, Easy Setup For Home or Office, Includes Software, (4861C001)	174.00
03/01/2023	102391	FIFTH THIRD BANK/MAS	STARS supplies	368.85
03/01/2023	102391	FIFTH THIRD BANK/MAS	Classroom supplies for Kaufmann/CJH LIFE SAVERS Mints Wint-O-Green Hard Candy, 50-Ounce Bag (Pack of 2)	254.64
03/01/2023	102391	FIFTH THIRD BANK/MAS	STARS Classroom supplies for Holmes & CJH Scanners & cases	428.97
03/01/2023	102391	FIFTH THIRD BANK/MAS	STARS Classroom Supplies/Walton	76.75
03/01/2023	102391	FIFTH THIRD BANK/MAS	STARS lamps for seasonal-affective disorder 2 for CJH/1 for Holmes	284.97
03/01/2023	102391	FIFTH THIRD BANK/MAS	Replacement items for Holmes Primary	2,018.29
03/01/2023	102391	FIFTH THIRD BANK/MAS	Cube Chair Trays New classroom set up and 1 ea for current ECE classrooms	928.32
03/01/2023	102391	FIFTH THIRD BANK/MAS	Divider Wall for PV (KH)	435.57
03/01/2023	102391	FIFTH THIRD BANK/MAS	Custom, self inking stamp for students	29.97
03/01/2023	102391	FIFTH THIRD BANK/MAS	Classroom items for students PV-KH & WTB-KR	179.97
03/01/2023	102391	FIFTH THIRD BANK/MAS	Oral Chew - O'Neill - K. Young	12.99
03/01/2023	102391	FIFTH THIRD BANK/MAS	https://www.amazon.com/dp/B00B32P4Q4/?coliid=I2AK6GUHLOWVON&colid=ORLJ2LZNK1LX&psc=1&ref_=lv_ov_lig_dp_it	34.50
03/01/2023	102391	FIFTH THIRD BANK/MAS	OT PT Resources 12-14-22	67.34
03/01/2023	102391	FIFTH THIRD BANK/MAS	OT PT Hoyer Batteries	503.28
03/01/2023	102391	FIFTH THIRD BANK/MAS	OT PT Office Supplies 1-11-23	81.26
03/01/2023	102391	FIFTH THIRD BANK/MAS	OT PT Disposable Supplies	93.43

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
03/01/2023	102391	FIFTH THIRD BANK/MAS	OT/PT Resources	86.85
03/01/2023	102391	FIFTH THIRD BANK/MAS	Bluedog Ink - Senga order	487.98
03/01/2023	102391	FIFTH THIRD BANK/MAS	HEPA Replacement Fiilters	1,224.75
03/01/2023	102391	FIFTH THIRD BANK/MAS	SC	4,143.86
03/01/2023	102391	FIFTH THIRD BANK/MAS	AK	77.80
			Totals for checks	24,838.09

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
03/09/2023	102405	ALLEN LOCK & KEY	Locks/Southeast	3,783.00
03/09/2023	102406	ALLIED BENEFIT SYSTE	A06120 Maarch 2023	299.00
03/09/2023	102407	AMERICAN HERITAGE LI	W6508	1,170.82
03/09/2023	102408	CONSTELLATION NEW EN	1352696-0 Period: 1/26/23 to 2/28/23	3,053.64
03/09/2023	102409	DEARBORN NATIONAL LI	F021947-1 March 2023	4,984.16
03/09/2023	102409	DEARBORN NATIONAL LI	F021947-1 February 2023	5,807.38
03/09/2023	102410	FOX BOWL	Activity 3/10/23	400.00
03/09/2023	102411	GOURMET GORILLA	Southeast/February 2023	9,984.75
03/09/2023	102411	GOURMET GORILLA	Transition/February 2023	2,886.00
03/09/2023	102411	GOURMET GORILLA	Credit Memio SE/Transition	-1,251.55
03/09/2023	102412	GUARDIAN - ALTERNATE	02/01/23 to 02/28/23	3,854.29
03/09/2023	102413	KONICA MINOLTA BUSIN	Coverage 2/22/23 to /3/21/23	1,258.00
03/09/2023	102414	KONICA MINOLTA PREMI	500-0601077-000 Dates 2/22/23 to 3/22/23	2,388.75
03/09/2023	102415	METLIFE	5398919 Dental Vision March 2023	17,935.85
03/09/2023	102416	NET56	Agreed Managed Services March 2023	23,062.18
03/09/2023	102416	NET56	Internet Access/Connectivity March 2023	3,906.35
03/09/2023	102417	NICOR GAS	28--69-21-1000 1 Period: 2/1/23 TO 3/2/23	1,259.85
03/09/2023	102418	T-MOBILE	979924297 1/21/23 to 2/20/23	823.20
03/09/2023	102418	T-MOBILE	976288363 Dates: 1/21/23 to 2/20/23	199.60
03/09/2023	102419	UNIVERSAL PREMIUM	SN814 Period: 2/16/23 to 2/28/23	220.20
03/09/2023	102420	VERIZON WIRELESS	480335060-00001 Jan 20 to Feb 19	123.85
03/09/2023	102420	VERIZON WIRELESS	380335400-00001 Jan 20 to Feb 19	848.61
03/09/2023	102420	VERIZON WIRELESS	942483379 Jan 11 to Feb 10	154.72
03/09/2023	102420	VERIZON WIRELESS	942482156 Jan 11 to Feb 12	53.72
03/09/2023	102421	WEISS SNOW REMOVAL,	Salt 2/22/23 to 2/25/23	583.90
03/09/2023	102421	WEISS SNOW REMOVAL,	Salt 3/2/23	291.95
			Totals for checks	88,082.22

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
03/16/2023	102482	ILLINOIS STATE POLIC	Fingerprinting	339.00
03/16/2023	102483	VANGUARD ENERGY SERV	400641 February 2023	2,031.72
03/16/2023	102484	WEISS SNOW REMOVAL,	Salt 3/10/23	291.95
03/21/2023	102485	CASH	Replenish Petty Cash	400.00
03/23/2023	102490	CITI CARDS	7484 Billing Period: 2/9/23 to 3/8/23	4,055.47
03/23/2023	102491	DUPAGE COUNTY PUBLIC	107211-13515817 Water Usage	118.96
03/23/2023	102492	HEALTH CARE SERVICE	6573182296 February 2023	337,327.80
03/23/2023	102493	HINCKLEY SPRINGS	598892513251043 Products/Rental	189.35
03/23/2023	102494	KONICA MINOLTA PREMI	450-0068168-000 Coverage Period 3/26/23 to 4/25/23	1,032.16
03/23/2023	102495	METLIFE	5398919 Dental/Vision April 2023	18,019.61
03/23/2023	102496	ORKIN EXTERMINATING	28483215 Date of Service 3/16/23	89.99
03/23/2023	102497	UNIVERSAL PREMIUM	SN814 Dates: 3/1/23 to 3/15/23	293.17
03/23/2023	102498	VERIZON WIRELESS	380381311-00001 Feb 14 to March 13. 2023	51.60
03/23/2023	102499	WEISS SNOW REMOVAL,	Salt 3/12/23 to 3/13/23	583.90
03/29/2023	102489	FIFTH THIRD BANK/MAS	MMAP	11,795.10
03/29/2023	102489	FIFTH THIRD BANK/MAS	SC	1,415.02
03/29/2023	102489	FIFTH THIRD BANK/MAS	AK	454.30
03/29/2023	102489	FIFTH THIRD BANK/MAS	Colored Construction Paper	21.99
03/29/2023	102489	FIFTH THIRD BANK/MAS	Bamboo Plate Holders	23.98
03/29/2023	102489	FIFTH THIRD BANK/MAS	Crest Kids Cavity Protection Toothpaste, Sparkle Fun, Travel Size 0.85 oz (24g)- Pack of 4	13.02
03/29/2023	102489	FIFTH THIRD BANK/MAS	Robin Cullen Book Order	42.87
03/29/2023	102489	FIFTH THIRD BANK/MAS	Rm 12 North	441.75
03/29/2023	102489	FIFTH THIRD BANK/MAS	2.10.23 Order	93.26
03/29/2023	102489	FIFTH THIRD BANK/MAS	Colgate Cavity Protection Toothpaste with Fluoride, Great Regular Flavor, 6 Ounce (Pack of 6)	9.94
03/29/2023	102489	FIFTH THIRD BANK/MAS	First Aid Kit RF	20.57
03/29/2023	102489	FIFTH THIRD BANK/MAS	Carly Kirkman - North	61.98
03/29/2023	102489	FIFTH THIRD BANK/MAS	North Wishlist	292.33
03/29/2023	102489	FIFTH THIRD BANK/MAS	DHH Orders	27.88
03/29/2023	102489	FIFTH THIRD BANK/MAS	Office supplies	243.24
03/29/2023	102489	FIFTH THIRD BANK/MAS	Seating for Holmes Primary School	65.98
03/29/2023	102489	FIFTH THIRD BANK/MAS	Sensory items for Holmes Primary	57.96
03/29/2023	102489	FIFTH THIRD BANK/MAS	Supplies for STARS Office/Holmes	35.94
03/29/2023	102489	FIFTH THIRD BANK/MAS	Classroom supplies Maercker/Cherrie	45.97
03/29/2023	102489	FIFTH THIRD BANK/MAS	STARS Office supplies	28.69
03/29/2023	102489	FIFTH THIRD BANK/MAS	Holmes classroom supplies PPE	54.86
03/29/2023	102489	FIFTH THIRD BANK/MAS	Marble Sensory Mats for MN Classrooms	47.98
03/29/2023	102489	FIFTH THIRD BANK/MAS	Self inking stamp for student	19.98
03/29/2023	102489	FIFTH THIRD BANK/MAS	OT/PT Office Supplies 2-14-23	48.23

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
03/29/2023	102489	FIFTH THIRD BANK/MAS	OT PT Supplies 2-16-23	12.98
03/29/2023	102489	FIFTH THIRD BANK/MAS	OT PT Supplies	17.99
03/29/2023	102489	FIFTH THIRD BANK/MAS	Yalikop School Shatter Proof Plastic Mirrors Plastic Craft Mirror with Soft Round Corners Double Sided Protective Film for Classroom Student, 4 x 6 Inch and 6 x 8 Inch (10 Pieces)	10.99
03/29/2023	102489	FIFTH THIRD BANK/MAS	Tasks Galore (Revised Edition)	78.65
03/29/2023	102489	FIFTH THIRD BANK/MAS	Rarlan Highlighters, Chisel Tip, Assorted Fluorescent, 96 Count Bulk Pack -Quantity: 1 Oxford Write 'n Erase Binder Dividers, 8 Tab, Write On Tabs, Erase Ballpoint Pen, Non Permanent Marker or Pencil, White, Color Tabs, 6 Sets (89991) -Quantity: 3 Premium Economy 1-Inch Binder, 3-Ring Binder for School, Office, or Home, Colored Binder Notebook, Pack of 6, Round Ring, White -Quantity: 3	142.71
03/29/2023	102489	FIFTH THIRD BANK/MAS	Koplow Games Alphabet Dice Language Arts	30.56
03/29/2023	102489	FIFTH THIRD BANK/MAS	Neenah Wausau Paper Premium Printable Multipurpose Card Stock	15.80
03/29/2023	102489	FIFTH THIRD BANK/MAS	1.31.23 Itinerant Order	18.17
03/29/2023	102489	FIFTH THIRD BANK/MAS	2.10.23 Audiology Order - HI	129.95
			Totals for checks	380,645.30

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
03/09/2023	222300655	LOONEY, KATHERINE	Reimbursement Therapy and classroom materials	49.08
03/09/2023	222300655	LOONEY, KATHERINE	Reimbursement - therapy consumable goods	48.18
03/09/2023	222300656	NOESEN, JULIE	Reimbursement - Craft Items5	19.54
03/09/2023	222300656	NOESEN, JULIE	Reimbursement Pet Fish & Supplies	26.87
03/09/2023	222300657	QUICK, JENNIFER	Reimbursement - Batteries/Behavior Chart	49.86
03/09/2023	222300657	QUICK, JENNIFER	Reimbursement - Cooking Items	5.38
03/09/2023	222300658	SANZENBACHER, ERIN	Reimbursement - feeding tools/sensory tools/ flash drives	44.93
03/09/2023	222300658	SANZENBACHER, ERIN	Reimbursement - Cooking/Sensory tools	49.76
03/09/2023	222300659	YOUNG, KAREN	Reimbursement - Bowling/suppplies	48.08
03/09/2023	222300659	YOUNG, KAREN	Reimbursement - Classroom Supplies	32.22
03/09/2023	222300659	YOUNG, KAREN	Reimbursement - Supplies/Snacks	50.00
			Totals for checks	423.90

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
03/16/2023	222300731	GOES, JENNIFER	Reimbursement - Classroom Materials	33.58
03/16/2023	222300732	HUNT, KARA	Reimbursement - Cooking/Snacks/Class	35.43
03/16/2023	222300733	LOONEY, KATHERINE	Reimbursement - Therapy Consumable Goods/Classroom	48.55
03/16/2023	222300734	MARTINEZ, PAUL	Reimbursement - Classroom/Community Supplies	14.96
03/23/2023	222300735	DAHL, LAURA	Reimbursement - Cooking and Activity Supplies	38.67
03/23/2023	222300736	LOONEY, KATHERINE	Reimbursement - Therapy Consumable Goods	48.34
			Totals for checks	219.53

Project SEARCH at Central Dupage Hospital
Non-Binding **Memorandum of Understanding**

The Parties to this Memorandum of Understanding are Parents Alliance Employment Project ("PAEP"), Northwestern Medicine/Central DuPage Hospital ("CDH"), and The School Association for Special Education in DuPage County ("SASED").

The purpose of this Memorandum of Understanding is to outline how the Parties will collaborate and cooperate to administer a High School Project SEARCH Transition program at CDH for students with developmental disabilities, and to foster and facilitate the acquisition of jobs by people with disabilities when possible. This Memorandum of Understanding identifies the roles and responsibilities of the Parties to each other as they work in partnership to increase opportunities for persons with disabilities. This Memorandum of Understanding is independent of any agreements, grant terms, or other legal provisions under which any Party is individually obligated. The program will be titled "Project SEARCH at CDH". It is modeled after Project SEARCH at the Children's Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Northwestern Medicine/Central DuPage Hospital (CDH) will:

- Provide classroom space* (with white board or chalk board, small tables to be used as student work areas, chairs, locked cabinet for student files, and computer connections), and Instructor space (separate if possible), with telephone, fax, photocopy equipment, supplies, computer and email access. **If restrictions are placed on the hospital, partners (SASED and PAEP) to provide classroom activities through e-learning*

- Provide a business liaison that is available on a frequent basis to assist with job site development, introduce Project SEARCH facilitators to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules.

- Develop a minimum of 12 intern work sites* and a point of contact at each site for the purpose of teaching competitive, marketable skills to the program

participants. Facilitate job analysis of those sites for the Project SEARCH facilitators.

- Assist in coordinating and monitoring intern activities.
- Provide access to hiring opportunities if a Project SEARCH participant is appropriate for an internal job opening.
- Provide badges and parking access for Project SEARCH facilitators.
- Provide adequate supervision and personnel to carry out work site activities and provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations.
- Provide access to conference space for Open Houses.
- Provide assistance to the Project SEARCH facilitators through the marketing department, including marketing materials and public relations expertise.
- Establish student eligibility guidelines and select students for program as a participating partner of the Selection Committee.

B. <u>The School Association for Special Education in DuPage County will</u>:

- Provide a Special Education Instructor with transition experience to coordinate/teach the program.
- Develop and provide curriculum and instructional materials that encompass employability skills, functional academics, transition, job development and job readiness. Project SEARCH Curriculum already approved by the Ohio Department of Education can be used (and adapted for use if necessary).
- Assist the agency on development of intern work sites, and coordinate and monitor intern activities.
- Facilitate student recruitment activities.
- Facilitate family involvement activities
- Establish student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- Provide travel training for students as necessary before program begins.

- Provide expertise in adaptations and accommodations, and implement as necessary.

- Coordinate additional support for students if necessary, such as Interpreter service, Speech or Occupational Therapy, transportation, etc.

- Coordinate regular meetings to discuss and evaluate program progress.

- Coordinate monthly meetings to discuss intern progress. Invite family and all team members.

- Assists in the collection of data on student outcomes and report to all partners.

- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity

- Assist with public relation activities to promote "Project SEARCH at CDH".

C. Parents Alliance Employment Project will:

- Provide a supervisor to assist in coordinating the planning and implementation efforts and ensure that program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program.

- Provide Job Coaches to work with students on work sites throughout the host business.

- Work with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses.

- Work with Human Resources Staff and PS Instructor at the host business to examine existing open positions and determine their applicability for people with disabilities and PS student interns; and predetermine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to the host business

- Assist with classroom set-up, curriculum development and work site rotation planning.

- Assist with student recruitment activities.

- Establish student eligibility guidelines and select students for the program as a participating partner of the Advisory Committee.

- Provide travel training for students as necessary before program begins.
- Provide expertise in adaptations and accommodations, and implement as necessary.
- Work with Vocational Rehabilitation to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for job coaching and job development.
- Provide education and training to CDH employees regarding supporting people with disabilities in the workplace as necessary.
- Assist with collecting data on student outcomes and report to all partners.
- Assist with coordinating regular meetings to discuss and evaluate program progress
- Assist with coordinate monthly meetings to discuss intern progress.
- Attend regular meetings with team members from the Parties to this Agreement to discuss and evaluate program progress.
- Assist with public relation activities to promote the Project SEARCH program.
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.

III. Measurable Objectives:

All Parties will work collaboratively to:

- Provide internship opportunities for a minimum of 10 – 12 student participants (per school year) with developmental disabilities for the 2023-2024 school year.

- Obtain competitive employment for each intern that completes the program.

- Develop a minimum of 10 to 15 internship sites during the first school year of the program, and continue to develop work sites as the program progresses.

- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

IV. Period of Agreement:

The effective date of this Agreement will be July 1, 2023 to June 30, 2024.

V. Limitation of Agreement:

It is understood among the parties that this Memorandum of Understanding is not a contract and is not binding.

VI. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Signatures/Titles:

_____

Julia Samolczyk, Program Manager, Inclusion Specialist
Northwestern Memorial HealthCare
541 N. Fairbanks St., Suite 18-1811
312.694.0006 -phone
jsamolcz@nm.org

_____

Dr. Melinda McGuffin, Executive Director
SASED
2900 Ogden Avenue
Lisle, Il 60532
(630) 955-8112-phone
mmcguffin@sased.org

_____

Kristen Sheffield, Executive Director
Parents Alliance Employment Project
2525 Cabot Drive, Suite 205
Lisle, Illinois 60532
630-697-8199-phone
ksheffield@parents-alliance.org

Shared Cost Agreement between
DuPage District 45, Downers Grove District 58, Community High School District 94, and SASED
for 2-day Key2Ed training April 3-4, 2023

This Agreement is made by and between The School Association for Special Education in DuPage County ("SASED"), DuPage District 45, Downers Grove District 58, and Community High School District 94 (collectively referred to as "the Parties").

The Parties agree as follows:

- SASED shall enter into an agreement with Key2Ed to provide a 2-day Facilitated IEP inservice training on April 3 and 4, 2023. The cost of the training will be $17,200. SASED has received board approval for this signed contract.
- Each participating district will register the following number of participants, for a total of 33 participants:
  - DuPage District 45 will register 4 participants
  - Downers Grove District 58 will register 18 participants
  - Community High School District 94 will register 6 participants
  - SASED will register 5 participants
- SASED shall contribute $7,400 of the total cost to reduce the per person cost for the three member districts (DuPage District 45, Downers Grove District 58, and Community High School District 94)
- The three member districts (DuPage District 45, Downers Grove District 58, and Community High School District 94) shall divide the remaining cost of $9,800 at the rate of $350 per participant.
  - DuPage District 45: 4 participants x $350 = $1,400
  - Downers Grove District 58: 18 participants x $350 = $6,300
  - Community High School District 94: 6 participants x $350 = $2,100
- Continental breakfast and lunch will be provided at additional cost, not to exceed $30 per person across the two days, divided by the number of participants for each organization.
  - DuPage District 45: 4 participants x $30 = $120
  - Downers Grove District 58: 18 participants x $30 = $540
  - Community High School District 94: 6 participants x $30 = $180
  - SASED: 5 participants x $30 = $150
- Training Logistics:
  - Dates: April 3-4, 2023
  - Time: 8:30 AM - 3:30 PM
  - Location: SASED Administrative Center 2900 Ogden Ave Lisle IL 60532

SASED, DuPage District 45, Downers Grove District 58, and Community High School District 94 now voluntarily and knowingly execute this Agreement.

DuPage District 45

By: Olivia K Brown **Date:** 3/24/23

Director of Student Services

Downers Grove District 58

By: _____ Date: 3/23/2023
Assistant Superintendent for Special Services

Community High School District 94

By: _____ Date: 3-29-23
Director of Specialized Services

SASED

By: _____ Date: 3/21/23
Executive Director

STATE OF ILLINOIS
INTERGOVERNMENTAL AGREEMENT

Illinois State Board of Education
School Association for Special Education

The Parties to this contract are the Illinois State Board of Education (collectively the State) and the School Association for Special Education ("Vendor" or "SASED") (collectively, the "Parties", and each, a "Party") under the authority of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. and the intergovernmental cooperation provisions of the Illinois Constitution. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

This contract contains the following Sections:

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **Exhibit A: Services, Milestones and Deliverables**
7. **Exhibit B: Budget and Payment**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS
INTERGOVERNMENTAL AGREEMENT

Illinois State Board of Education
School Association for Special Education

VENDOR

Vendor Name: School Association for Special Education	Address: 2900 Ogden Ave. Naperville, IL 60563
Signature: M. McGuffin	Phone: 630-778-4500
Printed Name: Melinda McGuffin	Fax: 630-778-0196
Title: Executive Director	Email: mmguffin@sased.org
Date: 3/15/2023	

STATE OF ILLINOIS

Procuring Agency: Illinois State Board of Education	Phone: 217-785-8777
Street Address: 100 North First Street	Fax: 217-782-5727
City, State ZIP: Springfield, Illinois 62777	
Official Signature: Tony Sanders Digitally signed by Tony Sanders Date: 2023.04.03 11:21:13 -05'00'	Date:
Printed Name: Dr. Tony Sanders	
Official's Title: State Superintendent of Education	
Legal Signature: Jeremy Duffy Digitally signed by Jeremy Duffy Date: 2023.03.29 10:57:23 -05'00'	Date:
Legal Printed Name: Jeremy D. Duffy	
Legal's Title: Legal Officer	
Fiscal Signature: Scott Harry Digitally signed by Scott Harry Date: 2023.03.28 13:36:41 -05'00'	Date:
Fiscal's Printed Name: Scott Harry	
Fiscal's Title: Interim Financial Officer	

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED: Vendor will provide the Services as set forth in the Agreement and in Exhibit A (Scope of Services, Milestones and Deliverables), which is attached hereto and incorporated herein by reference.

1.2. MILESTONES AND DELIVERABLES: Vendor will provide the Milestones and Deliverables as set forth in Exhibit A.

1.3. VENDOR / STAFF SPECIFICATIONS: Ann Kremer will be the project lead from SASED-Early Choices. Her experience in working with children with disabilities in school based and community-based settings is necessary.

1.4. TRANSPORTATION AND DELIVERY: N/A

1.5. SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of $50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: Start Early

  Amount to be paid: $100,000

  Address: 33 W Monroe Street, Chicago, Illinois 60603

  Description of work: Start Early will assist in the Early Childhood Special Education project, planning and implementation project that will study a model to provide services in community-based settings.

1.5.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.5.3. If the annual value of any the subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from

the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: United States

  Value of services performed at this location: 100%

2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.

2.2 EXPENSES ALLOWED: Expenses are not allowed as follows: N/A.

2.3 DISCOUNT: The State may receive a 0% discount for payment within N/A days of receipt of correct invoice.

2.4 VENDOR'S PRICING: The Budget is attached hereto as Exhibit B and is incorporated herein by reference.

2.4.1. Vendor's Price for the Initial Term: not to exceed $400,000.00

2.4.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: N/A

2.4.2.2 Vendor's Price for Renewal(s): N/A

2.5 MAXIMUM AMOUNT: The total payments under the Contract shall not exceed $400,000.00 without a formal amendment.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of upon execution to December 30, 2023. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of zero (0) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: ISBE may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

3.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.

4.1.6.2 Vendor shall invoice in accordance with Exhibit B (Budget and Payment).

4.2 **ASSIGNMENT**: This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP:

4.9.1 Definitions.

A. "Custom Work Product" means the resulting materials and products, including any systems and software (including all functional and technical designs, programs, modules, source code, algorithms, flowcharts, data diagrams, documentation and the like) and other data, created by the Vendor on behalf of ISBE and in furtherance of the Services.

B. "Embedded IP" means any pre-existing intellectual property owned by the Vendor or by any third party and incorporated or embedded into the Custom Work Product.

C. "Generic Components" means the software/programming tools developed generally by the Vendor to support the Custom Work Product and which (a) can be used in Web sites and systems other than the Custom Work Product developed hereunder, and (b) can be used completely free of the Custom Work Product Content and (c) do not embody or convey the look and feel of the Custom Work Product developed hereunder.

4.9.2 Ownership of Custom Work Product. ISBE shall own all rights, title and interest to any Custom Work Product. The Vendor expressly acknowledges and agrees that all such Custom Work Product constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in Custom Work Product to ISBE. The Vendor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Custom Work Product is vested in the ISBE. If by operation of law any of the Custom Work Product, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Vendor agrees to assign, and hereby assigns to ISBE and its designees the ownership of such Custom Work Product, including all related intellectual property rights.

4.9.3 License to Embedded IP. Except as otherwise specifically set forth herein (i) the Agreement conveys no ownership rights to ISBE with respect to Embedded IP, and (ii) ISBE is granted a paid-up, world-wide, perpetual, nonexclusive license to use the Embedded IP strictly as an integral part of, and in conjunction with, ISBE's use of the Custom Work Product and for no other purpose.

4.9.4 Ownership of Generic Components. ISBE shall own all rights, title and interest to any Generic Components to the Custom Work Product. The Vendor expressly acknowledges and agrees that all such Generic Components constitutes "work made for hire" under the Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by ISBE, and, alternatively, hereby irrevocably assigns all ownership or other rights it might have in the Generic Components to ISBE. The Vendor shall sign such documentation as may be reasonably requested by ISBE to insure that title to the Generic Components is vested in the ISBE. If by operation of law any of the Generic Components, including all related intellectual property rights, is not owned in its entirety by ISBE automatically upon creation thereof, the Vendor agrees to assign, and hereby assigns to ISBE and its designees the ownership of such Generic Components, including all related intellectual property rights.

4.10 INDEMNIFICATION AND LIABILITY: To the extent allowed under Illinois law, the Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately

to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via

receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.20 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.21 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.22 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.

4.23 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.24 WARRANTIES FOR SUPPLIES AND SERVICES:

4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.26 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☐ Agency Definitions

Click here to enter text.

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

☒ Agency Specific Terms and Conditions

Exceptions to SECTION 4 are as follows:

4.3: Current paragraph states "For purposes of this Section, subcontractors are those specifically hired to perform all or part of the work covered by the contract." Please note that definition of "subcontractors" applies to the entirety of the contract.

4.9: In addition to the provisions contained therein, the vendor agrees to sign such documentation that may be reasonably requested by the State to insure that title is vested in the State.

4.10: The following provision is DELETED from the contract: "Neither Party shall be liable for incidental, special, consequential or punitive damages."

4.11: In addition to the provisions contained therein, the vendor agrees to provide: (d) a Professional Liability Insurance Policy with a limit of liability not less than $1,000,000 for each claim, and not less than $1,000,000 in the aggregate on an annual basis, for errors, omissions or negligent acts arising out of the performance of (or the failure to perform) professional services hereunder such as, but not limited to: systems analysis, system design, programming, data processing, consulting, system integration and information services. The Professional Liability coverage shall include contractual liability coverage in support of the Vendor's indemnification agreements in favor of ISBE, shall be written on a "claims made" basis and must be maintained for a period of not less than three (3) years following the date of final payment to the Contractor for all such Services; (e) a Cyber Liability insurance Policy with limits of liability not less than Two Million and 00/100 Dollars ($2,000,000.00) per claim and Two Million and 00/100 Dollars ($2,000,000.00) in the aggregate covering claims involving privacy violations, information theft, failure of computer security, wrongful release of personal information, damage to or

destruction of electronic information, and failure to prevent transmission of malicious code, including expenses for notification as required by local, state or federal guidelines. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or secure a 2-year extended reporting provision. The Vendor shall cause all of its subcontractors to purchase and maintain insurance coverages identical to those required of the Vendor hereunder. Insurance shall not limit Vendor's obligation to indemnify, defend or settle any claims.

Additions to SECTION 4:

4.27. **PERFORMANCE OF THE SERVICES.** The Vendor shall perform the Services (i) with a high degree of skill, care and diligence, (ii) in accordance with the highest professional standards, and (iii) in accordance with the schedule of deliverables set forth in the Proposal. The Vendor, and any subcontractors retained by the Vendor to perform Services under this Contract, shall not discuss the Services it is providing hereunder or engage in any public relations activities, including but not limited to, engaging the news media with regard to the Services, unless specifically requested or allowed to do so by ISBE. The Vendor shall provide all personnel, materials and equipment necessary to undertake the Services and to fulfill the purposes of this contract. The Vendor will use personnel suitably qualified and experienced to perform the Services in accordance with the requirements of this contract. Neither the Vendor nor its personnel or subcontractors shall be considered agents or employees of the Agency or the State.

4.28. **VENDOR DEFAULT:** The occurrence of any one or more of the following matters constitutes a default by the Vendor under this contract (a "Vendor Default"):

4.28.1. The Vendor becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, its debts as they become due;

4.28.1.1. The Vendor shall commence or consent to any case, proceeding or other action (a) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or of the Vendor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debts, or (b) seeking appointment of a receiver, trustee or similar official for the Vendor or for all or any part of the Vendor's property;

4.28.1.2. Any case, proceeding or other action against the Vendor shall be commenced (a) seeking to have an order for relief entered against the Vendor as debtor, (b) seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of the Vendor or the Vendor's debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or (c) seeking appointment of a receiver, trustee, or similar official for the Vendor or for all or any part of the Vendor's property;

4.28.1.3. The breach of any representation, certification or warranty made by the Vendor herein or the Vendor's failure to comply with any provision of this contract; or

4.28.1.4. The Vendor's attempts to assign, convey or transfer this contract or any interest herein without the Agency's prior written consent.

4.28.2. Upon the occurrence of a Vendor Default, the Agency may, without prejudice to any other right or remedy it may have under this contract or at law and/or in equity, terminate the contract and/or the Vendor's right to perform Services under this contract. In either such case, the Agency

may finish the Services by whatever method it may deem expedient. Any damages incurred by the Agency as a result of any such Vendor Default shall be borne by the Vendor at its sole cost and expense, shall not be payable as part of the contract amount, and shall be reimbursed to the Agency by the Vendor upon demand.

4.28.3 **LIQUIDATED DAMAGES.** The late delivery or untimely performance of the Services required under this Agreement by the Vendor will cause irreparable harm to the Agency in light of its obligations under state and federal law. As a result, the Agency shall have the right to assess liquidated damages as set forth in this Subsection if the Vendor fails to meet any of the following deliverable dates in accordance with the schedule for deliverables set forth in the Agreement:

4.28.3.1. If Vendor fails to meet any of the foregoing deliverable dates, the Vendor shall pay to the Agency liquidated damages of $1,333.33 per calendar day of delay for the shorter of either thirty (30) calendar days or until the deliverables are made in accordance with this Agreement; provided, however, that no liquidated damages will be assessed during the time after delivery by Vendor and while still under review by the Agency. Said amount is a good faith estimate of damages based on average salary, staff commitment and time allocation, to address the harm that the State will sustain by reason of said failure, repercussions of which will be suffered throughout the Agency. The parties mutually agree that this is a reasonable anticipated calculation of damages and is not intended as a penalty. The Agency may not collect liquidated damages and also claim damages for the same failure to meet the schedule. However, collecting liquidated damages or exercising the right to withhold payments does not prevent the Agency from claiming damages for subsequent failures to meet the time schedule.

4.29. **STUDENT RECORDS**. The Vendor will comply with the relevant requirements of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), the Illinois School Student Records Act (ISSRA) (105 ILCS 10/1 et seq.), and the Student Online Personal Protection Act (SOPPA) (105 ILCS 85/1), regarding the confidentiality of student "education records" as defined in FERPA and "school student records" as defined in ISSRA, and "covered information" as defined in SOPPA. Any use of information contained in student education records to be released must be approved by the Agency. To protect the confidentiality of student education records, the Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this contract. Any student records in the Vendor's possession shall be returned when no longer needed for the purposes for which they were provided, or at the Agency's request, they shall be permanently destroyed, and the Vendor shall provide written confirmation upon the destruction of student records. Student records shall not be archived, stored or retained in any manner and shall not be retained for any period longer than the Term of the contract.

4.30. **REPORTING.** During the Term, the Vendor will provide monthly progress reports due to the Agency on the 1st of each month. The Vendor will also provide a listing of the Services completed as an accompaniment to all invoices sent to the Agency for payment together with such other supporting documentation as the Agency may reasonably request.

4.31. **KEY PERSONS.** The Parties agree that availability of and performance of Services by, when assigned to perform such Services, Ann Kremer is key to the satisfactory performance of this contract by the Vendor. The Vendor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the Agency project manager except as follows:

a. The Agency may request at any time the removal of (and the Vendor will remove) any individual performing Services if the Agency reasonably believes that individual is not qualified to perform the Services or tasks required of that individual.

b. Should any of the said key individuals cease employment with the Vendor during the Term or become unavailable to perform the work assigned to them, the Vendor shall immediately notify the Agency in writing of such occurrence. The parties shall promptly confer and determine and provide for the basis upon which the Vendor shall assure satisfactory performance of the required work. They shall verify their understandings in writing and retain a record of such verification as part of the record of the Vendor's performance of this contract.

4.32. **WEBSITE INCORPORATION.** The Agency expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Agency has actual knowledge of such content and has expressly agreed to be bound by it in a written agreement that has been manually signed by an authorized representative of the Agency.

4.33. **GENERAL PROVISIONS.**

4.33.1 **Entirety.** This contract constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any other negotiations, agreements or communications, whether written or oral, that have been made by either Party. The intent of the contract is to include items and services necessary for the proper execution and completion of the Services by the Vendor, including, without limitation, all such items and services which are consistent with, contemplated by, or reasonably inferable from the contract, whether or not such items and services are specifically mentioned herein.

4.33.2 **Certifications and Assurances.**

4.33.2.1 The Vendor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-1-75) and all of the terms, conditions and provisions of those Sections apply to this contract the same as though they were incorporated and included herein.

4.33.2.2 Vendor certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this contract.

4.33.3 **Counterparts.** This contract may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Signatures received by facsimile or signatures contained in a Portable Document Format (PDF) by any of the Parties shall have the same effect as original signatures.

4.33.4 **Cumulative Rights.** Except as otherwise provided in this contract, rights and remedies available to the Agency and/or the Vendor as set forth in this contract shall be cumulative with and in addition to, and not in limitation of, any other rights or remedies available to such Parties at law and/or in equity, and any specific right or remedy conferred upon or reserved to the Agency and/or the Vendor in any provision of this contract shall not preclude the concurrent or consecutive exercise of a right or remedy provided for in any other provision hereof.

4.33.5 **Amendment.** This agreement may only be amended in writing signed by both Parties.

4.33.6 **Severability**. In case any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall be not affected.

4.33.7 **Return of Property**. Upon termination or expiration of the Term or at ISBE's request, the Vendor shall immediately return all property to ISBE.

4.33.8 **Stevens Amendment.** Successful bidders will be subject to the provisions of Section 511 of P.L. 101-166 (the "Stevens Amendment") due to the use of federal funds for this program. All announcements and other materials publicizing this program must include statements as to the amount and proportion of federal funding involved. Approximately 100% of funds for the initial contract period will be from federal sources.

4.33.9 **Internal Controls.** If applicable and upon request, the Vendor shall provide the Agency, at no cost, with a copy of the most recent Annual Report or Form 10-K of itself or its holding company, its most recent audited internal control documents, including but not limited to Service Organization Control ("SOC"), SSAE 16, and SSAE 18 reports, which shall include the attestation of the company's independent registered accounting firm regarding the company's internal control over financial reporting.

4.34. **STUDENT DATA PROVISIONS:**

4.34.1 In the delivery of the Services the Vendor may have access to information, including individually identifiable information, on students, including prior Illinois students ("Student Data"); educators, including educator licensure and service record data ("Educator Data"); programs; schools or institutions; and districts (collectively "Confidential Data") necessary for required federal reporting, to audit and evaluate education programs and to perform studies for, or on behalf of, public elementary and secondary schools, all in a manner consistent with the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA"), the Illinois School Student Records Act (105 ILCS 10/1, et seq.) ("ISSRA"), the Illinois Freedom of Information Act (5 ILCS 140)("FOIA"), the Privacy Act of 1974, 5 U.S.C. § 552a, and other applicable laws.

4.34.2 The Confidential Data are and at all times will remain the sole property of ISBE. ISBE retains all right, title and interest in and to the Confidential Data and all copies thereof (including, without limitation, all copyrights, trade secrets, trademarks, patents, and other similar proprietary rights therein).

4.34.3 The term "individually identifiable information" means information that is identifiable to a particular individual, program, classroom, school, institution or district, including but not limited to the following: (a) a first and last name; (b) a home or other physical address, including street name and name of a city, town, or county; (c) an e-mail address; (d) a telephone number; (e) a social security, employer identification, student identification number, or biometric record; (f) test scores; or (g) clinical information, including any questionnaires, notes, or other documentation. Also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty (34 C.F.R. § 99.3).

4.34.4 De-identified data" means data that does not identify a particular individual, program, classroom, school, institution or district and with respect to which there is no reasonable basis to believe the data can be used to identify a particular individual, program, classroom, school, institution or district. Personally identifiable information ("PII") has been removed or obscured from the data in a way that minimizes the risk of unintended disclosure of the identity of individuals, programs, classrooms, schools, institutions or districts and information about them. (34 CFR § 99.31(b)(1)).

4.34.5 Vendor must ensure that any third-party Vendor of the Confidential Data working under or in collaboration with Vendor agrees by contractual terms to the provisions of this Agreement for the sharing, disclosure, re-disclosure, use, maintenance, security and destruction of the Confidential Data.

4.34.6 Injunctive Relief. Vendor agrees that an impending or existing violation of any provision of this Agreement would cause ISBE irreparable injury for which it would have no adequate remedy at law and that ISBE shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

4.34.7 **Data Access, Use and Security.**

4.34.7.1 Restrictions on Vendor. The data access, use, and security restrictions set forth in this Section shall apply to the receipt, use, disclosure, and maintenance of Confidential Data by Vendor. Vendor agrees to the following:

A. Confidential Data may only be used for the purpose or purposes authorized pursuant to this Agreement.

B. Vendor will comply with all applicable laws, materials, regulations and all other State and Federal requirements with respect to the protection of privacy, security and dissemination of the shared data including but not limited to the relevant requirements of: including but not limited to the relevant requirements of: the Social Security Act (42 U.S.C. §§1320d-2 through 1320d-7); U.S.C. section 552(A)(Privacy Act of 1974, Public Law 93-579); Identity Protection Act (5 ILCS 179/1 et. seq.), FOIA (5 ILCS 140/7(1)(c); and PERA (105 ILCS 5/24A-7.1).

C. Vendor will comply with the relevant requirements of FERPA (20 U.S.C. § 1232g) and ISSRA (105 ILCS 10/1 et seq.), regarding the confidentiality of Student Data, and specifically "education records" as defined in FERPA and "school student records" as defined in ISSRA. Any use of information contained in student education records to be released must be approved by ISBE. To protect the confidentiality of student education records, Vendor will limit access to student education records to those employees who reasonably need access to them in order to perform their responsibilities under this Agreement.

D. Vendor shall abide by and be bound by the requirements of the U.S. Department of Education, Family Policy Compliance Office's Guidance for Reasonable Methods and Written Agreements issued pursuant to the requirements of the Family Educational Rights and Privacy Act ("Guidance"). The Guidance is available at: http://www2.ed.gov/policy/gen/guid/fpco/pdf/reasonablemtd_agreement.pdf

E. Vendor will comply with PERA's confidentiality requirements regarding individual educator information (105 ILCS 5/24A-1 et seq.). The disclosure of educator or public school teacher, principal and superintendent performance evaluations is expressly prohibited under Section 24A-7.1 (105 ILCS 5/24A-7.1). Vendor will ensure that results from any analysis or evaluation of educator data will be published in a manner that protects the privacy and confidentiality of the individuals involved and that no educator, teacher or administrator can be personally identified from publicly reported aggregate data (Section 24A-20(a)(1)).

F. Vendor will follow ISBE's confidentiality requirements for all ISBE data, pursuant to the Data Processing Confidentiality Act (30 ILCS 585/0.01 et seq.). Information obtained from any individual shall comply with the following terms and conditions, which include, but are not limited to:

- Be confidential;
- Not be published or open to public inspection;
- Not be used directly in any court in any pending action or proceeding; and
- Not be admissible in evidence in any action or proceeding.

All records and other information maintained by ISBE regarding any person are confidential and shall be protected from unauthorized use and/or disclosure under this Agreement. Any dissemination or use of the Confidential Data for other than the primary purpose of this Agreement without the express written authority of ISBE is specifically prohibited. Confidential Data released under this Agreement are solely for the use of Vendor and are to be used only for the specific purposes as described in the Specifications.

G. In the event that any Confidential Data is required to be disclosed in response to a valid order of a court of competent jurisdiction or other governmental body of the United States or any political subdivisions thereof, Vendor shall first (a) notify ISBE of the order and provide a complete copy of such order to ISBE and (b) permit ISBE to seek an appropriate protective order. Vendor shall fully cooperate with ISBE if ISBE wishes to apply to such court for a protective order. Vendor shall only disclose the Confidential Data to the extent necessary and for the purposes of the court or other governmental body. Furthermore, Vendor must comply with the notice requirements of FERPA (34 C.F.R. § 99.31(a)(9)(ii) when and if it is required to disclose any Student Data in accordance with a lawfully issued subpoena or court order. 34 C.F.R. § 99.33(b)(2).

H. Vendor must create and maintain a record of any disclosure of Confidential Data made to any other person or entity pursuant to this Agreement. The record of disclosure must record the name of any additional person or organization receiving the Confidential Data and their legitimate interest under 34 C.F.R. § 99.31 in requesting or obtaining the Confidential Data The record must also describe the Confidential Data included within the disclosure by class, school, district, or other appropriate grouping. Upon ISBE's request, Vendor must provide a copy of the record of further disclosures to ISBE. 34 C.F.R. § 99.32(b)(2)(i) and (ii).

I. Nothing in this Agreement may be construed to allow Vendor to maintain, use, disclose, or share the Confidential Data in a manner not allowed by State or federal law or regulation, including but not limited to FERPA (20 U.S.C. § 1232g) and ISSRA (105 ILCS 10/1, et seq.).

J. Vendor will not share Confidential Data with anyone, except those employees, contractors, subcontractors and agents of Vendor with a legitimate interest in the Confidential Data for Audit, Evaluation, or Research and the relevant requirements of 34 C.F.R. § 99.32(a) applicable to the Confidential Data.

K. Vendor will instruct all persons having access to Confidential Data on the use and confidentiality restrictions set forth in this Agreement and sanctions for unauthorized

disclosure and shall require all employees, contractors, subcontractors, or agents of any kind to undertake the same obligations as Vendor hereunder and comply with all applicable provisions of FERPA and other State and federal laws with respect to the Confidential Data. Vendor shall produce a written acknowledgement from all such persons verifying that the instruction required under this Section has occurred.

L. Vendor will not disclose any individually identifiable information or Confidential Data under this Agreement in a manner which could identify an individual student, person, program, school, institution, or district except as authorized by ISBE and applicable law. Disclosure includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R Part 99), or individual identification of a person, program, school, institution, or district; and includes, de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

M. Vendor may not re-disclose Student Data to any other person or entity unless permitted or required by law and approved in advance under an amendment to this Agreement. Re-disclosure of Student Data includes, without limitation, disclosure of information, research, or analysis in a manner that permits the personal identification of parents and students, as such terms are defined in the FERPA regulations (34 C.F.R. Part 99); and includes, de-identified or aggregate data in cell sizes of less than ten (10) for each category or subcategory of data, and de-identified or aggregate data in cell sizes of more than ten (10) for each category or subcategory that, when disaggregated could lead to indirect disclosure through the disclosure, through the cumulative effects of disclosures, or when combined with other data element(s) in the public domain.

N. Vendor will apply data disclosure avoidance techniques such as cell suppression, complementary suppression, blurring and perturbation as appropriate, in order to further minimize re-identification risks associated with possible future efforts to compare and link the Confidential Data with other data sets. Care will be taken when utilizing cell suppression alone to employ additional methods to ensure that sensitive student counts cannot be found through the use of available percentages or data in other related tables or sources. Data users will refer to the best practices outlined by the National Center for Education Statistics Statewide Longitudinal Data Systems in Technical Brief 3, "Statistical Methods for Protecting Personally Identifiable Information in Aggregate Reporting" (NCES 2011-603), to minimize, to the greatest extent possible, the risk that individuals could be identified. Furthermore, Vendor agrees not to attempt to re---identify de-¬-identified Confidential Data and not to transfer de--identified Confidential Data to any Authorizer User unless that Authorized User agrees not to attempt re-¬-identification.

O. Vendor certifies that it has the capacity to restrict access to the Confidential Data and maintain the security of electronic information, as more fully set forth below. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of, ISBE. Vendor acknowledges that the use of unsecured telecommunications, including the

Internet or email, to transmit individually identifiable or deducible information derived from this Agreement is strictly prohibited.

P. Vendor agrees that all data transferred pursuant to this agreement will be through encrypted transmission mechanisms. These may include but not be limited to secure FTP or web sites using SSL protocols. These measures will be extended by contract to all employees, contractors, subcontractors, or agents that will receive Confidential Data provided by this Agreement and used by Vendor.

Q. Vendor will not provide any of the Confidential Data obtained pursuant to this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under subsections 99.67(c), (d) or (e) of Title 34 of the Code of Federal Regulations. 34 C.F.R. § 99.67 (c), (d) and (e).

R. Vendor agrees to fully report to ISBE as reasonable practicable, which in no event shall be longer than 48 hours of discovery of any infraction of the confidentiality provisions and any use or disclosure of Confidential Data not authorized by this Agreement or in writing by ISBE. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Confidential Data used or disclosed; (iii) who made the unauthorized use and/or received the unauthorized disclosure; (iv) what Vendor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use and/or disclosure. Vendor shall provide such other information, including a written report, as reasonably requested by ISBE.

S. Vendor agrees that Confidential Data shall not be archived or sent to a records center.

T. Vendor agrees to secure any and all data received pursuant to this Agreement and agrees to establish, secure and retain records of access and use of all Confidential Data received pursuant to this Agreement. Upon reasonable notice and during normal business hours, Vendor agrees to allow ISBE on-site inspection and access to all relevant data files and servers to verify data security and usage, as well as audit access, throughout the Term of this Agreement and for a period of three (3) years following the end of the Term. The three (3) year period shall be extended for the duration of any audit in progress during the Term. No fees shall be assessed for such access, audit, or review, and Vendor agrees to cooperate with ISBE's reasonable efforts to verify data security and usage.

U. Any breach of the security of any Confidential Data provided to any person or entity under this Agreement shall be subject to the terms and provisions of the Personal Information Protection Act (815 ILCS 530/1, et seq.).

V. Vendor represents and agrees that any and all approvals for the research to be conducted using the Confidential Data, where required by law, from the Vendor or the Vendor's Institutional Review Board ("IRB") have been obtained. ISBE may request a copy of any review completed by Vendor or the Vendor's IRB related to the Confidential Data; and Vendor shall provide ISBE with a copy of the requested review within ten (10) working days of ISBE's written request.

W. Vendor may not assign its obligations under this Agreement, or any part of its interest in this Agreement, without the prior written consent of ISBE. Any assignment made without said consent shall be null and void.

X. Vendor recognizes and agrees that the Confidential Data it obtains under this Agreement is the property of ISBE and shall be disposed of or returned to ISBE within ten (10) days, upon ISBE's request. All Confidential Data received pursuant to this Agreement shall be disposed of upon termination, cancellation, expiration, or other conclusion of this Agreement. Disposal means the return of the Confidential Data to ISBE or destruction of the Confidential Data in a means outlined herein below, as directed by ISBE, including purging of all copies from the Vendor's computer systems. Upon disposal of the Confidential Data, Vendor shall provide ISBE with written certification. Vendor agrees to require all employees, contractors, subcontractors, or agents of any kind to comply with this provision.

4.34.8 **Protection of Data**

4.34.8.1 All Confidential Data shall be stored in a secure environment physically located in the continental United States with access limited to the least number of staff needed to complete the purpose of this Agreement. Only one complete copy of the Confidential Data is permitted to be maintained by Vendor; however, time-delimited temporary data analysis files may be created. Any temporary data file(s) and subsets of the original data set will be considered Confidential Data and subject to the terms and conditions of this agreement. Vendor agrees to store data on one or more of the following media and protect the data as described:

A. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. If the workstation is located in an unsecured physical location the hard drive must have encryption to protect the Confidential Data in the event the device is stolen.

B. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism. Backup copies for DR purposes must be encrypted if recorded to removable media.

C. Paper documents. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized individuals. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

D. Access via remote terminal/workstation over the Public Internet. Vendor must request authorization from ISBE for remote data access at the time of access. Vendor

shall ensure safeguards are protocols are in place to secure the receipt and transmission of data.

E. Confidential Data shall not be stored by Vendor on portable devices or media which include but are not limited to laptops, tablets, handhelds/PDAs, Ultramobile PCs, optical discs, CDs, DVDs, Blu-Rays, removable storage and flash memory devices unless specifically requested by the Vendor and authorized within this Agreement. The request must include methods for encrypting the data, controlling access to the data and physically protecting the device(s) containing the data.

4.34.9 **Data Segregation**

4.34.9.1 Confidential Data must be segregated or otherwise distinguishable from non- Confidential Data. This is to ensure that when no longer needed by the Vendor, all Confidential Data can be identified for return or destruction. It also aids in determining whether Confidential Data has or may have been compromised in the event of a security breach.

4.34.9.2 Confidential Data shall be stored in one of the following methods:

A. Confidential Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non- Confidential Data; or

B. Confidential Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to confidential data; or,

C. Confidential Data will be stored in a database which will contain no non-Confidential Data; or,

D. Confidential Data will be stored within a database and will be distinguishable from non- Confidential Data by the value of a specific field or fields within database records; or

E. When it is not feasible or practical to segregate Confidential Data from non-Confidential Data, then both the confidential data and the non-confidential data with which it is commingled must be protected as described in this Agreement.

F. If the Vendor or its agents detect a compromise or potential compromise in the IT security for this data such that personal information may have been accessed or disclosed without proper authorization, Vendor shall give notice to ISBE in accordance with this Agreement.

4.34.10 **Disposition of Data.**

4.34.10.1 Upon termination of the agreement, Vendor shall dispose of the data received along with backup copies and any temporary or permanent work files that contain confidential data and provide written notification of disposal. Failure to do so may prevent data sharing agreements with the organization in the future.

4.34.10.2 Upon the destruction of the confidential data, the Vendor shall verify the disposition, in writing, and submit it to the ISBE authorized representative within fifteen (15) days of the date of disposal.

4.34.10.3 Acceptable destruction methods for various types of media include:

A. For paper documents containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.

B. For paper documents containing Confidential Data requiring special handling, recycling is not an option. These documents must be destroyed by on-site shredding, pulping, or incineration.

C. If confidential or sensitive information has been contained on optical discs (e.g. CDs, DVDs, Blu-ray), the data Vendor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.

D. If confidential or sensitive information has been stored on magnetic tape(s), the data Vendor shall destroy the data by degaussing, incinerating or crosscut shredding.

E. If data has been stored on server or workstation data hard drives or similar media, the data Vendor shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

F. If data has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data Vendor shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data cannot be reconstructed, or physically destroying disk(s).

4.34.11. Prior to the publication of any data or results from research performed under this Agreement, Vendor must provide the State with a copy of any proposed publication that is based on Confidential Information specific to the State of Illinois, or any subgroup with the State of Illinois, or any subgroup (whether or not it is identified as including Illinois students) of size less than 30. ISBE shall have the right to review and comment on any portion of the publication prior to public dissemination. ISBE shall have the right to redact any inadvertent disclosures of individually identifiable information or Confidential Information. Any redactions by ISBE shall be final and Vendor agrees that the publication of any material redacted by ISBE shall be considered a material breach of this Agreement. ISBE reserves the right to demand that the Vendor include in any material to be publicly released a disclaimer to the effect that "Such material does not necessarily reflect the views of ISBE or its employees." Further, Publications or audiovisual media must include the following disclaimer: "This [publication or project] was made possible by grant number 90TP0122. Its contents are solely the responsibility of the authors and do not necessarily represent the official view of the United States Department of Health and Human Services, Administration for Children and Families."

4.34.12 The terms and provisions of this contract shall apply to the use of Confidential Data received by Vendor for so long as Vendor retains the data and shall survive the expiration or earlier termination of this Agreement.

4.34.13 This award is subject to the requirements as set forth in 45 CFR Part 75. (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75).

4.34.15 **Salary Limitation**: Pursuant to HHS appropriations acts, none of the funds awarded by this grant shall be used to pay the salary of an individual at a rate in excess of Federal Executive Schedule Level II.

($203,700 for 2022).

☒ Other (describe)

Exhibit A: Services, Milestones and Deliverables

Exhibit B: Budget and Payment

Exhibit A
Scope of Services, Milestones and Deliverables

SASED-Early Choices, the state's technical assistance hub for inclusion in ECSE, will lead this work, including selecting and supporting pilot sites to "pressure test" the models; soliciting and documenting real-time feedback from district-level and community-based ECSE staff: and refine the models as needed. The first phase of implementation will create public awareness and education materials about models for serving children with disabilities and delays within community settings. Stakeholder engagement, including parents, providers, teachers and school district staff, will both serve as a vehicle to increase/deepen understanding of "inclusive environments" outside of school buildings and as a real-time source of feedback and input as models are being tested and refined. Early Choices will also review needs assessment data related to where children (age 3-5 years) with disabilities are being served and the reach of special education services in communitysettings that will inform the models.

Task	**Milestones/Evidence of Achievement**	**Timeline**			
		Quarter 1	Quarter 2	Quarter 3	Quarter 4
Activity 5.1. Pilot Strategies for Inclusive Community-Based Early Childhood Special Education (create public awareness materials based on key recommendations from the Public Consulting Group (PCG) report; select appropriate models for testing; engagement partners)	Modes for pilot sites identified Public Awareness Materials created		X	X	

Task	Milestones/Evidence of Achievement	Timeline			
		Quarter 1	Quarter 2	Quarter 3	Quarter 4
Activity 5.1. Convene six community teams and vet and test models recommended from the prior work in the PCG report; disseminate stipends to three communities to pilot models and provide consultation and training. • Focus on understanding implementation of various models, including fiscal needs. • Gather feedback on the recommended models • Connect work to cost model needs for funding high quality early childhood services (recommendation from Funding Commission)	Sites identified and pilot initiated		X	X	X

Task	**Milestones/Evidence of Achievement**	**Timeline**			
		Quarter 1	Quarter 2	Quarter 3	Quarter 4
Activity 5.1. Convene advisory body, evaluate outcomes and share data with state and integrate into strategic plan • Advisory group will be continued from the PCG inclusion project. Identify policy changes needed to implement recommendations from PCG.	Report of recommendations Advisory Body Meetings Quarterly Monthly Meetings with ISBE				X

Timeline (by annual year quarter):

Q1

- Create fact sheets, webinars, and other public awareness materials from PCG report
- Identify communities to participate in community conversations

Q2

- Hold "road show" of up to six community conversations to vet assumptions in the PDG report
- Identify up to three communities to participate in local pilot planning

Q3

- At least two meetings of local planning teams held

Q4

- Community planning teams present to the advisory body
- Summary report

Exhibit B
Budget

Total payment under this Agreement shall not exceed $400,000. Vendor will invoice monthly for the services rendered in the previous month. Invoices are due to ISBE no later than 15 days after the end of each month. Invoices are to be emailed to Kristy Doan at kdoan@isbe.net & Alicia Lynch-Deatherage at alynchde@isbe.net.

Description	Budget
Salaries/Fringe	$151,539.00
Supplies, Printing, Phone and Postage, Graphic Design & translation	$47,619.00
Implementation stipends for 3 communities	$75,000.00
Travel, local conference registration fees	$12,000.00
Indirect	$13,842.00
Subcontract with Start Early	$100,000.00
Total	$400,000.00

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
   - the contract may be void by operation of law,
   - the State may void the contract, and
   - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3 If Public Agency employs 25 or more employees and this contract is worth more than $5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa (30 ILCS 587)

AGENCY

IL State Board of Education

SIGNATURE Tony Sanders Digitally signed by Tony Sanders Date: 2023.03.30 08:55:35 -05'00'

PRINTED NAME
Dr. Tony Sanders

TITLE
State Superintendent of Education

AGENCY

School Association for Special Education in DuPage

SIGNATURE M. McGuffin

PRINTED NAME
Dr. Melinda McGuffin

TITLE
Executive Director

Federal Funding Certifications and Assurances

1. **Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):**

As required by OMB, Vendor certifies that it:

a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.

b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.

c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

d) Will initiate and complete the work within the applicable time frame.

e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:

i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;

ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;

iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis

iv. of handicap;

v. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;

vi. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;

vii. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;

viii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;

ix. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;

x. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*

f) Will comply with all federal environmental standards applicable to the project, including but not limited to:

i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;

ii. Notification of violating facilities pursuant to Executive Order 11738;

iii. Protection of wetlands pursuant to Executive Order 11990;

iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;

vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;

vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;

viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;

ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

g) Will comply with all other federal statutes applicable to the project, including but not limited to:

i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs,

ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;

iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;

v. Executive Order 11593, which relates to identification and protection of historic properties;

vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;

vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;

viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

2. Subcontracts:

Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of $25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3. Certifications Regarding Lobbying:

Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than $100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than $100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

4. Control of Property:

Vendor certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular No. A-102 Common Rule.

5. Cost Principles:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, as amended.

6. Davis-Bacon Act:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assigned sub agreements.

7. Disadvantaged Business Enterprise (DBE) Assurance:

Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

8. Drug Free Workplace:

Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended, and 49 C.F.R. Part 29, Subpart F, including Appendix C, as amended.

9. Procurement Compliance Certification:

Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Vendor further certifies that it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

10. Standard Assurance:

Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project.

11. Buy American Act:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

12. Federal Debarment/Suspension:

Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

13. Eligibility for Employment in the United States:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

14. Exhibits and Amendments:

Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

M. McGuffin
Signature

Melinda McGuffin
Printed Name

3/15/2023
Date

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR 417 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published in the May 25, 2010 Federal Register (pages 29183-29189). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

(1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

(2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;

(3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;

(4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;

(5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

School Association for Special Education in DuPage
Organization Name

PDGBS
PR/Award Number or Project Name

Melinda McGuffin
Name of Authorized Representative

Executive Director
Title

M. McGuffin
***Original** Signature of Authorized Representative*

3/15/2023
Date

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at http://epls.arnet.gov/.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

CERTIFICATE REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

School Association for Special Education in Dupage
Organization Name

PDGB5
PR/Award Number or Project Name

Melinda Mc Guffin
Name of Authorized Representative

Executive Director
Title

M. McGuffin
Original *Signature of Authorized Representative*

3/15/2023
Date

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, IL 62777-0001

DISCLOSURE OF LOBBYING ACTIVITIES

Directions: Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352. *(See reverse for public burden disclosure.)*

1. TYPE OF FEDERAL ACTION
☐ a. Contract ☐ b. Grant ☐ c. Cooperative agreement ☐ d. Loan ☐ e. Loan guarantee ☐ f. Loan insurance

2. STATUS OF FEDERAL ACTION
☐ a. Bid/offer/application ☐ b. Initial award ☐ c. Post-award

3. REPORT TYPE
☐ a. Initial filing ☐ b. Material change ☐ For material change only: _ Year _ Quarter _ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

☐ Prime ☐ Subawardee, Tier _ , if known _ Congressional District, if known

5. IF REPORTING ENTITY IN NO. 4 IS SUBAWARDEE, ENTER NAME AND ADDRESS OF PRIME

_ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known	9. AWARD AMOUNT, if known $ _
10a. NAME AND ADDRESS OF LOBBYING ENTITY (If individual, last name, first name, MI)	b. INDIVIDUALS PERFORMING SERVICES (Including address if different from No. 10a) (last name, first name, MI)

(Attach Continuation Sheet(s) ISBE 85-37A, if necessary)

11. AMOUNT OF PAYMENT (check all that apply)
$ _____ ☐ Actual ☐ Planned

12. FORM OF PAYMENT (check all that apply)
☐ a. Cash ☐ b. In-kind; specify: nature _ value _

13. TYPE OF PAYMENT (check all that apply)
☐ a. Retainer ☐ b. One-time fee ☐ c. Commission
☐ d. Contingent fee ☐ e. Deferred ☐ f. Other, specify _

14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in item 11.

15. ☐ YES ☐ NO CONTINUATION SHEET(S), ISBE 85-37A ATTACHED

16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ORIGINAL SIGNATURE	M. McG
PRINT NAME OR TYPE	Melinda McGuffin
TITLE	Executive Director
TELEPHONE NUMBER	(630) 955-8104
DATE	

ISBE 85-37 (3/12)

INSTRUCTIONS FOR COMPLETION OF ISBE 85-37, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the ISBE 85-37A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial(MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an ISBE 85-37A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ILLINOIS STATE BOARD OF EDUCATION
100 North First Street
Springfield, Illinois 62777-0001

CONTINUATION SHEET
DISCLOSURE OF LOBBYING ACTIVITIES

REPORTING ENTITY

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Government Entity

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2900 OGDEN AVE

Requester's name and address (optional)

6 City, state, and ZIP code

LISLE IL 60532

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

3	6	-	2	9	1	9	4	9	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ M. Mejstrik Date ▶ January 18, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

APPLICATION FOR OCCUPANCY

DISTRICT NAME AND NUMBER

School Assoc. for Special Education in DuPage

FACILITY NAME

Southeast Alternative School

FACILITY LOCATION

6 S 331 Cornwall Road, Naperville, IL 60540

- ☐ GENERAL CERTIFICATE OF OCCUPANCY
- ☐ CERTIFICATE OF PARTIAL OCCUPANCY
- ☐ CERTIFICATE FOR A VEHICULAR FACILITY
- ☒ CERTIFICATE OF TEMPORARY OCCUPANCY

- ☒ Property is owned by the district.
- ☐ Property is not owned by district (Attach Owner Authorization)

- ☐ New Use - Building Permit #
- ☐ New Construction - Project & Bldg Permit #
- ☐ Addition - Project & Bldg Permit #
- ☐ Renovation/Repair - Project # 23035

III. ARCHITECT/ENGINEER'S CERTIFICATION

To the best of my knowledge and belief (check and complete applicable statement):

#1 is to be used for new construction/addition

☐ 1. Based upon my survey of the above named facility on ___/___/___ I find and hereby certify that the facility is in full compliance with Part 180. The INSPECTION STATEMENTS and the CONFIRMATION OF CALLED INSPECTION RECORDS have been submitted to, and the CALLED INSPECTIONS RECORDS have been reviewed by the Regional Superintendent during and/or upon completion as applicable to the work.

☐ 2. I find that the facility fails to comply fully with the requirements of Part 180. However, based upon my survey of the above named facility on ___/___/___ and the attached TEMPORARY FACILITY REPORT (includes the Temporary Facility Elimination Plan and the Temporary Facility Checklist), I hereby certify that such noncompliance does not jeopardize the general health and safety of the student and others who occupy the facility.

#3 is to be used for existing facility work

☒ 3. Based upon my survey of the work within the above named facility on 04/10/23 I find and hereby certify that the work is in full compliance with Part 180. The INSPECTION STATEMENTS and the CONFIRMATION OF CALLED INSPECTION RECORDS have been submitted to, and the CALLED INSPECTIONS RECORDS have been reviewed by the Regional Superintendent during and/or upon completion as applicable to the work.

This statement, as selected above, is valid as of the day of the survey indicated. Changes to the facility or conditions affecting it after that date may render this statement invalid.

STATE OF ILLINOIS
ANTHONY TREMONTE
001-015865
LICENSED ARCHITECT

4/10/23	Anthony Tremonte	ARCON Associates, Inc.	Anthony Tremonte (Seal & signature)	
Date	Architect/Engineer Name	Firm Name		
001-015865	(630) 495-1900		11/30/2024	
License Number	Phone Number		Expiration Date	

SCHOOL DISTRICT CERTIFICATION

We hereby certify that this application accurately describes the status of the work and the occupancy we are seeking in order to occupy the above named facility for the primary purpose of: Education

Date	President of the Board of Education	Date	District Superintendent

FOR REGIONAL SUPERINTENDENT'S USE

INSPECTION RECORDS: Date Received: ___/___/___

INSPECTION STATEMENT: Date Received: ___/___/___

CONFIRMATION OF CALLED INSPECTION RECORDS: Date Received: ___/___/___

An inspection was made or caused to be made upon the completion of the work and before issuance of a CERTIFICATE OF OCCUPANCY for the above named facility on ___/___/___.

Date	Regional Superintendent

(1/11) Form 36-15 (Prescribed by Regional Superintendent for local board use) 180.225 and 180.230 a)

TEMPORARY FACILITY REPORT - Part I

Temporary Facility Elimination Plan

The Board of Education for School Association for Special Education in DuPage (SASED)
District Name and Number

in DuPage County, IL, upon resolution adopted at a duly convened meeting, hereby

requests an approval for usage of temporary facility to be used in connection with the

Southeast Alternative School located at 6S331 Cornwall Rd, Naperville, IL 60540
Name of School Building *Address of School Building*

until June 30, 2024.

This temporary facility will be used for:

- [x] Classrooms
- [ ] Storage
- [ ] Library
- [ ] Gymnasium
- [ ] Auditorium
- [x] Other Transition Services.

This temporary facility will be:

- [x] Relocatables
- [ ] Temporary rooms in: _____.
  Name of Location (rental of churches, etc)

Number of units one (1), rooms two (2), and/or buildings one (1) to be used

Number of pupils to be housed in temporary housing: Ten (10).

The Board of Education has diligently attempted to eliminate the need for this temporary facility by:
exploring all options to address student instructional space at SASED Southeast Alternative School.

What is the plan for elimination of the code deficiencies to bring this facility into compliance with 23 Ill. Adm. Code, Part 180 or to eliminate the need to use this facility?
Repair identified deficiency.

This plan will be accomplished by _____.
Date

_____ _____
Date *Signature of Board President*

_____ _____
Date *Signature of Board Secretary*

I have reviewed the request of School District No. N/A, and approve the request for temporary housing as submitted by the Board of Education and certified by their architect/engineer.

_____ _____
Date *Signature of Regional Superintendent*

TEMPORARY FACILITY REPORT - Part II

Temporary Facility Checklist

District Name/Number	Building Name
School Association for Special Education in DuPage	Central Office/Southeast Alternative School

Number of Units	Year Originally Constructed	Area Square Feet	# of Rooms	Enrollment	Grade Level	Number of years in use
1	1997	788 EA	2	10	9-12	26

COMPLIANCE			CHECK FOR THE FOLLOWING CONDITIONS
YES	NO	NA	
☒	☐	☐	1. Was the unit constructed according to 77 IL Adm Code Part 880 and the seal of approval from IDPH posted as required?
☒	☐	☐	2. Does the district have on file the compliance certificate from IDPH (pink copy)?
☒	☐	☐	3. Architect/Engineer has verified with the IL Dept of Natural Resources/IDOT that the unit(s) is/are not located in a designated floodplain area.
☒	☐	☐	4. Is the building securely anchored to the foundation as to withstand the wind load as described in ASCE 7-95?
☒	☐	☐	5. Are there 2 exits on opposite sides of building?
☒	☐	☐	6. Is there an interconnecting door between classrooms?
☒	☐	☐	7. Is the building located in accordance with Section 175.120 of 23 IL Administrative Code, Part 175? (30 feet from adjacent building or separated by two-hour fire wall; or BOCA 705.2 20'-0" or fire wall)
☒	☐	☐	8. Are the foundation walls maintained plumb and free from open cracks and breaks and kept in such condition as to prevent entry of weather, animals and insects?
☒	☐	☐	9. Is the enclosure between the floor and ground in good condition? (Tight to prevent entrance of weather, animals and insects)
☒	☐	☐	10. Are the steel floor support members in good rust-free condition?
☒	☐	☐	11. Is the general exterior appearance of the building in an acceptable, well-maintained condition free of loose strips or battens?
☒	☐	☐	12. Is the roof and flashing in good condition?
☒	☐	☐	14. Are stair tread and ramps maintained with non-slip finish and platforms in good condition?
☒	☐	☐	15. Are the restrooms clean, adequate and in operable condition and properly ventilated?
☒	☐	☐	16. Are the plumbing fixtures properly installed and maintained in working order, free from leaks and defects?
☒	☐	☐	17. Are the lighting fixtures properly maintained, complete with lenses and louvers?
☒	☐	☐	18. Do the doors lock securely without additional locks, bolts or chains?
☒	☐	☐	19. Are doors equipped with panic hardware (If occupancy is over 100 occupants)
☒	☐	☐	20. When building is occupied, are all the doors free from devices or wedges to prevent normal operation?
☒	☐	☐	21. Are screened or barred windows easily opened from inside without keys or tools?
☒	☐	☐	22. Is the exit lighting system used and all exit lights operable when the building is occupied? (rooms/corridors with more than 2 doors)
☒	☐	☐	23. Is the building equipped with an approved operable alarm and detector system?
☒	☐	☐	24. Are utility shut-offs properly and clearly marked?
☒	☐	☐	25. Is all fuel-burning and heating equipment (flues, ducts, pumps, etc.) maintained and in serviceable condition?

☐	☐	☒	26. Is automatic fuel-burning and heating equipment serviced annually by a qualified person?
☐	☐	☒	27. Have all heat exchanges of forced warm air furnaces and unit heater been examined to determine that they are airtight to prevent carbon monoxide and other combustion gases from getting into occupied space?
☒	☐	☐	28. Are all combustible waste materials disposed of daily from classroom and building?
☒	☐	☐	29. Is the insulation material non-combustible and interior finishing flamespread 75 or less?
☒	☐	☐	30. Are non-flammable cleaning materials used?
☐	☐	☒	31. Are storerooms and closets free from waste accumulations and unnecessary materials?
☒	☐	☐	32. Are enough fire extinguishers of approved type for intended use installed in the building? (75 feet max. from any point in the facility to a fire extinguisher.)
☒	☐	☐	33. Have fire extinguishers been inspected and so tagged within the past year?
☒	☐	☐	34. Is the temperature control of the heating and/or cooling system adequate?
☒	☐	☐	35. Is the supply of fresh air adequate (classroom, assemblies and toilets) as required?

List all areas of noncompliance:

INTERIOR:

Mobile Unit M9:

1. No non-compliance items observed.

Mobile Unit M10:

1. No non-compliance items observed.

EXTERIOR:

1. No non-compliance items observed.

ARCHITECT

The State of Illinois licensed architect and/or engineer, employed by this district, has certified to this Board of Education that to the best of his/her knowledge and belief, the above mentioned structure will not present a health/life safety hazard to the students housed therein for the school year 20 23 - 20 24. Further, such architect and/or engineer has listed the areas of noncompliance with the Health/Life Safety Code.

(Seal)

STATE OF ILLINOIS ★ ANTHONY TREMONTE 001-015865 ★ LICENSED ARCHITECT

Anthony Tremonte

Name and Signature of Architect/Engineer

001-015865 — License Number

November 30, 2024 — Expiration Date

ARCON Associates, Inc. — Name of Firm

April 10, 2023 — Date of Inspection

SCHOOL DISTRICT

We hereby certify that this application accurately describes the work to be performed, and that, upon approval all work will be completed in accordance with this application and all applicable laws and regulations.

Date Signature of President, Board of Education

Date Signature of District Superintendent

REGIONAL SUPERINTENDENT

The above Annual Inspection Checklist for a temporary facility is hereby accepted as submitted.

Date Signature Regional Superintendent

(09-10) Form 36-26 (Prescribed by the Regional Superintendent for local board use) 180.230 c) 4)

SASED
Teaching · Leading · Believing

Mindy McGuffin <mmcguffin@sased.org>

CDW-G Quote Confirmation: Quote #NHPS417/P.O. Ref. 3092200078

1 message

Matt Eisfelder <matteis@cdwg.com>
Reply-To: Matt Eisfelder <matteis@cdwg.com>
To: mmcguffin@sased.org

Tue, Apr 4, 2023 at 3:54 PM

CDW·G PEOPLE WHO GET IT

Thank you for choosing CDW-G. We have received your quote. | **View in browser**

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

Mindy Mcguffin,

Thank you for considering CDW-G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

Shipping Delays:
While CDW is processing orders normally without disruption and our Distribution Centers are operating as expected, **ongoing global supply chain challenges may cause order delivery delays.**
Learn More

Quote #	Quote Date	Quote Reference	Customer #
NHPS417	04/4/2023	3092200078	2926678

IMPORTANT — PLEASE READ:

Account Manager Notes: Here it is
Thanks
Matt

Order Details

Item	Qty	CDW #	Unit Price	Ext. Price
Enterprise **Microsoft Windows Server Datacenter Edition - license & software assurance** Mfg. Part#: 9EA-00039 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	64	4325198	$44.00	$2,816.00

	Microsoft Windows Server - External Connector License & Software Assurance Mfg. Part#: R39-00374 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	2	2379801	$189.00	$378.00
	Microsoft Windows Server Standard Edition - License & Software Assurance Mfg. Part#: 9EM-00562 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	16	4325202	$6.77	$108.32
	Microsoft 365 A3 - subscription license (1 month) - 1 user Mfg. Part#: AAD-38392-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	430	5419408	$55.00	$23,650.00
	Microsoft 365 A3 - subscription license - 1 user Mfg. Part#: AAD-38397-A-12mo UNSPSC: 43231513 Electronic distribution - NO MEDIA Contract: MARKET	800	5419375	$0.00	$0.00
	Microsoft 365 A5 Security - subscription license - 1 user Mfg. Part#: PYQ-00001-12MO Electronic distribution - NO MEDIA Contract: MARKET	430	5809870	$39.50	$16,985.00
	MS EES DEFENDER F SVR Mfg. Part#: 1O1-00003-14MO Electronic distribution - NO MEDIA Contract: MARKET	20	6927088	$85.00	$1,700.00

Subtotal	$45,637.32
Sales Tax	$0.00
Grand Total	**$45,637.32**

Shipping Details

Shipped To:

School Assoc For Special Education ATTN: Attn:mindy Mcguffin

2900 Ogden Ave, Lisle, IL 60532-1631

Phone: (630) 778-4500

Shipping Method ELECTRONIC DISTRIBUTION

Payment Terms NET 30 Days-Govt/Ed



Sales Contact Info

Matt Eisfelder
| (877) 246-8022 | matteis@cdwg.com

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Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple.

Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party.

If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions:

(i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at www.apple.com/legal/sales-support/applecare/os-reseller-support/;

(ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and

(iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

ECB&S | Engler Callaway Baasten & Sraga, LLC
2215 York Road, Suite 400, Oak Brook, Illinois 60523
630-313-4750 www.ecbslaw.com

TO: ECB&S School District and Joint Agreement Clients

SUBJECT: Fee Increase

DATE: April 10, 2023

We are writing to advise you that, **effective July 1, 2023, our fees will be increased to $260 per hour for partners, $240 per hour for associates and $105 per hour for paralegal work.** We believe this modest increase in the hourly billing rate for our attorneys to be more than competitive, given current market rates and the depth and breadth of their practice and experience in this unique field of law.

As always, we are mindful of the challenging economic circumstances that our public sector clients face, and we genuinely appreciate and value your trust in our firm and the work that we do for you. Please contact Teri Engler, Lisa Callaway, Cynthia Baasten, or Dawn Hinkle if you have any questions about these changes, and thank you for the opportunity for ECB&S to continue to serve as counsel to your school district or joint agreement.

ARCON

RECEIVED
JAN 13 2023
By

January 1, 2023

Dr. Mindy McGuffin
Executive Director
SASED The School Association for Special Education in DuPage County
2900 Ogden Avenue
Lisle, IL 60532

RE: Amendment to Owner/Architect Agreement

Dear Dr. McGuffin:

As is typical at the beginning of our fiscal year, we propose to extend and amend our existing Owner/Architect Agreement for all District Building projects and any other project assigned to ARCON Associates. We would like to extend and amend the agreement as follows:

Paragraph 11.3.1 and 11.3.2:
Modify hourly rates to the following:

	2023 Rates
Principal	$225.00 per hour
Senior Associate	$216.00 per hour
Project Architect/Manager	$211.00 per hour
Registered Roof Consultant	$210.00 per hour
Landscape Architect	$207.00 per hour
Interior Designer	$194.00 per hour
Field Observer	$179.00 per hour
Draftsperson	$150.00 per hour
Clerical	$ 98.00 per hour

Please retain this amendment for your files.

As always, we thank you for the opportunity to continue to serve SASED.

Respectfully,
ARCON Associates, Inc.

VP Trinh, GGP, LEED AP
Principal

VPT/rac
T:\RAC\2023 Rate Letters\SASED.wpd

Operational Services

Fund Balances

The Executive Director or designee shall maintain fund balances sufficient for use during the entire course of each fiscal year. Fund balances combined with revenues shall provide funding for payroll and benefits disbursements, programs and services costs and all vendor obligations, without incurring extra fees or penalties. The extent of fund balances shall include contingency allowances for unforeseen events, disruptions of revenue sources, or substantially unexpected expenses. It is understood that, during audits or other external assessments, fund balances are evaluated for sufficiency. The Executive Director or designee shall inform the Board whenever it should discuss drawing upon its reserves or borrowing money.

SASED seeks to maintain a year-end fund balance to revenue ratio of no less than 20 percent of a year of budgeted expenditures.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

ADOPTED: April 26, 2023

General Personnel

Exhibit - Resolution to Prohibit Sexual Harassment

WHEREAS, Section 10-20 of the School Code (105 ILCS 5/10-20) grants school boards other powers that are not inconsistent with their duties;

WHEREAS, Section 1-5 of the State Officials and Employees Ethics Act (5 ILCS 430/1-5) includes school districts within the definition of a *governmental entity*;

WHEREAS, Section 5-65 of the State Officials and Employees Ethics Act (5 ILCS 430/5-65, added by P.A. 100-554) provides that all persons have a right to work in an environment free from sexual harassment;

WHEREAS, Section 70-5 of the State Officials and Employees Ethics Act (5 ILCS 430/70-5, amended by P.A.s 100-554 and 101-221) requires governmental entities to adopt an ordinance or resolution establishing a policy to prohibit sexual harassment which, at a minimum, includes: (1) a prohibition on sexual harassment; (2) details on how an individual can report an allegation of sexual harassment, including options for making a confidential report to a supervisor, ethics officer, Inspector General, or the Ill. Dept. of Human Rights; (3) a prohibition on retaliation for reporting sexual harassment allegations, including availability of whistleblower protections under the Act, the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/); (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report; and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against a Board member by a fellow Board member or other elected official;

THEREFORE, BE IT RESOLVED, by the Board of Directors of *SASED*, *DuPage* County, Illinois, as follows:

Section 1: The Board adopts Board policies 2:105, *Ethics and Gift Ban,* and 5:20, *Workplace Harassment Prohibited*, attached as Exhibit A, which collectively contain the following: (1) a prohibition on sexual harassment; (2) detail regarding how an individual can report an allegation of sexual harassment, including options for making a confidential report to an immediate supervisor, the Building Principal, an administrator, the Nondiscrimination Coordinator, a Complaint Manager, or the Ill. Dept. of Human Rights; (3) a prohibition on retaliation for reporting sexual harassment allegations and a statement regarding the availability of whistleblower protections under the State Officials and Employees Ethics Act, the Whistleblower Act, and the Ill. Human Rights Act; and (4) the consequences: (a) of a violation of the prohibition on sexual harassment; and (b) for knowingly making a false report, and (5) a mechanism for reporting and independent review of allegations of sexual harassment made against a Board member by a fellow Board member or other elected official.

Section 2: Any prior versions of Board policies 2:105, *Ethics and Gift Ban*, and 5:20, *Workplace Harassment Prohibited*, adopted by the Board are superseded by this Resolution.

Adopted this ____ day of _____, 20___.

Attested by: _____, Board Chairperson

Attested by: _____, Board Secretary

Governance

Ethics and Gift Ban

Prohibited Political Activity

The following precepts govern political activities being conducted by SASED employees and Board members:

1. No employee shall intentionally perform any "political activity" during any "compensated time," as those terms are defined herein.
2. No Board member or employee shall intentionally use any SASED property or resources in connection with any political activity.
3. At no time shall any Board member or employee intentionally require any other Board member or employee to perform any political activity: (a) as part of that Board member's or employee's duties, (b) as a condition of employment, or (c) during any compensated time off, such as, holidays, vacation, or personal time off.
4. No Board member or employee shall be required at any time to participate in any political activity in consideration for that member or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise; nor shall any Board member or employee be awarded additional compensation or any benefit in consideration for his or her participation in any political activity.

A Board member or employee may engage in activities that: (1) are otherwise appropriate as part of his or her official duties, or (2) are undertaken by the individual on a voluntary basis that are not prohibited by this policy.

Limitations on Receiving Gifts

Except as permitted by this policy, no Board member or employee, and no spouse of or immediate family member living with any Board member or employee shall intentionally solicit or accept any "gift" from any "prohibited source," as those terms are defined herein, or that is otherwise prohibited by law or policy. No prohibited source shall intentionally offer or make a gift that violates this policy.

The following are exceptions to the ban on accepting gifts from a prohibited source:

1. Opportunities, benefits, and services that are available on the same conditions as for the general public.
2. Anything for which the Board member or employee, or his or her spouse or immediate family member, pays the fair market value.
3. Any: (a) contribution that is lawfully made under the Election Code, or (b) activities associated with a fund-raising event in support of a political organization or candidate.
4. Educational materials and missions.
5. Travel expenses for a meeting to discuss business.
6. A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece,

husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.

7. Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (a) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (b) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (c) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other Board members or employees, or their spouses or immediate family members.
8. Food or refreshments not exceeding $75 per person in value on a single calendar day; provided that the food or refreshments are: (a) consumed on the premises from which they were purchased or prepared; or (b) catered. "Catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
9. Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of a Board member or employee), if the benefits have not been offered or enhanced because of the official position or employment of the Board member or employee, and are customarily provided to others in similar circumstances.
10. Intra-governmental and inter-governmental gifts. "Intra-governmental gift" means any gift given to a Board member or employee from another Board member or employee, and "inter-governmental gift" means any gift given to a Board member or employee by an officer or employee of another governmental entity.
11. Bequests, inheritances, and other transfers at death.
12. Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than $100.

Each of the listed exceptions is mutually exclusive and independent of every other.

A Board member or employee, his or her spouse or an immediate family member living with the Board member or employee, does not violate this policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under 501(c)(3).

Enforcement

The Chairperson of the involved Board and Executive Director shall seek guidance from the Board attorney concerning compliance with and enforcement of this policy and State ethics laws. The Board may, as necessary or prudent, appoint an Ethics Advisor for this task.

Written complaints alleging a violation of this policy shall be filed with the Executive Director or Board Chairperson. If attempts to correct any misunderstanding or problem do not resolve

the matter, the Executive Director or Board Chairperson shall, after consulting with the Board attorney, either place the alleged violation on a Board meeting agenda for the Board-'s disposition or refer the complainant to Board policy 2:260, *Uniform Grievance Procedure*. A Board member who is related, either by blood or by marriage, up to the degree of first cousin, to the person who is the subject of the complaint, shall not participate in any decision-making capacity for the Board . If the Board finds it more likely than not that the allegations in a complaint are true, it shall notify the State's Attorney and/or consider disciplinary action for the employee.

Definitions

Unless otherwise stated, all terms used in this policy have the definitions given in the State Officials and Employees Ethics Act, 5 ILCS 430/1-5.

"Political activity" means:

1. Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
2. Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
3. Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
4. Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
5. Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
6. Assisting at the polls on Election Day on behalf of any political organization or candidate for elective office or for or against any referendum question.
7. Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
8. Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.
9. Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
10. Preparing or reviewing responses to candidate questionnaires.
11. Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
12. Campaigning for any elective office or for or against any referendum question.
13. Managing or working on a campaign for elective office or for or against any referendum question.
14. Serving as a delegate, alternate, or proxy to a political party convention.
15. Participating in any recount or challenge to the outcome of any election.

With respect to an employee whose hours are not fixed, "compensated time" includes any period of time when the employee is on premises under the control of SASED and any other time when the employee is executing his or her official duties, regardless of location.

"Prohibited source" means any person or entity who:

1. Is seeking official action by: (a) a Board member, or (b) an employee, or by the Board member or another employee directing that employee;
2. Does business or seeks to do business with: (a) a Board member, or (b) an employee, or with the Board ~~-~~member or another employee directing that employee;
3. Conducts activities regulated by: (a) a Board member, or (b) an employee or by the Board member or another employee directing that employee; ~~or~~
4. Has an interest that may be substantially affected by the performance or non-performance of the official duties of the Board member or employee.
5. Is registered or required to be registered with the Secretary of State under the Lobbyist Registration Act, except that an entity does not become a prohibited source merely because a registered lobbyist is one of its members or serves on its board of directors; or
6. Is an agent of, a spouse of, or an immediate family member living with a prohibited source.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of a Board member or employee.

Complaints of Sexual Harassment Made Against Board Members

Pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/70-5), members of the Board are encouraged to promptly report claims of sexual harassment by a Board member. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available. If the official feels comfortable doing so, he or she should directly inform the individual that the individual's conduct or communication is offensive and must stop.

Board members should report claims of sexual harassment against a member of the Board to the Board Chairperson or Executive Director. If the report is made to the Executive Director, the Executive Director shall promptly notify the Chairperson, or if the Chairperson is the subject of the complaint, the Vice Chairperson. Reports of sexual harassment will be confidential to the greatest extent practicable.

When a complaint of sexual harassment is made against a member of the Board by another Board member, the Board Chairperson shall appoint a qualified outside investigator who is not a SASED employee or Board member to conduct an independent review of the allegations. If the allegations concern the Chairperson, or the Chairperson is a witness or otherwise conflicted, the Vice Chairperson shall make the appointment. If the allegations concern both the Chairperson and Vice Chairperson, and/or they are witnesses or otherwise conflicted, the Board Secretary shall make the appointment. The investigator shall prepare a written report and submit it to the Board.

If a Board member has engaged in sexual harassment, the matter will be addressed in accordance with the authority of the Board.

The Executive Director will post this policy on the SASED website and/or make this policy available in the SASED administrative office.

LEGAL REF.: 105 ILCS 5/22-93.
5 ILCS 430/1-1 et seq.
10 ILCS 5/9-25.1.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 2:110 (Qualifications, Term, and Duties of Board Officers), 2:260 (Uniform Grievance Procedure), 4:60 (Purchases and Contracts), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest)

ADOPTED: March 22, 2023

General Personnel

Workplace Harassment Prohibited

SASED expects the workplace environment to be productive, respectful, and free of unlawful harassment. SASED employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure;* 2:265, *Title IX Sexual Harassment Grievance Procedure;* 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

SASED will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited

SASED shall provide a workplace environment free of physical or other conduct, or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. SASED provides annual sexual harassment prevention training in accordance with State law.

SASED employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes verbal or physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Complaint

Employees and nonemployees (persons who are not otherwise employees and are directly performing services for SASED pursuant to a contract with SASED, including contractors and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved individuals, if they feel comfortable doing so, should directly inform the person engaging in harassing conduct or communication that such conduct or communication is offensive and must stop.

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to Administrator the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims using Board policy 2:260, *Uniform Grievance Procedure.* If a claim is reported using

Board policy 2:260, then the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

The Executive Director shall insert into this policy the names, addresses, and telephone numbers of SASED's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Julie Grohn
Name
2900 Ogden Ave.
Address
Lisle, IL 60532
630/778-4500
Telephone

Complaint Managers:

Matthew Layton	Christine Martin
Name	Name
2900 Ogden Ave.	2900 Ogden Ave.
Address	Address
Lisle, IL 60532	Lisle, IL 60532
630/778-4500	630/778-4500
Telephone	Telephone

Investigation Process

Administrators who receive a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. A supervisor or administrator who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the SASED's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment. SASED shall investigate alleged workplace harassment when the Nondiscrimination Coordinator or a Complaint Manager becomes aware of an allegation, regardless of whether a written report or complaint is filed.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, Title IX Sexual Harassment Grievance Procedure, should be initiated.

For any other alleged workplace harassment that does not require action under policy 2:265, Title IX Sexual Harassment Grievance Procedure, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, Uniform Grievance Procedure, and/or 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An alleged incident of sexual abuse is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.
Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, Abused and Neglected Child Reporting. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, Title IX Sexual Harassment Grievance Procedure, or policy 2:260, Uniform Grievance Procedure.

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to SASED i.e., vendor, parent, invitee, etc. Any employee making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited (see Board policy 2:260, Uniform Grievance Procedure), and whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/). 12

An employee should report allegations of retaliation to an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies 13

SASED encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U. S. Equal Employment Opportunity Commission.

The Executive Director shall also use reasonable measures to inform staff members ~~and~~ applicants, and nonemployees of this policy, which shall include posting on the SASED website and/or making this policy available in the SASED administrative office, and including this policy in the appropriate handbooks.

LEGAL REF.: 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. §1604.11.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2, Ill. Human Rights Act.
56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.
Vance v. Ball State Univ., 570 U.S. 421 (2013).
Crawford v. Metro. Gov't of Nashville & Davidson Cnty., 555 U.S. 271 (2009).
Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).
Oncale v. Sundowner Offshore Servs., 523 U.S. 75 (1998).
Burlington Indus. v. Ellerth, 524 U.S. 742 (1998).
Faragher v. City of Boca Raton, 524 U.S. 775 (1998).
Harris v. Forklift Systems, 510 U.S. 17 (1993).
Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).
Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).
Porter v. Erie Foods Int, Inc., 576 F.3d 629 (7th Cir. 2009).
Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004).
Berry v. Delta Airlines, 260 F.3d 803 (7th Cir. 2001).
Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: March 22, 2023

General Personnel

Workplace Harassment Prohibited

SASED expects the workplace environment to be productive, respectful, and free of unlawful harassment. SASED employees shall not engage in harassment or abusive conduct on the basis of an individual's actual or perceived race, color, religion, national origin, ancestry, sex, sexual orientation, age, citizenship status, disability, pregnancy, marital status, order of protection status, military status, or unfavorable discharge from military service, nor shall they engage in harassment or abusive conduct on the basis of an individual's other protected status identified in Board policy 5:10, *Equal Employment Opportunity and Minority Recruitment*. Harassment of students, including, but not limited to, sexual harassment, is prohibited by Board policies 2:260, *Uniform Grievance Procedure;* 2:265, *Title IX Sexual Harassment Grievance Procedure;* 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; and 7:185, *Teen Dating Violence Prohibited*.

SASED will take remedial and corrective action to address unlawful workplace harassment, including sexual harassment.

Sexual Harassment Prohibited

SASED shall provide a workplace environment free of physical or other conduct, or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. SASED provides annual sexual harassment prevention training in accordance with State law.

SASED employees shall not make unwelcome sexual advances or request sexual favors or engage in any unwelcome conduct of a sexual nature when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment prohibited by this policy includes verbal or physical, or other conduct. The terms intimidating, hostile, or offensive include, but are not limited to, conduct that has the effect of humiliation, embarrassment, or discomfort. Sexual harassment will be evaluated in light of all the circumstances.

Making a Complaint

Employees and nonemployees (persons who are not otherwise employees and are directly performing services for SASED pursuant to a contract with SASED, including contractors and consultants) are encouraged to promptly report information regarding violations of this policy. Individuals may choose to report to a person of the individual's same gender. Every effort should be made to file such complaints as soon as possible, while facts are known and potential witnesses are available.

Aggrieved individuals, if they feel comfortable doing so, should directly inform the person engaging in harassing conduct or communication that such conduct or communication is offensive and must stop.

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to Administrator the Nondiscrimination Coordinator, and/or a Complaint Manager. Employees may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using

Board policy 2:260, then the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

The Executive Director shall insert into this policy the names, addresses, and telephone numbers of SASED's current Nondiscrimination Coordinator and Complaint Managers.

Nondiscrimination Coordinator:

Julie Grohn
Name
2900 Ogden Ave.
Address
Lisle, IL 60532
630/778-4500
Telephone

Complaint Managers:

Matthew Layton	Christine Martin
Name	Name
2900 Ogden Ave.	2900 Ogden Ave.
Address	Address
Lisle, IL 60532	Lisle, IL 60532
630/778-4500	630/778-4500
Telephone	Telephone

Investigation Process

Administrators who receive a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. A supervisor or administrator who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to the SASED's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment. SASED shall investigate alleged workplace harassment when the Nondiscrimination Coordinator or a Complaint Manager becomes aware of an allegation, regardless of whether a written report or complaint is filed.

For any report or complaint alleging sexual harassment that, if true, would implicate Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), the Nondiscrimination Coordinator or designee shall consider whether action under policy 2:265, Title IX Sexual Harassment Grievance Procedure, should be initiated.

For any other alleged workplace harassment that does not require action under policy 2:265, Title IX Sexual Harassment Grievance Procedure, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policy 2:260, Uniform Grievance Procedure, and/or 5:120, Employee Ethics; Code of Professional Conduct; and Conflict of Interest, should be initiated, regardless of whether a written report or complaint is filed.

Reports That Involve Alleged Incidents of Sexual Abuse of a Child by School Personnel

An alleged incident of sexual abuse is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A(b), that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.
Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, Abused and Neglected Child Reporting. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, Title IX Sexual Harassment Grievance Procedure, or policy 2:260, Uniform Grievance Procedure.

Enforcement

A violation of this policy by an employee may result in discipline, up to and including discharge. A violation of this policy by a third party will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to SASED i.e., vendor, parent, invitee, etc. Any employee making a knowingly false accusation regarding harassment will likewise be subject to disciplinary action, up to and including discharge

Retaliation Prohibited

An employee's employment, compensation, or work assignment shall not be adversely affected by complaining or providing information about harassment. Retaliation against employees for bringing bona fide complaints or providing information about harassment is prohibited (see Board policy 2:260, Uniform Grievance Procedure), and whistleblower protection may be available under the State Officials and Employees Ethics Act (5 ILCS 430/), the Whistleblower Act (740 ILCS 174/), and the Ill. Human Rights Act (775 ILCS 5/). 12

An employee should report allegations of retaliation to an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

Employees who retaliate against others for reporting or complaining of violations of this policy or for participating in the reporting or complaint process will be subject to disciplinary action, up to and including discharge.

Recourse to State and Federal Fair Employment Practice Agencies 13

SASED encourages all employees who have information regarding violations of this policy to report the information pursuant to this policy. The following government agencies are available to assist employees: the Ill. Dept. of Human Rights and the U. S. Equal Employment Opportunity Commission.

The Executive Director shall also use reasonable measures to inform staff members ~~and~~ applicants, and nonemployees of this policy, which shall include posting on the SASED website and/or making this policy available in the SASED administrative office, and including this policy in the appropriate handbooks.

LEGAL REF.: 42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. §1604.11.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.
775 ILCS 5/2-101(E) and (E-1), 5/2-102(A), (A-10), (D-5), 5/2-102(E-5), 5/2-109, 5/5-102, and 5/5-102.2, Ill. Human Rights Act.
56 Ill. Admin.Code Parts 2500, 2510, 5210, and 5220.
Vance v. Ball State Univ., 570 U.S. 421 (2013).
Crawford v. Metro. Gov't of Nashville & Davidson Cnty., 555 U.S. 271 (2009).
Jackson v. Birmingham Bd. of Educ., 544 U.S. 167 (2005).
Oncale v. Sundowner Offshore Servs., 523 U.S. 75 (1998).
Burlington Indus. v. Ellerth, 524 U.S. 742 (1998).
Faragher v. City of Boca Raton, 524 U.S. 775 (1998).
Harris v. Forklift Systems, 510 U.S. 17 (1993).
Franklin v. Gwinnett Co. Public Schools, 503 U.S. 60 (1992).
Meritor Savings Bank v. Vinson, 477 U.S. 57 (1986).
Porter v. Erie Foods Int, Inc., 576 F.3d 629 (7th Cir. 2009).
Williams v. Waste Mgmt., 361 F.3d 1021 (7th Cir. 2004).
Berry v. Delta Airlines, 260 F.3d 803 (7th Cir. 2001).
Sangamon Cnty. Sheriff's Dept. v. Ill. Human Rights Com'n, 233 Ill.2d 125 (Ill. 2009).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:20 (Harassment of Students Prohibited), 8:30 (Visitors to and Conduct on School Property)

ADOPTED: March 22, 2023

Governance

Qualifications, Term, and Duties of Board Officers

The officers of both the Board of Control and the Governing Board shall be a Chairperson, a Vice Chairperson, and Secretary. Officers shall be elected to one (1) year terms at a meeting held in May of each year. Either Board shall establish such other officers as it deems necessary. No officer shall receive any compensation. Upon advance approval and upon submission of an itemized statement thereafter, any officer may be reimbursed for cash actually expended by him/her in the performance of his/her duties in connection with SASED.

Chairperson

Each Board elects a Chairperson from its members for a one-year term. The duties of the Chairperson are:

1. Preside at all meetings;
2. Focus the Board meeting agendas on appropriate content;
3. Attend and observe any Board committee meeting at his or her discretion;
4. Sign official SASED documents requiring the Chairperson's signature, including Board minutes;
5. Call special meetings of the Board;
6. Serve as *the head of the public body* for purposes of the Open Meetings Act and Freedom of Information Act;
7. Ensure that a quorum of the Board is physically present at all Board meetings; and
8. The Chairperson of the Board of Control shall serve as or appoint SASED's official spokesperson to the media.; and
9. Except when the Board Chairperson is the subject of a complaint of sexual harassment, a witness, or otherwise conflicted, appoint a qualified outside investigator to conduct an independent review of allegations of sexual harassment made against a Board member by another Board member.
10. Ensure that all fingerprint-based criminal history records information checks, screenings and sexual misconduct related employment history reviews (EHRs) required by State Law and policy 5:30, *Hiring Process and Criteria*, are completed for the Executive Director.

The Chairperson is permitted to participate in all Board meetings in a manner equal to all other Board members, including the ability to make and second motions.

The Vice Chairperson fills a vacancy in the Chairpersonship.

Vice Chairperson

Each Board elects a Vice Chairperson from its members for a one-year term. The Vice Chairperson performs the duties of the Chairperson if:

1. The office of Chairperson is vacant;
2. The Chairperson is absent; or
3. The Chairperson is unable to perform the office's duties.

A permanent vacancy in the Vice Chairpersonship is filled by a special Board election.

Secretary

Each Board elects a Secretary who serves a one-year term. The duties of the Secretary are to:

1. Keep meeting minutes for all Board meetings and keep the verbatim record for all closed Board meetings;
2. Mail meeting notification and agenda to news media who have officially requested copies;
3. Keep records of the Board's official acts, and sign them, along with the Chairperson;
4. Arrange public inspection of the budget before adoption;
5. Publish required notices;
6. Sign official SASED documents requiring the Secretary's signature; and
7. Maintain Board policy, and other such official documents as directed by the Board.

A permanent vacancy in the office of Secretary is filled by special Board election.

Recording Secretary

The Administrative Assistant to the Executive Director shall serve as the Recording Secretary to both the Governing Board and the Board of Control.

For each Board the Recording Secretary shall:

1. Assist the Secretary by taking the minutes for all open Board meetings;
2. Assemble Board meeting material and provide it, along with prior meeting minutes, to Board members before the next meeting; and
3. Perform the Secretary's duties, as assigned, except when State law prohibits the delegation.

In addition, the Recording Secretary or Executive Director receives notification from Board members who desire to attend a Board meeting by video or audio means.

Treasurer

The SASED Director of Business Services/CSBO shall serve as the Treasurer to both the Governing Board and the Board of Control. He or she will receive no remuneration over and above his or her regular salary for these duties.

The Treasurer shall:

1. Furnish a bond, which shall be approved by a majority of the full Board of Control;
2. Maintain custody of school funds;
3. Maintain records of school funds and balances;
4. Prepare a monthly reconciliation report for the Executive Director and Board of Control; and
5. Receive, hold, and expend SASED funds only upon the order of the Board of Control.

LEGAL REF.: ~~5 ILCS 120/7 and 420/4A-106~~.
105 ILCS 5/8-1, 5/8-2, 5/8-3, 5/8-6, 5/8-16, 5/8-17, 5/10-1, 5/10-5, 5/10-7, 5/10-8, 5/10-13, 5/10-13.1, 5/10-14, 5/10-16.5, ~~and~~ 5/17-1, 5/21B-85, and 5/22-94.

CROSS REF.: 2:80 (Board Member Conduct), 2:105 (Ethics and Gift Ban), 2:150 (Committees), 2:210 (Organizational Board of Control Meeting) 2:220 (Board of Control Meeting Procedure), 5:30 (Hiring Process and Criteria)

ADOPTED: June 21, 2023

General Administration

Executive Director

Duties and Authority

The Executive Director is SASED's executive officer and is responsible for the administration and management of SASED's programs and services in accordance with Board policies and directives, and State and federal law. SASED management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law.

In the absence of specific written policy, the Executive Director shall act according to his or her best judgment, keeping in mind the best interests of SASED and its member districts and the spirit of any established policy Board policies that are related to the matter under consideration. The Executive Director is authorized to develop administrative procedures and take other action as needed to implement Board policy and otherwise fulfill his or her responsibilities.

The Executive Director may delegate to other SASED staff members the exercise of any powers and the discharge of any duties imposed upon the Executive Director by Board policies or by Board vote. The delegation of power or duty, however, shall not relieve the Executive Director of responsibility for the action that was delegated.

Qualifications

The Executive Director must be of good character and of unquestionable morals and integrity. The Executive Director shall have the experience and the skills necessary to work effectively with the SASED Governing Board, Board of Control, SASED employees, students, and the community. The Executive Director shall have a valid administrative certificate and Director of Special Education endorsement issued by the State Certification Board.

When the office of the Executive Director becomes vacant, the Board of Control will collaborate with the Governing Board to conduct a search and fill the position.

Performance Evaluation of the Executive Director

The Board of Control will evaluate, at least annually, the Executive Director's performance, using standards and objectives developed by the Executive Director and Board that are consistent with the Board's policies and the Executive Director's contract. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement. The Executive Director shall annually present evidence of professional growth through attendance at educational conferences, in-service training, or similar continuing education pursuits.

The Chairperson shall secure from each of the members of the Board of Control an individual appraisal of the Executive Director's performance and a statement as to how well the goals for the year have been satisfied. A compilation of the appraisals and a summary of the comments will be reviewed by the Board of Control. The agreed upon combined evaluation will be presented in writing to the Executive Director no later than the June meeting of the Board. By the June Board meeting, the Board of Control and the Executive Director will review the combined evaluation, determine the duration of his/her contract, and establish the compensation for the ensuing fiscal year. The goals and

areas of work emphasis for the coming year shall be established by the July meeting of the Board of Control.

Compensation and Benefits

The Board of Control and the Executive Director shall enter into an employment agreement that conforms to Board policy and State law. This contract shall govern the employment relationship between the Board of Control and the Executive Director. The terms of the Executive Director's employment agreement, when in conflict with this policy, will control.

LEGAL REF.: 105 ILCS 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-23.8, ~~5/21-7.1,~~ 5/21B-20, 5/21B-25, 5/24-11, and 5/24A-3.
23 Ill.Admin.Code §§1.310, 1.705, and ~~29.130~~ 25:355.

CROSS REF: 2:20 (Powers and Duties of the Board of Control), 2:130 (Board- Executive Director Relationship), 2:240 (Board Policy Development), 3:10 (Goals and Objectives)

ADOPTED: June 21, 2023

Operational Services

Purchases and Contracts

The Executive Director or designee shall manage SASED's purchases and contracts in accordance with the law, the standards set forth in this policy, and other applicable policies.

Standards for Purchasing and Contracting

All purchases and contracts shall be entered into in accordance with Illinois law. The Board Attorney shall be consulted as needed regarding the legal requirements for purchases or contracts. All contracts shall be approved or authorized by the Board of Control.

All purchases and contracts should support a recognized SASED function or purpose as well as provide for good quality products and services at the lowest cost, with consideration for service, reliability, and delivery promptness, and in compliance with State law. No purchase or contract shall be made or entered into as a result of favoritism, extravagance, fraud, or corruption.

Adoption of the annual budget authorizes the Executive Director or designee to purchase budgeted supplies, equipment, and services, provided that State law is followed. Purchases of items outside budget parameters require prior Board approval, except in an emergency.

When presenting a contract or purchase for Board of Control approval, the Executive Director or designee shall ensure that it complies with applicable State law, including but not limited to, those specified below:

1. Supplies, materials, or work involving an expenditure in excess of $25,000 must comply with the State law bidding procedure, 105 ILCS 5/10-20.21, unless specifically exempted.
2. Construction, lease, or purchase of school buildings must comply with State law and Board policy 4:150, *Facility Management and Building Programs*.
3. Guaranteed energy savings must comply with 105 ILCS 5/19b-1 et seq.
4. Third party non-instructional services must comply with 105 ILCS 5/10-22.34c.
5. Goods and services that are intended to generate revenue and other remunerations for SASED in excess of $1,000, including without limitation vending machine contracts, sports and other attire, class rings, and photographic services, must comply with 105 ILCS 5/10-20.21(b-5). The Executive Director or designee shall keep a record of: (1) each vendor, product, or service provided, (2) the actual net revenue and non-monetary remuneration from each contract or agreement, and (3) how the revenue was used and to whom the non-monetary remuneration was distributed. The Executive Director or designee shall report this information to the Board of Control by completing the necessary forms that must be attached to SASED's annual budget.
6. Any contract to purchase food with a bidder or offeror must comply with 105 ILCS 5/10-20.21(b-10).
7. The purchase of paper and paper products must comply with 105 ILCS 5/10-20.19c and Board policy 4:70, *Resource Conservation*.
8. Each contractor with SASED is bound by each of the following:
    a. In accordance with 105 ILCS 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 105 ILCS 5/10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a SASED property or SASED-related activity with one or more student(s); (2) prohibits any of the contractor's employees from having direct, daily contact with one or more students if the employee was found guilty of any offense in 5/21B80(b) (certain drug offenses) until seven years

following the end of the employee's sentence for the criminal offense;and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during SASED's fingerprint-based criminal history records check on him or her.

b. In accordance with 105 ILCS 5/22-94: (1) prohibit any of its employees from having direct contact with children or students if the contractor has not performed a sexual misconduct related employment history review (EHR) of the employee or if SASED objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in 105 ILCS 5/22-94(j)(3), which the contractor is required to disclose; (2) discipline, up to and including termination or denial of employment, any employee who provides false information or willfully fails to disclose information required by the EHR; (3) maintain all records of EHRs and provide SASED access to such records upon request; and (4) refrain from entering into any agreements prohibited by 105 ILCS 5/22-94(g).

c. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor that provides services to students or in schools, provide the District with evidence of physical fitness to perform the duties assigned and freedom from communicable disease ~~if the employee will have direct, daily contact with one or more student(s)~~; and (2) require any new or existing employee who ~~has and will have direct, daily contact with one or more~~ provides services to student(s) or in schools to complete additional health examinations as required by the District and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Dept~~.artment~~ of Public Health rules or order of a local health official.

9. ~~After 1-1-23,~~ ~~a~~ Any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
10. Purchases made with federal or State awards must comply with 2 C.F.R. Part 200 and 30 ILCS 708/, as applicable, and any terms of the award.

The Executive Director or designee shall: (1) execute the reporting and website posting mandates in State law concerning SASED contracts, and (2) monitor the discharge of contracts, contractors' performances, and the quality and value of services or products being provided.

LEGAL REF.: 2 C.F.R. Part 200.
105 ILCS 5/10-20.19c, 5/10-20.21, 5/10-21.9, 5/10-22.34c, and 5/19b-1 et seq., 5/22-94, and 5/24-5.
30 ILCS 708/, Grant Accountability and Transparency Act.
410 ILCS 170/, Coal Tar Sealant Disclosure Act.
820 ILCS 130/.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Criminal Background Check and/or Screening; Notifications), 5:90 (Abused and Neglected Child Reporting)

ADOPTED: June 21, 2023

General Personnel

Hiring Process and Criteria

SASED hires the most qualified personnel consistent with budget and staffing requirements and in compliance with Board of Control policy on equal employment opportunities and minority recruitment. The Executive Director ~~or designee~~ is responsible for recruiting personnel and making hiring recommendations to the Board of Control. No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c).

All applicants must complete a SASED application in order to be considered for employment.

Job Descriptions

The Board maintains the Executive Director's job description and directs, through policy, the Executive Director, in his or her charge of SASED's administration.

The Executive Director or designee shall develop and maintain a current comprehensive job description for each position or job category; however, a provision in a collective bargaining agreement or individual contract will control in the event of a conflict.

Investigations

The Executive Director or designee shall ensure that a fingerprint-based criminal history records check and a check of the Statewide Sex Offender Database and Violent Offender Against Youth Database is performed on each applicant as required by State law. When the applicant is a successful Executive Director candidate who has been offered employment, the Governing Board Chairperson shall ensure that these checks are completed. The Executive Director or designee or if the applicant is a successful Executive Director candidate, the Governing Board Chairperson shall notify an applicant if the applicant is identified in either database. The School Code requires the Board of Control Chairperson to keep a conviction record confidential and share it only with the Executive Director, Regional Superintendent, State Superintendent, State Educator Preparation and Licensure Board, or any other person necessary to the hiring decision, or for purposes of clarifying the information, the Ill. ~~Department of~~ State Police and/or Statewide Sex Offender Database. The Board of Control and Governing Board reserve their right to authorize additional background inquires beyond a fingerprint-based criminal history records check, when they deem it appropriate to do so, in accordance with applicable laws.

Each newly hired employee must complete an U.S. Citizenship and Immigration and Naturalization Services Form as required by federal law.

SASED retains the right to discharge any employee whose criminal background investigation reveals a conviction for committing or attempting to commit any of the offenses outlined in 105 ILCS 5/21B-80 or who falsifies, or omits facts from, his or her employment application or other employment documents. If an indicated finding of abuse or neglect of a child has been issued by the Ill. ~~Department~~ Dept. of Children and Family Services or by a child welfare agency of another jurisdiction for any applicant for student teaching, applicant for employment, or any District employee, then the Board must consider that person's status as a condition of employment.

The Executive Director shall ensure that SASED does not engage in any investigation or inquiry prohibited by law and complies with each of the following:

1. SASED uses an applicant's credit history or report from a consumer reporting agency only when a satisfactory credit history is an established bona fide occupational requirement of a

particular position.

2. SASED does not screen applicants based on their current or prior wages or salary histories, including benefits or other compensation, by requiring that the wage or salary history satisfy minimum or maximum criteria.
3. SASED does not request or require a wage or salary history as a condition of being considered for employment, being interviewed, continuing to be considered for an offer of employment, an offer of employment, or an offer of compensation.
4. SASED does not request or require an applicant to disclose wage or salary history as a condition of employment.
5. SASED does not ask an applicant or applicant's current or previous employers about wage or salary history, including benefits or other compensation.
6. SASED does not ask an applicant or applicant's previous employers about claim(s) made or benefit(s) received under the Workers' Compensation Act.
7. SASED does not request of an applicant or employee access in any manner to his or her personal online accounts, such as social networking website**s**, including a request for passwords to such accounts.
8. SASED provides equal employment opportunities to all persons. See policy 5:10, *Equal Employment Opportunity and Minority Recruitment.*

Sexual Misconduct Related Employment History Review (HER)

Prior to hiring an applicant for a position involving *direct contact* with children or students, the Executive Director shall ensure that an EHR is performed as required by State law. When the applicant is an Executive Director candidate, the Board Chairperson shall ensure that the EHR is initiated before a successful Executive Director candidate is offered employment by the Board.

Physical Examinations

Each new employee must furnish evidence of physical fitness to perform assigned duties and freedom from communicable disease. A Tuberculin test may be required depending upon the specific position. The physical fitness examination~~s~~ must be performed by a physician licensed in Illinois, or any other state, to practice medicine and surgery in any of its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations. The employee must have the physical examination performed no more than 90 days before submitting evidence of it to the Board of Control.

Any employee may be required to have an additional examination by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant who has been delegated the authority by his or her supervising physician to perform health examinations, if the examination is job-related and consistent with business necessity. The Board of Control will pay the expenses of any such examination.

Orientation Program

SASED's staff will provide an orientation program for new employees to acquaint them with SASED's policies and procedures, the school's rules and regulations, and the responsibilities of their position. Before beginning employment, each employee must sign the *Acknowledgement of Mandated Reporter Status* form as provided in policy 5:90, *Abused and Neglected Child Reporting*.

LEGAL REF.: 105 ILCS 5/10-16.7,5/10-20.7, 5/10-21.4, 5/10-21.9, 5/21B-10, 5/21B-80, 5/10-22.34, 5/10-22.34b, 5/22-6.5~~, and~~ 5/24-5 and 5/22-94.

20 ILCS 2630/3.3, Criminal Identification Act.
820 ILCS 55/, Right to Privacy in the Workplace Act.
820 ILCS 70/, Employee Credit Privacy Act.
Americans with Disabilities Act, 42 U.S.C. §12112, and 29 C.F.R. Part 1630.
Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
Immigration Reform and Control Act, 8 U.S.C. §1324a et seq.
Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985), *aff'd in part and remanded* 115 Ill.2d 482(Ill. 1987).
Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).
Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other Than the Executive Director), 4:60 (Purchases and Contracts), 4:175 (Convicted Child Sex Offender; Criminal Background Check and/or Screen; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics, Code of Professional Conduct; and Conflict of Interest), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute Teachers), 5:280 (Educational Support Personnel - Duties and Qualifications)

ADOPTED: June 21, 2023

General Personnel

Abused and Neglected Child Reporting

Any SASED employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 21, an abused or neglected individual with a disability, shall immediately: (1) report such a case to the Ill. Department of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-/25-ABUSE (1-800-252-2873)(within Illinois); 1-217/-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Any SASED employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Executive Director or Program Administrator that a report has been made. The Executive Director or Program Administrator shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement. *Negligent failure to report* occurs when a SASED employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her professional or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

Any SASED employee who discovers child pornography on electronic and information technology equipment shall immediately report it to local law enforcement, the National Center for Missing and Exploited Children's CyberTipline 1-800-THE-LOST (1-800-/843-5678), or online at report.cybertip.org/ or www.missingkids.org. The Executive Director or Program Administrator shall also be promptly notified of the discovery and that a report has been made.

Any SASED employee who observes any act of hazing that does bodily harm to a student must report that act to the Program Administrator, Executive Director, or designee who will investigate and take appropriate action. If the hazing results in death or great bodily harm, the employee must first make the report to law enforcement and then to the Executive Director or Program Administrator. Hazing is defined as any intentional, knowing, or reckless act directed to or required of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any group, organization, club, or athletic team whose members are or include other students.

Abused and Neglected Child Reporting Act (ANCRA), School Code, and *Erin's Law* Training

The Executive Director or designee shall provide professional development opportunities for school personnel, in the detection, reporting, and prevention of child abuse and neglect.

All SASED employees shall:

1. Before beginning employment, sign the *Acknowledgement of Mandated Reporter Status* form provided by DCFS. The Executive Director or designee shall ensure that the signed forms are retained.
2. Complete mandated reporter training as required by law within three months of initial employment and at least every three years after that date.
3. Complete an annual evidence-informed training related to child sexual abuse, grooming behaviors, and boundary violations as required by law and policy 5:100, *Staff Development Program.*

Alleged Incidents of Sexual Abuse; Investigations

An alleged incident of sexual abuse is an incident of sexual abuse of a child, as defined in 720 ILCS 5/11-9.1A, that is alleged to have been perpetrated by school personnel, including a school vendor or volunteer, that occurred: on school grounds during a school activity; or outside of school grounds or not during a school activity.

If a SASED employee reports an alleged incident of sexual abuse to DCFS and DCFS accepts the report for investigation, DCFS will refer the matter to the local Children's Advocacy Center (CAC). The Executive Director or designee will implement procedures to coordinate with the CAC.

DCFS and/or the appropriate law enforcement agency will inform SASED when its investigation is complete or has been suspended, as well as the outcome of its investigation. The existence of a DCFS and/or law enforcement investigation will not preclude SASED from conducting its own parallel investigation into the alleged incident of sexual abuse in accordance with policy 7:20, *Harassment of Students Prohibited*.

Special Executive Director Responsibilities

The Executive Director shall execute the requirements in Board of Control policy 5:150, *Personnel Records*, whenever another school district requests a reference concerning an applicant who is or was a SASED employee and was the subject of a report made by a SASED employee to DCFS.

When the Executive Director has reasonable cause to believe that a license holder committed an intentional act of abuse or neglect with the result of making a child an abused child or a neglected child under ANCRA, or an act of sexual misconduct under *Faith's Law*, and (2) that act resulted in the license holder's dismissal or resignation from SASED, he or she shall notify the State Superintendent and the Regional Superintendent in writing, providing the Ill. Educator Identification Number as well as a brief description of the misconduct alleged. The Executive Director must make the report within 30 days of the dismissal or resignation and mail a copy of the notification to the license holder.

The Executive Director shall develop procedures for notifying a student's parents/guardians when a SASED employee, contractor, or agent is alleged to have engaged in *sexual misconduct* with the student as defined in *Faith's Law*. The Executive Director shall also develop procedures for notifying the student's parents/guardians when the Board takes action relating to the employment of the employee, contractor, or agent following the investigation of *sexual misconduct*. Notification shall not occur when the employee, contractor, or agent alleged to have engaged in *sexual misconduct* is the student's parent/guardian, and/or when the student is at least 18 years of age or emancipated.

The Executive Director shall execute the recordkeeping requirements of *Faith's Law*.

Special School Board Member Responsibilities

Each individual Board of Control member must, if an allegation is raised to the member during an open or closed Board of Control meeting that a student is an abused child as defined in ANCRA, direct or cause the Board of Control to direct the Executive Director or other equivalent administrator to comply with ANCRA's requirements concerning the reporting of child abuse.

If the Board of Control determines that any SASED employee, other than an employee licensed under 105 ILCS 5/21B, has willfully or negligently failed to report an instance of suspected child abuse or neglect as required by ANCRA, the Board may dismiss that employee immediately.

When the Board of Control learns that a licensed teacher was convicted of any felony, it must promptly report it to the State agencies listed in policy 2:20, *Powers and Duties of the School Board; Indemnification*.

LEGAL REF.: 20 U.S.C. §7926, Elementary and Secondary Education Act.
105 ILCS 5/10-21.9, 5/10-23.13, ~~and~~ 5/21B-85, 5/22-85.5, and 5/22-85.10.
20 ILCS 1305/1-1 et seq., Department of Human Services Act.
~~20 ILCS 2435/.~~
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/12C-50.1, Criminal Code of 2012.

CROSS REF.: 2:20 (Powers and Duties of the School Board; Indemnification), 3:40 (Executive Director), 3:50 (Administrative Personnel Other Than the Executive Director~~)~~, 3:60 (Administrative Responsibility of the Program Administrator), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (Ethics and Conduct), 5:150 (Personnel Records), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:20 (Harassment of Students Prohibited), 7:150 (Agency and Police Interviews)

UPDATED: June 21, 2023

General Personnel

Personal Technology and Social Media; Usage and Conduct

Definitions

Includes - Means "includes without limitation" or "includes, but is not limited to."

Social media - Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes *Facebook*, *LinkedIn*, ~~*MySpace,*~~ *Twitter*, *Instagram, TikTok, Snapchat, YouTube* and *blogs*. This is a non-exhaustive list.

Personal technology - Any device that is not owned or leased by SASED or otherwise authorized for SASED use and: (1) transmits sounds, images, text, messages, videos, or electronic information, (2) electronically records, plays, or stores information, or (3) accesses the Internet, or private communication or information networks. This includes laptop computers (e.g., laptops, ultrabooks, and chromebooks), tablets (e.g., iPads®, Kindle®, Microsoft Surface®, and other Android® platform or Windows® devices), smartphones (e.g., iPhone®, BlackBerry®, Android® platform phones, and Windows Phone®), and other devices (e.g., iPod®). This is a non-exhaustive list.

Usage and Conduct

All SASED employees who use personal technology and social media shall:

1. Adhere to the high standards for appropriate school relationships required by policy 5:120, ~~*Ethics and Conduct*~~ *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*. at all times, regardless of the ever-changing social media and personal technology platforms available. This includes SASED employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policy 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*, 5:120, ~~*Ethics and Conduct*~~ *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a SASED-provided or supported method to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Comply with policy 5:130, *Responsibilities Concerning Internal Information*. This means that personal technology and social media may not be used to share, publish, or transmit information about or images of students and/or SASED employees without proper approval. For SASED employees, proper approval may include implied consent under the circumstances.
5. Report instances of suspected abuse or neglect discovered through the use of social media or personal technology pursuant to a school employee's obligations under policy 5:90, *Abused and Neglected Child Reporting*.
6. Not disclose confidential information, including but not limited to school student records (e.g., student work, photographs of students, names of students, or any other personally identifiable information about students) or personnel records, in compliance with policy

5:130, *Responsibilities Concerning Internal Information*. For SASED employees, proper approval may include implied consent under the circumstances.

7. Refrain from using SASED's logos without permission and follow Board policy 5:170, *Copyright*, and all SASED copyright compliance procedures.
8. Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
9. Assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate Internet materials through SASED employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.
10. Be subject to remedial and any other appropriate disciplinary action for violations of this policy ranging from prohibiting the employee from possessing or using any personal technology or social media at school to dismissal and/or indemnification of SASED for any losses, costs, or damages, including reasonable attorney fees, incurred by SASED relating to, or arising out of, any violation of this policy.

The Executive Director shall:

1. Inform SASED employees about this policy during the in-service on educator ethics, teacher-student conduct, and school employee-student conduct required by Board policy 5:120, *Ethics and Conduct*.
2. Direct SASED Administrators/Building Principals to annually:
   a. Provide their staff with a copy of this policy.
   b. Inform their staff about the importance of maintaining high standards in their school relationships.
   c. Remind their staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including termination.
3. Build awareness of this policy with students, parents, and the community.
4. Ensure that no one for SASED, or on its behalf, requests of an employee or applicant access in any manner to his or her social networking website or requests passwords to such sites.
5. Periodically review this policy and any procedures with SASED employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

LEGAL REF.: 105 ILCS 5/21B-75 and 5/21B-80.
Ill. Human Rights Act, 775 ILCS 5/5A-102.
820 ILCS 55/10, Right to Privacy in the Workplace Act.
Code of Ethics for Ill. Educators, 23 Ill.Admin.Code §22.20.
Garcetti v. Ceballos, 547 U.S. 410 (2006).
Pickering v. High School Dist. 205, 391 U.S. 563 (1968).
Mayer v. Monroe County Community School Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:100 (Staff Development Program), 5:120 (~~Ethics and Conduct~~ Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:130 (Responsibilities Concerning Internal Information), 5:150 (Personnel Records), 5:170 (Copyright), 5:200 (Terms and Conditions of Employment and Dismissal), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:340 (Student Records)

ADOPTED: June 21, 2023

General Personnel

Personnel Records

Maintenance and Access to Records

The Executive Director or designee shall manage the maintenance of personnel records in accordance with State and federal law and Board of Control policy and any applicable collective bargaining agreements. Records, as determined by the Executive Director, are retained for all employment applicants, employees, and former employees given the need for SASED to document employment-related decisions, evaluate program and staff effectiveness, and comply with government recordkeeping and reporting requirements. Personnel records shall be maintained in SASED's administrative office, under the Executive Director's direct supervision.

Access to personnel records is available as follows:

1. An employee will be given access to his or her personnel records according to State law and guidelines developed by the Executive Director.
2. An employee's supervisor or other management employee who has an employment or business-related reason to inspect the record is authorized to have access.
3. Anyone having the respective employee's written consent may have access.
4. Access will be granted to anyone authorized by State or federal law to have access.
5. All other requests for access to personnel information are governed by Board policy 2:250, *Access to District Public Records*.

Prospective Employer Inquiries Concerning a Current or Former Employee's Job Performance

The Executive Director or designee shall manage a process for responding to inquiries by a prospective employer concerning current or former employee's job performance. The Executive Director or designee shall: ~~execute the requirements in the Abused and Neglected Child Reporting Act whenever another special education cooperative or school district requests a reference concerning an applicant who is or was a SASED employee and was the subject of a report made by a SASED employee to DCFS. The fact of a DCFS report shall be disclosed unless DCFS has informed the Executive Director that the allegations were unfounded.~~

1. Execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district asks for a reference concerning an applicant who is or was a SASED employee and was the subject of a report made by a SASED employee to Ill. Dept. of Children and Family Services (DCFS);

2. Comply with the federal law prohibiting SASED from providing a recommendation of employment for an employee, contractor, or agent that SASED knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law, but the Executive Director or designee may follow routine procedures regarding the transmission of administrative or personnel files for that employee.

3. Manage SASED's responses to employer requests for sexual misconduct related employment history review (EHR) information in accordance with *Faith's Law*

When information is requested about a current or former employee by an entity other than a prospective employer, SASED will only confirm position and employment dates unless the employee has submitted a written request to the Executive Director or designee.

LEGAL REF.: 20 U.S.C. §7926.
105 ILCS 5/22-94.
325 ILCS 5/4, Abused and Neglected Child Reporting Act.
745 ILCS 46/10, Employment Record Disclosure Act.
820 ILCS 40/1 et seq., Personnel Record Review Act.
23 Ill.Admin.Code §1.660.

CROSS REF.: 2:250 (Access to SASED's Public Records), 5:90 (Abused and Neglected Child Reporting), 7:340 (Student Records)

ADOPTED: June 21, 2023

General Personnel

Copyright

Works Made for Hire

The Executive Director or designee shall manage the development of instructional materials and computer programs by employees during the scope of their employment in accordance with State and federal laws and Board of Control policies. Whenever an employee is assigned to develop instructional materials and/or computer programs, or otherwise performs such work within the scope of his or her employment, it is assured that SASED shall be the owner of the copyright.

Copyright Compliance

While staff members may use appropriate supplementary materials, it is each staff member's responsibility to abide by SASED's copyright compliance procedures and to obey the copyright laws. SASED is not responsible for any violations of the copyright laws by its staff or students. A staff member should contact the Executive Director or designee whenever the staff member is uncertain about whether using or copying material complies with SASED's procedures or is permissible under the law, or wants assistance on when and how to obtain proper authorization. No staff member shall, without first obtaining the permission of the Executive Director or designee, install or download any program on a SASED-owned computer. At no time shall it be necessary for a SASED staff member to violate copyright laws in order to properly perform his or her duties.

Copyright Infringement; Designation of District Digital Millennium Copyright Act (DMCA) Agent

The employee listed below receives complaints about copyright infringement within the use of the SASED's online services. The Executive Director or designee will register this information with the federal Copyright Office as required by federal law.

District DMCA Agent:

Dr. Melinda McGuffin
Name
2900 Ogden Avenue, Lisle, IL 60532
Address
mmcguffin@sased.org
Email
630-778-4500
Telephone

LEGAL REF.: Federal Copyright Law of 1976, 17 U.S.C. §101 et seq.
105 ILCS 5/10-23.10.

CROSS REF.: 6:235 (Access to Electronic Networks)

ADOPTED: June 21, 2023

Professional Personnel

Student Teachers, Interns and Practicum Students

SASED recognizes its responsibility to contribute to the general welfare of public education by providing opportunities for teacher and other professional/certified trainees and interns to gain direct experience in our learning environments.

The Executive Director or designee is authorized to accept students from university-approved Teaching, Speech Pathology, Audiology, School Psychology, Social Work, School Nursing, Occupational and Physical Therapy training programs to do student teaching, practicum, or internships with SASED. No individual who has been convicted of a criminal offense listed in Section 5/21B-80 of the School Code is permitted to student teach or complete field or other clinical experience.

Before permitting an individual to student teach, do a practicum, internship or participate in any field experience in SASED, the Executive Director or designee shall ensure that:

1. SASED performed a *complete criminal history records check* as described below; and
2. The individual furnished evidence of physical fitness to perform assigned duties and freedom from communicable disease pursuant to 105 ILCS 5/24-5.

A *complete criminal history records check* pursuant to 105 ILCS 5/10-21.9 shall include:

1. Fingerprint-based checks through (a) the Illinois State Police (ISP) for criminal history records information (CHRI) pursuant to the Uniform Conviction Information Act (20 ILCS 2635/1), and (b) the FBI national crime information databases pursuant to the Adam Walsh Child Protection and Safety Act (P.L. 109-248);
2. A check of the Illinois Sex Offender Registry (see the Sex Offender Community Notification Law (730 ILCS 152/101 et seq.); and
3. A check of the Illinois Murderer and Violent Offender Against Youth Registry (Murderer and Violent Offender Against Youth Community Notification Law (730 ILCS 154/75-105, amended by 97-154).
4. A background check with the Department of Children and Family Services as authorized with CANTS form CFS-689.

Each student teacher, intern or practicum student must provide written authorization for, and pay the costs of, his or her criminal history records check (including any applicable vendor's fees), and the Executive Director or designee will provide each student teacher with a copy of his or her report.

Student teachers, practicum, and intern candidates should be assigned to supervising employees whose qualifications are acceptable to SASED and the students' respective colleges or universities.

LEGAL REF.: 34 U.S.C. §20901 et seq., Adam Walsh Child Protection and Safety Act, P.L. 109-248.
Uniform Conviction Information Act, 20 ILCS 2635/1.
105 ILCS 5/21-14(e)(3)(E)(viii), 5/10-22.34, and 5/24-5.
~~23 Ill.Admin.Code §25.875.~~

CROSS REF.: 4:175 (Convicted Child Sex Offender; Criminal Background Check and/or Screen; Notifications), 5:190 (Teacher Qualifications),

ADOPTED: June 21, 2023

Community Relations

Community Use of SASED Facilities

SASED's solely owned or operated school facilities are available to community organizations during non-school hours when such use does not: (1) interfere with any SASED function or the safety of students or employees, or (2) affect the property or liability of SASED. The use of school facilities for school purposes has precedence over all other uses. SASED reserves the right to cancel previously scheduled use of facilities by community organizations and other groups. The use of school facilities requires the prior approval of the Executive Director or designee and is subject to applicable procedures. Persons on school premises must abide by SASED's conduct rules at all times.

Student groups and SASED-related organizations, government agencies, and non-profit organizations are granted the use of school facilities at no costs during regularly staffed hours. Fees and costs shall apply during non-regularly staffed hours and to other organizations granted use of facilities at any time. A fee schedule and other terms of use shall be prepared by the Executive Director and be subject to annual approval by the Board of Control.

The Executive Director shall develop procedures to manage community use of SASED facilities. Use of school facilities requires the Executive Director's approval and is subject to the procedures.

LEGAL REF.: 20 U.S.C. §7905, Boy Scouts of America Equal Access Act.
~~10 ILCS 5/19-2.2.~~
19 ILCS 5/11-4.1, Election Code.
105 ILCS 5/10-20.41, 5/10-22.10, and 5/29-3.5.
Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001).
Lamb's Chapel v. Center Moriches Union Free School District, 113 S.Ct. 2141 (1993).
Rosenberger v. Rector and Visitors of Univ. of Va., 515 U.S. 819 (1995).

CROSS REF.: 7:330 (Student Use of Building - Equal Access), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities), 8:30 (Visitors to and Conduct on SASED Property)

ADOPTED: June 21, 2023

General Personnel

Religious Holidays

The Executive Director ~~or designee may grant to any employee a request for leave with or without pay at the discretion of the employee for the observation of a religious holiday of the employee's faith. These days will be used as personal leave days. Once two personal leave days have been used for religious observance, a third personal day will be granted for additional religious observance. Employees hired mid-year or part-time may receive this benefit on a pro rata basis.~~ Shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five days prior notice and the absence does not cause an undue hardship.

Employees may use earned vacation time or personal leave to make up the absence, provided such time is consistent with SASED's organizational needs. A per diem deduction may also be requested by the employee.

LEGAL REF.: 775 ILCS 5/2-101 AND 5/2-102, Ill. Human Rights Act.
775 ILCS 35/155, Religious Freedom Restoration Act.

ADOPTED: June 21, 2023

General Personnel

Professional Development Program

~~The Board of Control's commitment to quality instruction includes hiring well-qualified employees and encouraging professional growth. Therefore~~, The Executive Director or designee shall implement a professional development program. The goal of such program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction.

The staff development program shall include the Abused and Neglected Child Reporting Act (ANCRA), School Code, and awareness and prevention of child sexual abuse and grooming behaviors (*Erin's Law*) training as follows (see policies 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*, and 5:90, *Abused and Neglected Child Reporting*):

1. Staff development for local school site personnel who work with students in grades kindergarten through 8, in the detection, reporting, and prevention of child abuse and neglect.
2. Within three months of employment, each staff member must complete mandated reporter training from a provider or agency with expertise in recognizing and reporting child abuse. Mandated reporter training must be completed again at least every three years.
3. By January 31, 2023, and every year after, all school personnel must complete evidence-informed training on preventing, reporting, and responding to child sexual abuse, grooming behaviors, and boundary violations.

The staff development program shall provide, at a minimum, at least once every two years, the in-service training of licensed school personnel and administrators on current best practices regarding the identification and treatment of attention deficit disorder and attention deficit hyperactivity disorder, the application of non-aversive behavioral interventions in the school environment, and the use of psychotropic or psychostimulant medication for school-age children.

The staff development program shall provide, at a minimum, once every two years, the in-service training of all personnel who work with students which shall include training on educator ethics, teacher-student conduct, and school employee-student conduct.

The Executive Director shall develop protocols for administering youth suicide awareness and prevention education to staff consistent with Board policy 7:290, *Suicide and Depression Awareness and Prevention*.

All staff members are encouraged to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques and first aid, including the Heimlich maneuver, cardiopulmonary resuscitation, and the use of an automatic external defibrillator, in accordance with a nationally recognized certifying organization. The professional development program may include training and services of experts in life-saving techniques to instruct teachers and other school personnel.

~~Staff Meetings~~
~~The Executive Director or designee shall plan and conduct professional meetings according to the conditions of the applicable collective bargaining agreement, assignment and/or school calendar. All employees shall be required to attend orientation days, institute meetings, in-service training sessions, workshops, and parent-teacher meetings as appropriate to their assignment. Failure to attend such meetings without prior approval shall be considered an absence without pay.~~

~~SASED Meetings/Conferences~~

~~The Executive Director or designee will plan SASED meetings/conferences as far in advance as possible. The purposes of such meetings/conferences shall be consistent with goals of SASED, and to the greatest extent possible, part of an ongoing, comprehensive staff development plan. All such meetings will have a specific agenda and anticipated outcomes.~~

~~Professional Growth~~

~~With the approval of the Executive Director or designee, staff members may be released to attend national, state, and local professional meetings, conferences or workshops. The Executive Director or designee will determine on an individual basis:~~

~~- The appropriateness and professional benefit of the meeting~~

~~- Financial considerations~~

~~- Number of released days from the staff member's work assignment~~

~~Reimbursement~~

~~SASED will reimburse employees for attendance at professional meetings, conferences, or workshops which have been pre-approved as outlined above.~~

~~A request from an employee for expense reimbursement will be subject to the provisions of the accompanying regulations regarding the reimbursement of expenses.~~

~~Professional Organizations~~

~~Membership in specialized professional organizations can be of value to assist the staff in keeping abreast of new knowledge, instructional materials, and pedagogical developments.~~

~~Therefore, the annual budget will provide a sum of money for the purpose of paying membership fees, either instructional or individual as appropriate, in selected specialized professional organizations as determined by the Executive Director or designee.~~

~~A request from an employee for such board paid membership shall be subject to the approval of his/her immediate supervisor and the Executive Director and the limitations of the budget allocation.~~

~~For the purposes of this policy, the National Education Association, Illinois Education Association, American Federation of Teachers, local teacher organizations, and any similar teacher or employer organization shall not be considered specialized professional organizations.~~

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
42 U.S.C. §1758b, Pub. L. 111-296,
Healthy, Hunger-Free Kids Act of 2010;
7 C.F.R. Parts 210 and 235.
105 ILCS 5/2-3.62, 5/10-20.17a, 5/10-20.610, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/22-80(h), and 5/24-5.
105 ILCS 25/1.15, Interscholastic Athletic Organization Act.
105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.
325 ILCS 5/4, Abused and Neglected Child Reporting Act.
745 ILCS 49/1 Good Samaritan Act.
23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.

CROSS REF.: 2:265 (Title IX Sexual Harassment Grievance Procedure), 3:40 (Executive Director), 3:50 (Administrative Personnel Other Than the Executive Director), 4:160 (Hazardous and Infectious Materials), 5:20 (Workplace Harassment Prohibited), 5:90 (General Personnel - Abused and Neglected Child Reporting), 5:120 (Ethics and Conduct), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 7:20 (Harassment of

Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:285 (Food Allergy Management Program)

ADOPTED: June 21, 2023

General Personnel

Employee Ethics, Code of Professional Conduct, and Conflict of Interest

All SASED employees are expected to maintain high standards in job performance, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional relationships with students, parents, staff members, and others.

The Executive Director or designee shall provide this policy to all SASED staff, and students, and/or parents/guardians in their respective handbooks, and ensure its posting on SASED's website.

Professional and Appropriate Conduct

Professional and appropriate employee conduct are important Board goals that impact the quality of a safe learning environment and the school community, increasing students' ability to learn and SASED's ability to educate. To protect students from sexual misconduct by employees, and employees from the appearance of impropriety, State law also recognizes the importance for SASED employees to constantly maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries. Many breaches of employee-student boundaries do not rise to the level of criminal behavior but do pose a potential risk to student safety and impact the quality of a safe learning environment. Repeated violations of employee-student boundaries may indicate the grooming of a student for sexual abuse. As bystanders, employees may know of concerning behaviors that no one else is aware of, so their training on: (1) preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior; (2) this policy; and (3) federal and state reporting requirements is essential to maintaining the Board's goal of professional and appropriate conduct.

The Executive Director or designee shall identify employee conduct standards that define appropriate employee-student boundaries, provide training about them, and monitor the SASED employees for violations of employee-student boundaries. The employee conduct standards will require that, at a minimum:

1. Employees who are governed by the Code of Ethics for Illinois Educators, adopted by the Ill. State Board of Education (ISBE), will comply with its incorporation by reference into this policy.

2. Employees are trained on educator ethics, child abuse, grooming behaviors, and employee-student boundary violations as required by law and policies *2:265, Title IX Sexual Harassment Grievance Procedure; 4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors; 5:90, Abused and Neglected Child Reporting; and 5:100, Staff Development Program.*

3. Employees maintain professional relationships with students, including maintaining employee-student boundaries based upon students' ages, grade levels, and developmental levels and following SASED-established guidelines for specific situations, including but not limited to:
    a. Transporting a student;
    b. Taking or possessing a photo or video of a student; and
    c. Meeting with a student or contacting a student outside the employee's professional role.

4. Employees report prohibited behaviors and/or boundary violations pursuant to Board policies *2:260, Uniform Grievance Procedure; 2:265, Title IX Sexual Harassment Grievance Procedure; and 5:90, Abused and Neglected Child Reporting.*

5. Discipline up to and including dismissal will occur for any employee who violates an employee conduct standard or engages in any of the following:
    a. Violates expectations and guidelines for employee-student boundaries.
    b. Sexually harasses a student.
    c. Willfully or negligently fails to follow reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), or the Elementary and Secondary Education Act (20 U.S.C. § 7926).
    d. Engages in grooming as defined in 720 ILCS 5/11-25.
    e. Engages in grooming behaviors. Prohibited grooming behaviors include, at a minimum, sexual misconduct. Sexual misconduct is any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee with direct contact with a student, that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
        i. A sexual or romantic invitation.
        ii. Dating or soliciting a date.
        iii. Engaging in sexualized or romantic dialog.
        iv. Making sexually suggestive comments that are directed toward or with a student.
        v. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
        vi. A sexual, indecent, romantic, or erotic contact with the student.

Statement of Economic Interests

The following employees must file a Statement of Economic Interests as required by the Ill. Governmental Ethics Act:

1. ~~Superintendent;~~ Executive Director;
2. ~~Building Principal~~; Program Administrators and Coordinators;
3. Head of any department;
4. Any employee who, as the District's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of $1,000 or greater;
5. Hearing officer;
6. Any employee having supervisory authority for 20 or more employees; and
7. Any employee in a position that requires an administrative or a chief school business official endorsement.

Ethics and Gift Ban

Board policy 2:105, Ethics and Gift Ban, applies to all SASED employees. Students shall not be used in any manner for promoting a political candidate or issue.

Prohibited Interests; Conflict of Interest; and Limitation of Authority

In accordance with 105 ILCS 5/22-5, "no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or

teacher may be connected," except when the employee is the author or developer of instructional materials listed with ISBE and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of SASED nor shall an employee act as an agent of any business in any transaction with SASED. This includes participation in the selection, award, or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest. A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in or a tangible benefit from the entity selected for the contract:

1. A member of the employee's immediate family;
2. An employee's partner ; or
3. An entity that employs or is about to employ the employee or one of the individuals listed in one or two above.

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or subcontracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, Ethics and Gift Ban.

Guidance Counselor Gift Ban

Guidance counselors are prohibited from intentionally soliciting or accepting any gift from a prohibited source or any gift that would be in violation of any federal or State statute or rule. For guidance counselors, a prohibited source is any person who is (1) employed by an institution of higher education, or (2) an agent or spouse of or an immediate family member living with a person employed by an institution of higher education. This prohibition does not apply to:

1. Opportunities, benefits, and services available on the same conditions as for the general public.
2. Anything for which the guidance counselor pays market value.
3. A gift from a relative.
4. Anything provided by an individual on the basis of a personal friendship, unless the guidance counselor believes that it was provided due to the official position or employment of the guidance counselor and not due to the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the guidance counselor must consider the circumstances in which the gift was offered, including any of the following:
    a. The history of the relationship between the individual giving the gift and the guidance counselor, including any previous exchange of gifts between those individuals.
    b. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift.
    c. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift also, at the same time, gave the same or a similar gift to other school district employees.
5. Bequests, inheritances, or other transfers at death.
6. Any item(s) during any calendar year having a cumulative total value of less than $100.
7. Promotional materials, including, but not limited to, pens, pencils, banners, posters, and pennants.

A guidance counselor does not violate this prohibition if he or she promptly returns the gift to the prohibited source or donates the gift or an amount equal to its value to a 501(c)(3) tax-exempt charity.

Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

~~EMPLOYEE CODE OF PROFESSIONAL CONDUCT – SASED~~

~~All SASED employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. In addition, the *Code of Ethics for Illinois Educators*, adopted by the ISBE, is incorporated into this Code of Professional Conduct. Any employee who sexually harasses a student, willfully or negligently fails to report an instance of suspected child abuse or neglect, as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/1 et. seq.), engages in grooming as defined by 720 ILCS 5/11-25, engages in grooming behaviors, violates boundaries for appropriate school employee-student conduct, engages in sexual misconduct as defined in 105 ILCS 5/22-85.5, or otherwise violates an employee conduct standard will be subject to discipline, up to and including, dismissal.~~

~~Standards and Expectations Related to School Employee-Student Conduct~~

1. ~~All employee conduct must comply with the *Code of Ethics for Illinois Educators*, adopted by ISBE, to the extent applicable.~~

2. ~~Prohibited grooming behaviors and "sexual misconduct" include, but are not limited to, any verbal, nonverbal, written, or electronic, or physical activity, by an employee or agent of SASED with direct student contact with a student that is directed toward or with a student to establish a romantic or sexual relationship with the student. Such an act includes, but is not limited to:~~
   a. ~~A sexual or romantic invitation;~~
   b. ~~Dating or soliciting a date;~~
   c. ~~Engaging in sexualized or romantic dialogue;~~
   d. ~~Making sexually suggestive comments that are directed toward or with a student;~~
   e. ~~Self-disclosure or physical exposure of a sexual, romantic, or erotic nature;~~
   f. ~~A sexual, indecent, romantic, or erotic contact with a student.~~

3. ~~Employees are expected to maintain professional relationships and appropriate boundaries with students.~~

   a. ~~Communications with students~~
      1) ~~Employees are strictly prohibited from using any form of communication with students, including but not limited to, emails, letters, notes, text messages, phone calls, social media, and conversations that include any subject matter that would be deemed unprofessional and inappropriate between an employee and student. Employees must us a school provided or supported method to communicate with students whenever possible and are prohibited from using personal email, text messaging, direct messaging or other forms of communication that are similar in nature.~~

   b. ~~Transportation of students~~
      1) ~~Employees are not permitted to transport students in their privately owner vehicles, unless they have obtained prior approval from the Executive Director or designee. Transportation of students in SASED vehicles requires approval from the Executive Director or designee,~~

and ideally should include at least two people.

c. Photographs of students
   1) Employees are prohibited from taking or possessing photos of a student on their personal devices.

d. Contact with students
   1) Employees are prohibited from meeting or contacting a student outside of their professional role. Some exceptions would be for situations where there is another established appropriate relationship (i.e. religious ed teacher, cub scout master, family relationship, etc.). Employees are expected to avoid situations which could result in an actual or perceived inappropriate relationship between the employee and the student.

4. Employees are mandated reporters and required to comply with all reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.) and the Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.) and related Board policies, including Board policy *5:90, Abused and Neglected Child Reporting, policy 2:265, Title IX Sexual Harassment Grievance Procedure*.

5. Employees, students, parents/guardians, and any third party can report prohibited behaviors, including prohibited grooming and sexual misconduct, and/or boundary violations pursuant to Board policy 2:260, Uniform Grievance Procedure and policy 2:265, Title IX Sexual Harassment Grievance Procedure, or to any staff member to whom the person feels comfortable reporting.

6. Employees are required to complete training related to educator ethics, mandated reporting, child abuse, grooming behaviors, and boundary violations as required by law.

7. Employees who violate this Code of Professional Conduct or who fail to report a violation may be subject to disciplinary action up to and including dismissal from employment.

Incorporated
by reference: 5:120-E (Code of Ethics for Ill. Educators)

LEGAL REF.: U.S. Constitution, First Amendment.
2 C.F.R. §200.318(c)(1).
5 ILCS 420/4A-101, Ill. Governmental Ethics Act.
5 ILCS 430/, State Officials and Employee Ethics Act.
30 ILCS 708/, Grant Accountability and Transparency Act.
50 ILCS 135/, Local Governmental Employees Political Rights Act.
105 ILCS 5/10-22.39, 5/10-23.13, 5/22-5, 5/22-85.5, and 5/22-93.
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/11-25, Criminal Code of 2012.
775 ILCS 5/5A-102, Ill. Human Rights Act.
23 Ill.Admin.Code Part 22, Code of Ethics for Ill. Educators.
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).
Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 7:20 (Harassment of Students Prohibited)

ADOPTED: June 21, 2023

Educational Support Personnel

Each provision, term, and condition of the following policy shall apply to all SASED employees except where a collective bargaining agreement offers a specific differing provision, term, or condition to a bargaining unit employee. In such case, the specific differing provision, term, or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee.

Employment Termination and Suspensions

Resignation and Retirement

An employee is requested to provide 2 weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least 2 months before the retirement date.

Non-RIF Dismissal

SASED may terminate an at-will employee at any time for any reason, subject to State and federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

The Executive Director is responsible for making dismissal recommendations to the Board of Control consistent with the Board's goal of having a highly qualified, high performing staff. This includes recommending a non-licensed employee for immediate dismissal for willful or negligent failure to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/.

Reduction in Force and Recall

The Board may, as necessary or prudent, decide to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

~~The Board of Control shall use a seniority list to determine the order of dismissal or removal. The seniority list, categorized by positions, shall show the length of continuing service of each full-time educational support employee. The employee with the shorter length of continuing service within the respective category of position shall be dismissed first.~~

~~Except as provided below, written notice will be given the employee by certified mail, return receipt requested, at least 30 days before the employee is removed or dismissed, or his or her hours are reduced, together with a statement of honorable dismissal and the reason therefore if applicable. The prior written notice will be extended to at least 90 days if the lay-off is due to SASED entering into a contract with a third party for non-instructional services. The prior written notice will be shortened to at least 5 days before an employee's hours are reduced as a result of an unforeseen reduction in the student population.~~

~~Any vacancies for the following school term or within one calendar year from the beginning of the following school term, shall be offered to the employees so removed or dismissed from that category or any other category of position provided they are qualified to hold such positions.~~

Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the third business day following the last day of employment.

Suspension

Except as provided below, the Executive Director is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Executive Director's judgment, the employee's presence is detrimental to SASED. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees. Upon receipt of a recommendation from the Ill. Dept. Children and Family Services (DCFS) that the District remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with the District, the Board or Superintendent or designee, in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended, proceeding with:
    a. A suspension with pay; or
    b. A suspension without pay.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to SASED all compensation and the value of all benefits received by the employee during the suspension. The Executive Director will notify the employee of this requirement when the employee is suspended.

LEGAL REF.: 105 ILCS 5/10-22.34c and 5/10-23.5.
5 ILCS 430 et seq., State Officials and Employees Ethics Act.
325 ILCS 5/7.4(c-10), Abused and Neglected Child Reporting Act.
820 ILCS 105/4a, Minimum Wage Law.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:240 (Suspension), 5:270 (Employment At-Will, Compensation, and Assignment)

ADOPTED: June 21, 2023

Instruction

Guidance and Counseling Program

SASED provides a guidance and counseling program for students in conjunction with their resident districts. The Executive Director or designee shall direct SASED's guidance and counseling program. School counseling services, as described by State law, may be performed by a qualified guidance specialist or any certificated staff member.

Each staff member is responsible for effectively guiding students under his/her supervision in order to provide early identification of intellectual, emotional, social, or physical needs, diagnosis of any learning disabilities, and development of educational potential. SASED's counselors, and other qualified staff (i.e. school psychologists, school social workers, etc.) shall offer counseling to those students who require additional assistance.

The guidance program will assist students to identify career options consistent with their abilities, interests, and personal values. In collaboration with resident districts, students shall be encouraged to seek the help of counselors to develop specific curriculum goals that conform to the student's career objectives. High school juniors and seniors will have the opportunity to receive career-oriented information through resident district and/or SASED. Representatives from colleges and universities, occupational training institutions and career-oriented recruiters, including the military, may be given access to the resident district or SASED campus in order to provide students and parents/guardians with information.

LEGAL REF.: 105 ILCS 5/10-22.24a and 5/10-22.24b.
23 Ill.Admin.Code §1.420(q).

CROSS REF.: 6:50 (School Wellness), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 6:130 (Program for the Gifted), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:250 (Student Support Services), 7:290 (Suicide and Depression Awareness and Prevention)

ADOPTED: June 21, 2023

Students

Attendance and Truancy

Compulsory School Attendance

This policy applies to individuals who have custody or control of a child: (a) between the ages of 6 (on or before September 1) and 17 years (unless the child has graduated from high school) or (b) who is enrolled in any of grades kindergarten through 12, in the public school regardless of age.

Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, and (5) any child absent because of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled in a SASED program must authorize all absences from school and notify SASED in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student), observance of a religious holiday, death in the immediate family, attendance at a civic event, family emergency, other situations beyond the control of the student as determined by the Board, voting pursuant to policy 7:90, *Release During School Hours* (10 ILCS 5/7-42 and 5/17-15),, other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional or physical health or safety, or other reason as approved by the Executive Director or designee Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe.

Absenteeism and Truancy Program

The Executive Director or designee shall, in collaboration with the member districts, manage absenteeism and truancy in accordance with The School Code and Board policy. The program shall include but not be limited to:

1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Executive Director or designee is authorized to determine when the student's absence is justified. A student may be excused, at the Executive Director's or designee's discretion, when: (1) the student has a last period study hall, (2) the parent/guardian provides written permission, (3) the student's employer provides written verification of employment, (4) the student provides evidence of a valid work permit, or (5) other reason deemed justifiable by the Executive Director or designee.

2. A protocol for excusing a student in grades 6 through 12 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.

3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings.

4. A process to telephone, within 2 hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification.

5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in 105 ILCS5/26-2a, and inform the member district of the student's status.

6. Methods for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff members or other people who may have information.

7. The identification of supportive services that may be offered to truant or chronically truant students, including parent-teacher conferences, student and/or family counseling, or information about community agency services. See board policy 6:110 *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program.*

8. A process for the collection and review of chronic absence data and to:
   a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
   b. Encourage the habit of daily attendance and promote success.

9. Reasonable efforts to provide ongoing professional development to teachers, administrators, Board members, school resource officers, and staff on the appropriate and available supportive services for the promotion of student attendance and engagement.

10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.

11. A protocol for cooperating with non-SASED agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community-based youth service agency. Any disclosure of student records must be consistent with Board policy 7:340, *Student Records*, as well as State and federal law concerning student records.

12. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a chronic truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student.

13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Executive Director or designee believes qualifies.

14. A process for a 17-year-old resident to participate in the District's various programs and resources for truants. The student must provide documentation of his/her dropout status for the previous six months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *School Admissions and Student Transfers To and From Non-District Schools.*

15. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum attendance standards according to provisions in State law. A parent/guardian has the right to appeal a decision to exclude a student.

Monitoring

Pursuant to State Law and policy 2:240, *Board Policy Development*, the Board updates this policy at least once every two years. The Executive Director or designee shall assist the Board with its update.

LEGAL REF.: 105 ILCS 5/22-92 and 5/26-1 through 18.
705 ILCS 405/3-33.5. Juvenile Court Act of 1987.
23 Ill.Admin.Code §§1.242 and ~~1.290~~ Part 207.

CROSS REF.: 5:100 (Staff Development Program), ~~6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program),~~ 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions/Eligibility for Services), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:90 (Release During School Hours), 7:190 (Student Discipline), 7:340 (Student Records)

UPDATED: June 21, 2023

Students

Prevention of and Response to Bullying, Intimidation, and Harassment

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important SASED goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic **is prohibited** in each of the following situations:

1. During any SASED-sponsored education program or activity.
2. While at SASED, on SASED property, on SASED buses or other school vehicles, at designated SASED bus stops waiting for the bus, or at SASED-sponsored or SASED-sanctioned events or activities.
3. Through the transmission of information from a SASED computer, a SASED computer network, or other similar SASED electronic equipment.
4. Through the transmission of information from a computer that is accessed at a non SASED-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by SASED, if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any non SASED-related activity, function, or program.

Definitions from 105 ILCS 5/27-23.7

Bullying includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act.

School personnel means persons employed by, on contract with, or who volunteer with SASED, including without limitation SASED administrators, teachers, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

Bullying Prevention and Response Plan

The Executive Director or designee shall develop and maintain a bullying prevention and response plan that advances SASED's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below; each numbered requirement, 1-12, corresponds with the same number in the list of required policy components in 105 ILCS 5/27-23.7(b) 1-12.

1. SASED uses the definition of *bullying* as provided in this policy.
2. Bullying is contrary to State law and the policy of SASED. However, nothing in SASED's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, ~~Building Principal~~ Program Director or Coordinator, ~~Assistant Building Principal, Dean of Students~~, a Complaint Manager, or any SASED staff member with whom the student is comfortable speaking. Anyone, including SASED staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to SASED named officials or any SASED staff member. SASED named officials and all SASED staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

Nondiscrimination Coordinator:

Julie Grohn
Name
2900 Ogden Avenue, Lisle, IL 60532
Address
jgrohn@sased.org
Email
630-778-4500
Telephone

Complaint Managers:

Matthew Layton	Christine Martin
Name	Name
2900 Ogden Avenue, Lisle, IL 60532	2900 Ogden Avenue, Lisle, IL 60532
Address	Address
mlayton@sased.org	cmartin@sased.org
Email	Email
630-778-4500	630-778-4500
Telephone	Telephone

4. Consistent with federal and State laws and rules governing student privacy rights, the Executive Director or designee shall promptly inform the parent(s)/guardian(s) of every student involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.

5. The Executive Director or designee shall promptly investigate and address reports of bullying, by, among other things:

    a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident.

    b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.

    c. Notifying the Executive Director or program administrator or designee of the reported incident of bullying as soon as possible after the report is received.

    d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Executive Director or program administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

    The Executive Director or designee shall investigate whether a reported incident of bullying is within the permissible scope of SASED's jurisdiction and shall require that SASED provide the victim with information regarding services that are available within SASED and the community, such as counseling, support services, and other programs.

6. The Executive Director or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.

7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion with regard to students.

8. A student will not be punished for reporting bullying or supplying information, even if SASED's investigation concludes that no bullying occurred. However, a person who is found to have falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided false information will be treated as either: (a) *bullying*, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.

9. SASED's bullying prevention and response plan is based on the engagement of a range of SASED stakeholders, including students and parents/guardians.

10. The Executive Director or designee shall post this policy on SASED's website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and SASED personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.

11. Pursuant to State law and policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Executive Director or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation:

    a. The frequency of victimization;

    b. Student, staff, and family observations of safety at a school;

    c. Identification of areas of a school where bullying occurs;

    d. The types of bullying utilized; and

    e. Bystander intervention or participation.

    The evaluation process may use relevant data and information that SASED already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:

    1) An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
    2) If no revisions are deemed necessary, a copy of board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary; or
    3) A signed statement from the Board Chairperson indicating that the Board re-evaluated the policy and no changes to it were necessary.

    The Executive Director or designee must post the information developed as a result of the policy re-evaluation on SASED's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and

students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.

12. The Executive Director or designee shall fully implement the Board policies, including without limitation, the following:

    a. 2:260, *Uniform Grievance Procedure*. A student may use this policy to complain about bullying.

    b. 2:265, *Title IX Sexual Harassment Grievance Procedure*. Any person may use this policy to complain about sexual harassment in violation of Title IX of the Education Amendments of 1972.

    c. 6:60, *Curriculum Content*. Bullying prevention and character instruction is provided in all grades in accordance with State law.

    d. 6:65, *Student Social and Emotional Development*. Student social and emotional development is incorporated into the District's educational program as required by State law.

    e. 6:235, *Access to Electronic Networks*. This policy states that the use of the District's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.

    f. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).

    g. 7:185, *Teen Dating Violence Prohibited*. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.

    h. 7:190, *Student Behavior*. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.

    i. 7:310, *Restrictions on Publications; Elementary Schools*, and 7:315, *Restrictions on Publications; High Schools*. These policies prohibit students from and provide consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

LEGAL REF.: 105 ILCS 5/10-20.14, 5/10-22.6(b-20), 5/24-24, and 5/27-23.7.
405 ILCS 49/, Children's Mental Health Act.
775 ILCS 5/1-103, Ill. Human Rights Act.
23 Ill.Admin.Code §§1.240, 1.280, and 1.295.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools)

ADOPTED: June 21, 2023

Students

Bus Conduct

All students must follow SASED/member/resident district School Bus Safety Guidelines.

School Bus Suspensions

The Executive Director, or any designee as permitted in The School Code, is authorized to suspend a student from riding the school bus for up to 10 consecutive school days for engaging in gross disobedience or misconduct, including, but not limited to, the following:

1. Prohibited student conduct as defined in the Board policy, 7:190, *Student Discipline*.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of a directive from a bus driver or other supervisor.
6. Such other behavior as the Executive Director or designee deems to threaten the safe operation of the bus and/or its occupants.

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus, in collaboration with the district of residence, SASED may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. SASED/member/resident district's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus.

Academic Credit for Missed Classes During School Bus Suspension

A student suspended from riding the bus who does not have alternate transportation to school shall have the opportunity to complete or make up work for equivalent academic credit. It shall be the responsibility of the student's parent or guardian to notify the school that the student does not have alternate transportation.

Electronic Recordings on School Buses

Electronic visual and audio recordings may be used on school buses to monitor conduct and to promote and maintain a safe environment for students and employees when transportation is provided for any school related activity. Notice of electronic recordings shall be displayed on the exterior of the vehicle's entrance door and front interior bulkhead in compliance with State law and the rules of the Illinois Department of Transportation, Division of Traffic Safety.

Students are prohibited from tampering with electronic recording devices. Students who violate this policy shall be disciplined in accordance with the Board's discipline policy and shall reimburse SASED for any necessary repairs or replacement.

LEGAL REF.: Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99.
105 ILCS 5/10-20.14, 5/10-22.6, and 10/1 et seq.
720 ILCS 5/14-3(m).
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 7:130 (Student Rights and Responsibilities), 7:170 (Vandalism), 7:190 (Student Discipline), 7:200 (Suspension Procedures), 7:340 (Student Records)

ADOPTED: June 21, 2023

23-24 BOARD/COMMITTEE MEETING DATES

Option 1:

Board of Directors		
8/16/23 - 3:00 pm	12/13/23 - 3:00 pm	4/17/24 - 3:00 pm
9/20/23 - 3:00 pm	1/24/24 (Joint with GOV) - 6:30 pm	5/22/24 - 3:00 pm
10/18/23 - 3:00 pm	2/21/24 - 3:00 pm	6/26/24 - 3:00 pm
11/15/23 - 3:00 pm	3/20/24 - 3:00 pm	
Governing Board		
8/9/23 - 6:30 pm	1/24/24 (Joint with BOD) - 6:30 pm	5/29/24 - 6:30 pm
Finance Committee		
9/6/23 - 5:30 pm	2/7/24 - 5:30 pm (optional)	5/8/24 - 5:30 pm
12/6/23 - 5:30 pm	4/10/24 - 5:30 pm	6/12/24 - 5:30 pm
Policy Committee		
10/18/23 - 5:30 pm	2/21/24 - 5:30 pm	6/26/24 - 5:30 pm
12/13/23 - 5:30 pm	4/17/24 - 5:30 pm	

Option 2:

Board of Directors		
8/16/23 - 11:00 am	12/13/23 - 11:00 am	4/17/24 - 11:00 am
9/20/23 - 11:00 am	1/24/24 (Joint with GOV) - 6:30 pm	5/22/24 - 11:00 am
10/18/23 - 11:00 am	2/21/24 - 11:00 am	6/26/24 - 11:00 am
11/15/23 - 11:00 am	3/20/24 - 11:00 am	
Governing Board		
8/9/23 - 6:30 pm	1/24/24 (Joint with BOD) - 6:30 pm	5/29/24 - 6:30 pm
Finance Committee		
9/6/23 - 5:30 pm	2/7/24 - 5:30 pm (optional)	5/8/24 - 5:30 pm
12/6/23 - 5:30 pm	4/10/24 - 5:30 pm	6/12/24 - 5:30 pm
Policy Committee		
10/18/23 - 5:30 pm	2/21/24 - 5:30 pm	6/26/24 - 5:30 pm
12/13/23 - 5:30 pm	4/17/24 - 5:30 pm	

Updated 4-19-23

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SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

SASED OFFICERS & APPOINTMENTS
MAY 2022-2023

Board of Control Officers

- Chairperson: Dr. Matt Rich, District 34
- Vice Chairperson: Tom Ruggio, District 68
- Secretary: Dr. Anthony Palmisano, District 45

Appointments (determined by policy)

- Treasurer: Don Robinson
- Recording Secretary: Senga Lowe

Representative to DuPage/West Cook

- Dr. Mindy McGuffin, Representative
- Dr. Matt Rich, Alternate

Standing Committee Appointments

Finance Committee

- Benjamin SD 25, Jack Buscemi
- Winfield SD 34, Dr. Matt Rich
- Salt Creek SD 48, Ray Kielminski
- Maercker District 60, Sue Caddy, Business Manager
- Woodridge SD 68, Tom Ruggio
- Westmont SD 201, Leah Conover

Policy Committee

- West Chicago SD 33, Dr. Kristina Davis
- Salt Creek SD 48, Ray Kielminski
- DuPage High SD 88, Dr. Jean Barbanente
- Community High SD 94, Lynn Casey Maher
- Community High SD 99, Joanna Vazquez Drexler

Updated 12/7/22 SL

School Association for Special Education in DuPage

Through Month: March

Budget Progress Statement

Revenues Combined Educ/O&M	(A.) FY2020-21 Actual	(B.) Through March FY2020-21	(C.)	(D.) FY2021-22 Actual	(E.) Through March FY2021-22	(F.) Percent Change FY21 to FY22	(G.) FY2022-23 Budget	(H.) Through March FY2022-23	(I.)	(J.)	(K.) FY2022-23 CURRENT Projection	(L.)	(M.) Percent Change FY22 to FY23	(N.)	(O.)	(P.)
Local Sources																
Tuition	14,360,880	14,569,204		13,680,179	14,037,774	-4.7%	15,337,875	14,307,537	Tuition Billing/ADE		13,943,071		1.9%			
Services	10,043,777	10,117,103		11,057,980	10,663,331	10.1%	11,376,725	12,277,093	Purchased Services		13,495,356		22.0%			
Other	190,782			-187,133		-198.1%	280,000				280,000					
State Sources																
Grants-in-Aid	3,241,578			2,800,276		-13.6%	2,800,857				2,800,857		0.0%			
Transportation	0			347,987			375,000				375,000		7.8%			
Federal Sources																
IDEA -SASED	0			836,490			840,000				840,000		0.4%			
Grants in Aid	2,462,329			1,708,451		-30.6%	2,146,254		EarlyChild/VAC/Med-Outreach/ESSR		2,004,741		17.3%			
Total Revenues	30,299,346			30,244,230		-0.2%	33,156,711				33,739,024		11.6%			

Expenditures Educational Fund	Audited FY2020-21 Actual	Through March FY2020-21 Actual	Percent FY21 Actual (B.) / (A.)	Audited FY2021-22 Actual	Through March FY2021-22 Actual	Percent FY22 Actual (E.) / (D.)	FY2022-23 Budget	Through March FY2022-23 YTD Actual	Formula Percent (B.+E.)/(A.+D.)	Year-End Formula FY2022-23 Projected	FY2022-23 CURRENT Projection	Projected FY2022-23 Budget to Actual Variance (K.) - (G.)	Percent Change FY22 to FY23	FY2023-24 CURRENT Budget DRAFT	Percent Change FY23 to FY24 Projected	Percent Change FY23 to FY24 Budget
Salaries	20,380,916	12,482,405	61.2%	19,905,452	12,268,351	61.6%	19,834,768	12,421,752	61.4%	20,218,666	20,250,000	415,232	1.7%	20,628,162	1.9%	4.0%
Benefits	5,635,889	3,519,124	62.4%	5,187,784	3,286,596	63.4%	5,524,294	2,955,805	62.9%	4,700,850	4,750,000	-774,294	-8.4%	5,855,759	23.3%	6.0%
Contract Staffing	302,533	200,419	66.2%	1,826,042	1,147,223	62.8%	922,106	2,726,420	63.3%	4,306,329	4,200,000	3,277,894	130.0%	3,879,130	-7.6%	320.7%
Purchased Services	3,583,347	2,589,032	72.3%	4,148,904	3,090,253	74.5%	5,791,986	3,011,582	73.4%	4,100,218	4,100,000	-1,691,986	-1.2%	4,548,170	10.9%	-21.5%
Supplies/Materials	462,827	297,527	64.3%	485,933	340,915	70.2%	774,891	331,501	67.3%	492,629	500,000	-274,891	2.9%	789,263	57.9%	1.9%
Capital Outlay	7,716	6,654	86.2%	51,309	4,043	7.9%	89,672	21,274	18.1%	89,672	89,672	0	74.8%	155,213	73.1%	73.1%
Dues/Fees/Other	317,499	426,270	134.3%	20,855	0	0.0%	0	0	126.0%	0	0	0	-100.0%			
Non-Cap Equipment	135,640	42,674	31.5%	161,530	150,788	93.4%	238,000	282,876	65.1%	434,514	300,000	62,000	85.7%	125,971	-58.0%	-47.1%
Totals	30,826,367	19,564,105	63.5%	31,787,809	20,288,170	63.8%	33,175,717	21,751,210	63.6%	34,342,878	34,189,672	1,013,955	7.6%	35,981,668	5.2%	8.5%
Total Staffing	26,319,338	16,201,948	61.6%	26,919,278	16,702,170	62.0%	26,281,168	18,103,977	61.8%	29,225,845	29,200,000	2,918,832				
		%Change FY to FY		2.3%	3.1%		-2.4%	8.4%		8.6%	8.5%					
Operations & Maintenance Fund																
Purchased Services	0	0	0.0%	0	0		0	0						7,202		
Capital Outlay	39,150	0	0.0%	99,457	0	0.0%	175,000	100,435			175,000	0		0		
Non-Cap Equipment	0	1,155		0	0		25,000	0			25,000	0		0		
Totals	39,150	0	0.0%	99,457	0	0.0%	200,000	100,435			200,000	0	0.0%	7,202		
Revenues Minus Expenditures	-566,171			-1,643,036			-219,006				-650,648					

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SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

To: Board of Control
From: Melinda McGuffin, Executive Director
Date: April 26, 2023
Re: Enrollment

Purpose:
The purpose of this memo is to update the Board of Control regarding SASED enrollment for the current school year.

Enrollment Trends:
The chart below shows the changes in enrollment for each SASED program. Rows highlighted in yellow reflect changes between March 2, 2023 and April 1, 2023. Page two of this document provides information on current student enrollment by member district.

	Southeast	Directions	STARS	MN	Vision	DHH	Transition	Project SEARCH	Total Enrollment
September 2021 (as of 9/7/21)	63	19	37	100	64	46	15	11	355
September, 2022	58	22	36	94	58	31	14	11	324
October, 2022	65	23	36	96	56	31	13	11	331
November 1, 2022	61	24	35	95	56	33	12	11	327
December 1, 2022	63	24	35	96	57	36	12	11	334
January 10, 2023	61	26	36	97	57	37	12	11	337
February 1, 2023	62	27	36	97	58	37	12	10	339
March 1, 2023	**66**	**28**	**36**	**98**	**57**	**40**	**12**	**9**	**346**
April 3, 2023	**73**	**28**	**36**	**101**	**57**	**44**	**12**	**9**	**360**
Gains/Losses	**+9/-2**	**0**	**0**	**+4/-1**	**0**	**+4/0**	**0**	**0**	**+18/-4**
Net Change 3/2/23-4/3/23	**+7**	**0**	**0**	**+3**	**0**	**+4**	**0**	**0**	**+14**

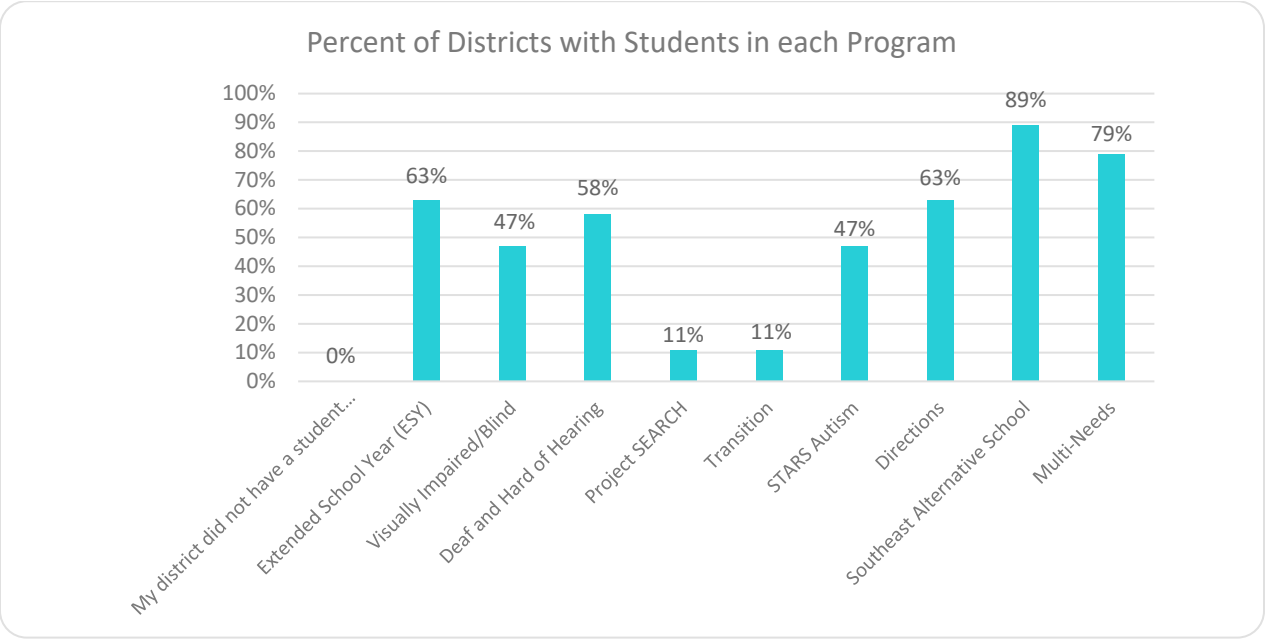
SASED Programs - Member & DWC Districts - Student Enrollment - April 3, 2023									
Member District	**Southeast**	**Directions EL, MS, HS**	**STARS**	**Multi Needs**	**Vision**	**DHH**	**Transition**	**Project Search**	**District Total**
20	2			7		1			**10**
25				3		2			**5**
33	9	1		2		1			**13**
34	2	2	1						**5**
45	5	3	1	1	1	1			**12**
48	4	2	4	1	1				**12**
58	4	3	12	17	1				**37**
60	3	1	5	9	1	2			**21**
63	2	1	4	3					**10**
66			1	5					**6**
68	4	1	6	11		2			**24**
88	3	3		7	1		3	2	**19**
94	5	3		2			1		**11**
99	7	4		5	7		3		**26**
180	8	1	2	8	2				**21**
201	1			7	2	1	2		**13**
202	3	2		10			3		**18**
205	8			1	2	2			**13**
DWC+ Kane/Will/ Kendall	3	1		2	39	32		7	**84**
Total Enrollment	**73**	**28**	**36**	**101**	**57**	**44**	**12**	**9**	**360**
	SE total includes 0 CIBS student								***grand total includes 0 CIBS student***
Difference from 3/1/2023	**7**	**N/C**	**N/C**	**3**	**N/C**	**4**	**N/C**	**N/C**	**14**
Color Key:									
plus									
minus									

District Survey Summary of Results

April 26, 2023

19 Responses

PROGRAMS:



1-1.99=strongly disagree 2-2.74=disagree 2.75- 3.24=mildly disagree 3.25-4.24=mildly agree 4.25-5.24=agree 5.25-6=strongly agree

Program Questions	Median 2022	Range of Average Responses 2023	Median 2023
Timely availability and placement in the SASED classroom has met our expectations for our student(s).	5.54	4.25-5.5	5.13
IEP meetings are well organized and fully engage parents and district staff.	5.34	4.85-5.67	5.23
Communication to parents and districts regarding students' progress and/or concerns, has met our expectations.	5.27	4.67-5.57	5.14
The tuition for SASED instructional programs has met our expectations.	5.27	4.91-5.11	5.00
Historically some SASED programs have been heavily staffed with 1:1 assistants. This impacts on student independence, classroom space, and staffing plans. Given these negative impacts, SASED should create a framework to determine the level of 1:1 support a student might need during the school day and how best to reflect that support in the IEP.	5.48	N/A	N/A

Strengths:

Overall, districts are satisfied with SASED programs, with IEP meetings receiving the highest median rating. Southeast Alternative School and the Vision Program improved districts' satisfaction with the timely availability and placement of students into SASED programs when compared to last year. The DHH and Vision Programs

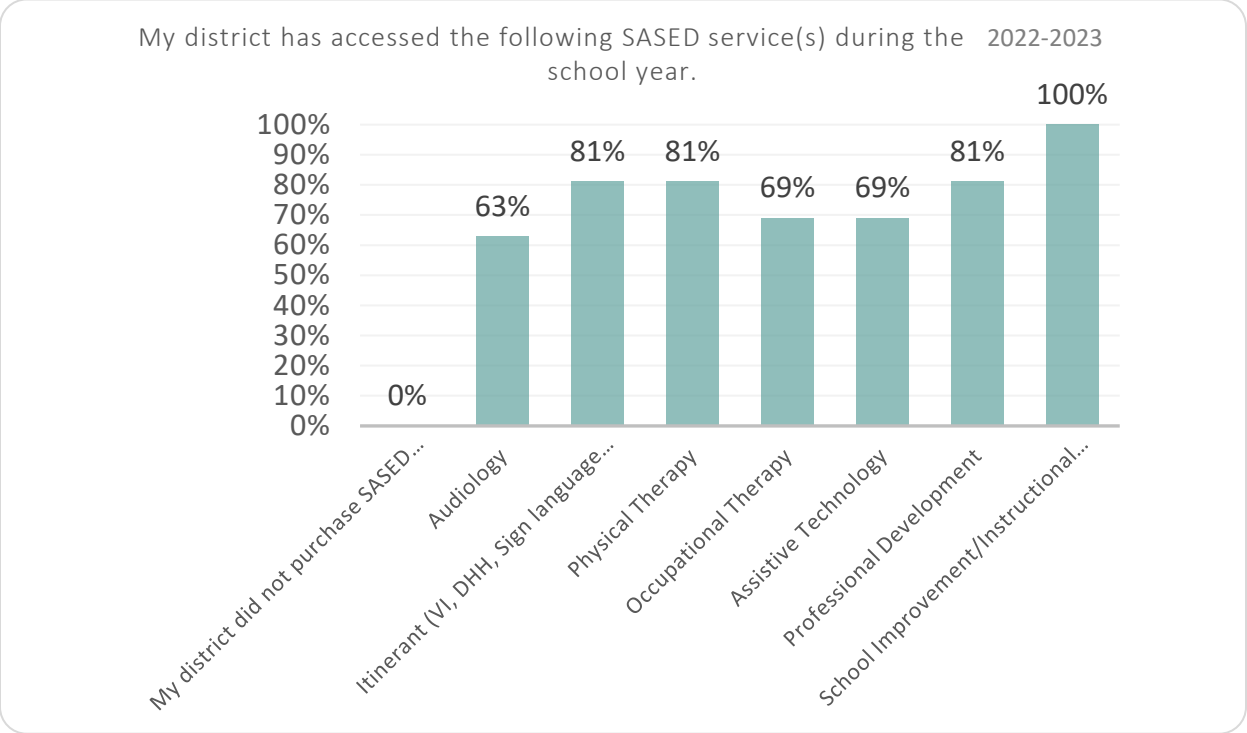
improved in the area of well-organized IEP meetings that fully engage parents and district staff. The Directions and Vision Programs improved in their communication to parents and districts.

Next Steps:

SASED will continue to strengthen its practices, particularly in areas where the median rating decreased from last year.

- Availability and placement in SASED classrooms is strategic indicator under the Exemplary Programs & Services priority area of the 2023-2027 Strategic Plan
- IEP processes are an action identified under the Communications priority area of the 2023-2027 Strategic Plan
- Communication to parents and districts is a goal under the Communications priority area of the 2023-2027 Strategic Plan
- Tuition is an objective under the Operations priority area of the 2023-2027 Strategic Plan
- Districts have also strongly agreed with the need to address 1:1 assistants. The next steps in addressing this need are incorporated into both Operations goals

SERVICES:



1-1.99=strongly disagree 2-2.74=disagree 2.75- 3.24=mildly disagree 3.25-4.24=mildly agree 4.25-5.24=agree 5.25-6=strongly agree

Service Questions	Median 2022	Range of Average Responses	Median 2023
The quality of SASED services has met our expectations.	5.47	5.09-5.5	5.38
The ability of SASED service personnel to collaborate with and support our district staff has met our expectations.	5.61	5.27-5.63	5.40

Communication to parents and districts from SASED service personnel has met our expectations.	5.53	5.2-5.5	5.38
The procedures for accessing a SASED service are clearly defined and result in the timely provision of support.	5.56	5.1-5.5	5.36
The billing structure of SASED services is clear and costs have met our expectations.	5.11	4.3-5.29	5.10

Strengths:

Overall, districts are highly satisfied with SASED services, with collaboration and support to district staff continuing to be the most highly rated item. The quality of SASED services meeting expectations improved for Professional Development compared to last year. SASED services ratings also saw improvement in billing structure and costs for the School Improvement and Instructional Support Team and Professional Development.

Next Steps:

- Billing structure is identified as a strategic objective under the Operations priority area of the 2023-2027 Strategic Plan

ADMINISTRATION:

1-1.99=strongly disagree 2-2.74=disagree 2.75- 3.24=mildly disagree 3.25-4.24=mildly agree 4.25-5.24=agree 5.25-6=strongly agree

Administration Questions	Average 2022	Average 2023
SASED administrators engage in effective communication with district staff concerning trends, issues, and potential changes in programming and/or services.	5.11	4.60
SASED administrators respond to my requests and concerns in a timely and thorough manner.	5.39	4.93
SASED administration effectively works and communicates with leasing-district staff and administration.	5.5	5.11
SASED provides me with appropriate information and resources when requested, as well as valuable professional development opportunities.	5.0	4.87
SASED offers the appropriate variety and number of parent training/workshops.	4.63	3.67
The work, supports, and services of the following have met our expectations. (list includes HR, Business, Technology, Executive Director, and Programs & Services departments at SASED)	Range: 4.56-5.4 Median: 5.18	Range: 4.67-5.27 Median: 5.18
Would you prefer that the SASED Spring Institute be held in-person or virtually next year?	In-person = 89% Virtually = 11%	In-person = 87% Virtually = 13%

Top PD Topics (the number of respondents indicating need in that area is provided in parentheses)

Administrators	Certified/Licensed Staff	Paraprofessionals	Parents
Interventions (Tier 2 / reading & math) / MTSS structure improvement (3)	Behavior supports/dysregulation (7)	Behavior supports / regulation / functions / registered behavior technician (11)	Behavior strategies - dysregulation, setting limits, school/home behavior plans, tantrums/meltdowns (6)
Facilitated IEP (2)	Progress monitoring/data collection (3)	Autism strategies (4)	Understanding IEP process, navigating sp ed, facilitated IEP (4)
Behavior supports (2)	Supporting autism (3)	Supporting independence / fading support (3)	PUNS, adult services, DRS Connections/programs (4)
Legal (2)	Inclusion/differentiation (3)	Supporting communication (2)	Supporting complex communication, tech, building communication skills (3)
SLD & Dyslexia - referral process (2)	Executive functioning (2)	Collecting data (2)	Executive functioning (2)
related service provision - determining appropriate staffing levels (2)	FBA/BIP (2)		
leading staff / supporting change process (2)	Related services provision / MTSS structures (2)		
impacting student attendance (2)	Goal writing (2)		

Strengths:

Overall, districts are satisfied with SASED administration. The Programs & Services department continues to be rated in the highly satisfied range. SASED again has increased the number of parent trainings from the previous year. Link to Parent Training Resources Site

Next Steps:

- The first three administration questions are all related to communication and will be addressed through the 2023-2027 Strategic Plan Communications priority area goal 1.
- District input on professional development topics will be utilized in the planning of professional and parent learning opportunities for the 2023-2024 school year.
- Provide more communication and advertising to districts for parent trainings
- Administrators and Central Office will work to improve relationships with districts

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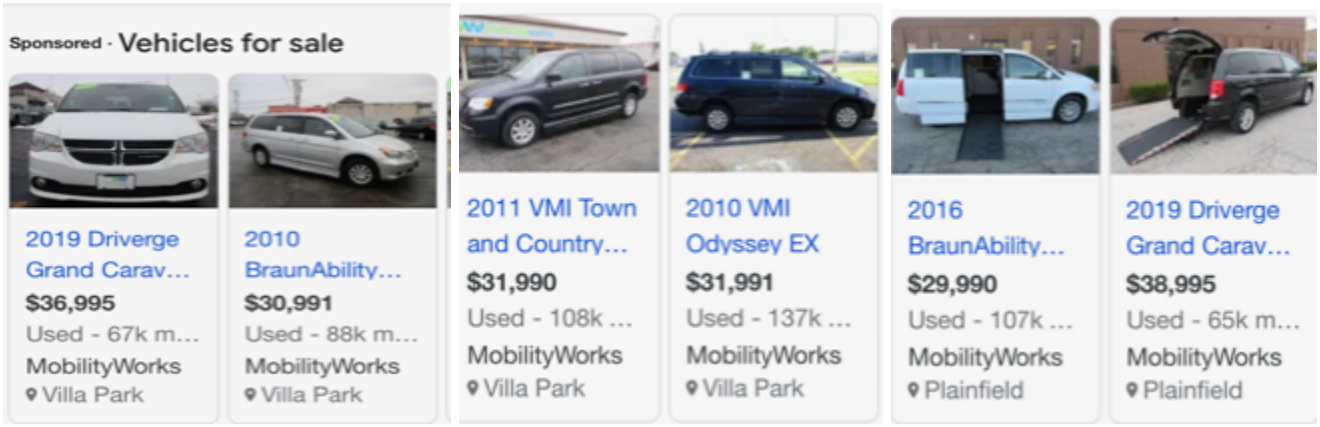
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

To: Board of Control
From: Mindy McGuffin, Executive Director
Date: April 26, 2023
Re: SASED Vehicles

Purpose:
Request authorization to purchase vehicles and buses for FY 24.

Background:
The vehicles used by our programs and services are specifically suited to meet our student and staff needs. The opportunities to acquire these vehicles are limited given the modifications to the vehicles. Additionally, medicaid reimbursement requirements have clarified the need to document the specialized features of the vehicles in order to claim for reimbursement. The current supply chain issues have exacerbated inventory issues across the transportation industry. In order to maintain the continuity of current programming we would need to purchase vehicles and buses for next year. While the administration's preference would be to continue the leasing this is not feasible. The vendor has indicated this is not an option and we can not find another vendor to lease the buses.

Dodge/Chrysler Braun Ability Vans
SASED has had a 5 year lease with Midwest Bus to lease 5 Dodge/Chrusler Ability lift vans. The lease will expire on June 30, 2023. SASED is not able to extend the lease. However, SASED has the option to purchase these vehicles at the end of the lease. Three of these vehicles are currently used by the Transition program for community trips and vocational experiences. The other 2 vehicles are currently used by our Orientation and Mobility staff for student travel training. Below are some comparables. Our leased vehicles are low mileage, have been well maintained, and are already suited to meet the needs of our students and staff.



Thomas C2 36 plus Five Lift buses
SASED has also had a five year lease with Midwest bus to lease five buses. These are Thomas C2 36 plus 5 Lift buses. This lease also expires on June 30, 2023. SASED is not able to extend the lease. I have also not been able to find other vehicles for lease or contract with the configuration that SASED programs are accustomed to operating. The sticking point is the capacity to transport five wheelchairs. Small buses do not have this capacity.

Other area districts and cooperatives do not operate a similar vehicle. In order to maintain the continuity of current programming we would need to purchase buses. Purchase of 3 buses will incur additional insurance costs and maintenance. These costs will be built into the FY24 buses. The vehicles are currently well-maintained and trouble free. We have identified a local maintenance provider who is familiar with our buses who can provide the maintenance services. The three buses will be stored at Center Cass 66 for a small fee of $2000 to cover costs associated with utilities and miscellaneous upkeep items. Aside from the vehicle cost shown below, the maintenance, insurance, D66 fee, and other associated costs will be built into the FY24 budget.

Recommendation:	***Per unit***	***Total***
Purchase of 5 Dodge/Chrysler Braun Ability Lift vans	$25,000 each	$125,000
Purchase of 3 Thomas C2 36 plus 5 Lift buses	$67,000 each	$201,000

VEHICLE TOTAL: $326,000

RESOLUTION

WHEREAS, the Board of Education of the Independent Member School District ("ISD") or the Governing Board of the Special Education Cooperative ("SEC") of **School Association for Special Education in DuPage County** in DuPage/Cook Counties, Illinois ("Board") is a Member District/Cooperative of the DuPage/West Cook Regional Special Education Association ("D/WC") Catchment Area, pursuant to the Intergovernmental Cooperation Agreement dated July 1, 2006 and as amended May 16, 2019 ("Agreement"); and

WHEREAS, pursuant to Article II of the Agreement, the D/WC Board shall consist of either Superintendents or State Approved Directors of Special Education, appointed in accordance with provisions that include the following:

- Each Special Education Cooperative ("SEC") appoints one representative and one alternate to the D/WC Board.

- Each Independent Member School District ("ISD") that has a district enrollment of at least 5,000 students (based on the most recent ISBE Enrollment and Housing Report) and its own comprehensive plan for special education is eligible to appoint one representative and one alternate to the D/WC Board.

- An ISD that appointed one representative and one alternate to the D/WC Board under the Articles of Agreement Amended and Adopted July 1, 2006 ("Pre-July 1, 2006 ISD"), remains eligible to appoint one representative and one alternate without regard to district enrollment.

WHEREAS, the Board wishes to appoint one representative and one alternate to the D/WC Board pursuant to the Agreement provisions summarized above, as applicable; and

WHEREAS, pursuant to Article II of the Agreement, representatives of the D/WC Board appointed by a SEC or ISD shall serve staggered three-year terms;

NOW, THEREFORE, be it hereby resolved by the Board of Education/Governing Board of **SASED** in DuPage/Cook Counties, Illinois, as follows:

SECTION I: _____ is hereby appointed as the Board Representative to D/WC.

SECTION II: _____ is hereby appointed as Alternate Representative to perform all the functions of the Board Representative to D/WC, including attendance at meetings and voting, when the Board Representative is unable to perform such functions.

ADOPTED THIS ____ day of _____, 2023, by the following vote:

AYES:

NAYS:

ABSENT:

BOARD

By: _____
Its President/Chairperson

ATTEST

By: _____
Its Secretary

School Association for Special Education in DuPage

To: Board of Control
From: Julie Grohn, Director of Human Resources
Date: April 26, 2023
Re: Foxhire/Pedistaff Contract Buy-Out

Purpose: Contract buy-out for Occupational Therapist through Foxhire/Pedistaff

Background: SASED has worked with **Samantha Agerinos** as a contractor with Foxhire/Pedistaff. We are requesting that the administration buy-out her contract with Foxhire/Pedistaff. The buy-out is $7500 (Below is an estimate)

Next Steps: Approval to buy-out the contract for **Samantha Agerinos** with Foxhire/Pedistaff.

School Occupational Therapist				
Samantha Agerinos - Pedistaff				
	Contract	**SASED**		SASED Salary
Hourly rate	$74.00	$38.57	(Estimate)	Masters Step 3
Benefits	$0.00	$22,000.00		185 days / 7.5 hours
Annual amount paid	$102,675.00	$58,316.00		$58,316.00
Buy-out amount		$7,500.00		
TOTAL	$102,675.00	$87,816.00		Break even by year 2

School Association for Special Education in DuPage

To: Board of Control
From: Julie Grohn, Director of Human Resources
Date: April 26, 2023
Re: Foxhire/Pedistaff Contract Buy-Out

Purpose: Contract buy-out for Occupational Therapist through Foxhire/Pedistaff

Background: SASED has worked with **Beth Kern** as a contractor with Foxhire/Pedistaff. We are requesting that the administration buy-out her contract with Foxhire/Pedistaff. The buy-out is $7500 (Below is an estimate)

Next Steps: Approval to buy-out the contract for **Beth Kern** with Foxhire/Pedistaff.

School Occupational Therapist				
Beth Kern				
	Contract	**SASED**		SASED Salary
Hourly rate	$80.00	$47.44	(Estimate)	Masters Step 11
Benefits	$0.00	$22,000.00		185 days/7.5 hours
Annual amount paid	$111,000.00	$71,735.00		$71,735.00
Buy-out amount		$7,500.00		
TOTAL	$111,000.00	$101,235.00		Break even by year 2

School Association for Special Education in DuPage

To: Board of Control
From: Julie Grohn, Director of Human Resources
Date: April 26, 2023
Re: Foxhire/Pedistaff Contract Buy-Out

Purpose: Contract buy-out for Occupational Therapist through Foxhire/Pedistaff

Background: SASED has worked with **Emily Malone** as a contractor with Foxhire/Pedistaff. We are requesting that the administration buy-out her contract with Foxhire/Pedistaff. The buy-out is $10,000 (Below is an estimate)

Next Steps: Approval to buy-out the contract for **Emily Malone** with Foxhire/Pedistaff.

School Occupational Therapist				
Emily Malone				
	Contract	**SASED**		SASED Salary
Hourly rate	$73.00	$47.44	(Estimate)	Masters Step 3
Benefits	$0.00	$22,000.00		185 days/7.5 hours
Annual amount paid	$101,287.50	$58,316.00		$58,316.00
Buy-out amount		$10,000.00		
TOTAL	$101,287.50	$90,316.00		Break even by year 2

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Keeneyville School District #20,** DuPage County, Illinois, having its principal offices at 5540 Arlington Drive East, Hanover Park, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

Two MN classrooms at Waterbury School, 355 S Rodenburg Rd, Roselle, IL

including all furnishings and ordinary school equipment present in said one (1) double classroom as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

Location		
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	Two MN classrooms at Waterbury School	**$46,000.00**
	TOTAL	**$46,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2024, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may

agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. **LIABILITY INSURANCE AND INDEMNIFICATION:** Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a $1,000,000 per occurrence limit, $2,000,000 General Aggregate and $500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 6th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 20
5540 Arlington Drive East
Hanover Park, IL 60133

By:

_____
Its President

ATTEST:

_____
Secretary

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

_____
SASED Executive Director

ATTEST:

_____
SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Winfield School District #34,** DuPage County, Illinois, having its principal offices at 0S150 Winfield Road, Winfield Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

One office space at Winfield Central School, 0S150 Park Street, Winfield, IL
One MN classroom at Winfield Central School, 0S150 Park Street, Winfield, IL
Two MN classrooms at Winfield Primary School, 0S150 Winfield Rd, Winfield, IL

including all furnishings and ordinary school equipment present in said four (4) classrooms and one (1) office space as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)	One office space at Winfield Central School	**$12,000.00**
LEVEL #3 (Classroom)	Two MN classroom at Winfield Primary School	**$46,000.00**
	One MN classroom at Winfield Central School	**$23,000.00**
	TOTAL	**$81,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2024, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14

days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. **LIABILITY INSURANCE AND INDEMNIFICATION:** Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a $1,000,000 per occurrence limit, $2,000,000 General Aggregate and $500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board

members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern

District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 6th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 34
0S150 Winfield Road
Winfield, IL 60190

By: _____
Its President

ATTEST: _____
Secretary

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By: _____
SASED Executive Director

ATTEST: _____
SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Salt Creek School District #48,** DuPage County, Illinois, having its principal offices at 1110 S. Villa Avenue, Villa Park, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

Two VI classrooms at Salt Creek Primary School, 980 S. Riverside Drive Elmhurst, IL
One VI classroom at Albright Middle School, 1110 S. Villa Avenue, Villa Park, IL
One VI classroom at Stella May Swartz School, 17W160 – 16th Street, OakBrook Terrace, IL
One VI classroom equivalent for office space at Albright Middle School, 1110 S. Villa Avenue, Villa Park, IL
One classroom equivalent for office space at Stella May Swartz School, 17W160 – 16th Street, Oakbrook Terrace, IL
One Autism classroom at Stella May Swartz School, 17W160 – 16th Street, Oakbrook Terrace, IL

including all furnishings and ordinary school equipment present in said seven (7) classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

Location

LEVEL #1 (Storage)

LEVEL #2 (Office Space)

LEVEL #3 (Classroom)	2 VI Classrooms at Salt Creek Primary School	**$46,000.00**
	1 VI Classroom Albright Middle School	**$23,000.00**
	1 VI Classroom at Stella May Swartz School	**$23,000.00**
	1 VI classroom/office at Albright Middle School	**$23,000.00**
	1 Autism classroom at Stella May Swartz School	**$23,000.00**
	1 VI/Autism classroom/office at Stella May Swartz School	**$23,000.00**
	TOTAL	**$161,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2024, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. LIABILITY INSURANCE AND INDEMNIFICATION: Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a $1,000,000 per occurrence limit, $2,000,000 General Aggregate and $500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given

at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff

meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 19th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 48
1110 S. Villa Avenue
Villa Park, IL 60181

By:

_____
Its President

ATTEST:

_____
Secretary

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

_____
SASED Executive Director

ATTEST:

_____
SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Downers Grove School District #58,** DuPage, Illinois, having its principal offices at 2300 Warrenville Rd, Suite 200 NE, Downers Grove, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

Two MN classrooms at Kingsley School, 6509 Powell, Downers Grove, IL
Two MN classrooms at O'Neill Middle School, 635 – 59th Street, Downers Grove, IL
One MN classroom at Hillcrest School, 1435 Jefferson Ave., Downers Grove, IL

including all furnishings and ordinary school equipment present in said five (5) classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. **TERM:** This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	**Two MN classrooms at Kingsley School**	**$46,000.00**
	Two MN classrooms at O'Neill Middle School	**$46,000.00**
	One MN classroom at Hillcrest School	**$23,000.00**
	TOTAL	**$115,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2024, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the

meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. **LIABILITY INSURANCE AND INDEMNIFICATION:** Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a $1,000,000 per occurrence limit, $2,000,000 General Aggregate and $500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 6th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. #58
2300 Warrenville Road, Suite 200 NE
Downers Grove, IL 60515

By:

_____
Its President

ATTEST:

_____
Secretary

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

_____
SASED Executive Director

ATTEST:

_____
SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Maercker School District #60,** DuPage County, Illinois, having its principal offices at 1 S. Cass Avenue, Suite 202, Westmont, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

One Autism classroom at Maercker School, 5827 S. Cass Avenue, Westmont, IL
Two Autism classrooms at Holmes School, 5800 Holmes Avenue, Clarendon Hills, IL
One MN classroom at Holmes School, 5800 Holmes Avenue, Clarendon Hills, IL
One Sensory classroom at Holmes School, 5800 Holmes Avenue, Clarendon Hills, IL

including all furnishings and ordinary school equipment present in said five (5) classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	One Autism classroom at Maercker School	**$23,000.00**
	Three Autism classrooms at Holmes School	**$69,000.00**
	One Sensory Classroom at Holmes School	**$23,000.00**
	TOTAL	**$115,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2024, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the

meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. **LIABILITY INSURANCE AND INDEMNIFICATION:** Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a $1,000,000 per occurrence limit, $2,000,000 General Aggregate and $500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that

it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 6th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 60
1 S. Cass Avenue, Suite 202
Westmont, IL 60559

By: _____
Its President

ATTEST: _____
Secretary

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By: _____
SASED Executive Director

ATTEST: _____
SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Cass School District #63,** DuPage County, Illinois, having its principal offices at 8502 Bailey Road, Darien, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

Two Autism classrooms at Cass Jr. High School, 8502 Bailey Road, Darien, IL
Two MN classrooms at Concord Elementary School, 1019 Concord Place, Darien, IL

including all furnishings and ordinary school equipment present in said four (4) classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	Two Autism classrooms at Cass Jr High School	**$46,000.00**
	Two MN classrooms at Concord Elem. School	**$46,000.00**
	TOTAL	**$92,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2024, to the principal office of Lessor as stated above or at such other address as

Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties

are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. **LIABILITY INSURANCE AND INDEMNIFICATION:** Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a $1,000,000 per occurrence limit, $2,000,000 General Aggregate and $500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for

the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 6th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 63
8502 Bailey Road
Darien, IL 60561

By: _____
Its President

ATTEST: _____
Secretary

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By: _____
SASED Executive Director

ATTEST: _____
SASED Interim Dir. of Business Svs/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Center Cass School District #66,** DuPage County, Illinois, having its principal offices at 699 Plainfield Road, Downers Grove, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

Two MN classrooms at Prairieview School, 19W231 Plainfield Road, Downers Grove, IL

including all furnishings and ordinary school equipment present in said two (2) classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	Two MN classrooms at Prairieview School	**$46,000.00**
	TOTAL	**$46,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2024, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. LIABILITY INSURANCE AND INDEMNIFICATION: Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a $1,000,000 per occurrence limit, $2,000,000 General Aggregate and $500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 6th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 66
699 Plainfield Road
Downers Grove, IL 60516

By: Liane Rao
Its President

ATTEST: Beth Burke
Secretary

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By: _____
SASED Executive Director

ATTEST: _____
SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **DuPage High School District #88,** DuPage County, Illinois, having its principal offices at 2 Friendship Plaza, Addison, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

Three MN classrooms at Willowbrook High School, 1250 S. Ardmore, Villa Park, IL
Three VI classrooms at Addison Trail High School, 213 N. Lombard Rd., Addison, IL

including all furnishings and ordinary school equipment present in said six (6) classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	Three MN classrooms at Willowbrook High School	**$75,000.00**
	Three VI classrooms at Addison Trail High School	**$75,000.00**
	TOTAL	**$150,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before

January 1, 2024, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform

Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT: Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. **LIABILITY INSURANCE AND INDEMNIFICATION:** Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a $1,000,000 per occurrence limit, $2,000,000 General Aggregate and $500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their

own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 6th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 88
2 Friendship Plaza
Addison, IL 60101

By:

Its President

ATTEST:

Secretary

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

SASED Executive Director

ATTEST:

SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Westmont School District #201,** DuPage County, Illinois, having its principal offices at 133 S. Grant St., Westmont, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

One DHH classroom at Westmont Jr. High School, 944 N. Oakwood Dr., Westmont, IL
One classroom (office space) at Westmont Jr. High School, 944 N. Oakwood Dr., Westmont, IL

including all furnishings and ordinary school equipment present in said two (2) classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2023 and continuing until August 10, 2024. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2024. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2024 and the Lessor shall accept or decline the renewal request by April 21, 2024 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2023 through August 10, 2024) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	One DHH classroom at Westmont Jr. High School	**$23,000.00**
	One classroom (office space) at Westmont Jr. High School	**$23,000.00**
TOTAL		**$46,000.00**

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2024, to the principal office of Lessor as stated above or at such other address as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in

good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event, the Parties may agree to submit the dispute to mediation or arbitration.

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IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 6th day of April, 2023.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 201
133 S. Grant St.
Westmont, IL 60559

By: _____
Its President

ATTEST: _____
Secretary

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By: _____
SASED Executive Director

ATTEST: _____
SASED Director of Business Services/CSBO