Board of Control Meeting
February 23, 2022
SASED Administrative Center
2900 Ogden
Lisle, IL 60532
5:30 PM

MINUTES

Dr. Matt Rich, Chairperson, called the meeting to order at 6:30 p.m. and welcomed those in attendance.

Roll call was taken with the following responding:

Present:	**District**	**Representative**
	Keeneyville School District #20	Terry Walloch
	Benjamin School District #25	Jack Buscemi
	West Chicago Elementary School District #33	Dr. Kristina Davis
	Winfield School District #34	Dr. Matt Rich
	School District #45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District #48	Raymond 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. Thomas Schneider
	Westmont Community Unit School District #201	Leah Conover
	Lisle Community Unit Schoo1 District #202	Wendy Nadeau
	Elmhurst Community Unit School District #205	Dr. Keisha Campbell

Absent:

Present: …… Districts Absent: …… Districts

Also in attendance:

Dr. Melinda McGuffin, Executive Director, SASED
Don Robinson, Treasurer and Director for Business, SASED
Dr. Kennedi Strickland Dixon, Director for Programs & Services, SASED
Julie Grohn, Director for the Human Resource Department, SASED
Christine Martin, Asst. Director for Programs & Services, SASED
Anita Howard, Recording Secretary, SASED

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**

3. **Public Comment**
4. **Consent Agenda**
   a. Approve Minutes of the January 26, 2022 open session meeting 3
   b. Personnel Recommendations
      1) Accept/Approve the Resignations, Retirement and Appointment of Educational Support Personnel and Appointments of Contracted Licensed and Educational Support Personnel as presented. 10
   c. Accept the Financial Reports
      1) Treasurers Report--January 2022 12
      2) Revenue & Expenditure Reports--January 2022 15
      3) Gross Payrolls--January 2022 19
      4) Interim Payrolls--January 2022 21
      5) Bill List--January 2022 24
      6) Interim Checks--January 2022 40
   d. Approve SOPPAS for:
      1) Community HSD 99/Screencastify 46
      2) Everyday Speech, LLC 47
   e. Approve storage container rental 71
   f. Approve contract for professional development with Illinois Safe Schools Alliance 72
   g. Approve IEMA vaccination clinic agreement 78
   h. Approve destruction of August 23, 2020 closed session minutes
5. **Discussion Without Action**
   a. Executive Director Evaluation
   b. Enrollment Update 84
   c. Board Committee Updates 86
6. **Discussion with Action**
   a. Approve FY23 Tuition and Fee rates 87
   b. Approve intergovernmental agreement with CCSD 89 92
   c. Approve Konica Minolta Agreement 102
   d. Approve purchase of tokens for Multi-Factor Authentication (MFA) 103
   e. Authorize E-rate Agreements and Filings 104
   f. Approve Return to Learn Update 105
   g. Adopt TRS Supplemental Savings Plan Resolution 118
7. **Adjournment**

_____ _____

Chairperson Secretary

Board of Control Meeting—Joint meeting with Governing Board
January 26, 2022
Southeast Alternative School--Gym
6S331 Cornwall
Naperville, IL 60540

MINUTES

Dr. Matt Rich, Chairperson, called the meeting to order at 6:32 p.m. 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
	West Chicago Elementary School District #33	Dr. Kristina Davis
	Winfield School District #34	Dr. Matt Rich
	School District #45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District #48	Raymond 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 #99	Joanna Vazquez Drexler
	Community Consolidated School District #180	Dr. Thomas Schneider
	Westmont Community Unit School District #201	Leah Conover
Absent:	DuPage High School District #88	Dr. Jean Barbanente
	Community High School District #94	Lynn Casey-Maher
	Lisle Community Unit Schoo1 District #202	Steven Lesniak
	Elmhurst Community Unit School District #205	Dr. Keisha Campbell

Present: 14 Districts Absent: 4 Districts

Also in attendance:

Dr. Melinda McGuffin, Executive Director, SASED
Don Robinson, Treasurer and Director for Business, SASED
Dr. Kennedi Strickland Dixon, Director for Programs & Services, SASED
Christine Martin, Asst. Director for Programs & Services, SASED
Anita Howard, Recording Secretary, SASED

1. **Pledge of Allegiance**
2. Public Hearing for E-Learning Program was opened at 6:35 p.m.
   a. E-Learning Presentation—Dr. McGuffin shared that administration worked with employees and unions in completing the e-learning plan which is a subset of the remote learning plan. It is not clear if Cooperatives are required by school code to follow the same rules as districts. SASED has been

engaged in the process because of the impact of districts who have adopted e- learning at SASED host districts. Any closure decision will follow the same as our host districts. Independent decisions will be made for Southeast School and the Transition program.

b. E-Learning Public Comments--none

c. Adjournment—Motion made by Member Ruggio, seconded by Member Cross to adjourn the public hearing at 6:40 p.m. Upon voice vote, motion carried.

3. Audit Presentation— Matt Beran, partner with the audit firm, Lauterbach & Amen, LLP, shared this was the first year doing SASED's audit and it went very well. They gave an unmodified opinion. There were no internal control findings. There were three recommendations for FY22 and the firm will work with Don Robinson to implement all three, including;
   - Implementing GASB Statement No. 87, regarding leases, as required for the year ending June 30, 2022
   - Adopting a Fund Balance Policy
   - Adopting a Capital Asset Policy

   There was discussion about the fund balance and cash reserve levels, and the belief they are too high. The administration agrees and has committed to creating a multi-year plan beginning FY24 to reduce SASED's cash holdings and to simplify the billing process.
4. FY23 Budget Presentation— Don Robinson shared he anticipates having a different budget process next year and will have more precise information towards May of this year to finalize the FY23 budget. Impacts on the budget include the continued staffing shortages which have resulted in increased use of contracted services as well as looking at consolidating some classrooms. There was discussion regarding changing the budget calendar to have information of what programs/services districts need prior to developing a budget without that information and needing to revise. Other discussion included given SASED's fund balance, it would be better to have a tuition decrease as opposed to an increase. There was clarification on what comprises capital outlay and it was noted COVID emergency funds from the FCC were utilized to subsidize technology purchases.
5. FY22 Amended Budget Presentation— The FY23 budget anticipated lower expenditures than the FY22 budget. The School Code does not allow expenditures to exceed budget. An amended budget should avoid this violation. The process will require the same steps as the annual budget adoption, including a public display and a separate budget hearing. Upon obtaining further data, adjustments will be made and brought to the Board for approval.
6. **Public Comment--none**
7. **Consent Agenda**

Motion made by Member Cross, seconded by Member Conover to approve the consent agenda items as presented.

a. Approved Minutes of December 8, 2021 Board of Control meeting and November 10, 2021 finance committee meeting

b. Personnel Recommendations

1) Accepted/Approved the Resignations, Retirements, Appointments of Educational Support Staff, Licensed Staff, Registered Staff and Contracted Staff as presented.

c. Accepted the Financial Reports

1) Treasurers Report--December 2021
2) Revenue & Expenditure Reports--December 2021
3) Gross Payrolls--December 2021; $1,679,794.72
4) Interim Payrolls--December 2021; $625,626.61
5) Bill List--December 2021, January 2022: $ 1,139,803.54
6) Interim Checks--December 2021; $448,269.56

d. Accepted the Annual Financial Audit Results

e. Approved contract for sign language interpreting services

f. Conducted Second Reading/Adopted Substantive Changes/New Policies:
2:110, Qualifications, Term, and Duties of Board Officers
2:120, Board Member Development
2:150, Committees

2:220, School Board Meeting Procedure
2:260, Uniform Grievance Procedure
3:40, Executive Director
4:60, Purchases and Contracts
4:160, Environmental Quality of Buildings and Grounds
4:170, Safety
5:20, Workplace Harassment Prohibited
5:30, Hiring Process and Criteria
5:50, Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition
5:90, Abused and Neglected Child Reporting
5:100, Staff Development Program
5:120, Employee Ethics; Conduct; and Conflict of Interest
5:125, Personal Technology and Social Media; Usage and Conduct
5:150, Personnel Records
5:184, Leaves, Holidays, and Vacations
5:185, Family and Medical Leave
5:260, Student Teachers
6:50, School Wellness
6:60, Curriculum Content
6:120, Education of Children with Disabilities
6:180, Extended Instructional Programs
6:340, Student Testing and Assessment Program
7:70, Attendance and Truancy
7:80, Release Time for Religious Instruction/ Observance
7:160, Student Appearance
7:180, Prevention of and Response to Bullying, Intimidation, and Harassment
7:190, Student Behavior
7:240, Conduct Code for Participants in Extracurricular Activities
7:250, Student Support Services
7:260, Exemption from Physical Education
7:290, Suicide and Depression Awareness and Prevention
7:340, Student Records
4:165, Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors (NEW)
7:315, Restrictions on Publications; High Schools (NEW)

g. Approved Early Choices contractor agreement with Natasha Croff

h. Approved SOPPAS for:

1) Fool Proof Foundation/Belleville Township High School District 201
2) Little Bee Speech/Northwest Suburban Special Education Organization
3) Wallwisher (d.b.a. Padlet)/Grayslake CHSD 127
4) Assistive Ware BV/Naperville Community Unit School District 203
5) Quizziz, Inc./Geneva CUSD 304
6) University of Oregon/SASED

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
West Chicago Elementary School District #33
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Cass School District #63

Center Cass School District #66
Woodridge School District #68
Community High School District #99
Community Consolidated School District #180
Westmont Community Unit School District #201

Nays: None

Absent: DuPage High School District #88
Community High School District #94
Lisle Community Unit Schoo1 District #202
Elmhurst Community Unit School District #205

Ayes: 4 Districts Nays: 0 Districts Absent: 4 Districts

8. **Discussion Without Action**

a. Informational/Correspondence

1) Executive Director Evaluation Process—The evaluation instrument will be sent to the Board members who are to return their response to Chairperson Matt Rich by February 18th. Dr. McGuffin will send her goal attainment update by February 10th.

b. Enrollment Update—Enrollment had a slight decrease, and it is anticipated that numbers will increase in the spring. Administration has received inquiries from outside the cooperative, but spaces are being kept for member districts. Dr. Strickland Dixon has worked with district administrators to streamline the referral process and will be sharing enrollment data directly with districts. As for member districts, it has been a challenging year due to staffing challenges, especially for nurses.

c. Board Committee Updates—The policy updates are completed from the November PRESS update. The finance committee met in January and reviewed tuition billing practices, the FY23 budget and the need to amend the FY22 budget given changes in staffing costs due to COVID and contract settlement. The policy committee will set upcoming dates given the change in board meeting start time to 5:30 p.m.

9. **Discussion with Action**

a. Approve 2022 Extended School Year Tuition and Pay Rates

I move to approve the SASED/DWC ESY/Credit Recovery Program tuition and pay rates as presented. This motion, made by Board Member Buscemi and seconded by Board Member Vazquez Drexler, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
West Chicago Elementary School District #33
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Cass School District #63
Center Cass School District #66
Woodridge School District #68
Community High School District #99
Community Consolidated School District #180
Westmont Community Unit School District #201

Nays: None

Absent: DuPage High School District #88
Community High School District #94
Lisle Community Unit Schoo1 District #202
Elmhurst Community Unit School District #205

Ayes: 4 Districts Nays: 0 Districts Absent: 4 Districts

b. Adopt E-Learning resolution
I move to adopt the SASED E-Learning resolution as presented. This motion, made by Board Member Cross and seconded by Board Member Palmisano, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
West Chicago Elementary School District #33
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Cass School District #63
Center Cass School District #66
Woodridge School District #68
Community High School District #99
Community Consolidated School District #180
Westmont Community Unit School District #201

Nays: None

Absent: DuPage High School District #88
Community High School District #94
Lisle Community Unit Schoo1 District #202
Elmhurst Community Unit School District #205

Ayes: 4 Districts Nays: 0 Districts Absent: 4 Districts

c. Adopt Cooperative Operations during COVID-19 Pandemic resolution
I move to adopt the Cooperative Operations during COVID-19 Pandemic resolution as presented through August 2022. This motion, made by Board Member Vazquez Drexler and seconded by Board Member Ruggio, Passed.

Discussion included if the resolution should be approved again in June and the decision was to go through August 2022.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
West Chicago Elementary School District #33

Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Cass School District #63
Center Cass School District #66
Woodridge School District #68
Community High School District #99
Community Consolidated School District #180
Westmont Community Unit School District #201

Nays: None

Absent: DuPage High School District #88
Community High School District #94
Lisle Community Unit Schoo1 District #202
Elmhurst Community Unit School District #205

Ayes: 4 Districts Nays: 0 Districts Absent: 4 Districts

d. Approve agreement with IASB for policy services in the amount of $7,500

I move to approve the agreement with IASB for policy services in the amount of $7,500 as presented. This motion, made by Board Member Weiss and seconded by Board Member Vazquez Drexler, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
West Chicago Elementary School District #33
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Cass School District #63
Center Cass School District #66
Woodridge School District #68
Community High School District #99
Community Consolidated School District #180
Westmont Community Unit School District #201

Nays: None

Absent: DuPage High School District #88
Community High School District #94
Lisle Community Unit Schoo1 District #202
Elmhurst Community Unit School District #205

Ayes: 4 Districts Nays: 0 Districts Absent: 4 Districts

e. Approve contract addendum with BluePrint Partners SEL for support at Southeast Alternative

School

I move to approve the contract addendum with BluePrint Partners SEL in the amount of $5,000. This motion, made by Board Member Ruggio and seconded by Board Member Conover, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
West Chicago Elementary School District #33
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Cass School District #63
Center Cass School District #66
Woodridge School District #68
Community High School District #99
Community Consolidated School District #180
Westmont Community Unit School District #201

Nays: None

Absent: DuPage High School District #88
Community High School District #94
Lisle Community Unit Schoo1 District #202
Elmhurst Community Unit School District #205

Ayes: 4 Districts Nays: 0 Districts Absent: 4 Districts

10. **Adjournment—*Motion made by Member Conover, seconded by Member Walloch to adjourn the meeting at 7:32 p.m. Upon voice vote, motion carried.***

_____ _____

Chairperson Secretary

PROPOSED PERSONNEL ACTION

1. Resignations/Retirements/Terminations – Educational Support Staff

Name	Position	Funding Source	Initial Employment Date	Last Day Worked	Reason
Castro, Julio	Bus Driver MN Program	Tuition	12/13/2021	1/10/2022	Accepted another position
Cox, Robin	1:1 Teacher Assistant	User Fee Dist. #C212	9/29/2008	5/31/2022	Retiring
DeRosa, Whitney	1:1 Teacher Assistant	User Fee Dist. #C96	8/27/19	3/18/2022	Accepted another position
Moten, Jorie	1:1 Teacher Assistant	User Fee Dist. #C127.5	10/19/2021	2/7/2022	Personal reasons
Pierce, Patrick	1:1 Teacher Assistant	User Fee Dist. #68	11/8/2021	3/3/2022	Personal reasons
Thornton, Andrea	Teacher Assistant/VI Albright	Tuition	11/18/2013	2/16/2022	Accepted another position
Wolf, Jade	Signing Assistant/DHH North School	Tuition	8/11/2021	2/11/2022	Accepted another position

2. Appointments – Educational Support Staff

Name	Position	Funding Source	Initial Employment Date	Hourly Rate	Salary
*Bender, Marie	Teacher Assistant Southeast School	Tuition	9/6/2011	$18.03	

*Rescinding 5/27/2022 retirement due to financial constraints.

3. Appointments – Licensed – Contracted

Newman, Kayla	Teacher DHH Itinerant Soliant	Tuition	04/04/2022	$85.00 (30 hours per week)	

4. Appointments – Educational Support Staff – Contracted

Lane, Michelle	Teacher Assistant STARS/Holmes EDU Healthcare	User Fee Dist. #48	02/22/2022	$45.00	

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

FOR INFORMATION ONLY

1. Leaves of Absences/FMLA – Licensed Staff

Name	Position	Length of Leave
Johnson, Julia	ELL Teacher	2/9/2022 – 2/22/2022
Mohammad, Kayla	SLP/STARS	2/14/2022 – 5/17/2022
Zendol Carr, Jennifer	SLP/DHH	02/14/2022 – Intermittent Leave

2. Leaves of Absences/Unpaid – Licensed Staff

Mohammad, Kayla	SLP/STARS	5/18/2022 – 6/6/2022

2/23/22

School Association for Special Education in DuPage County
Treasurer's Report
January 31, 2022

	A EDUCATION FUND	B SELF FUNDED DENTAL INSUR	C FSA	D SELF FUNDED MEDICAL INSUR	A + B + C + D TOTAL EDUCATION FUND
CASH ACTIVITY REPORT					
Beginning Balance					
Investments	16,772,794.06	358,502.45	(14,897.27)	1,024,550.88	18,140,950.12
December Activity					
Interest Earned	1,297.76				1,297.76
Record Health Fund Transfers	36,633.04	(4,329.99)	(10,208.28)	(22,094.77)	-
Cash Receipts	2,412,317.83	80.72		1,874.09	2,414,272.64
Cash Disbursements - General	(1,082,003.12)		(18,847.24)		(1,100,850.36)
- Payroll	(1,645,956.96)				(1,645,956.96)
Subtotal	(277,711.45)	(4,249.27)	(29,055.52)	(20,220.68)	(331,236.92)
Ending Balance	**16,495,082.61**	**354,253.18**	**(43,952.79)**	**1,004,330.20**	**17,809,713.20**
Investment - Demand Deposit - Fifth Third Bank	7,955,240.43	354,172.46	(25,105.55)	1,002,456.11	9,286,763.45
IL School District Liquid Asset Fund	20,425.43				20,425.43
Fifth Third Securities	8,257,524.32				8,257,524.32
CIT Bank Certificate of Deposit	245,000.00	-	-	-	245,000.00
	16,478,190.18	**354,172.46**	**(25,105.55)**	**1,002,456.11**	**17,809,713.20**

Don Robinson, Treasurer

DuPage West Cook Intergovernmental Agreement with School Association for Special Education in DuPage County as fiscal agent
Treasurer's Report
December 31, 2021

CASH ACTIVITY REPORT

Beginning Balance 12/1/2021	15,214.13
December Activity - Interest Earned	0.31
Ending Balance*	15,214.44

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

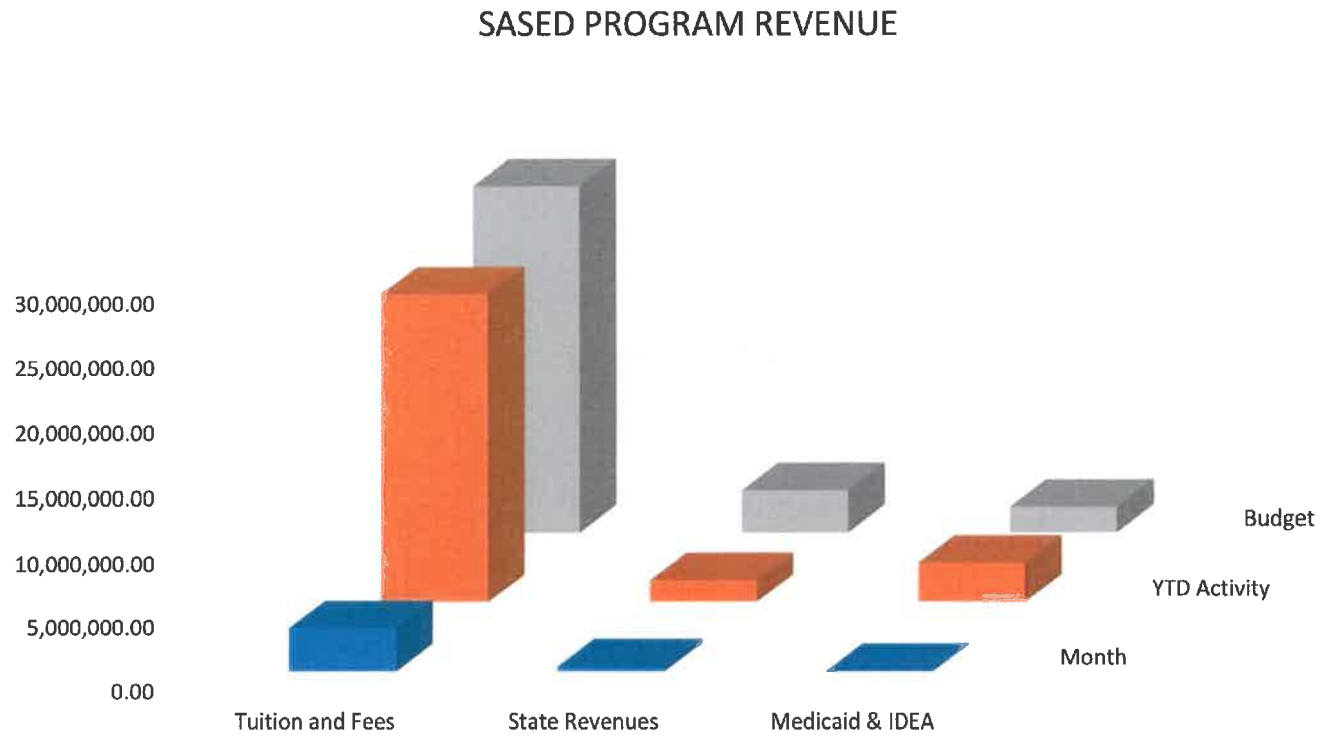
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
SCHEDULE OF INVESTMENTS
January 31, 2022

	AMOUNT	INTEREST RATE	TERM	LOCATION	Security/Collateralization
EDUCATION FUND					
PMA IL School District Liquid Asset Fund					
Depository Accounts - Liquid	**5,210.99**	0.01%	Money Market	ISDLAF	Money Market Mutual Fund
Depository Accounts - Liquid - DuPage West Cook	**15,214.44**	0.01%	Money Market	ISDLAF	Money Market Mutual Fund
	20,425.43				
FIFTH THIRD BANK					
Depository and Demand Deposit Accounts	**7,955,240.43**	0.10%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	**60,007.14**	0.10%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	**1,271,515.88**	0.05%	N/A	Fifth Third Bank	Collateralized Deposit
	9,286,763.45				
FIFTH THIRD SECURITIES					
Federated Hermes Trs Inst	**2,601.02**	0.01%	Money Market	Fifth Third Securities, Custodian	Money Market Mutual Fund
Certificates of Deposit - short-term	**1,714,995.30**	Varies	Various, < 1 yr	Fifth Third Securities, Custodian	FDIC Insured
Certificates of Deposit - long-term	**3,185,000.00**	Varies	Various, > 1 yr	Fifth Third Securities, Custodian	FDIC Insured
U S Treasuries	**2,354,928.00**	Varies	Various	Fifth Third Securities, Custodian	US Gov't. Obligation
U S Agencies	**1,000,000.00**	Varies	Various	Fifth Third Securities, Custodian	"Full faith and credit of US..."
Corporate Bonds	-				
Municipal Bonds	-				
Other assets, including prepaid interest					
	8,257,524.32				
Other					
CIT Bank Certificate of Deposit	**245,000.00**	0.15%	365 days	CIT Bank - matures January 2022	FDIC Insured
	17,809,713.20	**TOTAL**			

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY REVENUE REPORTING
31-Jan-22

SASED PROGRAMS

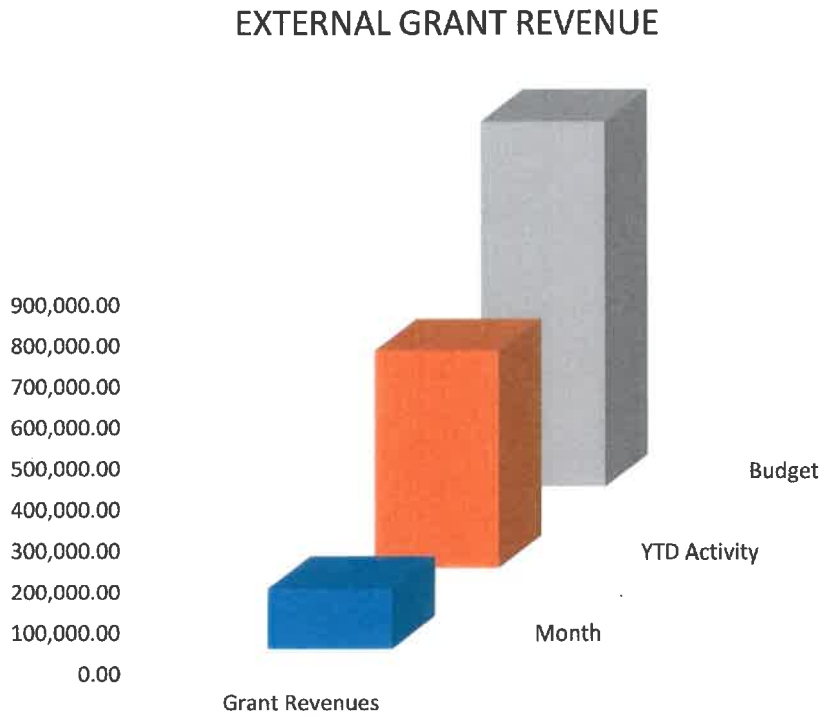
Program	Jan-22 Monthly Activity	2021-22 FYTD Activity	2021-22 Original Budget	% YTD
Tuition and Fees	3,338,309.45	23,735,993.54	26,711,173.00	88.9%
State Revenues	342,748.56	1,703,537.40	3,199,607.00	53.2%
Medicaid & IDEA	193.55	3,041,747.51	1,921,532.00	158.3%
Total	3,681,251.56	28,481,278.45	31,832,312.00	89.5%



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY REVENUE REPORTING
31-Jan-22

EXTERNAL GRANT PROGRAMS

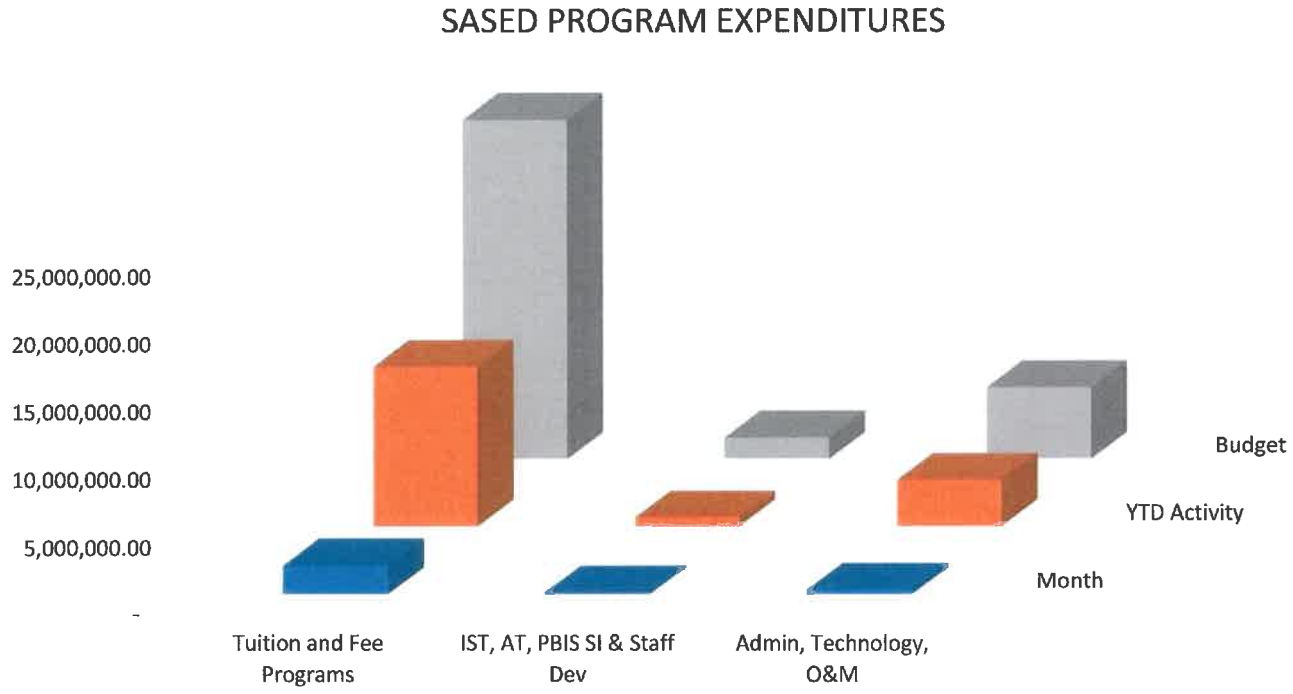
Program	Dec-21 Monthly Activity	2021-22 FYTD Activity	2021-22 Original Budget	% YTD
Grant Revenues	147,507.26	532,753.02	894,487.00	59.6%



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY EXPENDITURE REPORTING
31-Jan-22

SASED PROGRAMS

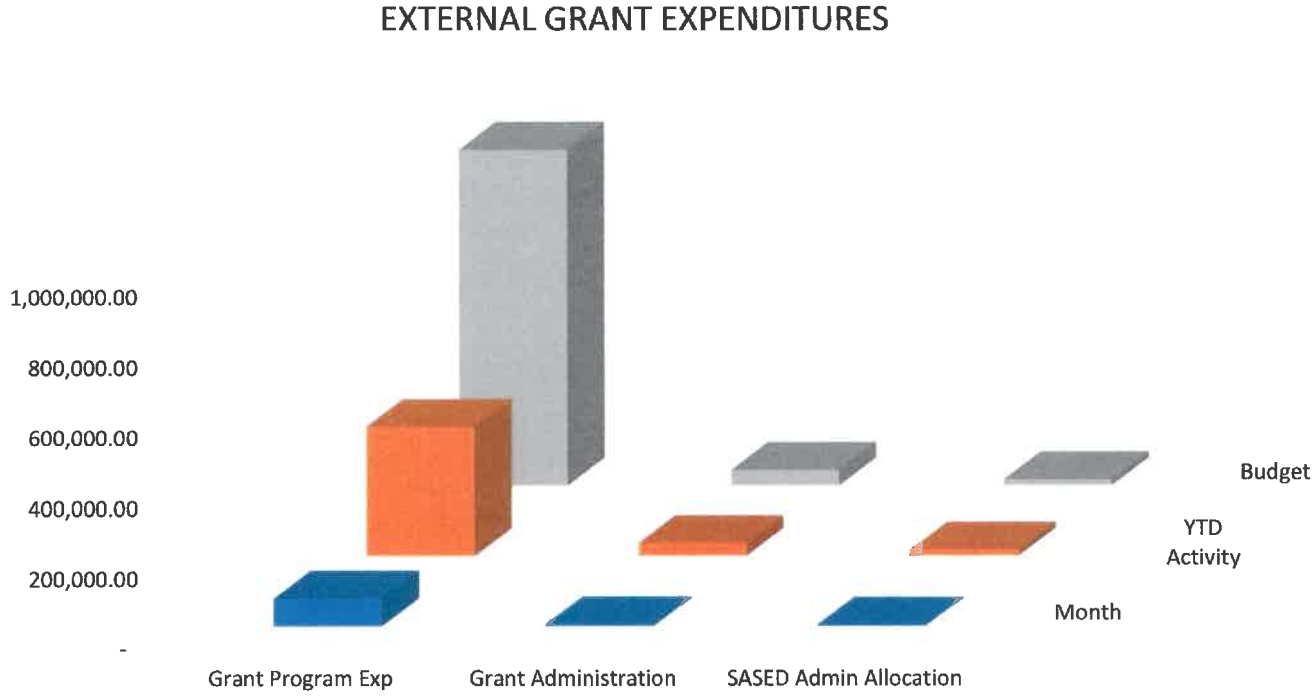
Program	Jan-22 Monthly Activity	2021-22 FYTD Activity	2021-22 Original Budget	% YTD
Tuition and Fee Programs	2,133,515.47	11,857,816.43	24,987,334.00	47.5%
IST, AT, PBIS SI & Staff Dev	120,172.58	655,510.57	1,603,804.00	40.9%
Admin, Technology, O&M	323,577.32	3,427,381.62	5,309,680.00	64.5%
	2,577,265.37	15,940,708.62	31,900,818.00	50.0%



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY EXPENDITURE REPORTING
31-Jan-22

EXTERNAL GRANT PROGRAMS

Program	Jan-22 Monthly Activity	2021-22 FYTD Activity	2021-22 Original Budget	% YTD
Grant Program Exp	79,309.15	370,962.91	959,486.00	38.7%
Grant Administration	3,839.82	37,042.68	45,018.00	82.3%
SASED Admin Allocation	2,487.09	17,739.09	17,270.00	102.7%
Total	85,636.06	425,744.68	1,021,774.00	41.7%



GROSS PAYROLL

January 2022 $1,629,956.96

TOTAL SALARY	:	1,629,956.96
TOTAL DEDUCTIONS	:	583,042.32
TOTAL EMPLOYEES	:	357

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

INTERIM PAYROLL LIABILITIES

January 2022 $625,626.61

1/14/2022 Payroll Accounts Payable Check Register

Check #	Vendor Name	Check Date	Check Amount	
212200442	SASED EDUCATION ASSOCIATION	1/14/2022	$3,415.30	
212200443	SASED SUPPORT STAFF ASSOCIATION	1/14/2022	$1,345.89	
		2 ACH Check(s) For a Total of		$4,761.19
100921	STATE DISBURSEMENT UNIT	1/14/2022	$456.00	
		1 Computer Check(s) For a Total of		$456.00
202100210	CPI QUALIFIED PLAN CONSULTANTS	1/14/2022	$25,063.00	
202100211	ILLINOIS DEPT OF REVENUE	1/14/2022	$32,003.23	
202100214	TEACHERS RETIREMENT (2.2%)	1/14/2022	$2,391.20	
202100215	TEACHERS RETIREMENT SYSTEM	1/14/2022	$37,616.48	
202100216	THIS (TRS HEALTH) FUND	1/14/2022	$6,523.74	
202100217	MB FINANCIAL (FEDERAL)	1/14/2022	$61,463.58	
202100218	MB FINANCIAL BANK (FICA-E)	1/14/2022	$33,072.95	
202100219	MB FINANCIAL BANK (FICA-W)	1/14/2022	$33,072.95	
202100220	THE OMNI GROUP	1/14/2022	$1,808.00	
202100221	TEACHERS RETIREMENT (FED)	1/14/2022	$398.87	
202100222	ILLINOIS DEPT OF REVENUE	1/14/2022	$304.11	
		11 Wire Transfer Check(s) For a Total of		$233,718.11
		2 ACH Checks For a Total of		$4,761.19
		1 Computer Check For a Total of		$456.00
		Total for 14 Manual, Wire Tran, ACH & Computer Checks		$238,935.30
			Net Amount	$238,935.30
10	EDUCATION FUND			$238,935.30

1/31/2022 Payroll Accounts Payable Check Register

Check #	Vendor Name	Check Date	Check Amount	
212200502	SASED EDUCATION ASSOCIATION	1/31/2022	$3,415.30	
212200503	SASED SUPPORT STAFF ASSOCIATION	1/31/2022	$1,345.89	
		2 ACH Check(s) For a Total of		$4,761.19
101007	GLENN STEARNS, CHAP 13 TRUSTEE	1/31/2022	$1,125.00	
101008	STATE DISBURSEMENT UNIT	1/31/2022	$456.00	
101009	UNITED WAY OF NAPERVILLE	1/31/2022	$20.00	
		3 Computer Check(s) For a Total of		$1,601.00
202100212	IMRF (EMPLOYEES CONT)	1/14/2022	$19,657.60	
202100213	IMRF (EMPLOYERS CONT)	1/14/2022	$27,922.47	
202100223	CPI QUALIFIED PLAN CONSULTANTS	1/31/2022	$25,920.24	
202100224	ILLINOIS DEPT OF REVENUE	1/31/2022	$32,709.55	
202100225	IMRF (EMPLOYEES CONT)	1/31/2022	$20,135.07	
202100226	IMRF (EMPLOYERS CONT)	1/31/2022	$28,683.15	
202100227	TEACHERS RETIREMENT (2.2%)	1/31/2022	$2,419.62	
202100228	TEACHERS RETIREMENT SYSTEM	1/31/2022	$38,058.74	
202100229	THIS (TRS HEALTH) FUND	1/31/2022	$6,600.88	
202100230	MB FINANCIAL (FEDERAL)	1/31/2022	$62,874.29	
202100231	MB FINANCIAL BANK (FICA-E)	1/31/2022	$33,924.53	
202100232	MB FINANCIAL BANK (FICA-W)	1/31/2022	$33,924.53	
202100233	THE OMNI GROUP	1/31/2022	$1,808.00	
202100234	TEACHERS HEALTH INSURANCE SECURITY (THIS) FUND	1/31/2022	$435.46	
202100235	ILLINOIS DEPT OF REVENUE	1/31/2022	$301.44	
202100236	TEACHERS RETIREMENT (FED)	1/31/2022	$398.87	
202100237	ILLINOIS DEPT OF REVENUE	1/31/2022	$2.67	
		17 Wire Transfer Check(s) For a Total of		$335,777.11
		2 ACH Checks For a Total of		$4,761.19
		3 Computer Checks For a Total of		$1,601.00
		Total for 22 Manual, Wire Tran, ACH & Computer Checks		$342,139.30
			Net Amount	$342,139.30
10	EDUCATION FUND			$342,139.30

BILLS PAYABLE LIST – SASED PROGRAMS

February 24, 2022 $ 1,127,742.43

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	101027	OFFICE DEPOT	Supplies	154.18
02/24/2022	101027	OFFICE DEPOT	Misc Supplies	174.62
02/24/2022	101027	OFFICE DEPOT	Name stamp for MR at ES (req by SC)	20.99
02/24/2022	101027	OFFICE DEPOT	Supplies	2.65
02/24/2022	101027	OFFICE DEPOT	Supplies	44.26
02/24/2022	101027	OFFICE DEPOT	Classroom Supplies	116.96
			Totals for checks	513.66

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	101033	WINFIELD SCHOOL DIST	FY22 Classroom Lease/Winfield Central School MN (3)	58,000.00
02/24/2022	101033	WINFIELD SCHOOL DIST	SASED Student Meals December 2021	272.00
02/24/2022	101033	WINFIELD SCHOOL DIST	SASED Student Meals November 2021	427.43
02/24/2022	101034	WESTMONT CUSD #201	FY22 Classroom Lease/Westmont Jr. High (Hearing - 5)	98,000.00
02/24/2022	101034	WESTMONT CUSD #201	SASED Student Meals November 2021	936.77
02/24/2022	101034	WESTMONT CUSD #201	SASED Student Meals December 2021	608.77
02/24/2022	101035	COMMUNITY UNIT SCHOO	FY22 BD Assessment Refund	2,000.00
02/24/2022	101036	ADVOCATE OCCUPATIONA	J. Castro, P. Cerney, J. Marchese, J. Payne, K. Smiley (MN)	665.00
02/24/2022	101036	ADVOCATE OCCUPATIONA	D. Hansmeyer	133.00
02/24/2022	101036	ADVOCATE OCCUPATIONA	J. Natzke	133.00
02/24/2022	101037	AMERICANEAGLE.COM, I	Shared Server Hosting and Maintenance	225.00
02/24/2022	101038	ARCON ASSOCIATES	2021 Annual Mobile CR Inspection	1,500.00
02/24/2022	101039	BERWYN GARAGE	Repairs MN02	150.00
02/24/2022	101039	BERWYN GARAGE	Repairs MN04	140.56
02/24/2022	101039	BERWYN GARAGE	Repairs MN01	108.00
02/24/2022	101040	BEST PRICED PRODUCTS	OT PT DYCEM ROLL 16x16	897.92
02/24/2022	101041	CHEM-CARE, INC.	Hand and Surface Wipes	2,590.20
02/24/2022	101041	CHEM-CARE, INC.	Scott Towels	1,098.70
02/24/2022	101043	CREATIVE EXCHANGE	Music Therapy-Addison Trail 1/4, 1/11, 1/18, 1/25	300.00
02/24/2022	101043	CREATIVE EXCHANGE	Music Therapy-Albright 1/11, 1/18, 1/25	225.00
02/24/2022	101043	CREATIVE EXCHANGE	Music Therapy-DHH 1/4, 1/6, 1/11, 1/13, 1/18, 1/20, 1/25, 1/27	600.00
02/24/2022	101043	CREATIVE EXCHANGE	Music Therapy - Salt Creek 1/6, 1/11, 1/13, 1/18, 1/20, 1/20, 1/25, 1/27	525.00
02/24/2022	101043	CREATIVE EXCHANGE	Music Therapy-SE 1/5, 1/12, 1/19, 1/26	900.00
02/24/2022	101043	CREATIVE EXCHANGE	Music Therapy-STARS 1/7, 1/14, 1/21, 1/28	900.00
02/24/2022	101043	CREATIVE EXCHANGE	Music Therapy-Swartz 1/6, 1/11, 1/13, 1/18, 1/20, 1/25, 1/27	525.00
02/24/2022	101043	CREATIVE EXCHANGE	Music Therapy-Transition 1/7, 1/14, 1/21, 1/28	600.00
02/24/2022	101044	DREYER HIGHLAND	Paul Edwards (SE)	140.00
02/24/2022	101044	DREYER HIGHLAND	S. Cuomo	140.00
02/24/2022	101045	EDU HEALTHCARE, LLC	J. Daniels 1/17/22 to 1/21/22 (Vision)	1,589.85
02/24/2022	101045	EDU HEALTHCARE, LLC	J. Daniels 1/20/22 to 1/14/22	1,575.00
02/24/2022	101045	EDU HEALTHCARE, LLC	M. Walsh 1/25/22 to 1/28/22	1,540.00
02/24/2022	101045	EDU HEALTHCARE, LLC	J. Daniels 1/24/22 to 1/28/22	1,575.00
02/24/2022	101047	FOXHIRE, LLC	Beth Kern Week Ending 1/28/22	2,981.25
02/24/2022	101047	FOXHIRE, LLC	Perla Vargas Varela Week	2,737.50

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			Ending 1/28/22	
02/24/2022	101047	FOXHIRE, LLC	Samantha Avgerinos Week Ending 1/28/22	2,737.50
02/24/2022	101047	FOXHIRE, LLC	Jacqueline Rozek Week Ending 1/28/22	2,737.50
02/24/2022	101047	FOXHIRE, LLC	Jacqueline Rozek Week Ending 1/14/22	2,737.50
02/24/2022	101047	FOXHIRE, LLC	Beth Kern Week Ending 1/14/22	2,981.25
02/24/2022	101047	FOXHIRE, LLC	Samantha Avgerinos Week Ending 1/14/22	2,737.50
02/24/2022	101047	FOXHIRE, LLC	Erin Ross Week Ending 1/14/22	2,664.50
02/24/2022	101047	FOXHIRE, LLC	Jacqueline Rozek Week Ending 1/21/22	2,190.00
02/24/2022	101047	FOXHIRE, LLC	Samantha Averinos Week ending 1/21/22	2,190.00
02/24/2022	101047	FOXHIRE, LLC	Erin Ross Week Ending 1/21/22	2,190.00
02/24/2022	101047	FOXHIRE, LLC	Perla Vargas Varela Week Ending 1/21/22	2,190.00
02/24/2022	101047	FOXHIRE, LLC	Beth Kern Week Ending 1/21/22	2,385.00
02/24/2022	101047	FOXHIRE, LLC	Beth Kern Week Ending 2/4/22	2,385.00
02/24/2022	101047	FOXHIRE, LLC	Jacqueline Rozek Week ending 2/4/22	2,190.00
02/24/2022	101047	FOXHIRE, LLC	Samantha Avgerinos Week Ending 2/4/22	2,737.50
02/24/2022	101047	FOXHIRE, LLC	Perla Vargas Varela Week ending 2/4/22	2,737.50
02/24/2022	101048	FUN AND FUNCTION	OT PT Consumable Supplies	27.94
02/24/2022	101049	HEARTLAND ALLIANCE H	Audiology Interpreting 8/31/21	280.00
02/24/2022	101049	HEARTLAND ALLIANCE H	Audiology/DHH 9/8/21 to 9/27/21	276.50
02/24/2022	101049	HEARTLAND ALLIANCE H	Audiology/DHH 8/18/21 to 8/26/21	40.25
02/24/2022	101049	HEARTLAND ALLIANCE H	Audiology & DHH 12/2/21 to 12/16/21	1,017.50
02/24/2022	101049	HEARTLAND ALLIANCE H	SE12/7/21	14.85
02/24/2022	101049	HEARTLAND ALLIANCE H	DHH 12/2/21 to 12/14/21	173.25
02/24/2022	101049	HEARTLAND ALLIANCE H	Translation into Spanish	65.00
02/24/2022	101049	HEARTLAND ALLIANCE H	Document - English to Spanish	273.00
02/24/2022	101049	HEARTLAND ALLIANCE H	Audiology	2,005.00
02/24/2022	101050	IBM CORPORATION	IBM MaaS360 Management Suite Service Level and User 1/15/22 to 2/14/22	318.94
02/24/2022	101051	JASON JOBB	Mileage Reimbursement 1/5/22 to 1/31/22	135.43
02/24/2022	101052	LARRY ROESCH CHRYSLE	Oil/Filter/Repairs	104.90
02/24/2022	101053	LEARNING WITHOUT TEA	OT PT Assessment Forms	87.89
02/24/2022	101054	MACGILL DISCOUNT MED	Screens for classroom	179.00
02/24/2022	101055	MAXIM HEALTHCARE SER	ERM360-0366 Period Ending 1/22/22	11,219.00
02/24/2022	101055	MAXIM HEALTHCARE SER	ERM360-0366 Period Ending 1/15/22	13,478.20
02/24/2022	101055	MAXIM HEALTHCARE SER	ERM360-0366 Period Ending 1/29/22	13,509.86
02/24/2022	101056	MICROSONIC INC.	M. Fortiz	95.00
02/24/2022	101056	MICROSONIC INC.	T. Groff	104.00

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	101057	MITCHELL I SEROTA &	Actuarial Consulting Fees (2020-21)	3,750.00
02/24/2022	101058	NCS PEARSON	Psych print Protocols - WAIS-IV Record Forms Qty 25 (Print) Product 0158980905	168.50
02/24/2022	101059	NSSEO NORTHWEST SUBU	Professional DeveloOpent Hours (PDs) Teachersm, School Psychologists	15.00
02/24/2022	101060	OCCUPATIONAL TRAININ	Warning Write-On Labels	79.81
02/24/2022	101061	PADDOCK PUBLICATIONS	Public Hearing section 1/13/22	37.95
02/24/2022	101062	PEEBLES, ANETTA	Chewy Mask	15.00
02/24/2022	101063	PLANSOURCE	ACA/PEPM January 2022	1,892.24
02/24/2022	101064	PREFERRED MEAL SYSTE	Transition	2,220.33
02/24/2022	101064	PREFERRED MEAL SYSTE	Southeast	5,000.26
02/24/2022	101065	PROCARE THERAPY	J. Brown 2/21/22 SE/MN	2,282.00
02/24/2022	101065	PROCARE THERAPY	J. Brown 1/10/22 to 1/13/22	1,344.00
02/24/2022	101065	PROCARE THERAPY	82888 Date: 1/28/22 J. Brown and L. Barnes	3,544.00
02/24/2022	101066	PROVANTAGE LLC	Fellowes Aeramax 290 Air Purifier	9,306.00
02/24/2022	101066	PROVANTAGE LLC	Fellowes Aeramax 290 Air Purifier	7,614.00
02/24/2022	101067	PUENTE, CONSUELO	Webinar on Supported Decision Making	125.00
02/24/2022	101068	QUALITY INTEGRATED S	Service Request 20959/Exterior kitchen door at SE	519.49
02/24/2022	101069	SCHOOL NURSE SUPPLY	Child Masks	84.25
02/24/2022	101069	SCHOOL NURSE SUPPLY	Children's Disposable Masks	46.90
02/24/2022	101070	SCHOOL SPECIALTY LLC	OT PT Consumable Supplies	37.39
02/24/2022	101071	SEESAW LEARNING, INC	Student License for Schools 5/1/220to 4/30/23	1,210.00
02/24/2022	101072	SIGN LANGUAGE INTERP	1/12/22	425.25
02/24/2022	101073	SMILEY, KAITLIN	Reimmbursement - Bus License Renewal Fee	4.00
02/24/2022	101074	SOLIANT	1/18/22 to 1/21/22	5,550.00
02/24/2022	101074	SOLIANT	33664 Dates: 1/10/22 to 1/14/22	5,325.00
02/24/2022	101074	SOLIANT	1/24/22 to 1/28/22	7,462.50
02/24/2022	101075	SONOVA USA INC.	Roger Pen Repairs	973.99
02/24/2022	101076	STAMATELOPOULOS, KEL	Mileage Reimbursement 1/5/22 to 1/31/22	78.39
02/24/2022	101077	SUBURBAN DRIVE LINE	Safety Test VI-02	40.00
02/24/2022	101077	SUBURBAN DRIVE LINE	Safety Test TR-04	40.00
02/24/2022	101077	SUBURBAN DRIVE LINE	Safety Test TR-02	40.00
02/24/2022	101077	SUBURBAN DRIVE LINE	Safety Test TR-01	40.00
02/24/2022	101077	SUBURBAN DRIVE LINE	Safety Test TR-05	40.00
02/24/2022	101078	SUPER DUPER	Hearbuilder Subscription	299.00
02/24/2022	101079	THE STEPPING STONES	12/26/21 to 1/8/22	12,880.75
02/24/2022	101079	THE STEPPING STONES	12/12/21 to 12/25/21	16,278.65
02/24/2022	101080	THERAPRO, INC.	OT PT Assessment Forms	2,358.65
02/24/2022	101081	THERAPY SHOPPE	OT PT CONSUMABLE SUPPLIES	481.61
02/24/2022	101082	URBAN, JESSICA	Mileage Reimbursement 1/4/22 to 1/31/22	83.48
02/24/2022	101083	XELLO	Xello/Career Cruising	859.38

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			Subscription	
			Totals for checks	358,488.98

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	212200535	KEENEYVILLE DISTRICT	FY22 Classroom Lease/Waterbury School MN (2)	46,000.00
02/24/2022	212200535	KEENEYVILLE DISTRICT	SASED Student Meals December 2021	311.27
02/24/2022	212200536	DUPAGE COUNTY SCHOOL	SASED Student Meals December 2021 North	1,405.23
02/24/2022	212200536	DUPAGE COUNTY SCHOOL	FY22 Classroom Lease/North School DHH	83,480.59
02/24/2022	212200536	DUPAGE COUNTY SCHOOL	FY22 Classroom Lease/North School MN	23,000.00
02/24/2022	212200537	SALT CREEK SCHOOL DI	Sunbelt Staffing Jan 15, 2022/E. Conroy	181.00
02/24/2022	212200537	SALT CREEK SCHOOL DI	Sunbelt Staffing 1/22/22 E. Conroy	226.25
02/24/2022	212200537	SALT CREEK SCHOOL DI	Sunbelt Staffing 1/29/21 E. Conroy	158.38
02/24/2022	212200537	SALT CREEK SCHOOL DI	Sunbelt Staffing 12/11/21 - School Tele-SLP	135.75
02/24/2022	212200537	SALT CREEK SCHOOL DI	Sunbelt Staffing Jan 8, 2022/E. Conroy	203.63
02/24/2022	212200537	SALT CREEK SCHOOL DI	SASED Student Meals December 2021	1,023.40
02/24/2022	212200538	DOWNERS GROVE DISTRI	FY22 Classroom Lease/MN Kingsley (1), O'Neill (2), El Sierra (1), Hillrest (1)	115,000.00
02/24/2022	212200538	DOWNERS GROVE DISTRI	SASED Student Meals August 2021	138.16
02/24/2022	212200538	DOWNERS GROVE DISTRI	SASED Student Meals September 2021	733.98
02/24/2022	212200538	DOWNERS GROVE DISTRI	SASED Student Meals October 2021	742.61
02/24/2022	212200538	DOWNERS GROVE DISTRI	SASED Student Meals November 2021	708.07
02/24/2022	212200538	DOWNERS GROVE DISTRI	SASED Student Meals December 2021	461.97
02/24/2022	212200539	MAERCKER DISTRICT #6	FY22 Classroom Lease/Autism/Maercker (1), Holmes (3)	92,000.00
02/24/2022	212200539	MAERCKER DISTRICT #6	SASED Student Meals August 2021	12.95
02/24/2022	212200539	MAERCKER DISTRICT #6	SASED Student Meals September 2021	90.67
02/24/2022	212200539	MAERCKER DISTRICT #6	SASED Student Meals October 2021	77.72
02/24/2022	212200539	MAERCKER DISTRICT #6	SASED Student Meals November 2021	73.40
02/24/2022	212200539	MAERCKER DISTRICT #6	SASED Student Meals December 2021	56.13
02/24/2022	212200540	CASS SCHOOL DISTRICT	FY22 Classroom Lease/Cass (Autism-2), Concord (MN-2)	92,000.00
02/24/2022	212200540	CASS SCHOOL DISTRICT	SASED Student Meals November 2021	198.61
02/24/2022	212200540	CASS SCHOOL DISTRICT	SASED Student Meals December 2021	47.49
02/24/2022	212200541	CENTER CASS DISTRICT	FY22 Classroom Lease/MN Prairieiew (2)	46,000.00

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	212200541	CENTER CASS DISTRICT	SASED Student Meals December 2021	168.36
02/24/2022	212200542	WOODRIDGE DISTRICT #	FY22 Classroom Lease/MN Willow Creek School	23,000.00
02/24/2022	212200542	WOODRIDGE DISTRICT #	SASED Student Meals November 2021	69.08
02/24/2022	212200542	WOODRIDGE DISTRICT #	SASED Student Meals December 2021	51.81
02/24/2022	212200543	DUPAGE HS DISTRICT #	FY22 Classroom Lease/Addison Trail (Vision-3)	75,000.00
02/24/2022	212200543	DUPAGE HS DISTRICT #	FY22 Classroom Lease/Willowbrook (MN-3)	75,000.00
02/24/2022	212200544	ELMHURST CUSD #205	FY22 BD Tuition Refund	33,962.00
02/24/2022	212200545	2955, LLC	March 2022 Rent for 2900 Ogden Avenue, Lisle, IL	47,272.02
02/24/2022	212200546	AHN, MAY	Mileage Reimbursement 12/1/21 to 12/17/21	126.54
02/24/2022	212200546	AHN, MAY	Mileage Reimbursement 1/6/22 to 1/28/22	146.11
02/24/2022	212200547	AL WARREN OIL CO., I	1/27/22 Delivery	784.63
02/24/2022	212200547	AL WARREN OIL CO., I	2/3/22 Delivery	366.89
02/24/2022	212200547	AL WARREN OIL CO., I	1/20/22 Delivery	528.22
02/24/2022	212200547	AL WARREN OIL CO., I	C08708 Delivery 2/11/22	768.74
02/24/2022	212200548	ANDERSEN, VERONICA	Mileage Reimbursement 12/6/21 to 12/22/21	69.56
02/24/2022	212200549	BARKER, JANET	Mileage Reimbursement 11/11/21 to 12/14/21	69.50
02/24/2022	212200550	BELL, MATTHEW	Mileage Reimbursement 1/4/22 to 1/31/22	59.85
02/24/2022	212200550	BELL, MATTHEW	Mileage Reimbursement 8/31/21 to 12/16/21	207.61
02/24/2022	212200551	BOCZKOWSKI, DEBRA	Mileage Reimbursement 11/15/21 to 11/30/21	71.01
02/24/2022	212200552	BOLIN, BRIANNE	Mileage Reimbursement 11/1/21 to 11/30/21	114.91
02/24/2022	212200553	BOOTSMA, KRISTY	Mileage Reimbursement 1/5/22 to 1/28/22	86.75
02/24/2022	212200554	BRUSICH, WENDY	Reimbursement - Vision Conference Registration	51.80
02/24/2022	212200555	CARRASQUILLO, ELIZAB	Mileage reimbursement 1/6/22 to 1/31/22	206.81
02/24/2022	212200556	CHAPLIN, KRISTINE	Mileage Reimbusrement 1/5/22 to 1/31/22	138.55
02/24/2022	212200557	CIECKO, ASHLEY	Mileage Reimbursement 1/6/22 to 1/31/22	60.26
02/24/2022	212200558	CREAGAN, HELEN	Mileage Reimbursement 1/3/22 to 1/31/22	105.89
02/24/2022	212200559	CUOMO, SUSAN	Reimbursement Bus Driver Permit	4.00
02/24/2022	212200559	CUOMO, SUSAN	Mileage Reimbursement 1/1/22 to 2/1/22	218.48
02/24/2022	212200560	DARRUS, JULIE	Mileage Reimbursement 11/29/21 to 12/23/21	104.50
02/24/2022	212200561	DIRIENZO, CHRISTINE	Mileage Reimbursem,ent 1/11/22 to 1/27/22	271.86
02/24/2022	212200562	DIXON, KENNEDI	Travel Allowance Februar	400.00

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			2022	
02/24/2022	212200563	DORCHACK, MARIA	Mileage Reimbursement 1/4/22 to 1/31/22	153.33
02/24/2022	212200564	FARRELL, LYSA	Mileage Reimbursement 10/26/21 to 12/21/21	130.53
02/24/2022	212200565	GROHN, JULIE	Reimbursement - Fingerprinting license	65.00
02/24/2022	212200565	GROHN, JULIE	Travel Allowance February 2022	400.00
02/24/2022	212200566	HOFFMAN, MELISSA	Mileage Reimbursement 11/3/21 to 12/8/22	6.05
02/24/2022	212200566	HOFFMAN, MELISSA	Mileage Reimbursement 1/5/22 to 1/18/22	4.21
02/24/2022	212200567	HOMAN, JULIA	Mileage Reimbursement 1/4/22 to 1/31/22	368.47
02/24/2022	212200568	HUNT, KARA	Reimbursement cooking & supplies/Student Supplies	55.87
02/24/2022	212200569	HUNTLEY, EMILEE	Mileage Reimbursement 12/8/21 to 1/31/22	68.87
02/24/2022	212200569	HUNTLEY, EMILEE	Mileage Reimbursement 12/1/21 to 1/27/22	173.88
02/24/2022	212200570	JOHNSON, JULIA	Mileage Reimbursement 1/12/22 to 2/4/22	113.78
02/24/2022	212200571	KADEN, PATRICIA	Mileage Reimbursement 11/1/21 to 11/30/21	70.56
02/24/2022	212200571	KADEN, PATRICIA	Mileage Reimbursement 12/6/21	9.52
02/24/2022	212200572	LAREN, RICHARD	Reimbursement Cooking & Laundry Supplies	95.65
02/24/2022	212200573	LOHRENZ, ASHLEY	Mileage Reimbursement 1/5/22 to 1/28/22	222.67
02/24/2022	212200574	LONG, MARTHA	Mileage Reimbursement 1/3/22 to 1/21/22	20.36
02/24/2022	212200575	MARTIN, CHRISTINE	Travel Allowance February 2022	400.00
02/24/2022	212200576	MCGUFFIN, MELINDA	Travel Allowance February 2022	400.00
02/24/2022	212200577	MOROZ, KRISTYN	Mileage Reimbursement 1/4/22 to 1/27/22	202.06
02/24/2022	212200578	MOYNIHAN, LYNN	Mileage Reimbursement 1/4/22 to 1/31/22	98.16
02/24/2022	212200579	MURPHY, MEGAN	Mileage Reimbursement 1/24/22 to 1/27/22	13.69
02/24/2022	212200580	NATZKE, JENNIFER	Reimbursement Bus Driver Permit	4.00
02/24/2022	212200581	NOWAK, SUSAN	Mileage Reimbursement12/2/21 to 12/15/21	18.48
02/24/2022	212200581	NOWAK, SUSAN	Mielage Reimbursement 1/7/22 to 1/31/22	38.61
02/24/2022	212200581	NOWAK, SUSAN	Mileage reimbursement 11/1/21 to 11/12/22	22.68
02/24/2022	212200582	PADDEN, JODI	Mileage Reimbursement 11/3/21 to 11/18/21	108.08
02/24/2022	212200583	ROBINSON, DONALD	Travel Allowance February 2022	400.00
02/24/2022	212200584	ROSS, KATHLEEN	Mileage Reimbursement 11/4/21 to 12/14/21	107.02

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	212200585	SHANAHAN, KERRY	Mileage Reimbursement 1/4/22 to 1/28/22	313.40
02/24/2022	212200586	SMITH, CLAIRE	Mileage Reimbursement 1/4/22 to 1/27/22	203.66
02/24/2022	212200587	SOBERON, SAMANTHA	Reimbursement - Group & Instructional Materials	56.63
02/24/2022	212200587	SOBERON, SAMANTHA	Mileage Reimbursement 1/3/22 to 1/28/22	38.02
02/24/2022	212200588	STORNELLO, KAREN	Mileage Reimbursement 11/4/21 to 1/28/22	80.73
02/24/2022	212200589	WALSH, ANNA	Mileage Reimbursement 12/6/21 to 12/17/21	56.95
02/24/2022	212200589	WALSH, ANNA	Mileage Reimbursement 1/3/22 to 2/4/22	121.91
02/24/2022	212200590	WHITE, SHEILA	Mileage Reimbursement 1/4/22 to 1/31/22	143.96
			Totals for checks	768,739.79

BILLS PAYABLE LIST – FLOW THROUGH

February 24, 2022 $48,671.12

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	101028	WEST CHICAGO SCHOOL	Medicaid Fee for Service 6/21 to 9/21	17,080.35
02/24/2022	101029	WINFIELD SCHOOL DIST	Medicaid Fee for Service 6/21 to 9/21	128.61
			Totals for checks	17,208.96

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	212200514	KEENEYVILLE DISTRICT	Medicaid Fee for Service 6/21 to 9/21	1,045.82
02/24/2022	212200515	BENJAMIN SCHOOL DIST	Medicaid Fee for Service 6/21 to 9/21	40.10
02/24/2022	212200516	DUPAGE COUNTY SCHOOL	Medicaid Fee for Service 6/21 to 9/21	8,314.08
02/24/2022	212200517	SALT CREEK SCHOOL DI	Medicaid Fee for Service 6/21 to 9/21	196.58
02/24/2022	212200518	DOWNERS GROVE DISTRI	Medicaid Fee for Service 6/21 to 9/21	6,054.32
02/24/2022	212200519	MAERCKER DISTRICT #6	Medicaid Fee for Service 6/21 to 9/21	2,901.13
02/24/2022	212200520	CASS SCHOOL DISTRICT	Medicaid Fee for Service 6/21 to 9/21	253.90
02/24/2022	212200521	CENTER CASS DISTRICT	Medicaid Fee for Service 6/21 to 9/21	50.01
02/24/2022	212200522	WOODRIDGE DISTRICT #	Medicaid Fee for Service 6/21 to 9/21	2,436.55
02/24/2022	212200523	DUPAGE HS DISTRICT #	Medicaid Fee for Service 6/21 to 9/21	387.65
02/24/2022	212200524	COMMUNITY HS DISTRIC	Medicaid Fee for Service 6/21 to 9/21	4,537.23
02/24/2022	212200525	COMMUNITY HS DIST #9	Medicaid Fee for Service 6/21 to 9/21	97.41
02/24/2022	212200526	COMMUNITY CONSOLIDAT	Medicaid Fee for Service 6/21 to 9/21	755.07
02/24/2022	212200527	LISLE CUSD #202	Medicaid Fee for Service 6/21 to 9/21	1,849.27
02/24/2022	212200528	ELMHURST CUSD #205	Medicaid Fee for Service 6/21 to 9/21	2,543.04
			Totals for checks	31,462.16

BILLS PAYABLE LIST – GRANTS

February 24, 2022 $ 19,494.66

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	101030	COMMUNITY SCHOOL DIS	FY22 STEP Grant Wheaton Transition	9,186.03
02/24/2022	101030	COMMUNITY SCHOOL DIS	FY22 DRS STEP COVID Grant Wheaton Transition	3,920.39
02/24/2022	101030	COMMUNITY SCHOOL DIS	FY22 STEP Grant WWSHS	1,020.53
02/24/2022	101030	COMMUNITY SCHOOL DIS	FY22 STEP Grant WNHS	333.38
02/24/2022	101030	COMMUNITY SCHOOL DIS	FY22 STEP COVID Transition	499.85
02/24/2022	101030	COMMUNITY SCHOOL DIS	Fy22 STEP Grant Transition	2,260.64
02/24/2022	101031	SIMPLE MACHINES MARK	EE Module update	78.75
02/24/2022	101032	WROBBEL, TAMMY	Reimbursement - Travel/Phone/Internet	656.51
			Totals for checks	17,956.08

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/24/2022	212200529	BAIN, AMY	Reimbursement - Travel/Phone/Internet/Postage	159.77
02/24/2022	212200530	KREMER, ANN	Reimbursement - Phone/Internet	94.04
02/24/2022	212200531	REISING RECHNER, PAM	Reimbursement - Travel/Phone/Internet	454.51
02/24/2022	212200532	ROPARS, EMILY	Reimbursement - Travel/Phone/Internet/Postage/ Supplies	186.54
02/24/2022	212200533	SCHACKMANN, JULIE	Reimbursement - Travel/Phone/Internet	424.16
02/24/2022	212200534	TOKAT, TALIN	Reimbursement Travel/Phone/Internet	219.56
			Totals for checks	1,538.58

INTERIM CHECKS

January 2022 $ 476,525.04

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
01/06/2022	100913	CONSTELLATION NEW EN	1629898 Service: 11/22/21 to 12/27/21	5,096.91
01/06/2022	100914	KONICA MINOLTA PREMI	500-0601077-000 Dates: 12/22/21 to 1/22/22	2,275.00
01/06/2022	100915	NET56	Monthly billing January 2022	22,413.28
01/06/2022	100915	NET56	Internet Access/Connectivity/Communication Taxes	3,813.37
01/06/2022	100915	NET56	Licenses Comodo certificate Support 12/2/21 to 12/3/22 Idap 12/17/21 to12/18/22	23.90
01/06/2022	100916	T-MOBILE	976288363	611.20
01/06/2022	100917	UNIVERSAL PREMIUM	SN814 Dates: 12/16/21 to 12/31/21	621.00
01/06/2022	100918	VANGUARD ENERGY SERV	400641 Service Period: 11/1/21 to 11/30/21	2,062.50
01/06/2022	100919	VERIZON WIRELESS	480335060-00001 Nov 20 to Dec 19	101.01
01/06/2022	100919	VERIZON WIRELESS	380335400-00001 Nov 20-Dec 19	775.65
01/06/2022	100919	VERIZON WIRELESS	385780586-00001 Nov 20 to Dec 19	3.41
01/06/2022	100919	VERIZON WIRELESS	285824433-00001 Nov 20 to Dec 19	2.83
01/06/2022	100919	VERIZON WIRELESS	680514606-00001 Nov 26 to Dec 25	6.72
01/06/2022	100919	VERIZON WIRELESS	980514589-00002 Nov 17 to Dec 16	5.99
01/06/2022	100919	VERIZON WIRELESS	980338541-00001 Nov 20 to Dec 19	13.71
01/06/2022	100919	VERIZON WIRELESS	480335060-00002 Nov 20 to Dec 19	2.83
01/06/2022	100919	VERIZON WIRELESS	685742208-00001	15.26
01/06/2022	100919	VERIZON WIRELESS	380381311-00001 Nov 14 to Dec 13	56.91
01/06/2022	100919	VERIZON WIRELESS	480514606-00001 Nov 26 to Dec 25	5.16
01/06/2022	100920	VSP OF ILLINOIS, NFP	30079160 December 2021 COBRA	63.58
01/06/2022	100920	VSP OF ILLINOIS, NFP	30079160 December 2021	2,056.94
			Totals for checks	40,027.16

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
01/13/2022	100922	AMERICAN HERITAGE LI	W6508	941.00
01/13/2022	100923	BLUE CROSS BLUE SHIE	84001010002 December 2021	380,533.85
01/13/2022	100924	GUARDIAN	00519548 January 2022	1,146.50
01/13/2022	100925	GUARDIAN - ALTERNATE	00519548 December 20211	21,725.31
01/13/2022	100926	KONICA MINOLTA BUSIN	166679 Period: 12/4/21 to 1/3/22	289.98
01/13/2022	100927	KONICA MINOLTA PREMI	500-054-1958-000 1/26/22	728.71
01/13/2022	100928	NICOR GAS	28-69-21-1000 1 Bill Period: 12/1/21 to 1/1/22	1,019.41
01/13/2022	100929	VERIZON WIRELESS	880335634-00001	2.83
01/13/2022	100929	VERIZON WIRELESS	780335060-00001 Dec 2 to Jan 1	15.48
01/13/2022	100930	VSP OF ILLINOIS, NFP	30079160 January 2022	2,165.17
01/13/2022	100930	VSP OF ILLINOIS, NFP	30079160 January 2022 COBRA	80.17
			Totals for checks	408,648.41

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
01/20/2022	100993	ALLIED BENEFIT SYSTE	A06120 December 2021/ January 2022	879.50
01/20/2022	100994	BENJAMIN, BILL	FIN Reimbursement T. Calvin, C. Lewis	38.65
01/20/2022	100995	DEARBORN NATIONAL LI	F021947-1 February 2022	5,885.40
01/20/2022	100996	GUARDIAN	00519548 February 2022	1,128.96
01/20/2022	100997	ORKIN EXTERMINATING	Service: 12/15/21 and 1/13/22 SE	153.88
01/20/2022	100998	UNIVERSAL PREMIUM	SN814	1,100.38
01/20/2022	100998	UNIVERSAL PREMIUM	Bus #4 Used for District 99	49.85
01/20/2022	100999	VANGUARD ENERGY SERV	400641 December 2021	2,158.09
01/20/2022	101000	WEISS SNOW REMOVAL,	1/15/22 to 1/17/22	875.85
01/27/2022	101001	HOME DEPOT CREDIT SE	6035322005175868 - Black Bags	350.46
01/27/2022	101002	IL DEPT. OF FINANCIA	Fee for CE Sponsor Renewal/Speech and Language Pathologists	250.00
01/27/2022	101003	VERIZON WIRELESS	980514589-00002 Dec 17 to Jan 16	5.66
01/27/2022	101003	VERIZON WIRELESS	380381311-00001	58.18
01/27/2022	101004	WEISS SNOW REMOVAL,	Snow Removal 1/12/22	291.95
01/27/2022	101006	FIFTH THIRD BANK/MAS	MMAP	7,029.44
01/27/2022	101006	FIFTH THIRD BANK/MAS	12/17/21 North Elementary	238.21
01/27/2022	101006	FIFTH THIRD BANK/MAS	Book for Graduating Senior	8.98
01/27/2022	101006	FIFTH THIRD BANK/MAS	New SY Misc Supplies-North (BT)	63.91
01/27/2022	101006	FIFTH THIRD BANK/MAS	Misc. items	309.55
01/27/2022	101006	FIFTH THIRD BANK/MAS	Meal Program Supplies	45.53
01/27/2022	101006	FIFTH THIRD BANK/MAS	Dish Soap for Commercial Kitchen	13.88
01/27/2022	101006	FIFTH THIRD BANK/MAS	Expo Whiteboard Erasers (2), 1 Box of 12 Crayola Black makers & Adjustaview 20 Pocket Document system	90.65
01/27/2022	101006	FIFTH THIRD BANK/MAS	Bluedog Ink order - Toner cartridges	1,052.88
01/27/2022	101006	FIFTH THIRD BANK/MAS	Web Help Desk Per Technician License - Annual Maintenance Renewal	1,233.00
01/27/2022	101006	FIFTH THIRD BANK/MAS	Amazon order	131.98
01/27/2022	101006	FIFTH THIRD BANK/MAS	Helpkidzlearn subscription	299.00
01/27/2022	101006	FIFTH THIRD BANK/MAS	Amazon order	219.20
01/27/2022	101006	FIFTH THIRD BANK/MAS	Ink supplies	1,498.85
01/27/2022	101006	FIFTH THIRD BANK/MAS	Deco Gear 35" Curved Ultrawide E-LED Monitor	389.99
01/27/2022	101006	FIFTH THIRD BANK/MAS	Disposable Gloves	449.70
01/27/2022	101006	FIFTH THIRD BANK/MAS	SC	203.81
01/27/2022	101006	FIFTH THIRD BANK/MAS	AK	149.62
01/27/2022	101006	FIFTH THIRD BANK/MAS	travel for Julie Schackmann	213.12
01/27/2022	101006	FIFTH THIRD BANK/MAS	travel for Julie Schackmann	109.39
01/27/2022	101006	FIFTH THIRD BANK/MAS	travel for PRR	109.39
01/27/2022	101006	FIFTH THIRD BANK/MAS	travel for TW	109.39
01/27/2022	101006	FIFTH THIRD BANK/MAS	Postage	9.05
01/27/2022	101006	FIFTH THIRD BANK/MAS	Julie Schackmann	69.99
01/27/2022	101006	FIFTH THIRD BANK/MAS	Zoom Account	149.90
01/27/2022	101006	FIFTH THIRD BANK/MAS	IPass Tolls	123.00
01/27/2022	101006	FIFTH THIRD BANK/MAS	District 94 I-IPass Tolls	60.00

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			December	
01/27/2022	101006	FIFTH THIRD BANK/MAS	District 99 I-Pass Tolls	117.00
			Decembr	
			Totals for checks	27,725.22

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
01/20/2022	212200498	GOES, JENNIFER	FIN Reimbursement L. Bacon, S. Horton, Z. Pacino-Delgado	60.00
01/20/2022	212200499	SOBERON, SAMANTHA	Reimbursement - Group Materials	26.25
01/20/2022	212200500	THOMPSON, BRIDGET	FIN Reimbursement A. Eapen, E. Nono	11.49
01/20/2022	212200501	ZACHARSKI, LAURA	FIN Reimbursement R. Mayuga, H. Dooley	26.51
			Totals for checks	124.25

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EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Community High School District 99 ("Originating LEA") which is dated 04/26/2021 , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: privacy@screencastify.com.

PROVIDER: Screencastify, LLC

BY: David Pruitt (DocuSigned by: 028682255AAD446...) Date: 04/26/2021

Printed Name: David Pruitt Title/Position: General Counsel

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Community High School District 99 and Screencastify, LLC

**PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

Subscribing LEA

By: *Mindy McGuffin* Date: 2022-02-04

Printed Name: Mindy McGuffin Title: Executive Director

SCHOOL DISTRICT NAME: School Association for Special Education in DuPage County (SASED)

DESIGNATED REPRESENTATIVE OF LEA:

Name: Mindy McGuffin

Title: Executive Director

Address:

Phone: 630-955-8104

Email: mmcguffin@sased.org

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

School Association for Special Education in DuPage

and

Provider

Everyday Speech, LLC

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between:

[Association for Special Education in D], located at [2900 Ogden ave Lisle, Il 60532] (the "**Local Education Agency**" or "**LEA**") and

[Everyday Speech, LLC], located at [6 Liberty Square #2565, Boston, MA 02109] (the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions.** ***Check if Required***

   ☑ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

   ☑ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**

   ☑ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices**. All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Mindy McGuffin Title: Executive Director

Address: 2900 Ogden Avenue Lisle, Illinois 60532

Phone: 630-955-8104 Email: mmcguffin@sased.org

The designated representative for the Provider for this DPA is:

Name: Caleb Brunell Title: Co-Founder

Address: 6 Liberty Square #2565, Boston MA 02109

Phone: 617-564-3143 Email: purchasing@everydayspeech.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: School Association for Special Education in DuPage

By: _____ Date: 02/04/2022

Printed Name: Mindy McGuffin Title/Position: Executive Director

Provider: Everyday Speech, LLC

By: Caleb Brunell Date: 02/07/2022

Printed Name: Caleb Brunell Title/Position: Co-founder

STANDARD CLAUSES
Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data

2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.

3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C".** In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security**. The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:

(1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

i. The name and contact information of the reporting LEA subject to this section.
ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

(2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

(4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.

2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT “A”

DESCRIPTION OF SERVICES

Everyday Speech provides a comprehensive, online social-emotional learning curriculum called
the "Social-Emotional Learning Platform". The curriculum includes videos, games, activities, and worksheets, and is accessible by purchasing either an annual or monthly subscription.

EXHIBIT "B"
SCHEDULE OF DATA

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

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	✔
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	✔

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

EXHIBIT "C"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

☐ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[ ]

☐ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

☐ Disposition shall be by destruction or deletion of data.

☐ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[ ]

3. Schedule of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable.

☐ By [ ]

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Company Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and School Association for Special Education in DuPage ("Originating LEA") which is dated 02/04/2022, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: purchasing@everydayspeech.com.

PROVIDER: Everyday Speech, LLC

BY: Caleb Brunell Date: 02/07/2022

Printed Name: Caleb Brunell Title/Position: Co-founder

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the School Association for Special Education in DuPage and Everyday Speech, LLC

**PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

Subscribing LEA:

BY:_____ Date:_____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
☑	National Institute of Standards and Technology	NIST Cybersecurity Framework Version 1.1
☐	National Institute of Standards and Technology	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
☑	International Standards Organization	Information technology — Security techniques — Information security management systems (ISO 27000 series)
☐	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
☐	Center for Internet Security	CIS Critical Security Controls (CSC, CIS Top 20)
☐	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit http://www.edspex.org for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G" - **Supplemental SDPC (Student Data Privacy Consortium) State Terms for Illinois**

Version IL-NDPAv1.0a (Revised March 15, 2021)

This **Exhibit G,** Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between School Association for Special Education in DuPage (the "Local Education Agency" or "LEA") and Everyday Speech, LLC (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Compliance with Illinois Privacy Laws.** In performing its obligations under the Agreement, the Provider shall comply with all Illinois laws and regulations pertaining to student data privacy, confidentiality, and maintenance, including but not limited to the Illinois School Student Records Act ("ISSRA"), 105 ILCS 10/, Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), 740 ILCS 110/, Student Online Personal Protection Act ("SOPPA"), 105 ILCS 85/, Identity Protection Act ("IPA"), 5 ILCS 179/, and Personal Information Protection Act ("PIPA"), 815 ILCS 530/, and Local Records Act ("LRA"), 50 ILCS 205/.

2. **Definition of "Student Data."** In addition to the definition set forth in **Exhibit C,** Student Data includes any and all information concerning a student by which a student may be individually identified under applicable Illinois law and regulations, including but not limited to (a) "covered information," as defined in Section 5 of SOPPA (105 ILCS 85/5), (b) "school student records" as that term is defined in Section 2 of ISSRA (105 ILCS 10/2(d)) (c) "records" as that term is defined under Section 110/2 of the MHDDCA (740 ILCS 110/2), and (d) "personal information" as defined in Section 530/5 of PIPA.

3. **School Official Designation.** Pursuant to Article I, Paragraph 1 of the DPA Standard Clauses, and in accordance with FERPA, ISSRA and SOPPA, in performing its obligations under the DPA, the Provider is acting as a school official with legitimate educational interest; is performing an institutional service or function for which the LEA would otherwise use its own employees; is under the direct control of the LEA with respect to the use and maintenance of Student Data; and is using Student Data only for an authorized purpose and in furtherance of such legitimate educational interest.

4. **Limitations on Re-Disclosure.** The Provider shall not re-disclose Student Data to any other party or affiliate without the express written permission of the LEA or pursuant to court order, unless such disclosure is otherwise permitted under SOPPA, ISSRA, FERPA, and MHDDCA. Provider will not sell or rent Student Data. In the event another party, including law enforcement or a government entity, contacts the Provider with a request or subpoena for Student Data in the possession of the Provider, the Provider shall redirect the other party to seek the data directly from the LEA. In the event the Provider is compelled to produce Student Data to another party in compliance with a court order, Provider shall notify the LEA at least five (5) school days in advance of the court ordered disclosure and, upon request, provide the LEA with a copy of the court order requiring such disclosure.

5. **Notices.** Any notice delivered pursuant to the DPA shall be deemed effective, as applicable, upon receipt as evidenced by the date of transmission indicated on the transmission material, if by e-mail; or four (4) days after mailing, if by first-class mail, postage prepaid.

6. **Parent Right to Access and Challenge Student Data.** The LEA shall establish reasonable procedures pursuant to which a parent, as that term is defined in 105 ILCS 10/2(g), may inspect and/or

copy Student Data and/or challenge the accuracy, relevance or propriety of Student Data, pursuant to Sections 5 and 7 of ISSRA (105 ILCS 10/5; 105 ILCS 10/7) and Section 33 of SOPPA (105 ILCS 85/33). The Provider shall respond to any request by the LEA for Student Data in the possession of the Provider when Provider cooperation is required to afford a parent an opportunity to inspect and/or copy the Student Data, no later than 5 business days from the date of the request. In the event that a parent contacts the Provider directly to inspect and/or copy Student Data, the Provider shall refer the parent to the LEA, which shall follow the necessary and proper procedures regarding the requested Student Data.

7. **Corrections to Factual Inaccuracies.** In the event that the LEA determines that the Provider is maintaining Student Data that contains a factual inaccuracy, and Provider cooperation is required in order to make a correction, the LEA shall notify the Provider of the factual inaccuracy and the correction to be made. No later than 90 calendar days after receiving the notice of the factual inaccuracy, the Provider shall correct the factual inaccuracy and shall provide written confirmation of the correction to the LEA.

8. **Security Standards.** The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect Student Data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of the Student Data (a "Security Breach"). For purposes of the DPA and this Exhibit G, "Security Breach" does not include the good faith acquisition of Student Data by an employee or agent of the Provider or LEA for a legitimate educational or administrative purpose of the Provider or LEA, so long as the Student Data is used solely for purposes permitted by SOPPA and other applicable law, and so long as the Student Data is restricted from further unauthorized disclosure.

9. **Security Breach Notification.** In addition to the information enumerated in Article V, Section 4(1) of the DPA Standard Clauses, any Security Breach notification provided by the Provider to the LEA shall include:

a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and

b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

10. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, without regard to any limitation of liability provision otherwise agreed to between Provider and LEA, including but not limited to costs and expenses associated with:

a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;

b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;

c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

d. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or under other State or federal laws.

11. **Transfer or Deletion of Student Data.** The Provider shall review, on an annual basis, whether the Student Data it has received pursuant to the DPA continues to be needed for the purpose(s) of the Service Agreement and this DPA. If any of the Student Data is no longer needed for purposes of the Service Agreement and this DPA, the Provider will provide written notice to the LEA as to what Student Data is no longer needed. The Provider will delete or transfer Student Data in readable form to the LEA, as directed by the LEA (which may be effectuated through Exhibit D of the DPA), within 30 calendar days if the LEA requests deletion or transfer of the Student Data and shall provide written confirmation to the LEA of such deletion or transfer. Upon termination of the Service Agreement between the Provider and LEA, Provider shall conduct a final review of Student Data within 60 calendar days.

If the LEA receives a request from a parent, as that term is defined in 105 ILCS 10/2(g), that Student Data being held by the Provider be deleted, the LEA shall determine whether the requested deletion would violate State and/or federal records laws. In the event such deletion would not violate State or federal records laws, the LEA shall forward the request for deletion to the Provider. The Provider shall comply with the request and delete the Student Data within a reasonable time period after receiving the request.

Any provision of Student Data to the LEA from the Provider shall be transmitted in a format readable by the LEA.

12. **Public Posting of DPA.** Pursuant to SOPPA, the LEA shall publish on its website a copy of the DPA between the Provider and the LEA, including this Exhibit G.

13. **Subcontractors.** By no later than (5) business days after the date of execution of the DPA, the Provider shall provide the LEA with a list of any subcontractors to whom Student Data may be disclosed or a link to a page on the Provider's website that clearly lists any and all subcontractors to whom Student Data may be disclosed. This list shall, at a minimum, be updated and provided to the LEA by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

14. **DPA Term.**

a. **Original DPA.** Paragraph 4 on page 2 of the DPA setting a three-year term for the DPA shall be deleted, and the following shall be inserted in lieu thereof: "This DPA shall be effective upon the date of signature by Provider and LEA, and shall remain in effect as between Provider and LEA 1) for so long as the Services are being provided to the LEA or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first. The Exhibit E General Offer will expire three (3) years from the date the original DPA was signed."

b. **General Offer DPA.** The following shall be inserted as a new second sentence in Paragraph 1 of Exhibit E: "The provisions of the original DPA offered by Provider and accepted by Subscribing LEA pursuant to this Exhibit E shall remain in effect as between Provider and Subscribing LEA 1) for so long as the Services are being provided to Subscribing LEA, or 2) until the DPA is terminated pursuant to Section 15 of this Exhibit G, whichever comes first."

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: “In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate.’

16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.

17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider’s products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.

18. **Student and Parent Access.** Access by students or parents/guardians to the Provider’s programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.

19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.

20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"

Additional Terms or Modifications

Version 1.0

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

ARTICLE V: DATA PROVISIONS

Audits. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA. Provider may use a Third Party hosting or data storage service and any audits of such service shall be subject to the service provider's terms.

Data Security. The Provider agrees to utilize, or to use a Third Party data hosting or storage service that utilizes, administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. If the Provider does not use a commercially recognized Third Party data hosting or storage service, it provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.

SASED - SOPPA DPA V1.0a

Final Audit Report 2022-02-08

Created:	2022-02-07
By:	Priscilia Tjandra (priscilia@everydayspeech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI0rQWafTkVcFZ-nDH7xqidpXBSSH6mGz

"SASED - SOPPA DPA V1.0a" History

Document created by Priscilia Tjandra (priscilia@everydayspeech.com)
2022-02-07 - 10:14:30 PM GMT

Document emailed to Cal Brunell (cal@everydayspeech.com) for signature
2022-02-07 - 10:19:45 PM GMT

Email viewed by Cal Brunell (cal@everydayspeech.com)
2022-02-08 - 8:32:06 PM GMT

Document e-signed by Cal Brunell (cal@everydayspeech.com)
Signature Date: 2022-02-08 - 8:33:10 PM GMT - Time Source: server

Agreement completed.
2022-02-08 - 8:33:10 PM GMT

Adobe Sign

School Association for Special Education in DuPage

To: Board of Control
From: Don Robinson, Direct of Business Services, CSBO
Date: February 23, 2022
Re: Storage Recommendations

Purpose: Revise SASED's storage strategy, create additional storage space, and reduce operating costs.

Background: SASED has insufficient storage space at 2900 Ogden and at Southeast. There are currently three 16x8x8 PODS on the Southeast parking lot primarily used for storing student desks. The storage areas at 2900 are filled and some closets are not able to pass a fire inspection due to items blocking the aisles.

The goal is to eliminate as much stored materials and equipment as possible. In addition, eliminating each PODS would save money. However, some outside storage will still be necessary. Purchasing a shipping container is less expensive than renting a PODS container or a storage locker. Finally, we can sell the container if we ever choose to. Our plan is to begin with one shipping container with the intent of reducing our storage needs through either donating or discarding unneeded materials.

The PODS containers each currently cost $2.908 per year. SASED can purchase a used shipping container for $2,984, including delivery. Its dimensions are 20x8x8, or 25% more space than a PODS unit provides. The investment recovery is approximately one year.

The seller's business is less than 14 miles away. Larry McCarthy and Don Robinson could inspect the unit prior to purchasing. The container could be delivered and set on the back of the 2900 parking lot on Friday, April 1 under Don's supervision. Larry would have three high school students assist him with moving the week of April 18.

Plan at 2900: Beginning now and throughout March, storage areas could be cleared one at a time to an open area. The respective Program Administrator could sort and then mark items for disposal, heated/cooled storage, or outside storage.

Plan at Southeast: The three PODS could be inspected the week of April 18, when Larry's helpers are available to assist with moving. Program Administrators could sort and then mark items for disposal, heated/cooled storage, or outside storage. PODS items identified for moving to 2900 Ogden would be moved that week.

Next Steps: Receive approval to purchase a used shipping container and implement a revised SASED storage plan as described above.

School Association for Special Education in DuPage

To: Board of Control
From: Christine Martin
Date: 2/23/22
Re: Illinois Safe Schools Alliance Workshop

Purpose: To approve a contract for a workshop for school social workers, behavior management specialists, and school psychologists through the Illinois Safe Schools Alliance, a program of Public Health Institute of Metropolitan Chicago

Background: The above workshop is part of an ongoing series of professional development opportunities for school social workers, behavior management specialists, and school psychologists to expand their implementation of trauma-informed and restorative practices. The in-person workshop on Creating Affirming Learning Environments with Q and A for 20-35 licensed and non-licensed staff, will be $1,000 along with reimbursement for travel expenses.

Next Steps: After the workshop, the group will incorporate skills learned into their practice.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between The School Association for Special Education in DuPage County ("SASED"), and Illinois Safe Schools Alliance, a program of Public Health Institute of Metropolitan Chicago ("Contractor") (collectively referred to as "the Parties").

The Parties agree as follows:

1. **SERVICES.** SASED shall engage Contractor to provide the following services as agreed to by SASED and Contractor Appendix A

2. **TERM.** Contractor shall provide services to SASED pursuant to this Agreement during the period from April 25, 2022 ("Agreement Term").

3. **COMPENSATION.** In exchange for the services provided pursuant to Paragraph 1, SASED shall pay Contractor for services as outlined in Appendix A of this agreement. Contractor must submit an invoice or signed "Contractor Request for Payment" form to SASED to initiate payment. Contractor will be issued a Form 1099 and shall be solely responsible for paying all applicable payroll or employment taxes, including but not limited to FICA, federal personal income tax, state personal income tax, and state disability tax.

4. **EXPENSES.** Contractor shall bear all other expenses incurred in the performance of this Agreement unless pre-approved in writing by SASED's Executive Director or designee.

5. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and not an employee of SASED. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Unless otherwise stated in this Agreement, Contractor is not entitled to any of the benefits normally provided to employees of SASED.

6. **CONFIDENTIALITY.** Contractor acknowledges that she/he may have access to information that constitutes "school student records" as defined in the *Illinois School Student Records Act* (105 ILCS 10/1, et seq.) and/or "education records" as defined in the *Family Educational Rights and Privacy Act* ("FERPA," 20 U.S.C. §1232g) and/or "personally identifiable information" as defined in FERPA's implementing regulations (34 CFR §99.3), which information is collectively referred to as "Student Data." With regard to Student Data, Contractor certifies that she/he will comply with all applicable laws, regulations and SASED policies relating to confidentiality, privacy, disclosure and data security. At the conclusion of the Agreement Term, Contractor agrees to return all Student Data to SASED.

7. **OTHER RULES AND POLICIES.** Contractor agrees to abide by any other rules, policies, and procedures as communicated by SASED.

1. TERMINATION. This Agreement may be terminated early for the following reasons:

a. Mutual agreement, with fourteen (14) days' notice;
b. Permanent disability (inability to perform essential job functions with or without accommodation);
c. Death; or
d. Cause.

Termination for cause during the term of this Agreement shall be for any conduct, act, or failure to act by the Contractor, which, at the sole discretion of SASED, is deemed detrimental to the best interests of SASED.

2. RETURN OF PROPERTY. Upon termination or completion of the Agreement Term, Contractor will promptly return to SASED all property belonging to SASED, including without limitation: all computers, technology, office supplies, keys and any other property in any form.

3. CONTINUING OBLIGATIONS. Notwithstanding the termination of this Agreement for any reason, the provisions of Paragraph 6 of this Agreement will continue in full force and effect following such termination.

4. NON-DISCRIMINATION. Contractor agrees that she/he shall not discriminate on the basis of an individual's actual or perceived race, color, creed, religion, religious practice, national origin, ethnic group, sex, gender identity, sexual orientation, political affiliation, age, marital status, military status, veteran status, disability, domestic violence victim status, arrest or conviction record, genetic information or any other status protected by law in its programs and/or activities.

5. LIABILITY. Contractor agrees to indemnify and hold harmless SASED, its employees and agents, against any and all claims, damages, costs, losses, and/or expenses arising from or related to the performance of this Agreement. This includes but is not limited to reasonable attorney's fees**.**

6. WAIVER. The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

7. SEVERABILITY. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

8. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements,

whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both SASED and Contractor.

9. NOTICE. Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

For Contractor: Public Health Institute of Metropolitan Chicago
180 North Michigan Avenue Suite 1200
Chicago, IL 60601

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

10. GOVERNING LAW. The laws and regulations of the State of Illinois shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties.

11. BOARD APPROVAL. This Agreement is subject to the approval of the SASED Board of Control.

THEREFORE, SASED and Contractor now voluntarily and knowingly execute this Agreement.

SASED

By: _____ Date: _____
Executive Director

By: _____ Date: _____
Director of Business Operations

Contractor

_____ Date: February 16, 2022
Representative for Illinois Safe Schools Alliance, a program of Public Health Institute of Metropolitan Chicago

Independent Contractor Agreement – Professional Development
Appendix A

Contractor/Consultant	Illinois Safe Schools Alliance, a program of Public Health Institute of Metropolitan Chicago
Address	180 North Michigan Avenue Suite 1200
Email Address	Chicago, IL 60601
Phone #	

I agree to enter into a contract with SASED in return for a payment in the amount of $1000.00 for the following services**: A 2½ hour In-person workshop of Creating Affirming Learning Environments with Q and A for 20-35 licensed and non-licensed staff, along with reimbursement for travel expenses. This workshop will take place at the following date, time, place:**

- **Date: April 25, 2022**
- **Time: 1:00 pm – 3:30 pm**
- **Location: In-person at SAC 2900 Ogden Ave, Lisle, IL 60532**

Estimated expenses for travel, meals (meals up to $50.00 per day), etc**. 56 miles@ $.585 rate = $ 32.76**

Lodging requested: ____ No **_X_ N/A**

If lodging is needed, SASED will handle reservations and payment (Must be pre-approved on contract).

Would you be willing to have participants contact you electronically after your presentation with follow up questions (e.g., listserv; email)? **_X_ Yes** ___ No

Agreements:
I agree to submit all handouts for said presentation **no less than ten (10) business days prior to the workshop/seminar/event.**

I agree to indemnify and hold harmless, SASED, from all claims, suit, damages, costs, losses, and expenses in any manner arising from, arising out of, or connected with the performance of this agreement.

I agree that I shall not discriminate against any person in regard to this agreement or in the performance of this agreement because of sex, race, creed, color, age, religion, handicap or natural origin.

I understand that I **must submit an invoice including the appropriate purchase order number t**o SASED in order to initiate payment of this contract, and I understand **payment will be** made only **after Board approval**.

This agreement may be terminated/cancelled by either party upon giving the other party fourteen (14) calendar days, written or verbal, notice of said termination/cancellation **unless** the termination/cancellation is due to an act of nature or a life-threatening emergency.

Contractor/Consultant: _____ **Date**: February 16, 2022
(Representative of Illinois Safe School Alliance, a program of Public Health Institute of Metropolitan Chicago)

SASED Admin Signature	**Date**
SASED Executive Director	**Date**
Account Code: 10E605 2210 3112 01 462000	**PO# 3062200028**

Illinois Safe Schools Alliance
Professional Development Scope of Services Agreement

Thank you for partnering with Illinois Safe Schools Alliance, a program of Public Health Institute of Metropolitan Chicago (PHIMC), for your professional development (PD) needs. This is an agreement between The School Association for Special Education in DuPage County (SASED) (partnering organization) and PHIMC based on consultation conversations between Michele Capio (contact at partner organization) and Nicole Mincu, William Collier, and Meghana Menon (ISSA contacts).

Below is a summary of the agreed upon services:

Workshop Information	
Date of service: 4/25/2022	**Time of workshops**: 1 – 3:30
Location of service: SASED building; 900 Ogden Ave, Lisle, IL 60532	
Notes: In-person workshop for ~20-35 people; discussed potential for second workshop either same day or to be scheduled at another time. Michele will confirm this with a minimum of 4 weeks advanced notice.	

Service	Rate
2.5-hour workshop of Creating Affirming Learning Environments with Q & A	$400 per hour x 2.5 hours = $1000
Travel: 56 miles round trip @ $.585/mile rate	$32.76
TOTAL:	$1032.76

Please sign this agreement and return to Alliance PD team at alliance.training@phimc.org.

Partner Organization Contact Info:

_____ _____

Name Date Email

_____ _____

Address Phone Number

PHIMC Internal Use Only:

Description	Intended Audience	Date/Time	Dollar Amount Charged

To: Board of Control
From: Julie Grohn, Director of Human Resources
Date: February 23, 2022
Re: Vaccine Clinic

Purpose:
Partner with IEMA to provide a host site for a vaccination event for SASED staff, students, and families

Background:
Partner with IEMA to provide a vaccination clinic for our SASED staff, students and families. The clinic provides a Pfizer vaccine and Moderna and Pfizer boosters. IEMA is providing adult and pediatric doses at the clinic.

The first clinic was held on February 11, 2022. Nine (9) people attended the February 11, 2022, clinic.

Next Steps:
The second clinic will be held March 4, 2022 from 3:00 p.m.-6:00 p.m. at Southeast Alternative School in the gym.

COVID-19 VACCINATION EVENT
HOSTING AND PARTICIPATION AGREEMENT
BETWEEN
THE ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

This COVID-19 Vaccination Event Hosting and Participation Agreement ("Agreement") is between the Illinois Emergency Management Agency ("IEMA") and **SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY** ("Site Host") based upon the mutual promises contained herein.

WHEREAS, IEMA is considering sites at which COVID-19 vaccinations will be administered to children between the ages of 5 to 22 years and has been asked to offer such services at Site Host's facility located at SOUTHEAST ALTERNATIVE SCHOOL 331. S CORNWALL ROAD, NAPERVILLE, IL 60540 (the "Facility"); and

WHEREAS, IEMA has engaged the services of a third-party vendor ("Vaccination Contractor") to administer COVID-19 vaccinations at the Facility; and

WHEREAS, Site Host desires that IEMA's Vaccination Contractor administer COVID-19 vaccinations to children between the ages of 5 to 22 years at the Facility, subject to appropriate consents from the patient or parent or legal guardian of the patient; and

WHEREAS, the parties hereto both recognize the vital importance of protecting the public health by helping to deliver COVID-19 vaccinations in a safe and effective manner.

NOW, THEREFORE, in consideration of the recitals set forth above and the mutual covenants contained herein, the parties agree as follows:

1. **Responsibilities of Site Host.**

   a. Site Host will provide sufficient staff from Site Host to meet its duties and responsibilities under this Agreement.

   b. In consultation with IEMA and IEMA's Vaccination Contractor, Site Host will provide at no cost to IEMA or IEMA's Vaccination Contractor sufficient space at the Facility on the dates of FEBRUARY 11, 2022 and MARCH 4, 2022 (collectively, these two dates shall constitute the "Vaccination Event"), to accommodate the estimated number of persons who are expected to receive COVID-19 vaccinations during the Vaccination Event. Site Host also will provide a sufficient number of tables and chairs to accommodate the vaccination plan for the estimated number of persons who are expected to receive COVID-19 vaccinations during the Vaccination Event.

c. Except as permitted by the Consent by Minors to Health Care Services Act (410 ILCS 210), regardless whether the parent or legal guardian is present at the time the child is vaccinated, Site Host is solely responsible for obtaining a written informed consent form for immunization with COVID-19 vaccine from the parent or legal guardian ("consent form") for each child under the age of 18 in order for the child to be eligible to receive a COVID-19 vaccination during the Vaccination Event. Site Host is solely responsible for presenting for vaccination only those children for whom the Site Host has obtained a written consent form from the child's parent or legal guardian.

d. If a parent or legal guardian is not present at the Vaccination Event at the time their child is vaccinated by IEMA's Vaccination Contractor, the Site Host, through its authorized representative, will act in loco parentis for the child for purposes of the Vaccination Event if the Site Host has obtained a consent form from the child's parent or legal guardian. The Site Host, through its authorized representative, shall physically accompany each child while the child is at the Vaccination Event unless the child's parent or legal guardian is present.

e. Site Host is solely responsible for (i) correctly identifying the children for whom the Site Host has obtained a signed consent form from a parent or legal guardian; (ii) presenting such children to IEMA's Vaccination Contractor during the Vaccination Event; and (iii) producing a consent form for each child to be vaccinated with a signature from the child's parent or legal guardian. Any quality control or confirmation measures conducted by IEMA and/or IEMA's Vaccination Contractor shall not relieve Site Host of its sole responsibility for properly identifying and presenting the correct children to be vaccinated along with their corresponding signed consent forms.

f. Before the start of the Vaccination Event, Site Host shall produce to IEMA's Vaccination Contractor a roster that, at a minimum, identifies each child for whom the Site Host has obtained a signed consent form for the child to be vaccinated. When presenting a child for vaccination during the Vaccination Event, an authorized representative of Site Host shall provide their initials or signature on the roster to confirm the identity of the child being presented for vaccination and that the School has obtained a signed consent form for the child . The Site Host shall not include the names of any children on the roster for whom the Site Host has not obtained a signed consent form from a parent or legal guardian. If Site Host is unable to confirm the consent of the parent or legal guardian, then the child shall not receive a vaccination at the Vaccination Event unless the parent or legal guardian is present and signs the consent form.

2. Responsibilities of IEMA and IEMA's Vaccination Contractor.

a. IEMA and IEMA's Vaccination Contractor shall provide at no cost to Site Host adequate staffing, vaccine, and vaccine-related supplies to accommodate the number of persons who are expected by IEMA to receive vaccinations during the Vaccination Event.

b. Prior to administering the vaccination to a child presented for vaccination during the Vaccination Event, IEMA's Vaccination Contractor shall confirm that the child's name appears on the roster provided by the Site Host and that the Site Host has confirmed, via a

signature or initial on the roster, that the child being presented for vaccination corresponds with the child identified on the roster .

3. **Term and Termination.**

   a. Unless otherwise terminated as provided herein, the term of this Agreement shall begin upon execution and end upon completion of the Vaccination Event.

   b. Either party may terminate this Agreement, in whole or in part, immediately upon notice if: (i) a party determines that the actions or inactions of a party, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (ii) the Site Host has notified IEMA that it is unable or unwilling to perform.

   c. IEMA may terminate this Agreement, in whole or in part, immediately upon notice.

4. **Authority.** The individual signing this Agreement on behalf of the Site Host represents that the Site Host is authorized to enter into this Agreement and that such individual has the legal authority to execute this Agreement on behalf of the Site Host.

5. **Miscellaneous Provisions.**

   a. Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing and signed by the parties.

   b. Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

   c. Records Retention. The parties shall maintain for a minimum of six (6) years from the conclusion of the Vaccination Event adequate books, records, and supporting documents. Without limiting the generality of the foregoing, for Site Host, adequate books, records and supporting documents shall include (i) the signed consent forms for each child under the age of 18 who receives a COVID-19 vaccination during the Vaccination Event, and (ii) the signed or initialed roster identifying each child for whom the Site Host has obtained a signed consent form for the child to be vaccinated. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

   d. Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other party. This

Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

e. Precedence. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

f. Entire Agreement. This Agreement constitutes the entire agreement between the parties; no promises, terms, or conditions not recited, incorporated, or referenced herein, including prior agreements or oral discussions, shall be binding upon any party.

g. Notices. All written notices, requests and communications may be made via mail or electronic mail to the addresses set forth below.

To IEMA:	Deputy Director Illinois Emergency Management Agency 2200 South Dirksen Parkway Springfield, Illinois 62703
To Site Host:	Dr. Mindy McGuffin, Executive Director School Association for Special Education in Dupage 2900 Ogden Avenue Lisle, Illinois 60532

h. Availability of Appropriations. The parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay for IEMA's obligations; (b) adequate funds are not appropriated or granted to IEMA by the Illinois General Assembly to allow IEMA to fulfill its obligations under this Agreement; or (c) funds appropriated are de-appropriated or not allocated.

i. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

j. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS EMERGENCY MANAGEMENT AGENCY	**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE**
	Mindy McGuffin
Alicia Tate Nadeau	Mindy McGuffin
Director	Executive Director
	M. McGuffin
Designee Signature	Designee Signature
	Mindy McGuffin
Printed Designee Name	Printed Designee Name
	Executive Director
Designee Title	Designee Title
	02/04/2022
Date	Date

SASED Teaching • Leading • Believing ***IATION FOR SPECIAL EDUCATION IN DUPAGE***

To: Board of Control
From: Melinda McGuffin, Executive Director
Date: February 16, 2022
Re: Enrollment

Purpose:
The purpose of this memo is to update the Board of Control regarding SASED enrollment for the current school year.

Background:
The chart below shows the changes in enrollment for each SASED program. Rows highlighted in yellow reflect changes between January 2, 2022 and February 1, 2022. 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**
August, 2021 **(as of 8/26/21)**	60	19	37	98	64	45	15	11	349
September 2021 **(as of 9/7/21)**	63	19	37	100	64	46	15	11	355
October, 2021 (as of 10/1/21)	68	18	38	98	64	46	16	11	359
November, 2021 (as of 11/1/21)	69	16	38	96	65	49	15	11	359
December, 2021 (as of 12/1/21)	71	18	37	94	64	49	15	11	359
January, 2022	66	18	36	91	63	51	14	11	350
February, 2022	66	18	37	93	63	50	14	11	352
Gains **1/2/22-2/1/22**	+5	0	+1	+2	0	+2	0	0	+10
Losses **1/2/22-2/1/22**	-5	0	0	0	0	-3	0	0	-8
Net Change 1/2/22-2/1/22	**0**	**0**	**+1**	**+2**	**0**	**-1**	**0**	**0**	**+2**

SASED Programs - Member & DWC Districts - Student Enrollment - February 1, 2022									
Member District	**Southeast**	**Directions EL, MS, HS**	**STARS**	**Multi Needs**	**Vision**	**DHH**	**Transition**	**Project Search**	**District Total**
20	2			5		1			**8**
25						2			**2**
33	4	1		2		2			**9**
34	2	1	1						**4**
45	7	2		2	1	2			**14**
48	3	1	2	1	1				**8**
58		2	13	16	2	1			**34**
60	2		6	11	1	2			**22**
63	1		4	2		1			**8**
66	1		1	6		2			**10**
68	7	1	5	9					**22**
88		2		5	4		4		**15**
94	6	1		2			3	1	**13**
99	8	2		7	7		1		**25**
180	3	1	4	7	1				**16**
201				5	2	1	3		**11**
202	4	3		9			3		**19**
205	9		1	2	2	3		2	**19**
DWC+ Kane/Will / Kendall	7	1		2	42	33		8	**93**
Total Enrollment	**66**	**18**	**37**	**93**	**63**	**50**	**14**	**11**	**352**

SASED ***IATION FOR SPECIAL EDUCATION IN DUPAGE***
Teaching • Leading • Believing

To: Board of Control
From: Mindy McGuffin, Executive Director
Date: February 23, 2022
Re: Board Committee Updates

Purpose:

The purpose of this memo is to provide an update on the activities of the policy, finance, and negotiation committees.

Protocols Subcommittee
Mrs. Joanna Vazquez-Drexler (99)
Mr. Terry Walloch (D20)
Dr. Mark Cross (D63)
Dr. Andrew Wise (D66)

Policy Committee 2021-2022
Mrs. Joanna Vazquez-Drexler (99)
Dr. Jean Barbanente (88)
Mr. Ray Kielminski (48)
Mrs. Lynn Casey Maher (94)

Upcoming Policy Committee Meeting Dates: April 27(review date and time since Board meetings now begin at 5:30)
Meetings at the SASED Administration Center

Finance Committee 2021-2022
Dr. Matt Rich (34)
Mr. Jack Buscemi (25)
Mr. Tom Ruggio (68)
Mrs. Leah Conover (201)
Mrs. Sue Caddy (Maercker 60)
Mr. Ray Kielminski (48)

Upcoming Finance Committee Meeting Dates: March 9, May 5.
Meetings begin at 5:30 at the SASED Administration Center

Policy Committee: There will be no policy meeting February 23, 2022.
The next policy committee meeting is scheduled for April 27, 2022. Now that Board meetings begin at 5:30 would the board like to keep this date and begin at 4:30 or change to another date? The contract with IASB was returned to IASB and we are beginning preparations with Mr. Boyd Ferguson for the policy manual customization.

Finance committee: No update. The February 9 finance committee meeting was canceled to streamline all of the upcoming items into one meeting on March 9, 2022.

To: Board of Control
From: Don Robinson, Direct of Business Services, CSBO
Date: February 23, 2022
Re: Anticipated Tuition and Fees

Purpose: Approve anticipated Tuition and Fees for FY23

Background: The Board of Control received the Fiscal Year 2022-23 Budget Development Presentation document at its January 26, 2022 meeting. Tuition and Fees increases referenced a range of 2.5 – 3.5%. The recommendation is 3.5%.

The rationale for the high end of the range includes salary costs from the recently settled collective bargaining agreement, strong upward pressure on wages throughout the labor market, a high inflation rate that appears to be decreasing very slowly, and challenges filling open positions, which results in higher usage of contract labor.

Program	FY22 Prebill	FY23 Budget Recommendations	
DWC Visually Impaired	$41,436	$42,886	3.5%
DWC Hearing Impaired	$44,424	$45,979	3.5%
Audiological Evaluation	$775	$802	3.5%
Transition	$41,196	$42,638	3.5%
Project Search	$7,424	$7,684	3.5%
STARS Program	$33,818	$35,002	3.5%
Multi-Needs	$41,934	$43,402	3.5%
Directions	$30,770	$31,847	3.5%
Southeast Alternative School	$33,962	$35,151	3.5%
Southeast Assessment	$2,000	$2,000	0.0%
CIBS	$152/day	$157/day	3.3%
Summer: Credit Recovery	$1,105	$1,105	0.0%
Summer: ESY	$890	$890	0.0%

Itinerant:	FY22 Prebill	FY23 Budget Recommendations	
Hearing Impaired	$3.67/min	$3.80/min	3.5%
Functional Listening Assessment	$219	$227	3.5%
Visually Impaired	$3.67/min	$3.80/min	3.5%
Vision Orientation & Mobility	$1.43/min	$1.48/min	3.5%

Staffing:	FY22 Prebill	FY23 Budget Recommendations	
1:1 Classroom Aide	31,136	32,226	3.5%
1:1 Medical Assistant	58,856	60,916	3.5%
1:1 Interpreter	60,245	62,354	3.5%

OT/PT:	FY22 Prebill	FY23 Budget Recommendations	
LEVEL I	1,135	1,175	3.5%
LEVEL III	2,271	2,350	3.5%
LEVEL III	3,402	3,521	3.5%
LEVEL IV	4,538	4,697	3.5%
LEVEL V	6,806	7,044	3.5%
LEVEL VI	8,978	9,292	3.5%
LEVEL VII	11,343	11,740	3.5%
LEVEL VIII	13,615	14,092	3.5%
LEVEL IX	15,881	16,437	3.5%
LEVEL X	18,151	18,786	3.5%
LEVEL XI	20,416	21,131	3.5%
LEVEL X11	22,688	23,482	3.5%

Next Steps: Approve anticipated FY23 Tuition and Fees recommendations and then begin preparing the FY23 budget.

SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '22 AND FY '23

SCHOOL DISTRICT #

STUDENT PROGRAMS (1)	FY '22 ENROLLMENT AS OF JAN. 2022 AMOUNT PREBILLED # OF STUDENTS ENROLLED (2)	ANTICIPATED FEE/TUITION RATE (3)	ANTICIPATED TOTAL COST (4)	FY '23 RECOMMENDED AMOUNT BUDGETED # OF STUDENTS ENROLLED (5)	ANTICIPATED FEE/TUITION RATE (6)	ANTICIPATED TOTAL COST (7)	FY '22 - FY '23 DIFFERENCE (8)	(A) APPROVE BY INITIALING EACH LINE ITEM (9)
DWC VISUALLY IMPAIRED		$41,436			$42,886			
DWC HEARING IMPAIRED		$44,424			$45,979			
AUDIOLOGICAL TESTING:								
AUDIOLOGICAL EVALUATION		$775		(B)	$802	TBD	N/A	
TRANSITION PROGRAM		$41,196			$42,638			
PROJECT SEARCH		$7,424		TBD	$7,684	TBD	N/A	
STARS PROGRAM		$33,818			$35,002			
MULTI-NEEDS		$41,934			$43,402			89
DIRECTIONS PROGRAM		$30,770			$31,847			
SOUTHEAST ALTERNATIVE SCHOOL		$33,962			$35,151			
SOUTHEAST BUILDING ASSESSMENT		$2,000			$2,000			
CIBS		$152/day		TBD	$157/day	TBD	N/A	
SUMMER SCHOOL		$890			$890			
BD CREDIT RECOVERY		$1,105		TBD	$1,105	TBD	N/A	
OT/PT - ESY						TBD	N/A	
ITINERANT - DIRECT SERVICE/CONSULT SERVICE (IEP):								
- HEARING IMPAIRED		$3.67/min.			$3.80/min.			
- FUNCTIONAL LISTENING ASSESSMENT		$219			$227			
- VISUALLY IMPAIRED		$3.67/min.			$3.80/min.			
- VISION ORIENTATION & MOBILITY		$1.43/min.			$1.48/min.			
TOTAL								

(A) Please complete this column by initialing each line item. Since student enrollment in these programs can change before the start of the school year, the enrollments are estimates. You will only be invoiced for the actual number of days each student is enrolled in SASED's program.

(B) Due to the non-repetitive nature of this service, we cannot project the number of diagnostic tests that your district will require in FY 2023.

(C) Overall program enrollment will impact the final cost. Rates will fluctuate per student at the end of next year based upon actual final costs and final enrollment.

SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '22 AND FY '23

SCHOOL DISTRICT #

OTHER SERVICES (1)	FY '22 RATES # (2)	FY '22 RATES RATE (3)	FY '22 RATES INVOICED TO DISTRICT (4)	FY '23 PROJECTED PARTICIPATION LEVEL # (5)	FY '23 PROJECTED PARTICIPATION LEVEL RATE (6)	FY '23 PROJECTED PARTICIPATION LEVEL INVOICE TO DISTRICT (7)	FY '22 - FY '23 DIFFERENCE (8)	(A) APPROVE BY INITIALING EACH LINE ITEM (9)
ASSISTED TECHNOLOGY (B)								
DAYS PER YEAR		$821			$850			
SCHOOL IMPROVEMENT & IST SERVICES (C)								
DAYS PER YEAR		$876			$907			
POWER IEP BILLING								
TOTAL								

90

(A) Please complete this column by initialing each line item. Since SASED will complete its RIF list and initiate hiring based upon your requests, your district will be required to comply with your selections.

(B) Michele Capio will be assisting you in your selection.

(C) Michele Capio will be assisting you in your selection.

SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '22 AND FY '23

SCHOOL DISTRICT #

OT/PT (1)	FY '22 FEES JANUARY '22 ESTIMATES			FY '23 PROJECTED AMOUNT BUDGETED			FY '22 - FY '23 DIFFERENCE (8)	(A) APPROVE BY INITIALING EACH LINE ITEM (9)
	STUDENTS/FTE'S RECEIVING SERVICES (2)	ANTICIPATED FEE/TUITION RATE (3)	ANTICIPATED TOTAL COST (4)	STUDENTS/FTE'S RECEIVING SERVICES (5)	ANTICIPATED FEE/TUITION RATE (6)	ANTICIPATED TOTAL COST (7)		
LEVEL I		$1,135			$1,175			
LEVEL II		$2,271			$2,350			
LEVEL III		$3,402			$3,521			
LEVEL IV		$4,538			$4,697			
LEVEL V		$6,806			$7,004			
LEVEL VI		$8,978			$9,292			
LEVEL VII		$11,343			$11,740			
LEVEL VIII		$13,615			$14,092			
LEVEL IX		$15,881			$16,437			
LEVEL X		$18,151			$18,786			
LEVELXI		$20,416			$21,131			
LEVELXII		$22,688			$23,482			
NON-IEP SERVICE (CONSULTING) COST (B)								
ESTIMATED EQUIPMENT ALLOCATION			TBD			TBD		
TOTAL								

91

(A) Please complete this column by initialing each line item. Since all the IEP requirements have not yet been established for FY 2023, the number of services required at each level is only an estimate. As IEP's are developed service levels will change.

(B) The consultation rate will be established prior to the beginning of the school year based upon prior year experience and specific additional requests from districts. The consultation rate will not change during the school term.

(C) Sherilyn Genin can be contacted to answer any questions that you may have.

INTERGOVERNMENTAL AGREEMENT
BETWEEN SASED AND NON-MEMBER SCHOOL DISTRICT

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of **CCSD 89** ("School District").

WHEREAS, pursuant to the Illinois Constitution (Article VII, Section 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3), units of local government and school districts are authorized to contract among themselves to combine and transfer powers and functions by intergovernmental cooperation; and

WHEREAS, SASED and the School District have determined that it is in their best and mutual interests to contract with each other to provide for attendance by an identified School District student(s) in a SASED program ("Student" or Student(s)");

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.

2. Program Services:

   a. Subject to the terms and provisions of this Agreement, SASED will provide services for the School District Student(s) identified in the Appendix A (Program for Individual Student). The specific terms and conditions for each Student will be identified in a separate program page(s) in Appendix A (*i.e.*, A-1, A-2, etc.) signed by both parties, which is incorporated herein by reference.

   b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement and program page(s) in Appendix A.

   c. SASED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.

   d. Assessments and reevaluations will be conducted by SASED, except that SASED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.

   e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.

f. As warranted, SASED will convene IEP team meetings and issue required notices.

g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page in Appendix A, under the following conditions:

i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:

(a) The Program is no longer appropriate for the Student; or
(b) SASED will no longer be operating the Program.

ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.

iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.

b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.

c. The School District shall prepare and maintain a proper and adequate IEP for the Student(s).

d. A School District representative shall attend all IEP meetings for the Student(s) and shall serve as the local educational agency (LEA) representative.

e. The School District shall provide the Student(s) with transportation to and from the Program.

f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.

g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).

h. The School District is responsible for paying the costs identified in Section 5 and Appendix A.

4. Tuition and Reimbursement: The School District will pay tuition and reimbursement, as set forth below and in Appendix A, for the services identified herein. The actual costs of all related services provided by SASED for the Student(s) (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student(s) conducted by SASED are also included in the tuition costs.

   a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in Appendix A.

   b. The School District will pay a non-member district fee in the amount of five thousand dollars ($5,000.00) per school year for each Student's enrollment in the Program.

   c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:

      i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student(s).

      ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.

   d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.

   e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.

5. National School Lunch/School Breakfast Programs: If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student(s) is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student(s).

6. Invoices and Payment:

   a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Appendix A is fully signed for the tuition following the above schedule.

   b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.

c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

d. Payment will be made by the School District after receipt of each invoice, in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/).

7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.

8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

9. Indemnification and Waiver:

For purposes of this Section 9, "Loss" is defined as any and all liabilities, damages, claims, demands, judgments, causes of action, costs, expenses (including reasonable attorneys' fees), and losses relating to any School District Student placed in a SASED program and/or relating to any act or omission of either party in implementing this Agreement and/or otherwise relating to this Agreement.

Each party agrees to indemnify, defend and hold harmless the other party and its Board members, employees, volunteers and agents, against and from any Loss to the extent the Loss arises out of the acts or omissions of the indemnifying party.

In addition, notwithstanding any other provision of this Agreement, the School District specifically agrees to indemnify, defend and hold harmless SASED and its Board members, employees, volunteers and agents, against and from any Loss to the extent the Loss is based upon or arises out of claims relating to the placement, FAPE, or alleged procedural requirements applicable to any School District Student placed in a SASED Program.

Moreover, the School District waives any and all claims it may have against SASED (or SASED's Board members, employees, volunteers or agents) relating to the Program or the services provided to the Student by SASED.

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.

11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by

each party; (d) Appendix A (Program for Individual Student); and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.

13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.

14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.

15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Emily Tammaru, Superintendent
CCSD 89
22W600 Butterfield Rd
Glen Ellyn, IL 60137

For SASED: Dr. Melinda McGuffin, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Avenue
Lisle, Illinois 60532

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.

17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.

18. Complete Understanding: This Agreement, along with the Appendix A incorporated herein by reference, constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.

19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, SASED and the School District have caused this Agreement to be executed on the date(s) set forth below.

BOARD OF CONTROL FOR THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

By:_____ Date:_____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT] 89

By: _____ Date: January 24, 2022
Vice President

Attest: _____ Date: January 24, 2022
Secretary

Appendix A-1
Program for Individual Student

This Appendix A is entered into pursuant to the INTERGOVERNMENTAL AGREEMENT BETWEEN SASED-AND NON-MEMBER SCHOOL DISTRICT ("Agreement") dated 01/13/2022, by and between Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of ("School District").

1. General Information:

Student Name: **Student A**

SASED Program: **Southeast** DuPage West Cook: N/A

SASED Program Location: **6S331Cornwall Rd, Naperville, IL 60540**

Estimated Annual Program Tuition: **38,962.00**

Estimated Extended School Year Tuition: **867.00 (7/5-28/2022)**

Program Start Date: **8/19/2021**

Program End Date: **5/27/2022**

Student Start Date: **8/19/2021**

Address of School District: **CCSD 89 - 22W600 Butterfield Rd, Glen Ellyn, IL 60137**

2. This Appendix A is incorporated into by reference the INTERGOVERNMENTAL AGREEMENT BETWEEN SASEDAND NON-MEMBER SCHOOL DISTRICT ("Agreement"). To the extent there are any inconsistencies between this Appendix A and the Agreement, the Agreement will control.

3. This Appendix shall remain in effect until (a) the Program End Date stated herein, (b) termination as specified in the Agreement, or (c) the Student otherwise exits the SASED Program.

BOARD OF CONTROL FOR THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

By: Date:
Dr. Matt Rich, Chairperson

BOARD OF EDUCATION OF [SCHOOL DISTRICT] 89

By: Date: January 24, 2022
, Board Vice President

Appendix A-1
Program for Individual Student

This Appendix A is entered into pursuant to the INTERGOVERNMENTAL AGREEMENT BETWEEN SASED-AND NON-MEMBER SCHOOL DISTRICT ("Agreement") dated ___01/13/2022_____, by and between Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of ("School District").

1. General Information:

Student Name: **Student B**

SASED Program: **Southeast** DuPage West Cook: N/A

SASED Program Location: **6S331Cornwall Rd, Naperville, IL 60540**

Estimated Annual Program Tuition: **38,962.00**

Estimated Extended School Year Tuition: **867.00 (7/5-28/2022)**

Program Start Date: **8/19/2021**

Program End Date: **5/27/2022**

Student Start Date: **8/19/2021**

Address of School District: **CCSD 89 - 22W600 Butterfield Rd, Glen Ellyn, IL 60137**

2. This Appendix A is incorporated into by reference the INTERGOVERNMENTAL AGREEMENT BETWEEN SASEDAND NON-MEMBER SCHOOL DISTRICT ("Agreement"). To the extent there are any inconsistencies between this Appendix A and the Agreement, the Agreement will control.

3. This Appendix shall remain in effect until (a) the Program End Date stated herein, (b) termination as specified in the Agreement, or (c) the Student otherwise exits the SASED Program.

BOARD OF CONTROL FOR THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

By: _____ Date: _____
Dr. Matt Rich, Chairperson

BOARD OF EDUCATION OF [SCHOOL DISTRICT] 89

By: _____ Date: January 24, 2022
_____, Board Vice President

Appendix A-1
Program for Individual Student

This Appendix A is entered into pursuant to the INTERGOVERNMENTAL AGREEMENT BETWEEN SASED-AND NON-MEMBER SCHOOL DISTRICT ("Agreement") dated 01/13/2022, by and between Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of ("School District").

1. General Information:

Student Name: **Student C**

SASED Program: **Southeast** DuPage West Cook: N/A

SASED Program Location: **6S331Cornwall Rd, Naperville, IL 60540**

Estimated Annual Program Tuition: **38,962.00**

Estimated Extended School Year Tuition: **867.0 (7/5-28/202)**

Program Start Date: **8/19/202 1**

Program End Date: **5/27/2022**

Student Start Date: **8/19/2021**

Address of School District: **CCSD 89 – 22W600 Butterfield Rd, Glen Ellyn, IL 60137**

2. This Appendix A is incorporated into by reference the INTERGOVERNMENTAL AGREEMENT BETWEEN SASEDAND NON-MEMBER SCHOOL DISTRICT ("Agreement"). To the extent there are any inconsistencies between this Appendix A and the Agreement, the Agreement will control.

3. This Appendix shall remain in effect until (a) the Program End Date stated herein, (b) termination as specified in the Agreement, or (c) the Student otherwise exits the SASED Program.

BOARD OF CONTROL FOR THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

By: Date:
Dr. Matt Rich, Chairperson

BOARD OF EDUCATION OF [SCHOOL DISTRICT] 89

By: Date: January 24, 2022
, Board Vice President

Appendix A-1
Program for Individual Student

This Appendix A is entered into pursuant to the INTERGOVERNMENTAL AGREEMENT BETWEEN SASED-AND NON-MEMBER SCHOOL DISTRICT ("Agreement") dated ___01/13/2022_____, by and between Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of ("School District").

1. General Information:

   Student Name: **Student D**

   SASED Program: **Southeast** DuPage West Cook: N/A

   SASED Program Location: **6S331Cornwall Rd, Naperville, IL 60540**

   Estimated Annual Program Tuition: **38,962.00**

   Estimated Extended School Year Tuition: **867.00 (7/5-28/2022)**

   Program Start Date: **8/19/2021**

   Program End Date: **5/27/2022**

   Student Start Date: **8/19/2021**

   Address of School District: **CCSD 89 – 22W600 Butterfield Rd, Glen Ellyn, IL 60137**

2. This Appendix A is incorporated into by reference the INTERGOVERNMENTAL AGREEMENT BETWEEN SASEDAND NON-MEMBER SCHOOL DISTRICT ("Agreement"). To the extent there are any inconsistencies between this Appendix A and the Agreement, the Agreement will control.

3. This Appendix shall remain in effect until (a) the Program End Date stated herein, (b) termination as specified in the Agreement, or (c) the Student otherwise exits the SASED Program.

BOARD OF CONTROL FOR THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

By: _____ Date: _____
Dr. Matt Rich, Chairperson

BOARD OF EDUCATION OF [SCHOOL DISTRICT] 89

By: Jay Lech Date: January 24, 2022
_____, Board Vice President

To: Board of Control
From: Don Robinson, Direct of Business Services, CSBO
Date: February 23, 2022
Re: Konica-Minolta MFC Refresh

Purpose: Refresh five Konica-Minolta copiers, improve capacity, and reduce operating costs.

Background: Five of SASED's large copiers are coming off lease during the next few months. The machines have served us well these past few years. The salesperson and I did a quick tour and inspected each machine as part of determining whether each replacement machine's capacity should be adjusted by going "up" or "down" within the product line. The final recommendation include:

- 1 going down one model
- 1 staying the same model
- 2 going up one model
- 1 going up two models

The average current monthly bill is $2,622.74. The proposed monthly cost would be $2,290.16 for four years, fixed cost, with no additional expense for supplies, user volume, or repairs.

ILTPP is the statewide K-12 technology purchasing cooperative. The monthly cost going through ILTPP would be $2,621.35, or significantly higher.

Finally, the machines have a very similar user interface, resulting in no training being necessary for SASED staff. Training would be available if requested

Next Steps: Approve the 4-year contract with Konica Minolta at an annual savings of $3,991.

To: Board of Control
From: Don Robinson, Direct of Business Services, CSBO
Date: February 23, 2022
Re: MFA Recommendation

Purpose: Develop and implement a multi-factor authentication (MFA) initiative.

Background: Technology continues to become more complicated and increasingly likely to be compromised. Tools for breaching and other unauthorized access are available at a low cost or on a shared revenue basis. One of the best safeguards against unauthorized access is a second authentication method. As consumers, we use this log-in method with most online platforms for financial services and other web services.

Cyber insurance coverage is becoming increasingly expensive and with more exclusions. Many insurance experts believe cyber coverage may eventually not exist due to the inability to underwrite the coverage and the insured's inability to prevent losses.

SASED acquires cyber coverage through CLIC, a regional insurance cooperative managed by A J Gallagher. The insurance industry and CLIC are requiring MFA as a condition to issue and bind coverage. It will also be a requirement to pay a claim.

SASED currently uses a small number of FortiToken cell phone apps to for remote access MFA. SASED proposes using YubiKey physical tokens for general MFA access, including devices and email. YubiKeys can work with Google, Microsoft, Apple, and other platforms. The cost is approximately $40 each for a USB port token and approximately $70 each for a double-ended token that can access both Lightning ports (Apple iPads, as an example) and USB ports.

Next Steps: Purchase YubiKey tokens for staff and implement prior to June 30.
- Cost would depend on the number and mix of models purchased.
- Budgetary: 400 x $40 = $16,000.

To: Board of Control
From: Don Robinson, Direct of Business Services, CSBO
Date: February 23, 2022
Re: E-Rate Recommendations

Purpose: To leverage E-Rate funding in a two-year plan to upgrade SASED's network infrastructure

Background: The FCC makes funds available to school districts and cooperatives through its E-Rate program. There are two subprograms, Category 1 for internet access and related services and Category 2 for network equipment purchases, maintenance, and support. The easiest way to think of E-Rate is to consider electronic access from origin to the desktop or end-user device. This incorporates internet access, firewalls, layer III and layer II switches, inside network wiring, and wireless access points (APs). This excludes servers and end-user devices. Most school districts use consultants to help navigate the program's rules and secure funding. SASED has used Gerry Zeller for several years.

The two-year plan summarized below will refresh all network equipment prior to any last dates for releasing a planned security vulnerability or security remedy.

Administration is collaborating with the consultant to identify how to maximize funding within the unusual context of E-Rate funding in a cooperative.

A logical allocation would be to replace all switches at Southeast and the wireless network at both buildings in 2022 and follow up with replacing all the switches at 2900 Ogden in 2023. The budgetary estimate below was taken from E-Rate proposals received from CDW and Netrix. Net56 would do the installation as part of their Category II maintenance agreement.

2023	Description	2022
142,553.99	Switches	50,766.83
-	Wireless APs	49,809.10
-	Wireless APs	9,354.40
10,545.30	SFPs	2,929.25
967.80	Stacking Cables	193.56
-	Wiring	2,000.00
-	Closet Cleanup	3,000.00
152,044.09	Totals	111,031.14

Next Steps: Authorize the administration to enter into agreements and approve E-Rate filings not to exceed $120,000 for the 2022 scheduled work, which would be Southeast switch replacements and a wireless network upgrade at Southeast and 2900 Ogden Ave.

SASED Teaching • Leading • Believing ***IATION FOR SPECIAL EDUCATION IN DUPAGE***

To: Board of Control
From: Melinda McGuffin, Executive Director
Date: February 23, 2022
Re: SASED Return to Learn 2022 Update

Purpose:
The purpose of this memo is discussion with action regarding a change in mitigation measures as part of SASED's return to learn plan.

Background:
As we welcomed students and staff back for the 2021-2022 school year SASED had established three priorities for the upcoming school year.

1. Student and Staff Safety and Well-Being
2. Return to In-Person Learning
3. Continuity of In-Person Learning

At this time the administration recommends amending SASED's masking requirements and close contact protocols based on member district data, updated member district practices and protocols, and case rate activity in SASED programs and SASED operated buildings. A continuum of masking protocols is recommended.

The updated return to learn plan will be available to all staff and parents via the website.

The following presentation will discuss recommendations for changes in SASED's masking procedures and other activities as part of SASED's return to learn plan. Highlighted areas include:

- SASED priorities
- SASED Approach
- Layered mitigation strategies
- Masking
- Mask Protocols at SASED buildings
- Procedures for SASED staff while in member districts
- District Data as of 2.21.22
- Close Contacts, Quarantine and Testing
- Procedures for SASED staff while in member districts
- Next Steps
- Return to Learn Plan 2021-2022 Evaluation and Updates
- References

Recommendation: Board of Control approval of updates to SASED's return to learn plan.



Return to Learn

February 23, 2022

Priorities

SASED's ongoing planning priorities

1

Student and Staff Safety and Well-Being

2

Continuity of In-Person Learning

Approach

SASED's approach to supporting its return to learn priorities



Layered Mitigation Strategies



Member District Procedures



Plan Evaluation and Updates

108

Layered Mitigation Strategies

Maintain vigilance in practices to reduce the spread of COVID-19



Handwashing
Sanitizer
Gowns
Gloves
Desk Shields



Cleaning and
Ventilation
HEPA filters



Social Distancing



Screening, Testing, and Vaccination Status



Self
Certification



Masks
Strongly
Recommended

109

Masking

Maintain vigilance in practices to reduce the spread of COVID-19



MASKS STRONGLY RECOMMENDED 2.28.22

KN 95 and N95 masks will be made available to staff members upon request.
Strongly encouraging and recommending universal masking in all SASED classrooms and by SASED services.
Strongly encouraging and recommending any staff member or student who is a close contact to wear a mask while at school, monitor symptoms, and test if symptoms appear. Regardless of vaccination status.
Where practices differ in location, SASED staff and students are to follow the district's procedure if masks are required in that setting.

110

Masking Will be Required at

Maintain vigilance in practices to reduce the spread of COVID-19



MASKS STRONGLY RECOMMENDED 2.28.22

All Early Childhood classrooms, Staff required. Students strongly recommended. North DHH and MN EC, Willow Creek EC, Concord EC, El Sierra EC, Hillcrest EC.
WIllowbrook 3 MN classrooms, Kingsley, O'Neill, Hillcrest, Willow Creek, El Sierra, Addison Trail classrooms with medically fragile students.Staff required. Students strongly recommended.
SASED Administrative Center and SASED Transition Programs, staff required. Students strongly recommended.
Where practices differ in location, SASED staff and students are to follow the district's procedure if masks are required in that setting.

111

District	Effective date	Mask status in school known as of 2.18.22
20	2/22/22	Masks recommended but not required in buildings
25	2/22/22	Strongly encourage and recommend universal masking, but do not require masking. Universal Masking required: 5% or higher building positivity rate, Outbreak status as determined by DCHD.Universal Masking Highly Recommended by not required, 35-4.9% building positivity rate, Masking strongly encouraged, not required, 1.5%-2.9% building positivity rate, Masking recommended, not required. Less than 1.5% building positivity rate.
33	2/16/22	This means that students and staff will be encouraged but not required to wear masks in our school buildings. Masks will still be required on buses per a federal mandate.
34	2/22/22	Based on Winfield 34 Transmission rate (over the previous 2 weeks. High: Greater than 5% of students, Greater than 8% 60190, Masks strongly recommended; Medium: Between 2% and 4.9% of students, Between 5% and 7.9% in 60190, Masks recommended. Low: Less than 2% of students, Below 5% in 60190, Masks optional. Week beginning 2.22.21 is MEDIUM-masks recommended.
45	2/18/22	Masks will be preferred but not required, continuing with masks recommended
48	2/22/22	Strongly encouraging students and staff to wear masks in school and all school-related activities; Requiring masks to be worn on school buses due to federal transportation requirements
58	2/14/22	District 58 recommends, but will not require, students and staff to wear a mask at school. Masks are still required on District transportation, per federal mandate.
60	2/21/22	Masks recommended
63	2/28/22	2/28/2022 Students and staff decide their own preference ot mask if these criteria are met 1. There have been no more than 3 known epidemiologically linked cases in any setting at either school. AND There have been no more than 10 cases at school in the previous 5 days at Concord Elementary School and no more than 8 cases at school in the previous 5 days at Cass Junior High School. AND The local community has maintained moderate or lower normalized case rates on both the 7-day and 14-day rolling averages for the Darien and Willowbrook zip codes, according to the Northwestern University COVID Dashboard, indicating a sustained trend of low community transmission levels and in alignment with guidance from the DuPage County Health Department.
66	TBD	February 22 board meeting likely to roll back mandatory masking
68	2/28	Masking is strongly recommended, but not required, for all K-8 students, staff, and visitors in all Woodridge 68 buildings. Early childhood students, those in our preschool program at all sites, will need to continue to wear masks because they are not able to be vaccinated. Masks are still required to be worn on school buses because this is a federal requirement
88	2/6/22	All D88 staff members must continue to wear masks indoors.Have ceased enforcement of mask policy. Temperature checks for students before entering the building.
94	2/17	Masks will be strongly recommended, but not required for all students, faculty/staff, and visitors beginning tomorrow
99	2/6/22	Everyone required to wear mask regardless of vaccination status
180	2/6/22	Masks required
201	2/28/22	Masks strongly recommended if positivity is less than 1% in the school
202	2/1/22	Masks strongly recommended but not required unless cases in the building reach the substantial level
205	2/7/2022	Masks will be strongly recommended for all students, staff, and visitors in school buildings (Please be advised, this may change based on future court orders).

District and zip codes reviewed (central office location)	Positivity rate ending 2.18.22	Rolling Average COVID Positivity Rate-14 day on 2.20.22
20-60133	3.22%	-42.20%
25-60185	4.99%	-38.95%
33-60185	4.99%	–38.95%
34-60190	3.48%	-41.56%
45-60181	3.64%	-24.99%
48-60181	3.64%	-24.99%
58-60515, 60516	4.74%, 3.67%	-29.97%, -47.57%
60-60559	1.95%	-18.86%
63-60561, 60527	3.38%, 2.58%	-77.58%, -72.08%
66-60516	3.37%	-47.57%
68-60517	3.67%	-74.06%
88-60101	3.10%	-29.78%
94-60185	4.99%	–38.95%
99-60515, 60516	4.74%, 3.67%	-29.97%, -47.57%
180-60527	2.58%	–31.55%
201-60559	1.95%	-18.86%
202-60532	2.52%	–27.42%
205-60126	4.38%	-30.82%

Close Contacts, Testing and Quarantine

- Strongly encourage and recommend weekly testing for unvaccinated staff. Northshore clinic will continue on Wednesdays
- Strongly encourage parents to share vaccination status of their child with school health personnel.
- Continue contact tracing and notify individuals if they are a close contact.
- Asymptomatic close contacts will not be required to quarantine but the option will be available to them. Strongly encourage close contacts to take a COVID-19 test.
- Positive cases and symptomatic students will be required to follow all current quarantine protocols. Individuals should stay home if sick or symptomatic. Students will continue to receive remote instruction.
- Positive cases who return on Day 6 will still be required to wear a mask for the next 5 days.

114

Next steps

February 28, 2022

1. Communication and Preparation
2. Respect and Kindness

Plan Evaluation and Updates

How SASED will evaluate and update the return to learn plan



116

References



- CDC School guidance January 13, 2022
- Revised Public Health Guidance for School Part 5 Feb 5, 2022
- Centers for Disease Control and Prevention (CDC) Guidance for COVID-19 July 26, 2021
- DCHD COVID-19 Prevention Strategies in Schools
- Science Brief: Community Use of Cloth Masks to Control the Spread of SARS-CoV-2 December 6, 2021
- Review of plans of member districts
- Review of SASED COVID-19 staff and student data through 2.21.2022
- Illinois COVID date by zip code-Northwestern dashboard retrieved 2.21.22
- ISBE UNIVERSAL TRAUMA TRAINING

117

To: Board of Control
From: Don Robinson, Direct of Business Services, CSBO
Date: February 23, 2022
Re: TRS Supplemental Savings Plan

Purpose: Approve a resolution authorizing SASED's participation in the Teachers' Retirement System (TRS) of the State of Illinois Supplemental Savings Plan.

Background: TRS has created a Supplemental Savings Plan (SSP) under IRS Code 457(b), commonly referred to as a "457 plan." A 457 plan is a valuable option for TRS and IMRF employees. SASED already has a 457 plan in place; however, participation in the new TRS plan is mandatory. There are concerns about potential liability that have not been addressed. Regardless, SASED is obligated to approve the plan and begin accepting deferrals effective March 1, 2022.

Next Steps: Adopt the resolution on the following page, authorizing SASED administration to execute the Employer Participation Agreement provided by TRS.

RESOLUTION AUTHORIZING PARTICIPATION
IN TRS SUPPLEMENTAL SAVINGS PLAN

WHEREAS, the Board of Control of School Association for Special Education in DuPage County ("the Board") is an eligible employer pursuant to Section 457(e)(1)(A) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Board wishes to permit the Board's eligible employees to participate in the Supplemental Savings Plan established by the Teachers' Retirement System of the State of Illinois ("TRS"); and

WHEREAS, the Board wishes to approve the adoption of the TRS Supplemental Savings Plan for its eligible employees by entering into an Employer Participation Agreement with TRS;

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The Board hereby approves the Supplemental Savings Plan Employer Participation Agreement with TRS, as presented.

Section 2. The Executive Director or her designee ("the Authorized Officer") is authorized to take such action, including the execution and delivery of documents, as determined to be necessary or appropriate in the discretion of the Authorized Officer to effectuate the Board's participation as an employer in the TRS Supplemental Savings Plan.

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

Member _____ moved that the foregoing resolution be adopted and Member _____ seconded the motion. Upon a roll call vote being taken, the members voted as follows:

AYES:_____

ES:

NAYS:_____

ABSENT:_____

The President declared the motion carried and the Resolution duly adopted.

ADOPTED THIS ____ DAY OF FEBRUARY, 2022.

BOARD OF CONTROL OF SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

By:_____
President

Attest:_____
Secretary

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS

2815 W Washington | PO Box 19253 | Springfield IL 62794-9253
R. Stanley Rupnik, Executive Director
employers@trsil.org | http://www.trsil.org
SUPPLEMENTAL SAVINGS PLAN 888-678-3675 | FAX: 217-753-0969

Supplemental Savings Plan
Employer Participation Agreement

The undersigned employer ("Employer") and the Teachers' Retirement System of the State of Illinois (the "System") agree to the participation of the Employer in the Teachers' Retirement System of the State of Illinois Supplemental Savings Plan (the "Plan"). The Plan is sponsored and administered by the System and is intended to qualify as an eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code ("Code") that is a governmental plan under Code Section 414(d) and Section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA").

Complete this Participation Agreement only if the Employer is both an employer subject to Article 16 of the Illinois Pension Code and an eligible employer within the meaning of Code Section 457(e)(1)(A).

Employer Information

School District or Agency Name:	TRS Code:
Sample Employer	501-0100
Address: 2815 West Washington Street Springfield, IL 62704	Tax ID Number: 3 6 - 0 0 0 0 0 0 0

Type of Adoption and Effective Date

The Employer's Plan document shall consist of this Employer Participation Agreement ("Participation Agreement") and the Plan document, as amended from time to time. All capitalized terms in this Participation Agreement shall have the meaning set forth in the Plan document.

It is very important that this Participation Agreement be completed accurately to ensure consistency between the Plan and actual plan operation. The Employer may prospectively change the terms of its participation in the Plan at any time by completing a new Participation Agreement with the System.

This Participation Agreement is for the following purpose *(check and complete one only)*:

1. ☒ This is a new 457(b) deferred compensation plan adopted by the Employer for its Employees effective March 1, 2021 *(insert effective date of this Participation Agreement)*.

2. ☐ This is an amendment to be effective as of _____, _____ *(insert effective date of this amendment)* to the current Participation Agreement previously adopted by the Employer, which was originally effective _____, 20____ (*insert effective date of the original Participation Agreement).*

Custody of Assets

Code Section 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries in a Trust pursuant to the terms of the Plan.

Participation

An Employee may become a Participant in the Plan for purposes of Elective Deferrals and Discretionary Employer Con-tributions immediately upon commencement of employment with the Employer. "Employee" means an individual who is a teacher, as defined in Section 16-106 of the Illinois Pension Code, of an Employer and is a full-time or part-time contractual employee. An Employee does not include an individual who is a leased employee under Code Section 414(n)(2).

Elective Deferrals

All Employees of the Employer shall be permitted to make Elective Deferrals to the Plan. Elective Deferrals include pre-tax contributions and Roth contributions. A Participant shall be 100% vested in his or her Elective Deferrals at all times. As further provided in the Administrative Information section of this Participation Agreement, the Employer is solely responsible for monitoring the limit on Elective Deferrals under this Plan and any other 457(b) plan in which the Employer's employees are eligible to participate to assure that contributions to this Plan do not exceed any applicable limits under the Code, including but not limited to Code Section 457(b).

Discretionary Matching Contributions

1. The Employer shall *(check and complete one only)*:

   a. ☒ **Not** make Discretionary Matching Contributions.

   b. ☐ Make Discretionary Matching Contributions.

Note: Any Discretionary Matching Contribution will reduce, dollar for dollar, the Elective Deferrals that a participant can contribute.

2. A Participant shall be 100% vested in his or her discretionary matching contributions at all times.

Discretionary Nonelective Contributions

1. The Employer shall *(check and complete one only)*:

   a. ☐ **Not** make Discretionary Nonelective Contributions.

   b. ☒ Make Discretionary Nonelective Contributions.

Note: Any Discretionary Nonelective Contribution will reduce, dollar for dollar, the amount a participant can contribute.

2. A Participant shall be 100% vested in his or her Discretionary Nonelective Contributions at all times.

Administrative Information

In executing this Participation Agreement, the Employer agrees:

- that it is eligible to adopt the Plan, and that its governing body has adopted a resolution to approve the adoption of the Plan for its eligible employees, which resolution is available to the System upon request;
- to be bound by all terms of the Plan document, as applicable, the terms of this Participation Agreement, and the rules and regulations of the System, all as may be amended from time to time, and that no oral understanding not incorporated into this Participation Agreement is binding on any party;
- to provide any information reasonably requested by the System or a service provider from time to time to properly administer the Plan in accordance with its terms and applicable law;
- to allow the System and/or the service providers reasonable access to eligible employees to assist with enrollment in and administration of the Plan; to be solely responsible for the correction of any operational or compliance errors resulting from the Employer's failure to perform its responsibilities or provide accurate information to the System or a service provider, including by way of example and not limitation, to seek relief under the Employee Plans Compliance Resolution System, as determined and directed by the System;

(continued)

- that all contributions to the Plan will be deposited in the [Teachers' Retirement System of the State of Illinois Supplemental Saving Plan Trust established by the System and the System's Custodial Bank] for the exclusive benefit of participants and beneficiaries, and that the Employer shall have no right to Trust assets;
- that participants in the Plan have the right to direct the investment of their accounts by choosing among the investment options selected by the System and offered under the Plan, and that any participant who does not provide timely investment direction will be deemed to have elected the Plan's default investment, as selected by the System;
- that participants will be charged fees for the investment and administration services provided by the System and the service providers, which will be offset against investment returns or deducted from participant accounts periodically; and
- that the Employer has consulted, to the extent necessary, with its own legal and tax advisors.

The Employer further agrees that it is responsible for the following areas of compliance:

- determining and monitoring employee eligibility in accordance with the terms of the Plan and the Participation Agreement;
- entering into salary reduction agreements with Employees and timely remitting all Elective Deferrals and Discretionary Employer Contributions, if any, to the Plan; and
- calculating and processing all participant Elective Deferrals, Discretionary Matching Contributions and Discretionary Nonelective Contributions in accordance with this Plan and the Code and to monitor compliance with respect to any of these contributions with the limits imposed by the Code, including Code Section 457 under this Plan and; any other Code Section 457(b) plan in which Employer's employees participate.

This Participation Agreement is duly executed on behalf of the Employer by the undersigned authorized signatories and shall be effective as indicated under Type of Adoption and Effective Date section.

Employer's Authorized Signatories:

Signature*:	Signature*:
Print: Charlene A. Sample	Print: Phyllis Y Example
Title: Agency Head	Title: Deputy Agency Head
Date: 03/01/2021	Date: 03/01/2021

** Handwritten signatures required. Electronic signatures are unacceptable currently.*

Acceptance of Employer's participation in the Teachers' Retirement System of the State of Ilinois Supplemental Savings Plan:

Signature:  Date: 02/04/2021

Executive Director

TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS

2815 W Washington | PO Box 19253 | Springfield IL 62794-9253
R. Stanley Rupnik, Executive Director
employers@trsil.org | http://www.trsil.org
SUPPLEMENTAL SAVINGS PLAN 888-678-3675 | FAX: 217-753-0969

Appendix A
Authorized Contact Form

All official communications from the Employer to the System shall be directed to the attention of the following:

Teachers' Retirement System of the State of Illinois
Attention: Employer Services Department
2815 W. Washington, P.O. Box 19253, Springfield, IL 62794-9253
Telephone Number: (877) 927-8577
Email: **employerservices@trsil.org**

All official communications from the System to the Employer shall be directed to the attention of the following:

Employer: Sample Employer	Attention: Charlene A. Sample
Address: 2815 West Washington Street	Telephone Number: (217) 123-4567
FAX Number: (217) 987-6543	Email: CSample@Sampleemployer.edu

The following individuals are authorized to represent and act on behalf of the Employer for all purposes related to the Employer's participation in the Teachers' Retirement System of the State of Illinois Supplemental Savings Plan.

Contact Name: Charlene A. Sample	
Title: Agency Head	
Telephone Number: (217) 123-4567	Email Address: CSample@Sampleemployer.edu
Signature*	
Date 03/01/2021	

Contact Name: Phyllis Y. Example	
Title: Deputy Agency Head	
Telephone Number: (217) 124-4567	Email Address: PExample@Sampleemployer.edu
Signature*	
Date 03/01/2021	

Contact Name:	
Title:	
Telephone Number: ( )	Email Address:
Signature*	
Date	

Contact Name:	
Title:	
Telephone Number: ( )	Email Address:
Signature*	
Date	

** Handwritten signatures required. Electronic signatures are unacceptable currently.*

The Employer agrees that the System is entitled to rely on this Appendix A, and shall be held harmless in doing so, until such time that the Employer submits a revised Appendix A to the System.

The undersigned represents that he or she is an authorized representative of the Employer with authority to sign the Participation Agreement and this Appendix A on the Employer's behalf.

Signature*:	Date: 03/01/2021
Print Name: Charlene A. Sample	Title: Agency Head
Telephone Number: (217) 123-4567	Email Address: CSample@Sampleemployer.edu

** Handwritten signature required. Electronic signature is unacceptable currently.*