



**Board of Control Meeting
May 18, 2022
SASED Administrative Center
2900 Ogden
Lisle, IL 60532
5:30 PM
AGENDA**

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Public Comment**
4. **Consent Agenda**
 - a. Approve Minutes of the April 27, 2022 open and closed session meetings and the March 9, 2022 finance committee meeting
 - b. Personnel Recommendations
 - 1) Accept/Approve the Resignations/Retirements of Administrative Staff, Licensed Staff, Registered Staff, Grant Staff and Educational Support Staff; the Terminations of Educational Support Staff; the Appointments of Administrative Staff, Educational Support Staff and Contracted Registered Staff as presented.
 - c. Accept the Financial Reports
 - 1) Treasurers Report--April 2022
 - 2) Revenue & Expenditure Reports--April 2022
 - 3) Gross Payrolls--May 2022
 - 4) Interim Payrolls--May 2022
 - 5) Bill List--May 2022
 - 6) Interim Checks--April 2022
 - d. Adopt the Resolution regarding the ROE application for the mobile classrooms
 - e. Acceptance of Delta Gamma Fraternity donation to vision program
 - f. Approve FY23 food service agreement
 - g. Accept amended Allied Flexible Benefits Plan
 - h. Approve SOPPA for Embrace
 - i. Approve Designation of the 2022-23
 - 1) Depositories & Investments
 - 2) Newspapers/Legal Notices
 - 3) Legal Counsel
 - 4) Architect
 - 5) Board Meeting Dates
5. **Election of Officers and Appointments**
 - a. Elect Chairperson (1 year term)
 - b. Elect Vice Chairperson (1 year term)
 - c. Elect Secretary (1 year term)
 - d. Appoint Members to the Finance Committee
 - e. Appoint Members to the Policy Committee
6. **Discussion Without Action**
 - a. Informational/Correspondence
 - 1) Presentation--SASED FY23 Budget
 - 2) FOIA request--Derek Bex 457(b) plan
 - b. Enrollment Update
 - c. Board Committee Updates

7. **Discussion with Action**
 - a. Approve executive director bonus
 - b. Approve the FY22 Amended budget for submission to the Governing Board
 - c. Approve submission of the FY23 Budget to the Governing Board.
 - d. Approve additional FY23 District 20 classroom lease agreement
 - e. Approve the FY23 District 201 classroom lease agreement
 - f. Approve 2022-23 Embrace IEP contract
 - g. Approve 2022-23 Embrace DS agreement
 - h. Possible Action on Resolution Directing the Issuance of a Notice to Remedy to Tina Cerney
8. Closed Session--Collective negotiating matters between the public body and its employees or its representatives, or deliberations concerning salary schedules for one or more classes of employees
9. **Return to Open Session/Adjournment**



**Board of Control Meeting
April 27, 2022
SASED Administrative Center
2900 Ogden, Lisle, IL 60532
MINUTES**

Dr. Matt Rich, Chairperson, called the meeting to order at 5:39 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
	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
	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 #99	Joanna Vazquez Drexler (left 7:34 p.m.)
	Westmont Community Unit School District #201	Leah Conover
	Lisle Community Unit School District #202	Steven Lesniak
Absent:	West Chicago Elementary School District #33	Dr. Kristina Davis
	Cass School District #63	Mark Cross
	Community High School District #94	Lynn Casey-Maher
	Community Consolidated School District #180	Dr. Thomas Schneider
	Elmhurst Community Unit School District #205	Dr. Keisha Campbell

Present: 13 Districts

Absent: 5 Districts

Also in attendance:

Dr. Melinda McGuffin, Executive Director, SASED
Don Robinson, Treasurer and Director for Business, SASED
Dr. Kennedy 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. Pledge of Allegiance**
- 2. Public Comment**—Karen Stornello, SASED employee, addressed the Board on behalf of the department regarding salary compensation for occupational and physical therapists.

3. Closed Session

a. I move to recess to closed session at 5:46 p.m. for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2c1

This motion, made by Board Member Rich and seconded by Board Member Nugent, passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Community High School District #99
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 13 Districts Nays: 0 Districts Absent: 5 Districts

Returned to open session at 7:22 p.m.

4. Consent Agenda

I move to approve the consent agenda items as presented. This motion, made by Board Member Wise and seconded by Board Member Walloch, passed.

- a. Approve Minutes from March 23, 2022 open session and closed session meetings
- b. Personnel Recommendations
 - 1) Accept/Approve the resignations/retirements/terminations of administrative, licensed, registered and educational support staff; appointments/change of employment status of licensed and educational support staff; appointments of contracted registered and educational support staff; and re-employment of licensed staff as presented.
- c. Accept the Financial Reports
 - 1) Treasurers Report--March 2022
 - 2) Revenue & Expenditure Reports--March 2022
 - 3) Gross Payrolls--March 2022
 - 4) Interim Payrolls--March 2022

- 5) Bill List--April 2022
- 6) Interim Checks--March 2022
- 7) Voided Checks--March 2022
- d. Renew Treasurer's Bond
- e. Approve Early Choices Agreement with Nancy Kind as presented
- f. Approve Early Choices agreement with Paula Kluth as presented
- g. Approve OT/PT meeting space rental agreement with NIU-Naperville
- h. Approve storage container purchase
- i. Approve intergovernmental data share and use agreement with ISBE
- j. Approve Dominican University student teacher/internship agreement
- k. Approve destruction of the October 28, 2020 closed session recording

Upon roll call vote:

Ayes: Keeneyville School District #20
 Benjamin School District #25
 Winfield School District #34
 School District #45, DuPage County
 Salt Creek School District #48
 Downers Grove School District #58
 Maercker District #60
 Center Cass School District #66
 Woodridge School District #68
 DuPage High School District #88
 Community High School District #99
 Westmont Community Unit School District #201
 Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
 Cass School District #63
 Community High School District #94
 Community Consolidated School District #180
 Elmhurst Community Unit School District #205

Ayes: 13 Districts Nays: 0 Districts Absent: 5 Districts

5. Discussion Without Action

a. Informational/Correspondence

1) DHH and Vision Program Spotlight Presentation— DHH and Vision Program Spotlight Presentation by program administrators Tara Corral and Amy Gebre. Highlights of the presentation included:

- an overview of the range of each program's provided services;
- the evolution of audiology services given changes in technology through the years;
- services are provided to the 18 SASSED member districts and 74 districts through DuPage West Cook;
- O&M's work with students to adapt to their natural environments.

2) District Satisfaction Survey Results— Dr. McGuffin shared the next steps based on the results:

- SASSED will continue to work on improving communication through the strategic planning process and subsequent goals.
- SASSED will increase the number of PD opportunities for district special education administrators and training opportunities for parents.
- SASSED will improve communication to parents and districts on the availability of parent

trainings and the Parent Training Resources site.

3) Math Curriculum Update— Christine Martin shared based on feedback, the math pilot has been expanded and will be making a decision soon if finalizing the pilot or continuing to fall.

b. Enrollment Update— Dr. McGuffin shared that the total net enrollment increased by three students.

c. Board Committee Updates-- Dr. McGuffin updated that there is a finance committee meeting on May 5th and policy is waiting for PRESS updates.

6. Discussion with Action

a. Approve Stepping Stones contract buyout

I move to approve the Stepping Stones contract buyout agreement for social worker Dannielle Nuellen in the amount of \$15,688.60 as presented. This motion, made by Board Member Nugent and seconded by Board Member Walloch, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

b. Approve compensation/benefits notices for SASED non-certified/non-CBA staff, administrators/coordinators and OT/PT staff

I move to approve the compensation/benefits notices for SASED non-certified/non-CBA staff, administrators/coordinators and OT/PT staff. This motion, made by Board Member Rich and seconded by Board Member Buscemi, passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58

Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

c. Approve salary/wage increases for all non-bargaining unit employees
I move to approve the FY23 salary/wage increases for all non-bargaining unit employees as discussed and presented. This motion, made by Board Member Rich and seconded by Board Member Nugent, passed.

Discussion included Dr. McGuffin clarifying action for OT/PT as follows:

- Every OTPT employee will get a 2.0 percent raise retroactive to the first of this school year in addition to STEP movement already received;
- For 2022-23 year, the salary schedule will increase by 3.01% and staff will also receive STEP movement.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

d. Approve facilities use agreement with NIU Naperville for August 10, 2022 Orientation Day
I move to approve the facilities use agreement with NIU Naperville for August 10, 2022 Orientation Day as presented. This motion, made by Board Member Conover and seconded by Board Member Lesniak, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
 Benjamin School District #25
 Winfield School District #34
 School District #45, DuPage County
 Salt Creek School District #48
 Downers Grove School District #58
 Maercker District #60
 Center Cass School District #66
 Woodridge School District #68
 DuPage High School District #88
 Westmont Community Unit School District #201
 Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
 Cass School District #63
 Community High School District #94
 Community High School District #99
 Community Consolidated School District #180
 Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

e. Approve DWC Intergovernmental Classroom Lease Agreement Amendment with District 45
I move to approve the DWC Intergovernmental Classroom Lease Agreement Amendment with District 45 as presented. This motion, made by Board Member Walloch and seconded by Board Member Buscemi, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
 Benjamin School District #25
 Winfield School District #34
 School District #45, DuPage County
 Salt Creek School District #48
 Downers Grove School District #58
 Maercker District #60
 Center Cass School District #66
 Woodridge School District #68
 DuPage High School District #88
 Westmont Community Unit School District #201
 Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

f. Approve the FY23 District 20, 34, 45, 48, 58, 63, 66, 88 and 201 classroom lease agreements
I move to approve the FY23 District 20, 34, 45, 48, 58, 63, 66, 88 and 201 classroom lease agreements as presented. This motion, made by Board Member Nugent and seconded by Board Member Wise, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

g. Approve contractor agreement with Ridge Training/James Bolton
I move to approve the independent contractor agreement with James Bolton for training in the amount of \$6,000 as presented. This motion, made by Board Member Kielminski and seconded by Board Member Lesniak, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58

Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

h. Approve Return to Learn Update

I move to approve the Return to Learn Update as presented. This motion, made by Board Member Lesniak and seconded by Board Member Conover, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

i. Approve Microsoft volume license

I move to approve the Microsoft volume license purchase for 2022-2023 in the amount of \$45,422.32. This motion, made by Board Member Lesniak and seconded by Board Member Ruggio, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33
Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

7. Closed Session

a. I move to recess to closed session at 7:49 p.m. for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2c1

This motion, made by Board Member Rich and seconded by Board Member Nugent, Passed.

Upon roll call vote:

Ayes: Keeneyville School District #20
Benjamin School District #25
Winfield School District #34
School District #45, DuPage County
Salt Creek School District #48
Downers Grove School District #58
Maercker District #60
Center Cass School District #66
Woodridge School District #68
DuPage High School District #88
Westmont Community Unit School District #201
Lisle Community Unit School District #202

Nays: None

Absent: West Chicago Elementary School District #33

Cass School District #63
Community High School District #94
Community High School District #99
Community Consolidated School District #180
Elmhurst Community Unit School District #205

Ayes: 12 Districts Nays: 0 Districts Absent: 6 Districts

8. Return to Open Session 8:11 p.m./Adjournment

I move to adjourn the meeting at 8:13 p.m. This motion, made by Board Member Lesniak and seconded by Board Member Conover, passed on voice vote.

Chairperson

Secretary



FINANCE COMMITTEE MINUTES

March 9, 2022

SASED Administrative Center

2900 Ogden, Lisle, IL 60532

1. Meeting was called to order with the following present:

Benjamin SD 25, Jack Buscemi
Winfield SD 34, Dr. Matt Rich
Salt Creek SD 48, Ray Kielminski
Woodridge SD 68, Tom Ruggio
Westmont SD 201, Leah Conover
Sue Caddy, Business Manager, Maercker SD 60

Also in attendance:

Dr. Melinda McGuffin, Executive Director, SASED
Don Robinson, Director for Business, SASED
Anita Howard, Recording Secretary, SASED

2. Approval of minutes from January 12, 2022 meeting
Motion made by Member Kielminski, seconded by Member Buscemi to approve the January 12, 2022 finance committee minutes. Upon voice vote, motion passed. Discussion included where appropriate, to bold/include targeted timeframe included on topics discussed.
3. Discuss new policies related to Audit recommendations
 - a. Fund Balance Policy 4:20—Mr. Robinson stated SASED currently has \$18 million cash which is too high, and a policy is needed to address this situation. The suggestion is maximum of 10% of the total budget. Administration is working to align cash balance and fund balance and is confident cash flow can be controlled. This led to a discussion of tuition billing and that districts should be happy with a dual tuition billing cycle. **It was agreed to add the dual tuition billing cycle to another meeting and ask the full Board for input.**
 - b. Capital Asset Policy 4:80—Mr. Robinson shared for this draft policy he used District 68's policy and sent it to the auditor who reviewed it and thought it was very effective. Discussion included that because SASED is not a taxing entity, thresholds are not appropriate therefore SASED utilizes at straight depreciations. It was noted to make sure there is a difference between network equipment and technology infrastructure. There will be inventory work that will also be supported by CLIC, SASED's insurance cooperative.

Motion was made by Member Buscemi, seconded by Member Kielminski to submit policy 4:20 and 4:80 to the policy committee for review. Upon voice vote, motion passed.
4. Discuss Return of Excess Cash, Pre-bill Rates, and Non-member Surcharges—Administration will develop strategies to return excess cash with a rebate possibly given to districts potentially based on student enrollment, but this strategy needs to be discussed with the full board. Another option discussed was to implement the rebate gradually, but it is important to keep tuition rates stable. Discussions will continue after this fiscal year and the fee structure/budget are assessed to be able to make a strong cost-effective plan—**possibly for January 2023**. Other discussion was it would make sense to run a couple of years of tuition at a set rate and observe effect on cash balance. Non-member surcharges have been discussed and SASED is at low end at \$5,000. DuPage West Cook won't make decision until Fall 2022 for the following year. **Administration will survey other entities and get rates.**



Mr. Robinson will summarize items for the Board and seek approval at the March meeting for the operational procedures that need to be changed based on discussion. May be able to adjust the pre-bill lower from the not to exceed approved rate. Tuition billing change is a multi-year process and administration will provide updates to the Board. There are changes in operational procedures that need to be approved.

5. Review Medicaid Distribution Procedures—SASED receives the Medicaid reimbursement and prefers to distribute it to all districts. The process will be easier to manage given the supportive changes being implemented through Embrace. Medicaid distribution is erratic, but district checks can be released within a couple of days of disbursement. **This will be placed on the March board meeting agenda.**
6. Server Refresh—Net56 determined which servers were no longer viable and determined what to replace them with and expect the estimate from Net56 is too high. New servers will be virtual servers. Discussion included logistics of the two buildings (Southeast and Administrative Center.) SASED does not have a technology director as it is outsourced. Mr. Robinson will go to the team to rework the quote and will present it to the Board to not to exceed \$60,000.
7. Southeast Construction/Maintenance Grant—Mr. Robinson updated the committee of the need to spend the \$50,000 construction grant by June 30 while waiting to hear about another \$50,000 grant. Bids will be open on March 17 and approval will be on the March board agenda.
8. Transition Space—Administration met with a relator and undertook a market tour. Given the costs and buildouts that would be necessary, administration will research different options for needed classrooms, especially high school spaces
9. Discuss 2022-23 Classroom Lease Rates Request—The question was raised by a member district regarding the different leases rates for elementary and high school classrooms. There are additional costs for high schools, but **Mr. Robinson will contact the district for further clarification.**
10. Adjournment—*Member Conover moved and Member Buscemi seconded to adjourn the meeting at 6:43 p.m.* Upon voice vote motion passed.

Chairperson

Secretary

PROPOSED PERSONNEL ACTION

1. Resignations/Retirements/Terminations – Administrative Staff

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Last Day Worked</u>	<u>Reason</u>
Sandifer, LaShaunda	Assistant Program Administrator Southeast School	Tuition	7/1/2022	N/A	Accepted another position

2. Resignations/Retirements/Terminations – Licensed Staff

Meginniss, Julie	Teacher/MN Concord	Tuition	8/15/2013	6/6/2022	Accepted another position
Nebel, Cody	Teacher Southeast School	Tuition	1/20/2004	5/31/2022	Accepted another position

3. Resignations/Retirements/Terminations – Registered Staff

Epley, Erin	Occupational Therapist	User Fee Member Dists.	8/13/2018	8/1/2022	Accepted another position
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4. Resignations/Retirements/Terminations – Educational Support Staff

Bowling, Rosanne	1:1 Teacher Assistant	User Fee Dist. #45	4/30/2018	5/27/2022	Retiring
Ebert, Mary	10-month Secretary Southeast School	Tuition	11/16/2018	6/17/2022	Accepted another position
Johnson, Stephanie	1:1 Teacher Assistant	User Fee Dist. #48	11/9/2015	6/3/2022	Retiring
Murphy, Megan	Interpreter/DHH North School	Tuition	8/15/2007	5/27/2022	Retiring

5. Resignations/Retirements/Terminations – Grant Staff

Wrobbel, Tammy	Inclusion Specialist Early CHOICES Grant	Early CHOICES Grant	8/5/2020	5/19/2022	Accepted another position
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6. Appointments – Administrative Staff

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
DiRienzo, Christine	ESY Program Administrator	Tuition	6/29/2022		\$6,475.00

7. Appointments – Educational Support Staff

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
Johnson, Katrina	10-month Admin. Asst. DHH Program – .625 F.T.E.	Tuition	5/9/2022	\$17.00	

8. Appointments – Registered Staff – Contracted

Bailey, Rita	Speech Language Pathologist (Virtual)	Tuition	4/25/2022	\$89.00	
Renaldi, Karen	Speech Language Pathologist	Tuition	4/25/2022	\$89.00	

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 – Educational Support Staff

Jacobson, Elizabeth	Teacher Assistant/VI Addison Trail H.S	05/18/2022 – 05/27/2022
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5/18/2022

April 28, 2022

Julie Grohn
Director of Human Resources
2900 Ogden Ave
Lisle, IL 60532

Dear Julie Grohn,

I am writing to inform you of my intention to resign from my position as Assistant Program Administrator at SASSED effective immediately.

I appreciate the opportunities afforded to me through the offering of this position and hope to work with you all in the future. Please let me know if you need anything from me in the interim.

Thank you,

LaShaunda Sandifer

LaShaunda Sandifer

----- Forwarded message -----

From: **Julie Meginniss** <jmeginniss@sased.org>

Date: Wed, May 11, 2022 at 7:32 AM

Subject: Letter of Resignation

To: Julie Grohn <jgrohn@sased.org>

CC: Christine DiRienzo <cdirienzo@sased.org>, Tina Cerney <tcerney@sased.org>

Hi Julie,

I am writing to inform you that I will not be returning to SASED in the fall as I have found another position. Please let me know if you need anything further from me.

--

Thanks,

Mrs. Julie Meginniss (She/Her)
Early Childhood Multi-Needs Teacher
SASED- Concord Elementary School

On Fri, Apr 22, 2022 at 2:55 PM Cody Nebel <cnebel@sased.org> wrote:

Good afternoon, Julie,

I am not sure what the proper procedure is for this, but I am resigning from SASED effective the final day of this year's contract. I would like to stop by your office Monday and sign any necessary paperwork.

Thank you,

--

Mr. Cody Nebel
Special Education Teacher
Southeast Alternative School
cnebel@sased.org
(630) 551-8543

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Erin Epley, OTD, OTR/L
143 Fellows Ct
Elmhurst, IL 60126
5/9/2022

Julie Grohn, Director of Human Resources
SASED
2900 Ogden Ave
Lisle, IL 60532

Dear Ms. Grohn:

Please accept this letter as my official notice of resignation, effective on August 1, 2022. It has been a pleasure and an honor to work as a SASED Occupational Therapist over the last four years. I have been fortunate to work under the leadership of both Cheryl Huber-Lee, and most recently, Sherilyn Genin. Both have been strong leaders for the department, advocating for best practice and holding the department OTs and PTs to the high standards our districts have come to expect from SASED related services. I have learned so much and have genuinely enjoyed my time at SASED. However, my career path calls me to a new role in academia, and I have accepted the position of Assistant Professor at Elmhurst University. In my new role, I hope to maintain a mutually beneficial relationship with SASED. Please consider me should the need arise for contract work or for any resources or training I might provide from a role in academia where I anticipate having time to disseminate the most recent research.

My last official day at SASED will be August 1, 2022 (though my current year calendar ends on June 2nd). I feel this date may best allow me to support and transition the therapist(s) taking over my caseloads, should the hiring not occur immediately. Of course, I can make myself available to this therapist as needed throughout the month of August (see my professional, personal email below), to answer any questions that may arise. I would be happy to meet with you at your convenience to discuss the transition and take care of any necessary details to close out my time with SASED.

Sincerely,




Erin Epley, OTD, OTR/L
<erin.epley.ot@gmail.com>

CC: Sherilyn Genin, OT and PT Coordinator

School Association for Special Education in DuPage County
Treasurer's Report
April 30, 2022

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>A + B + C + D</u>
	EDUCATION FUND	SELF FUNDED DENTAL INSUR	FSA	SELF FUNDED MEDICAL INSUR	TOTAL EDUCATION FUND
CASH ACTIVITY REPORT					
Beginning Balance					
Investments	<u>16,674,129.52</u>	<u>356,906.96</u>	<u>(30,927.99)</u>	<u>1,006,845.89</u>	<u>18,006,954.38</u>
December Activity					
Interest Earned	3,399.68				3,399.68
Record Health Fund Transfers	(111,967.42)	2,550.60	(374.39)	109,791.21	-
Cash Receipts	713,898.48	1,559.88		6,742.08	722,200.44
Cash Disbursements - General	(756,973.83)		(9,501.85)		(766,475.68)
- Payroll	(1,941,032.79)				(1,941,032.79)
Subtotal	<u>(2,092,675.88)</u>	<u>4,110.48</u>	<u>(9,876.24)</u>	<u>116,533.29</u>	<u>(1,981,908.35)</u>
Ending Balance	<u>14,581,453.64</u>	<u>361,017.44</u>	<u>(40,804.23)</u>	<u>1,123,379.18</u>	<u>16,025,046.03</u>
Investment - Demand Deposit - Fifth Third Bank	6,289,538.22	359,457.56	(31,302.38)	1,116,637.10	7,734,330.50
IL School District Liquid Asset Fund	20,429.08				20,429.08
Fifth Third Securities	<u>8,270,286.45</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,270,286.45</u>
	<u>14,580,253.75</u>	<u>359,457.56</u>	<u>(31,302.38)</u>	<u>1,116,637.10</u>	<u>16,025,046.03</u>



 Don Robinson, Treasurer

**DuPage West Cook Intergovernmental Agreement with School Association for Special Education in DuPage County as fiscal agent
Treasurer's Report
April 30, 2022**

CASH ACTIVITY REPORT

Beginning Balance 4/1/2022	15,215.38
April Activity - Interest Earned	2.24
Ending Balance*	<u>15,217.62</u>

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

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
SCHEDULE OF INVESTMENTS
April 30, 2022

	AMOUNT	INTEREST RATE	TERM	LOCATION	Security/Collateralization
EDUCATION FUND					
PMA IL School District Liquid Asset Fund					
Depository Accounts - Liquid	5,211.46	0.096%	Money Market	ISDLAF	Money Market Mutual Fund
Depository Accounts - Liquid - DuPage West Cook	15,217.62	0.183%	Money Market	ISDLAF	Money Market Mutual Fund
	20,429.08				
FIFTH THIRD BANK					
Depository and Demand Deposit Accounts	6,289,538.22	.05%/.10%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	1,396,778.34	0.05%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	48,013.94	0.10%	N/A	Fifth Third Bank	Collateralized Deposit
	7,734,330.50				
FIFTH THIRD SECURITIES					
Federated Hermes Trs Inst	260,363.15	0.020%	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	2,940,000.00	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	-				
	8,270,286.45				
	16,025,046.03	TOTAL			

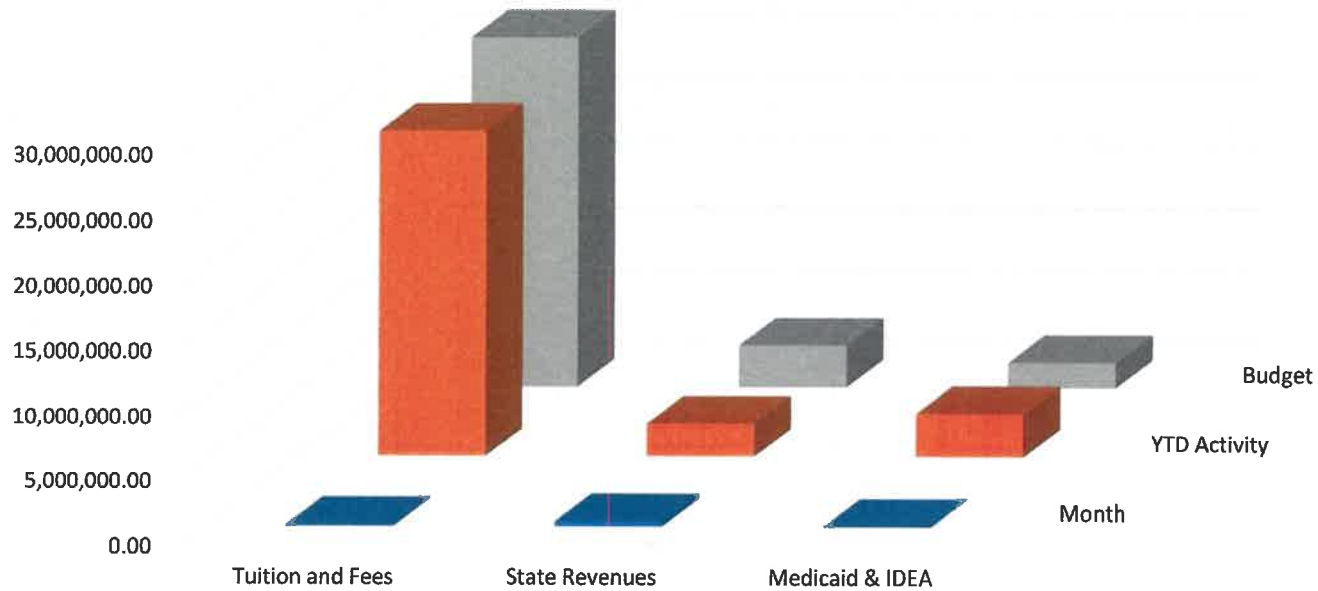
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY MONTHLY REVENUE REPORTING

30-Apr-22

SASED PROGRAMS

<u>Program</u>	<u>Apr-22</u> <u>Monthly Activity</u>	<u>2021-22</u> <u>FYTD Activity</u>	<u>2021-22</u> <u>Original Budget</u>	<u>%</u> <u>YTD</u>
Tuition and Fees	100,751.38	24,918,153.94	26,711,173.00	<u>93.3%</u>
State Revenues	342,748.56	2,555,305.96	3,199,607.00	<u>79.9%</u>
Medicaid & IDEA	0.00	3,341,570.39	1,921,532.00	<u>173.9%</u>
Total	<u>443,499.94</u>	<u>30,815,030.29</u>	<u>31,832,312.00</u>	<u>96.8%</u>

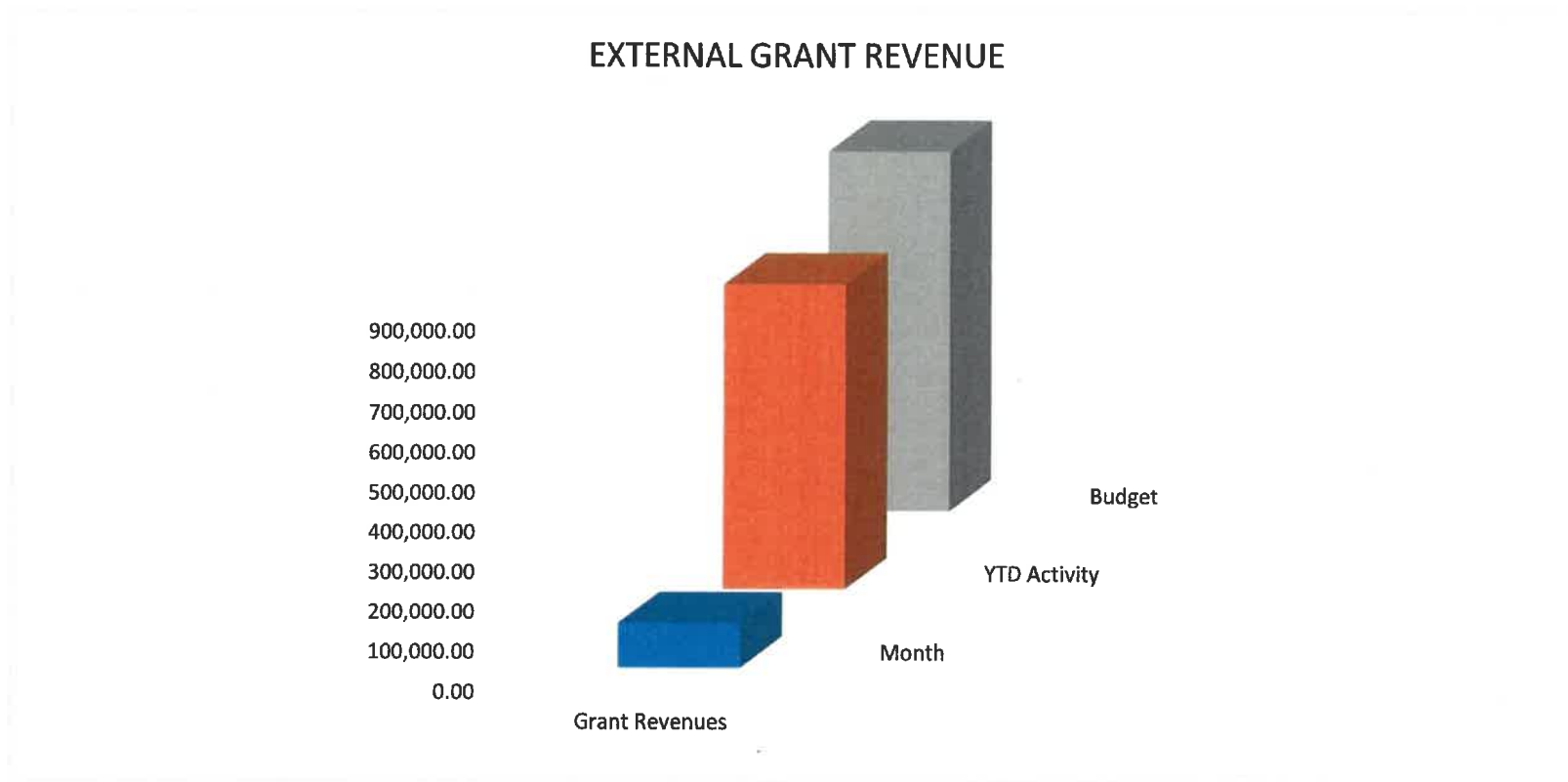
SASED PROGRAM REVENUE



**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY REVENUE REPORTING
30-Apr-22**

EXTERNAL GRANT PROGRAMS

<u>Program</u>	<u>Apr-22 Monthly Activity</u>	<u>2021-22 FYTD Activity</u>	<u>2021-22 Original Budget</u>	<u>% YTD</u>
Grant Revenues	<u>111,784.42</u>	<u>760,094.48</u>	<u>894,487.00</u>	<u>85.0%</u>



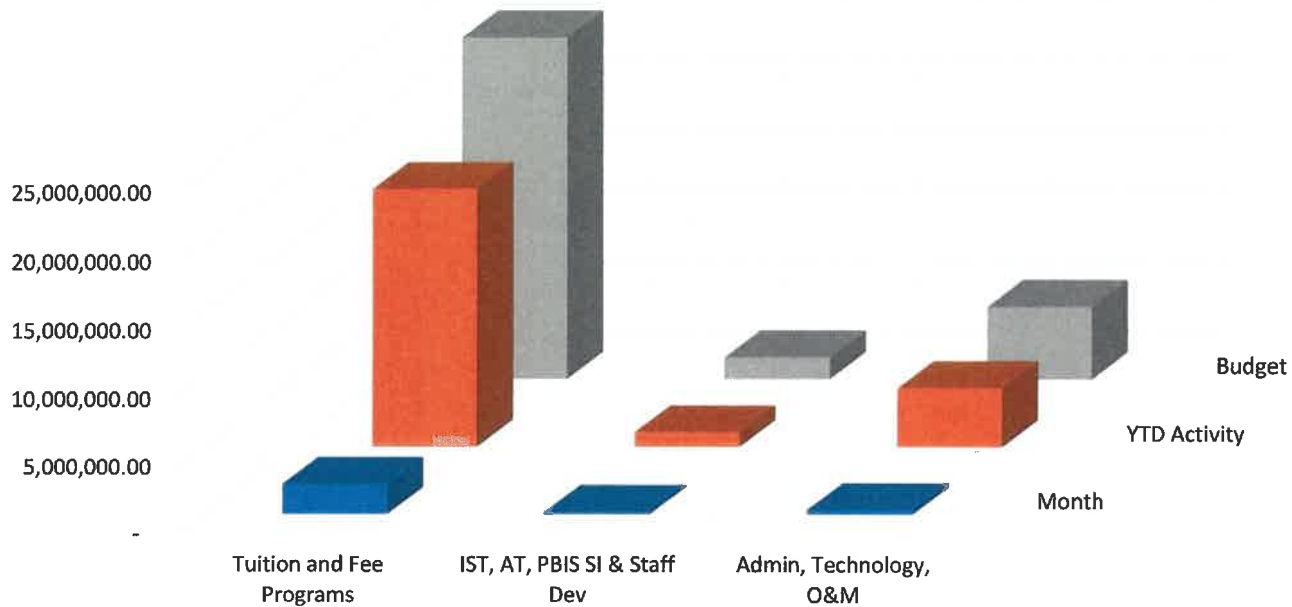
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY MONTHLY EXPENDITURE REPORTING

30-Apr-22

SASED PROGRAMS

<u>Program</u>	<u>Apr-22</u> <u>Monthly Activity</u>	<u>2021-22</u> <u>FYTD Activity</u>	<u>2021-22</u> <u>Original Budget</u>	<u>%</u> <u>YTD</u>
Tuition and Fee Programs	2,250,528.28	18,835,220.39	24,987,334.00	<u>75.4%</u>
IST, AT, PBIS SI & Staff Dev	161,422.45	1,089,818.80	1,603,804.00	<u>68.0%</u>
Admin, Technology, O&M	323,652.32	4,341,624.43	5,309,680.00	<u>81.8%</u>
	<u>2,735,603.05</u>	<u>24,266,663.62</u>	<u>31,900,818.00</u>	<u>76.1%</u>

SASED PROGRAM EXPENDITURES



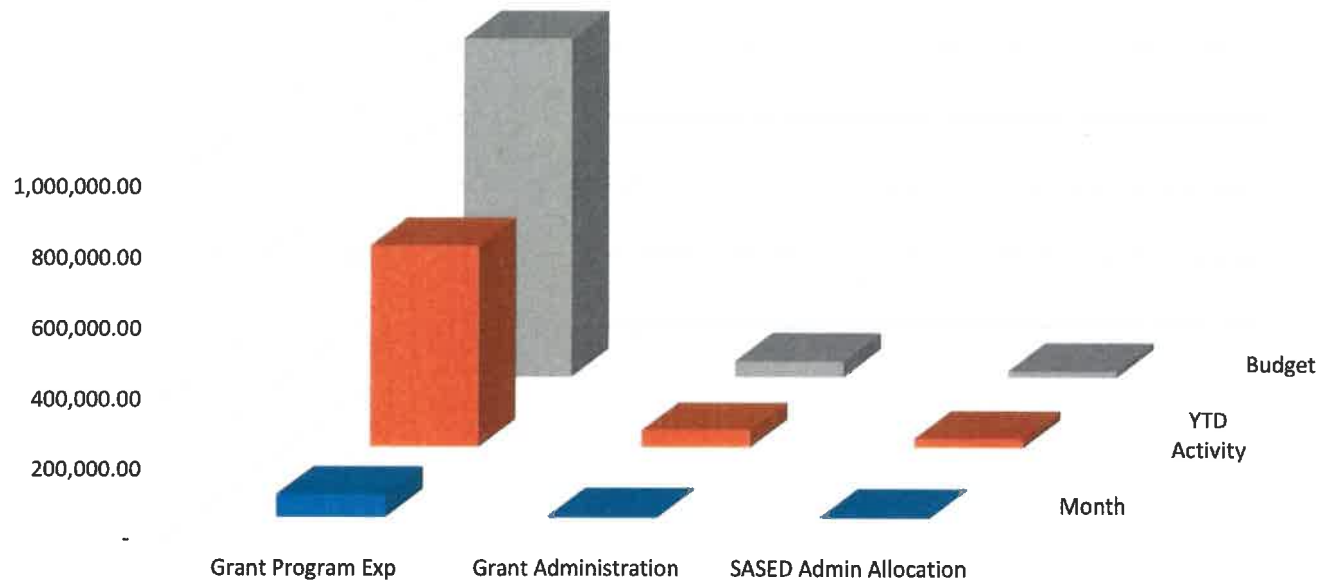
**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY EXPENDITURE REPORTING**

30-Apr-22

EXTERNAL GRANT PROGRAMS

<u>Program</u>	<u>Apr-22 Monthly Activity</u>	<u>2021-22 FYTD Activity</u>	<u>2021-22 Original Budget</u>	<u>% YTD</u>
Grant Program Exp	64,855.69	571,495.95	959,486.00	<u>59.6%</u>
Grant Administration	3,898.27	48,795.94	45,018.00	<u>108.4%</u>
SASED Admin Allocation	<u>2,482.08</u>	<u>26,044.71</u>	<u>17,270.00</u>	<u>150.8%</u>
Total	<u>71,236.04</u>	<u>646,336.60</u>	<u>1,021,774.00</u>	<u>63.3%</u>

EXTERNAL GRANT EXPENDITURES



GROSS PAYROLL

May 2022 \$1,941,032.79

TOTAL SALARY	:	1,941,032.79
TOTAL DEDUCTIONS	:	662,960.35
TOTAL EMPLOYEES	:	358

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

INTERIM PAYROLL LIABILITIES

May 2022 \$ 672,950.94

4/1/2022 Retroactive Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
202100291	ILLINOIS DEPT OF REVENUE	4/1/2022	\$12,479.46
202100294	TEACHERS RETIREMENT (2.2%)	4/1/2022	\$1,603.34
202100295	TEACHERS RETIREMENT SYSTEM	4/1/2022	\$24,878.42
202100296	THIS (TRS HEALTH) FUND	4/1/2022	\$4,339.87
202100297	MB FINANCIAL (FEDERAL)	4/1/2022	\$24,402.44
202100298	MB FINANCIAL BANK (FICA-E)	4/1/2022	\$5,196.79
202100299	MB FINANCIAL BANK (FICA-W)	4/1/2022	\$5,196.79
		7 Wire Transfer Checks For a Total of	\$78,097.11
		0 ACH Checks For a Total of	\$0.00
		0 Computer Checks For a Total of	\$0.00
		Total for 7 Manual, Wire Tran, ACH & Computer Checks	\$78,097.11
		Net Amount	\$78,097.11
10	EDUCATION FUND		\$78,097.11

4/15/2022 Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
212200687	SASED EDUCATION ASSOCIATION	4/15/2022	\$3,522.67	
212200688	SASED SUPPORT STAFF ASSOCIATION	4/15/2022	\$1,345.89	
		2 ACH Checks For a Total of		\$4,868.56
101223	STATE DISBURSEMENT UNIT	4/15/2022	\$456.00	
		1 Computer Check For a Total of		\$456.00
202100300	CPI QUALIFIED PLAN CONSULTANTS	4/15/2022	\$26,418.39	
202100301	ILLINOIS DEPT OF REVENUE	4/15/2022	\$32,906.02	
202100304	TEACHERS RETIREMENT (2.2%)	4/15/2022	\$2,553.60	
202100305	TEACHERS RETIREMENT SYSTEM	4/15/2022	\$39,624.56	
202100306	THIS (TRS HEALTH) FUND	4/15/2022	\$6,912.26	
202100307	MB FINANCIAL (FEDERAL)	4/15/2022	\$62,925.26	
202100308	MB FINANCIAL BANK (FICA-E)	4/15/2022	\$33,130.31	
202100309	MB FINANCIAL BANK (FICA-W)	4/15/2022	\$33,130.31	
202100310	THE OMNI GROUP	4/15/2022	\$1,958.00	
202100311	TEACHERS RETIREMENT (FED)	4/15/2022	\$398.87	
		10 Wire Transfer Checks For a Total of		\$239,957.58
		2 ACH Checks For a Total of		\$4,868.56
		1 Computer Check For a Total of		\$456.00
		Total for 13 Manual, Wire Tran, ACH & Computer Checks		\$245,282.14
		Net Amount		\$245,282.14
10	EDUCATION FUND			\$245,282.14

4/29/2022 Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
212200767	SASED EDUCATION ASSOCIATION	4/29/2022	\$3,651.80	
212200768	SASED SUPPORT STAFF ASSOCIATION	4/29/2022	\$1,283.85	
		2 ACH Checks For a Total of		\$4,935.65
101293	GLENN STEARNS, CHAP 13 TRUSTEE	4/29/2022	\$1,125.00	
101294	STATE DISBURSEMENT UNIT	4/29/2022	\$456.00	
101295	UNITED WAY OF NAPERVILLE	4/29/2022	\$20.00	
		3 Computer Checks For a Total of		\$1,601.00
202100292	IMRF (EMPLOYEES CONT)	4/1/2022	\$699.17	
202100293	IMRF (EMPLOYERS CONT)	4/1/2022	\$1,114.00	
202100302	IMRF (EMPLOYEES CONT)	4/15/2022	\$19,412.65	
202100303	IMRF (EMPLOYERS CONT)	4/15/2022	\$27,464.26	
202100312	CPI QUALIFIED PLAN CONSULTANTS	4/29/2022	\$26,419.37	
202100313	ILLINOIS DEPT OF REVENUE	4/29/2022	\$32,723.70	
202100314	IMRF (EMPLOYEES CONT)	4/29/2022	\$19,740.71	
202100315	IMRF (EMPLOYERS CONT)	4/29/2022	\$27,924.84	
202100316	TEACHERS RETIREMENT (2.2%)	4/29/2022	\$2,524.80	
202100317	TEACHERS RETIREMENT SYSTEM	4/29/2022	\$39,177.59	
202100318	THIS (TRS HEALTH) FUND	4/29/2022	\$6,834.29	
202100319	MB FINANCIAL (FEDERAL)	4/29/2022	\$63,292.93	
202100320	MB FINANCIAL BANK (FICA-E)	4/29/2022	\$33,325.58	
202100321	MB FINANCIAL BANK (FICA-W)	4/29/2022	\$33,325.58	
202100322	THE OMNI GROUP	4/29/2022	\$1,958.00	
202100323	TEACHERS HEALTH INSURANCE SECURITY (THIS) FUND	4/29/2022	\$435.46	
202100324	TEACHERS RETIREMENT (FED)	4/29/2022	\$398.87	
202100325	IMRF (EMPLOYERS CONT)	4/29/2022	\$7,263.24	
		18 Wire Transfer Checks For a Total of		\$344,035.04
		2 ACH Checks For a Total of		\$4,935.65
		3 Computer Checks For a Total of		\$1,601.00
		Total for 23 Manual, Wire Tran, ACH & Computer Checks		\$350,571.69
		Net Amount		\$350,571.69
10	EDUCATION FUND			\$350,571.69

BILLS PAYABLE LIST – FLOW THROUGH

May 19, 2022 \$247,945.89

CHECK		CHECK	INVOICE		
DATE	NUMBER	VENDOR	DESCRIPTION		AMOUNT
05/19/2022	212200773	KEENEYVILLE DISTRICT	Medicaid Fee for Service for Services provided 9/21 to 11/21		18,255.51
05/19/2022	212200774	BENJAMIN SCHOOL DIST	Medicaid Fee for Service for Services provided 9/21 to 11/21		704.11
05/19/2022	212200775	DUPAGE COUNTY SCHOOL	Medicaid Fee for Service for Services provided 9/21 to 11/21		69,366.32
05/19/2022	212200776	SALT CREEK SCHOOL DI	Medicaid Fee for Service for Services provided 9/21 to 11/21		248.09
05/19/2022	212200777	DOWNERS GROVE DISTRI	Medicaid Fee for Service for Services provided 9/21 to 11/21		1,881.19
05/19/2022	212200778	MAERCKER DISTRICT #6	Medicaid Fee for Service for Services provided 9/21 to 11/21		7,130.99
05/19/2022	212200779	CASS SCHOOL DISTRICT	Medicaid Fee for Service for Services provided 9/21 to 11/21		407.92
05/19/2022	212200780	CENTER CASS DISTRICT	Medicaid Fee for Service for Services provided 9/21 to 11/21		1,714.41
05/19/2022	212200781	WOODRIDGE DISTRICT #	Medicaid Fee for Service for Services provided 9/21 to 11/21		49,252.33
05/19/2022	212200782	DUPAGE HS DISTRICT #	Medicaid Fee for Service for Services provided 9/21 to 11/21		6,244.15
05/19/2022	212200783	COMMUNITY HS DISTRIC	Medicaid Fee for Service for Services provided 9/21 to 11/21		1,180.75
05/19/2022	212200784	COMMUNITY HS DIST #9	Medicaid Fee for Service for Services provided 9/21 to 11/21		2,038.49
05/19/2022	212200785	COMMUNITY CONSOLIDAT	Medicaid Fee for Service for Services provided 9/21 to 11/21		2,246.39
05/19/2022	212200786	LISLE CUSD #202	Medicaid Fee for Service for Services provided 9/21 to 11/21		28,084.58
05/19/2022	212200787	ELMHURST CUSD #205	Medicaid Fee for Service for Services provided 9/21 to 11/21		19,964.16
Totals for checks					208,719.39

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>	
<u>DATE</u>	<u>NUMBER</u> <u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
05/19/2022	101316 MARQUARDT SCHOOL DIS	Medicaid Fee for Service for Services provided 9/21 to 11/21	231.20
05/19/2022	101317 WEST CHICAGO SCHOOL	Medicaid Fee for Service for Services provided 9/21 to 11/21	36,664.67
05/19/2022	101318 WINFIELD SCHOOL DIST	Medicaid Fee for Service for Services provided 9/21 to 11/21	94.83
05/19/2022	101319 LOMBARD SCHOOL DIST.	Medicaid Fee for Service for Services provided 9/21 to 11/21	152.73
05/19/2022	101320 FRANKLIN PARK SCH DI	Medicaid Fee for Service for Services provided 9/21 to 11/21	232.81
05/19/2022	101321 UNION RIDGE DISTRICT	Medicaid Fee for Service for Services provided 9/21 to 11/21	97.55
05/19/2022	101322 HILLSIDE SCHOOL DIST	Medicaid Fee for Service for Services provided 9/21 to 11/21	332.40
05/19/2022	101323 OAK PARK SCHOOL DIST	Medicaid Fee for Service for Services provided 9/21 to 11/21	63.82
05/19/2022	101324 CICERO SCHOOL DIST #	Medicaid Fee for Service for Services provided 9/21 to 11/21	341.75
05/19/2022	101325 NORTH PALOS SCHOOL D	Medicaid Fee for Service for Services provided 9/21 to 11/21	8.99
05/19/2022	101326 WESTMONT CUSD #201	Medicaid Fee for Service for Services provided 9/21 to 11/21	614.70
05/19/2022	101327 JOLIET H.S. DISTRICT	Medicaid Fee for Service for Services provided 9/21 to 11/21	340.91
05/19/2022	101328 VALLEY VIEW DIST #36	Medicaid Fee for Service for Services provided 9/21 to 11/21	50.14
		Totals for checks	39,226.50

BILLS PAYABLE LIST – SASED PROGRAMS

May 19, 2022 \$ 357,888.92

CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
05/19/2022	101330	OFFICE DEPOT	Laser Index Tabs	31.47
05/19/2022	101330	OFFICE DEPOT	Project Search Supplies	11.11
05/19/2022	101330	OFFICE DEPOT	Project Search Supplies	159.81
05/19/2022	101330	OFFICE DEPOT	12 - 1 Inch Binders for Training on 4-21-22	21.60
05/19/2022	101330	OFFICE DEPOT	Scotts Shipping Tape	27.78
05/19/2022	101330	OFFICE DEPOT	Classroom office supplies	18.47
05/19/2022	101330	OFFICE DEPOT	Classroom office supplies	43.00
05/19/2022	101330	OFFICE DEPOT	OT PT Office Supplies	6.22
05/19/2022	101330	OFFICE DEPOT	OT PT Office Supplies	192.73
05/19/2022	101330	OFFICE DEPOT	Address Labels	20.91
05/19/2022	101331	WINFIELD SCHOOL DIST	SASED Student Lunches - March 2022	392.89
05/19/2022	101332	WESTMONT CUSD #201	SASED Student Meals - March 2022	1,067.63
05/19/2022	101333	ABLENET INC	Hitch (Switch inferface)	480.00
05/19/2022	101334	ADVOCATE OCCUPATIONA	S. Siegel	89.00
05/19/2022	101335	AMERICANEAGLE.COM, I	Shared Server and Maintenance	225.00
05/19/2022	101336	AYA HEALTHCARE INC.	School Psychologist 4/4/22 to 4/29/22	14,710.14
05/19/2022	101337	BERWYN GARAGE	Repairs MN02	864.01
05/19/2022	101337	BERWYN GARAGE	Replace Wiper Blades MN01	94.70
05/19/2022	101337	BERWYN GARAGE	Repairs MN03	125.42
05/19/2022	101338	CHC WELLBEING	Flu Shots/Vouchers (2)	80.00
05/19/2022	101339	CHEM-CARE, INC.	Scott Paper Towels	791.59
05/19/2022	101340	CLASSIC LANDSCAPE, L	Mulch at SE Alternative	550.00
05/19/2022	101340	CLASSIC LANDSCAPE, L	May 2022 Landscaping SE	1,207.50
05/19/2022	101342	CREATIVE EXCHANGE	Music Therapy - Albright 4/5, 4/12, 4/19, 4/26	300.00
05/19/2022	101342	CREATIVE EXCHANGE	Music Therapy-Swartz 4/5, 4/7, 4/12, 4/14, 4/19, 4/21, 4/26, 4/28	600.00
05/19/2022	101342	CREATIVE EXCHANGE	Music Therapy-Transition 4/8, 4/22, 4/29	450.00
05/19/2022	101342	CREATIVE EXCHANGE	Music Therapy-DHH 4/5, 4/7, 4/12, 4/14, 4/19, 4/21, 4/26, 4/28	600.00
05/19/2022	101342	CREATIVE EXCHANGE	Music Therapy-STARS 4/8, 4/22, 4/29	675.00
05/19/2022	101342	CREATIVE EXCHANGE	Music Therapy-Addison Trail 4/5, 4/12, 4/19, 4/26	300.00
05/19/2022	101342	CREATIVE EXCHANGE	Music Therapy-Salt Creek 4/5, 4/7, 4/12, 4/14, 4/19, 4/21, 4/26, 4/28	600.00
05/19/2022	101342	CREATIVE EXCHANGE	Music Therapy-SE 4/6, 4/13, 4/20, 4/27	900.00
05/19/2022	101343	CUNA MUTUAL GROUP	012-1653-4	62.50
05/19/2022	101344	DEPARTMENT OF PROFES	Fingerprint License/Dana Gerus	150.00
05/19/2022	101345	DPCP CORPORATION	2 Parent Workshops outlined below: Date: April 6, 2022 - "Burning Up instead of Burning Out! Mental Health Awareness to improve physical, intellectual, and emotional health!" Time:	1,500.00

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			6:00 PM - 7:30 PM CST Date: April 12, 2022 - "Building Relationships with Challenging Children." Time: 6:00 PM - 7:30 PM CST Location: virtual - platform = Zoom	
05/19/2022	101346	EDU HEALTHCARE, LLC	M. Lane 4/11/22 to 4/14/22	877.50
05/19/2022	101346	EDU HEALTHCARE, LLC	J. Daniels 4/11/22 to 4/14/22	1,274.85
05/19/2022	101346	EDU HEALTHCARE, LLC	M. Lane 4/4/22 to 4/8/22	1,432.35
05/19/2022	101346	EDU HEALTHCARE, LLC	J. Daniels 4/4/22 to 4/8/22	1,589.85
05/19/2022	101346	EDU HEALTHCARE, LLC	J. Daniels 4/19/22 to 4/22/22	1,289.70
05/19/2022	101346	EDU HEALTHCARE, LLC	M. Lane 4/18/22 to 4/22/22	1,462.50
05/19/2022	101346	EDU HEALTHCARE, LLC	M. Lane 4/25/22 to 4/29/22	1,417.50
05/19/2022	101346	EDU HEALTHCARE, LLC	J. Daniels 4/25/22 to 4/29/22	1,484.55
05/19/2022	101347	ENABLING DEVICES	Finger Switch, Head Switch, Talkable 2, Talkable 3 and Talkable 4	733.75
05/19/2022	101348	ENGLER CALLAWAY BAAS	General School Law April 2022	4,508.00
05/19/2022	101350	FOXHIRE, LLC	Beth Kern Week Ending 4/15/22	2,385.00
05/19/2022	101350	FOXHIRE, LLC	Samantha Avgerinos Week Ending 4/15/22	2,190.00
05/19/2022	101350	FOXHIRE, LLC	Perla Vargas Varela Week Ending 4/15/22	407.34
05/19/2022	101350	FOXHIRE, LLC	Amelia McDowell Week Ending 4/15/22	2,190.00
05/19/2022	101350	FOXHIRE, LLC	Amelia McDowell Week Ending 4/22/22	2,737.50
05/19/2022	101350	FOXHIRE, LLC	Perla Vargas Varela Week ending 4/22/22	2,190.00
05/19/2022	101350	FOXHIRE, LLC	Samantha Averinos Week Ending 4/22/22	2,737.50
05/19/2022	101350	FOXHIRE, LLC	Beh Kern Week Ending 4/22/22	2,981.25
05/19/2022	101350	FOXHIRE, LLC	Beth Kern Week Ending 4/29/22	2,981.25
05/19/2022	101350	FOXHIRE, LLC	Samantha Avgerinos Week Ending 4/29/22	2,591.50
05/19/2022	101350	FOXHIRE, LLC	Perla Vargas Varela Week Ending 4/29/22	2,737.50
05/19/2022	101350	FOXHIRE, LLC	Amelia McDowell Week Ending 4/29/22	2,737.50
05/19/2022	101351	HEARTLAND ALLIANCE H	Audiology Interpreting - Audiology/North Elementary/Westmont Jr. High	4,290.00
05/19/2022	101351	HEARTLAND ALLIANCE H	Audiology/SASED Interpreting	1,975.00
05/19/2022	101352	ILLINOIS ASCD	ASCD Constructive Leadership that Promotes Student Success on May 2, 2022 for Kerry Shanahan and Book All Learning is Social & Emotional book.	279.95
05/19/2022	101353	ILLINOIS STATE POLIC	Fingerprinting March 2021	176.00
05/19/2022	101354	ILOTA	Membership Renewal	96.00
05/19/2022	101355	INSTRUCTIONAL COACHI	Registration for 2 Day Virtual Workshop - The Impact Cycle, May 16 & 17, 2022 for Kerry Shanahan	595.00

CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
05/19/2022	101355	INSTRUCTIONAL COACHI	Registration for May Ahn & Kristyn Moroz for the 2 Day Virtual training , The Impact Cycle on May 17 & 17, 2022	1,190.00
05/19/2022	101356	JASON JOBB	Mileage Reimbursement 4/4/22 to 4/29/22	120.04
05/19/2022	101357	KEY2ED	Registration - T Corral	480.00
05/19/2022	101358	LEARNING WITHOUT TEA	Shannon Bohnert North SLP Order	239.25
05/19/2022	101359	MACGILL DISCOUNT MED	BP Monitor for AHS student	101.99
05/19/2022	101360	MAXIM HEALTHCARE SER	ERM360-0366 Period Ending 4/16/22	9,578.70
05/19/2022	101360	MAXIM HEALTHCARE SER	ERM360-0366 Period Ending 4/9/22	13,070.69
05/19/2022	101360	MAXIM HEALTHCARE SER	ERM360-0366 Period Ending 4/23/22	11,953.56
05/19/2022	101360	MAXIM HEALTHCARE SER	ERM360-0366 Period Ending 4/30/22	12,238.90
05/19/2022	101361	MICROSONIC INC.	A. Ontiveros	64.00
05/19/2022	101361	MICROSONIC INC.	F. Wrigley	60.00
05/19/2022	101361	MICROSONIC INC.	L Androde	60.00
05/19/2022	101361	MICROSONIC INC.	S. Rios	108.00
05/19/2022	101361	MICROSONIC INC.	E. Valdez	108.00
05/19/2022	101361	MICROSONIC INC.	J. Dominique	108.00
05/19/2022	101361	MICROSONIC INC.	R. Hanson	122.00
05/19/2022	101361	MICROSONIC INC.	Y. Santiago	77.00
05/19/2022	101361	MICROSONIC INC.	Y. Santiago	48.00
05/19/2022	101362	MPOWER GENERATORS IN	Backup Generator (SE)	2,605.44
05/19/2022	101363	NAPERVILLE MULCH SAL	Mulch Delivery SE	144.00
05/19/2022	101364	NORTHERN ILLINOIS UN	NIU Naperville Room Rental for 4/25/2022 for Social Work Networking Class	530.00
05/19/2022	101365	PHILLIP'S FLOWERS	J. Miller	75.95
05/19/2022	101366	PITSCO EDUCATION, LL	Westmont IT Project Supplies	164.17
05/19/2022	101367	PLANSOURCE	ACA/PEPM April 2022	2,152.92
05/19/2022	101368	PREFERRED MEAL SYSTE	Southeast Alternative	7,891.31
05/19/2022	101368	PREFERRED MEAL SYSTE	Transition Center	3,407.42
05/19/2022	101369	PROCARE THERAPY	R. Schaults 4/7/22 to 4/8/22	735.00
05/19/2022	101369	PROCARE THERAPY	R. Schaults 4/11/22 to 4/15/22	1,820.00
05/19/2022	101369	PROCARE THERAPY	A. Beles 4/4/22 to 4/7/22	1,876.00
05/19/2022	101369	PROCARE THERAPY	R. Schaults 4/19/22 to 4/22/22	1,820.00
05/19/2022	101369	PROCARE THERAPY	R. Schaults 4/26/22 to 4/29/22	2,275.00
05/19/2022	101370	PROJECT SEARCH PROMO	Project Search Graduation Gifts	113.00
05/19/2022	101371	PYRAMID EDUCATIONAL	PECS Started Kit	189.20
05/19/2022	101372	REDDY, CARLY	Reimbursement - School Bus Driver Renewal Fee	4.00
05/19/2022	101373	RIDGE TRAINING	Ridge Training with James Bolton Date: April 21, 2022 - "Ridge Training-Communication Skills for Adult SEL" Time: 8:30 AM - 3:30 PM CST	8,520.00

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
05/19/2022	101374	RIFTON	Rifton Activity Chair Medium Sandals	71.25
05/19/2022	101375	ROBBINS SCHWARTZ	Cerney/Personnel	1,668.75
05/19/2022	101376	SCHOOL NURSE SUPPLY	Children's Disposable Masks	54.85
05/19/2022	101377	SOLIANT	33664 Dates 4/4/22 to 4/8/22	13,325.00
05/19/2022	101377	SOLIANT	33664 Dates: 4/11/22 to 4/14/22	9,419.50
05/19/2022	101377	SOLIANT	E. Williams 3/28/22 to 4/1/22	2,250.00
05/19/2022	101377	SOLIANT	33664 Dates: 4/18/22 to 4/22/22	12,777.50
05/19/2022	101377	SOLIANT	33664 Dates: 4/25/22 tp 4/29/22	15,955.25
05/19/2022	101378	SOUND INSIGHT INC	Transition, DHH, North	434.00
05/19/2022	101379	STAMATELOPOULOS, KEL	Mileage Reimbursement 4/4/22 to 4/29/22	153.86
05/19/2022	101380	SUBURBAN DRIVE LINE	Safety Test V10	40.00
05/19/2022	101380	SUBURBAN DRIVE LINE	Safety Test TR03	40.00
05/19/2022	101381	SUBURBANITE BOWL INC	3/3, 3/9, 3/10, 3/11, 3/18	156.10
05/19/2022	101382	THE STEPPING STONES	SASE1501 Dates: 3/6/22 to 3/19/22	26,060.95
05/19/2022	101382	THE STEPPING STONES	SASE1501 Dates 3/20/22 to 4/2/22	13,536.40
05/19/2022	101382	THE STEPPING STONES	SASE1501 Dates: 4/3/22 to 4/16/22	24,143.65
05/19/2022	101383	THERAPY SHOPPE	OT PT Supply Order 4-21-22	609.25
05/19/2022	101384	UCP SEQUIN OF GREATE	Collaboration-Exxtended	1,200.00
05/19/2022	101384	UCP SEQUIN OF GREATE	Collaboration	900.00
05/19/2022	101384	UCP SEQUIN OF GREATE	Collaboration-Extended	1,200.00
05/19/2022	101384	UCP SEQUIN OF GREATE	Collaboration-Extended	1,200.00
05/19/2022	101385	ULINE INC.	Shelving/Cabinet	1,138.50
05/19/2022	101386	URBAN, JESSICA	Mileage Reimbursement 3/2/22 to 3/25/22	78.86
05/19/2022	101387	WARD, KRISTEN	Mileage Reimbursement 3/8/22 to 4/25/22	33.29
05/19/2022	101388	WILSON LANGUAGE TRAI	Wilson Language Training Foundations Teachers' Kit K SKU: F2FTKK Holmes	1,117.80
05/19/2022	101388	WILSON LANGUAGE TRAI	Wilson Language Training Foundations Level K Workshop	289.00
Totals for checks				291,602.62

CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
05/19/2022	212200795	KEENEYVILLE DISTRICT	SASED Student Meals - March 2022	366.12
05/19/2022	212200796	DUPAGE COUNTY SCHOOL	SASED Student Meals - March 2022 North	1,674.99
05/19/2022	212200797	SALT CREEK SCHOOL DI	Sunbelt Staffing 4/16/22	578.00
05/19/2022	212200797	SALT CREEK SCHOOL DI	Sunbelt Staffing 04/23/22	578.00
05/19/2022	212200797	SALT CREEK SCHOOL DI	Sunbelt Staffing 04/09/22	2,040.50
05/19/2022	212200797	SALT CREEK SCHOOL DI	Sunbelt Staffing 4/30/22	135.75
05/19/2022	212200797	SALT CREEK SCHOOL DI	SASED Student Meals - March 2022	1,145.32
05/19/2022	212200798	DOWNERS GROVE DISTRI	SASED Student Lunches - March 2022	660.58
05/19/2022	212200799	MAERCKER DISTRICT #6	SASED Student Lunches - March 2022	73.40
05/19/2022	212200799	MAERCKER DISTRICT #6	SASED Student Lunches - February 2022	69.08
05/19/2022	212200800	CASS SCHOOL DISTRICT	SASED Student Lunches - March 2022	220.19
05/19/2022	212200801	CENTER CASS DISTRICT	SASED Student Meals - March 2022	333.06
05/19/2022	212200802	WOODRIDGE DISTRICT #	SASED Student Lunches - March 2022	64.76
05/19/2022	212200803	2955, LLC	June 2022 Rent for 2900 Ogden Ave., Lisle, IL	47,272.02
05/19/2022	212200804	AL WARREN OIL CO., I	4/14/22 Delivery	698.43
05/19/2022	212200804	AL WARREN OIL CO., I	Delivery 4/21/22	703.91
05/19/2022	212200804	AL WARREN OIL CO., I	Delivery 4/28/22	787.05
05/19/2022	212200804	AL WARREN OIL CO., I	Delivery 5/5/22	715.22
05/19/2022	212200805	ALDRICH, DANA	Mileage Reimburement 4/6/22 to 4/27/22	18.95
05/19/2022	212200806	ARVANS, SUSAN	Mileage Reimbursent 2/4/22 to 2/11/22	23.07
05/19/2022	212200807	BELL, MATTHEW	Mileage Reimbursement 4/8/22 to 4/29/22	60.81
05/19/2022	212200808	BERGFELD, BETH	Mileage Reimbursement 4/4/22 tp 4/29/22	62.46
05/19/2022	212200809	BOCZKOWSKI, DEBRA	Mileage Reimbursement 2/1/22 to 3/25/22	411.55
05/19/2022	212200810	BOOTSMA, KRISTY	Mileage Reimbursement 4/5/22 to 4/29/22	92.46
05/19/2022	212200811	BRADLEY, LISA	Mileage Reimbursement 3/9/22 to 4/29/22	29.25
05/19/2022	212200812	CARRASQUILLO, ELIZAB	Mileage Reimbursement 4/4/22 to 4/29/22	154.19
05/19/2022	212200813	CHAPLIN, KRISTINE	Mileage Reimbursement 3/1/22 to 3/25/22	168.30
05/19/2022	212200813	CHAPLIN, KRISTINE	Mileage Reimbursement 4/4/22 to 4/28/22	218.03
05/19/2022	212200814	CREAGAN, HELEN	Mileage Reimbursement 4/4/22 to 4/29/22	108.40
05/19/2022	212200815	DIAZ, CRYSTAL	Reimbursement - Classroom supplies	43.26
05/19/2022	212200816	DIXON, KENNEDI	May 2022 Travel Allowance	400.00
05/19/2022	212200817	DORCHACK, MARIA	Mileage Reimbursement 4/4/22 to 4/29/22	159.59
05/19/2022	212200818	EBERT, MARY	Reimbursement - Snacks for	64.81

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			SAT Testing	
05/19/2022	212200819	GERUS, DANA	Reimbursement - Fingerprint Vendor License	65.00
05/19/2022	212200820	GROHN, JULIE	May 2022 Travel Allowance	400.00
05/19/2022	212200821	HOFFMAN, MELISSA	Mileage Reimbursement 2/8/22 to 4/12/22	10.53
05/19/2022	212200822	HOMAN, JULIA	Mileage Reimbursement 4/5/22 to 4/29/22	247.14
05/19/2022	212200823	HUNTLEY, EMILEE	Mileage Reimbursement 3/2/22 to 4/26/22	206.80
05/19/2022	212200824	JOHNSON, JULIA	Mileage Reimbursement 3/1/22 to 3/22/22	57.39
05/19/2022	212200825	LUSK, DENISE	Reimbursement - Party Supplies	14.88
05/19/2022	212200826	LUSTIG, SAMANTHA	Mileage Reimbursement 4/14/22	4.39
05/19/2022	212200827	MARTIN, CHRISTINE	May 2022 Travel Allowance	400.00
05/19/2022	212200828	MC CULLOUGH, LISA	Reimbursement Walgreens (Instructional Supplies)	30.98
05/19/2022	212200829	MCGUFFIN, MELINDA	May 2022 Travel Allowance	400.00
05/19/2022	212200829	MCGUFFIN, MELINDA	Reimbursement - Transition Coffee Cart Supplies	681.73
05/19/2022	212200830	MOROZ, KRISTYN	Mileage Reimbursement 4/4/22 to 4/28/22	147.42
05/19/2022	212200831	MOYNIHAN, LYNN	Mileage Reimbursement 04/04/22 to 04/28/22	72.47
05/19/2022	212200832	MUELLER, KIMBERLY	Mileage Reimbursement 1/17/22 to 3/4/22	356.92
05/19/2022	212200833	MURPHY, MEGAN	Mileage Reimbursement 4/5/22 to 4/28/22	18.25
05/19/2022	212200834	NOWAK, SUSAN	Mileage Reimbursement 2/4/22 to 4/29/22	97.99
05/19/2022	212200835	PADDEN, JODI	Mileage Reimbursement 2/3/22 to 2/24/22	98.28
05/19/2022	212200836	PETERSON, COLLEEN	Mileage Reimbursement 3/2/22 to 4/29/22	81.14
05/19/2022	212200837	PETERSEN, JENNIFER	Mileage Reimbursement 3/1/22 to 4/29/22	54.05
05/19/2022	212200838	ROBINSON, DONALD	May 2022 Travel Allowance	400.00
05/19/2022	212200839	ROSS, KATHLEEN	Mileage Reimbursement 3/1/22 to 4/29/22	171.76
05/19/2022	212200840	SCIANNA, MICHAEL	Mileage Reimbursement 2/16/22 to 3/11/22	204.98
05/19/2022	212200841	SEYLER, NICOLE	Mileage Reimbursement 9/20/21 to 12/16/21	348.88
05/19/2022	212200842	SHANAHAN, KERRY	Mileage Reimbursement 4/6/22 to 4/29/22	336.27
05/19/2022	212200843	SMITH, CLAIRE	Mileage Reimbursement 4/5/22 to 4/29/22	208.69
05/19/2022	212200844	SOBERON, SAMANTHA	Mileage Reimbursement 3/9/22 to 3/25/22	33.35
05/19/2022	212200845	SPLITEK, KATHLEEN	Reimbursement for Classroom Supplies	10.98
05/19/2022	212200846	STORNELLO, KAREN	Mileage Reimbursement 2/4/22 to 4/25/22	86.05
05/19/2022	212200847	TATHAM, SARA	ICTW Symposium Reimbursement	459.15
05/19/2022	212200847	TATHAM, SARA	Mileage Reimbursement 4/5/22	67.86

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>	
<u>DATE</u>	<u>NUMBER</u> <u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
		to 4/28/22	
05/19/2022	212200848 TOMITA, GREGORY	Mileage Reimbursement 1/7/22	167.78
		to 3/22/22	
05/19/2022	212200849 WAWCZAK, ELIZABETH	Mileage Reimbursement 3/2/22	81.08
		to 3/23/22	
05/19/2022	212200850 WHITE, SHEILA	Mileage Reimbursement 4/4/22	132.60
		to 4/25/22	
		Totals for checks	66,286.30

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
10	EDUCATION FUND	0.00	0.00	66,286.30	66,286.30
***	Fund Summary Totals ***	0.00	0.00	66,286.30	66,286.30

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

BILLS PAYABLE LIST – GRANTS

May 19, 2022 \$ 4,357.59

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>		
<u>DATE</u>	<u>NUMBER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
05/19/2022	101329	WROBBEL, TAMMY	Travel/Phone/Internet/Postage Reimbursement	210.98
			Totals for checks	210.98

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>		
<u>DATE</u>	<u>NUMBER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
05/19/2022	212200788	ACCOUNTABILITY SOLUT	A.S. FY 2022 Main Contract	2,700.00
05/19/2022	212200789	BAIN, AMY	Travel/Phone/Internet Reimbursement	128.38
05/19/2022	212200790	KREMER, ANN	Travel/Phone/Internet Reimbursement	553.18
05/19/2022	212200791	REISING RECHNER, PAM	Travel/Phone/Internet Reimbursement	401.11
05/19/2022	212200792	ROPARS, EMILY	Phone/Internet/Supplies Reimbursement	114.70
05/19/2022	212200793	SCHACKMANN, JULIE	Phone/Internet Reimbursement	42.31
05/19/2022	212200794	TOKAT, TALIN	Travel/Internet/Phone Reimbursement	206.93
			Totals for checks	4,146.61

INTERIM CHECKS

April 2022 \$ 336,647.59

CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
04/08/2022	101213	AMERICAN HERITAGE LI	W6508	1,111.28
04/08/2022	101214	CONSTELLATION NEW EN	1352696-0 Service Peirod: 2/25/22 to 3/28/22	4,674.05
04/08/2022	101215	GUARDIAN - ALTERNATE	00519548 March 2022	17,628.81
04/08/2022	101216	HEALTH CARE SERVICE	6573182296 March 2022	246,875.20
04/08/2022	101217	HOME DEPOT CREDIT SE	6035322005175868	350.46
04/08/2022	101218	KONICA MINOLTA PREMI	1303175 DatesL 3/22/22 to 4/22/22	2,275.00
04/08/2022	101219	NET56	Monthly Billing April 2022	22,413.28
04/08/2022	101219	NET56	Internet Access/Connectivity April 2022	3,796.51
04/08/2022	101220	T-MOBILE	979924297 Dates: 2/21/22 to 3/20/22	558.60
04/08/2022	101220	T-MOBILE	976288363 Dates: 2/21/22 to 3/20/22	616.00
04/08/2022	101221	UNIVERSAL PREMIUM	SN814 Dates: 3/16/22 to 3/31/22	776.18
04/08/2022	101221	UNIVERSAL PREMIUM	SN814 Period: 3/16/22 to 3/31/22 District #99	230.04
04/08/2022	101222	VERIZON WIRELESS	685742208-00001 Feb 20 to March 19	16.11
04/08/2022	101222	VERIZON WIRELESS	480335060-00002 Feb 20 to Mar 19	2.83
04/08/2022	101222	VERIZON WIRELESS	285824433-00001 Feb 20 to Mar 19	2.83
04/08/2022	101222	VERIZON WIRELESS	385780586-00001 Feb 20 to Mar 19	3.41
04/08/2022	101222	VERIZON WIRELESS	980338541-00001 Feb 20 to Mar 19	11.19
04/08/2022	101222	VERIZON WIRELESS	680514606-00001	6.71
04/08/2022	101222	VERIZON WIRELESS	480335060-00001 Feb 20 to Mar 19	87.48
04/08/2022	101222	VERIZON WIRELESS	380335400-00001 Feb 20 to Mar 19	785.92
04/08/2022	101222	VERIZON WIRELESS	480514606-00001 Feb 26 to Mar 25	5.41
Totals for checks				302,227.30

CHECK		CHECK		INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION		AMOUNT
04/14/2022	101227	ALLIED BENEFIT SYSTE	A06120 April 2022		391.00
04/14/2022	101228	KONICA MINOLTA PREMI	500-0541958-000		728.71
04/14/2022	101229	NET56	March 2022 Billing		22,413.28
04/14/2022	101229	NET56	February 2022 Jamf Pro iOS Dec/Jan Usage		385.56
04/14/2022	101229	NET56	March 2022 Internet Access & Connectivity		3,813.37
04/14/2022	101229	NET56	March 2022 Jamf Pro iOS		196.52
04/14/2022	101230	NICOR GAS	28-69-21-1000 1 Bill Period 3/1/22 to 4/1/22		509.14
04/14/2022	101231	VANGUARD ENERGY SERV	400641 March 2022		1,696.70
04/14/2022	101232	VERIZON WIRELESS	780335060-00001 March 2 to April 1		17.91
04/14/2022	101232	VERIZON WIRELESS	880335634-00001 March 2 to April 1		2.83
04/14/2022	101233	VSP OF ILLINOIS, NFP	30079160 April 2022 COBRA		80.44
04/14/2022	101233	VSP OF ILLINOIS, NFP	30079160 April 2022		2,024.93
Totals for checks					32,260.39

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>	
<u>DATE</u>	<u>NUMBER</u> <u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
04/14/2022	212200689 LAREN, RICHARD	Reimbursement - Classroom Cooking Supplies	29.45
04/14/2022	212200690 LOONEY, KATHERINE	Reimbursement - Cooking Supplies	46.38
04/14/2022	212200691 THOMPSON, BRIDGET	Reimbursement - Supplies	36.86
		Totals for checks	112.69

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>	
<u>DATE</u>	<u>NUMBER</u> <u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
04/22/2022	101290 GUARDIAN	00519548 May 2022	1,132.23
04/22/2022	101291 UNIVERSAL PREMIUM	SN814 Week Ending 4/15/22	405.70
04/22/2022	101291 UNIVERSAL PREMIUM	District #99 Bus Use	125.82
04/22/2022	101292 VERIZON WIRELESS	942483379-00001 March 23 to April 10	257.49
04/22/2022	101292 VERIZON WIRELESS	942482156-00001 March 18 to April 10	90.87
		Totals for checks	2,012.11

CHECK		CHECK	INVOICE	
<u>DATE</u>	<u>NUMBER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
04/22/2022	212200766	ZACHARSKI, LAURA	Reimbursement - McDonalds, Culvers, Jewel	35.10
Totals for checks				35.10

To: Board of Control
From: Melinda McGuffin, Executive Director
Date: May 18, 2022
Re: Mobile Temporary Housing Resolution

Purpose:

To inform the Board of Control regarding the annual mobile classroom audit inspection

Background:

The mobile inspection was completed on April 22, 2022, by ARCON and Associates. There were two items to be addressed which have both been remediated. These included putting a non-slip stair tread on the stairs and ramp and repairing an exit light above the door inside the mobile classroom.

Next Steps:

Adoption of the resolution regarding the Regional Office of Education application for the mobile classrooms.

APPLICATION FOR OCCUPANCY

DISTRICT NAME AND NUMBER School Assoc. for Special Education in DuPage	<input type="checkbox"/> GENERAL CERTIFICATE OF OCCUPANCY <input type="checkbox"/> CERTIFICATE OF PARTIAL OCCUPANCY <input type="checkbox"/> CERTIFICATE FOR A VEHICULAR FACILITY <input checked="" type="checkbox"/> CERTIFICATE OF TEMPORARY OCCUPANCY
FACILITY NAME Southeast Alternative School	
FACILITY LOCATION 6 S 331 Cornwall Road, Naperville, IL 60540	
<input checked="" type="checkbox"/> Property is owned by the district. <input type="checkbox"/> Property is not owned by district (Attach Owner Authorization)	<input type="checkbox"/> New Use - Building Permit # <input type="checkbox"/> New Construction - Project & Bldg Permit # <input type="checkbox"/> Addition - Project & Bldg Permit # <input type="checkbox"/> Renovation/Repair - Project # 22068

III. ARCHITECT/ENGINEER'S CERTIFICATION

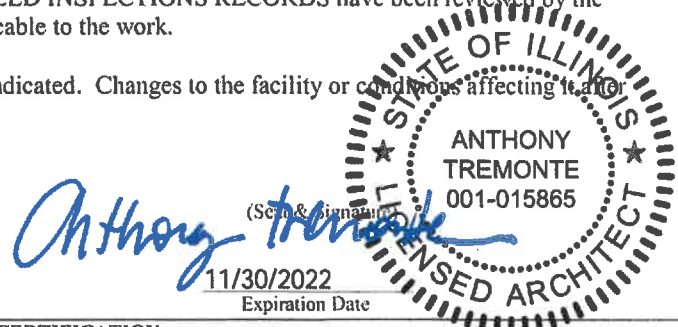
To the best of my knowledge and belief (check and complete applicable statement):

- #1 is to be used for new construction/addition
1. Based upon my survey of the above named facility on ___/___/___ I find and hereby certify that the facility is in full compliance with Part 180. The INSPECTION STATEMENTS and the CONFIRMATION OF CALLED INSPECTION RECORDS have been submitted to, and the CALLED INSPECTIONS RECORDS have been reviewed by the Regional Superintendent during and/or upon completion as applicable to the work.
2. I find that the facility fails to comply fully with the requirements of Part 180. However, based upon my survey of the above named facility on ___/___/___ and the attached TEMPORARY FACILITY REPORT (includes the Temporary Facility Elimination Plan and the Temporary Facility Checklist), I hereby certify that such noncompliance does not jeopardize the general health and safety of the student and others who occupy the facility.
- #3 is to be used for existing facility work
3. Based upon my survey of the work within the above named facility on 04/21/22 I find and hereby certify that the work is in full compliance with Part 180. The INSPECTION STATEMENTS and the CONFIRMATION OF CALLED INSPECTION RECORDS have been submitted to, and the CALLED INSPECTIONS RECORDS have been reviewed by the Regional Superintendent during and/or upon completion as applicable to the work.

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

4/22/22 Anthony Tremonte ARCON Associates, Inc.
 Date Architect/Engineer Name Firm Name

001-015865 (630) 495-1900
 License Number Phone Number



SCHOOL DISTRICT CERTIFICATION

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

 Date President of the Board of Education Date District Superintendent

FOR REGIONAL SUPERINTENDENT'S USE

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

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

 Date Regional Superintendent

TEMPORARY FACILITY REPORT - Part I

Temporary Facility Elimination Plan

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

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

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

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

until June 30, 2023.

This temporary facility will be used for:

- Classrooms
- Storage
- Library
- Gymnasium
- Auditorium
- Other Transition Services.

This temporary facility will be:

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

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

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

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

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

This plan will be accomplished by _____
Date

Date *Signature of Board President*

Date *Signature of Board Secretary*

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

Date *Signature of Regional Superintendent*

TEMPORARY FACILITY REPORT - Part II

Temporary Facility Checklist

District Name/Number School Association for Special Education in DuPage			Building Name Central Office/Southeast Alternative School			
Number of Units 1	Year Originally Constructed 1997	Area Square Feet 788 EA	# of Rooms 2	Enrollment 10	Grade Level 9-12	Number of years in use 25

COMPLIANCE

CHECK FOR THE FOLLOWING CONDITIONS

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

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

List all areas of noncompliance:

INTERIOR: _____

Mobile Unit M9: _____

1. Battery not functioning – both exit signs.

Mobile Unit M10: _____

1. Emergency lite not functioning.

EXTERIOR: _____

1. Need non-slip paint or tape on back stair steps.

ARCHITECT

The State of Illinois licensed architect and/or engineer, employed by this district, has certified to this Board of Education that to the best of his/her knowledge and belief, the above mentioned structure will not present a health/life safety hazard to the students housed therein for the school year 20 22 - 20 23. Further, such architect and/or engineer has listed the areas of non-compliance with the Health/Life Safety Code.



Anthony Tremonte
Name and Signature of Architect/Engineer

001-015865 November 30, 2022
License Number Expiration Date

ARCON Associates, Inc. April 21, 2022
Name of Firm Date of Inspection

SCHOOL DISTRICT

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

Date Signature of President, Board of Education

Date Signature of District Superintendent

REGIONAL SUPERINTENDENT

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

Date Signature Regional Superintendent

Chicago West Suburban Delta Gamma Alumnae



April 6th, 2022

Dear Amy,

I am pleased to inform you that at our annual Foundation meeting last month, we voted to allocate \$2,000 to SASSED /School Association for Special Education in DuPage County. Since this amount exceeds the \$927 you requested, the membership would like to know how you plan to use the additional donation. There are no criteria stipulations. This information is for our records only. It would be greatly appreciated if you could send to me via email by June 1st, '22.

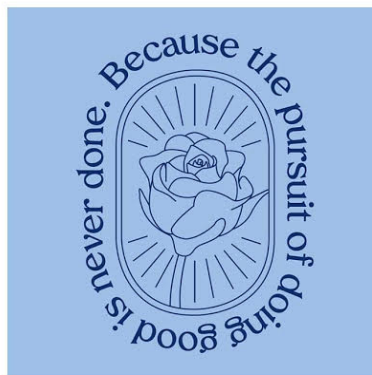
You should receive a check by the end of the month from our national Foundation Office in Columbus, Ohio.

We thank you for your service providing students with materials to assist them with life skills through your ADL program..

.

Best wishes for an enjoyable Spring.

Barb Daiker
VP Foundation, CWS Delta Gamma Alumna
bdaiker226@gmail.com
312.907.4408 (text also)





School Association for Special Education in DuPage

TO: SASED Board of Control Members
FROM: Don Robinson, Director of Business Services/CSBO
DATE: May 17, 2022
RE: Food Service Renewal

Purpose: To renew the current food service agreement for the 2022-2023 school year.

Background: SASED entered a food service contract June 28, 2018, with Preferred Meals Systems, Inc., an Illinois subsidiary of Elior North America. That agreement is up for a year 4 renewal for the 2022-2023 school year and includes 6.0% meal increases for Breakfasts, Lunches, and Summer Breakfasts as allowed. The administration recommends renewing the food service agreement for the 2022-2023 school year.

Next Steps: Approve the food service renewal agreement between Preferred Meals, Inc. d/b/a K-12 by Elior and the School Association for Special Education in DuPage County (SASED).

Contract Renewal Agreement Certification Form 2022-2023

The *Contract Renewal Agreement Certification Form* must be completed and signed by the school food authority's (SFA's) authorized representative.

A. School Food Authority Information

Agreement Number (RCDT Code) 19-022-8030-60

School Food Authority School Association for Special Education in DuPage County (SASED)

Contractor Name Preferred Meal Systems, Inc. d/b/a K-12 by Elior

B. Required Documentation

Submit signed copies of the following documents.

- *Contract Renewal Agreement*
- *Contract Renewal Agreement Certification Form 2022–2023*
- Certification forms, as applicable, signed annually by the contractor. The contractor certification forms are located on our website at <https://www.isbe.net/Pages/General-Procurement-All-Programs.aspx> under Contract Certification Forms.
 - *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,*
 - *Certificate Regarding Lobbying—Contracts, Grants, Loans, and Cooperative Agreements,*
 - *Disclosure of Lobbying Activities-* If the annual contract is over \$100,000 and any funds other than Federal appropriated funds have been used for lobbying;
- Any other amendments, if applicable, for non-material allowable contract changes accompanied by written justification for the amendment.

C. Contract Renewal Terms

Per the contract renewal terms stated in the contract, the maximum allowable percentage increase that may be applied to the fixed meal rates and fixed management fees is as follows (refer to the original contract for renewal terms; check the appropriate box):

- CPI–Food Away from Home (Dec) 6.0%
- CPI–All (Dec) 7.0%
- CPI–Food (Dec) 6.3%
- CPI–Food Away from Home (Dec) not to exceed (insert number) %
- Other (specify) _____

D. Certification Statement

Under the provisions of the United States Department of Agriculture, Food and Nutrition Service, I certify as a sponsor in the Child Nutrition Programs all information contained in the executed *Contract Renewal Agreement* and accompanying contract renewal documents is true and accurate.

I understand the nonprofit school food service program account cannot be used to pay for unallowable contract costs. As authorized representative for the school food authority noted above, I will ensure operation of the nonprofit school food service program, including use of nonprofit school food service program account funds, is in compliance with the rules and regulations of the Illinois State Board of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

Date of Original Contract
June 28, 2018

Year of Renewal (Circle)

1 2 3 (4) 5- COVID19 Emergency Extension 6- COVID19 Emergency Extension 7- COVID19 Emergency Extension

**Contract Renewal Agreement for
Vended Meal Services
Nonprofit Food Service Program**

This document contains the rates and fees for the contract of food service management for nonprofit food service programs for the period beginning July 1, 2022, and ending June 30, 2023. The terms and conditions of the original contract are applicable to the contract renewal. Upon acceptance, this document shall constitute the contract renewal between the Vendor and the School Food Authority.

The Vendor shall not plead misunderstanding or deception because of the character, location, or other conditions pertaining to the contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

	2021-2022 Rate**	2022-2023 Rate***	Percentage Increase****
1. Reimbursable Breakfasts with Milk	1. <u>\$1.9196</u>	1. <u>\$2.0347</u>	1. <u>6.0%</u>
2. Reimbursable Lunches with Milk*	2. <u>\$3.3730</u>	2. <u>\$3.5753</u>	2. <u>6.0%</u>
3. Reimbursable Breakfasts without Milk	3. _____	3. _____	3. _____
4. Reimbursable Lunches without Milk*	4. _____	4. _____	4. _____
5. A la Carte Equivalents Fee*	5. _____	5. _____	5. _____
6. Special Milk	6. _____	6. _____	6. _____
7. Reimbursable After-School Snack	7. _____	7. _____	7. _____
8. Reimbursable After-School Supper	8. _____	8. _____	8. _____
9. Reimbursable Summer Breakfast	9. <u>\$1.9196</u>	9. <u>\$2.0347</u>	9. <u>6.0%</u>
10. Reimbursable Summer Lunch	10. _____	10. _____	10. _____

*Rates must be the same.

**Rates must be based on original contract terms, not on COVID-19 contract amendment rates (if applicable).

***Rates must not be rounded up. Do not exceed four decimal places.

****Percentage increase must not exceed the allowable increase established in the original contract.

Preferred Meal Systems, Inc. d/b/a K-12 by Elior

Vended Meals Company

5240 St. Charles Road

Street Address

Berkeley

City

IL

State

60163

Zip Code

By submission of this proposed renewal agreement, the Vendor certifies that, in the event they receive a renewal award under this solicitation, the Vendor shall operate in accordance with all applicable current program regulations. This agreement shall not exceed one year.

Barbara Timm-Brock

President, K-12

Title

04/04/2022

Date

Authorized Signature of Vendor

Acceptance of Contract Renewal Agreement

School Association for Special Education in DuPage County (SASED)

School Food Authority (SFA)

19-022-8030-60

Agreement Number

Authorized Signature of SFA

Title

Date

I understand revisions cannot be made to the executed *Invitation for Bid and Contract* without first submitting proposed revisions to the Illinois State Board of Education for review and receiving written notification the proposed revisions are allowable within the regulatory guidelines. Furthermore, I understand additional documents and/or agreements, including those developed by the contractor, cannot become part of the executed contract.

I understand all contract information provided to the Illinois State Board of Education is being given in connection with the receipt of federal funds and deliberate misrepresentation may subject me to prosecution under applicable state and federal criminal statutes. Further, I understand such misrepresentation could result in the loss of federal and state funding received by the school food authority for School-Based Child Nutrition Programs.

I certify that all contract provisions, including those relating to USDA Foods utilization by the Vendor to the maximum extent possible have been met:

Did the Vendor did not manage the SFAs USDA Foods Entitlement (circle one) Yes No

If yes, please complete the following:

School Year 2021-22 USDA Foods Entitlement Amount (A) \$ 15,193.46

School Year 2021-22 USDA Foods credits issued to the SFA by the Vendor (B) \$ 15,285.56

USDA Foods Entitlement Utilization Percentage as of (March 2022) (B / A) % 100.6

Date of certification must be as of the date contract renewal is signed based on year to date actual credits received by the Vendor

SFA Authorized Representative Signature Title e-mail Date

Mail or email to: Nutrition Department
Illinois State Board of Education
100 North First Street W270
Springfield, IL 62777-0001

Email: nutritionprocurement@isbe.net

Please submit documents only once. For example, do not email and mail. Only one copy of each set of documents is necessary. **All original documents should be retained in the SFA's files.**

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

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

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 2 CFR part 3485, including Subpart C Responsibilities of Participants Regarding Transactions (also see federal guidance at 2 CFR part 180). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.

CERTIFICATION

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

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions*, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Preferred Meal Systems, Inc., d/b/a K-12 by Elior
Organization Name

School Association for Special Education in DuPage County
PR/Award Number or Project Name

Barbara Timm-Brock
Name of Authorized Representative

President, K-12
Title

DocuSigned by:

Barbara Timm-Brock

Original Signature of Authorized Representative

04/04/2022

Date

Instructions for Certification

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. TYPE OF FEDERAL ACTION

a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance

2. STATUS OF FEDERAL ACTION

a. Bid/offer/application b. Initial award c. Post-award

3. REPORT TYPE

a. Initial filing b. Material change For material change only: _____ Year _____ Quarter _____ Date of last report

4. NAME AND ADDRESS OF REPORTING ENTITY

Prime Subawardee, Tier _____, if known _____ Congressional District, if known

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

_____ Congressional District, if known

6. FEDERAL DEPARTMENT/AGENCY

7. FEDERAL PROGRAM NAME/DESCRIPTION

_____ CFDA Number, if applicable

8. FEDERAL ACTION NUMBER, if known

9. AWARD AMOUNT, if known

\$ _____

10a. NAME AND ADDRESS OF LOBBYING ENTITY
(If individual, last name, first name, MI)

b. INDIVIDUALS PERFORMING SERVICES
(Including address if different from No. 10a) (last name, first name, MI)

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

11. AMOUNT OF PAYMENT (check all that apply)

\$ _____ Actual Planned

12. FORM OF PAYMENT (check all that apply)

a. Cash b. In-kind; specify: nature _____ value _____

13. TYPE OF PAYMENT (check all that apply)

a. Retainer b. One-time fee c. Commission
 d. Contingent fee e. Deferred f. Other, specify _____

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

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

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

ORIGINAL SIGNATURE

DocuSigned by:

Barbara Timm-Brock

PRINT NAME OR TYPE

Barbara Timm-Brock

TITLE

President, K-12

TELEPHONE NUMBER

267-808-7381

DATE

04/04/2022

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

CERTIFICATE REGARDING LOBBYING

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit ISBE 85-37, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Preferred Meal Systems, Inc., d/b/a K-12 by Elior

Organization Name

School Association for Special Education in DuPage County

PR/Award Number or Project Name

Barbara Timm-Brock

Name of Authorized Representative

President, K-12

Title

DocuSigned by:

Barbara Timm-Brock

D348BDE3AFF9454

Original Signature of Authorized Representative

04/04/2022

Date

Bid-Rigging Certification

Barbara Timm-Brock, a duly
(Agent)

authorized agent of _____ Preferred Meal Systems, Inc. d/b/a K-12 by Elior
(Contractor)

do hereby certify that neither _____ Preferred Meal Systems, Inc. d/b/a K-12 by Elior
(Contractor)

nor any individual presently affiliated with _____ Preferred Meal Systems, Inc. d/b/a K-12 by Elior
(Contractor)

_____, has been barred from bidding on a public contract as a
result of a violation of either Section 33E-3 (bid-rigging) or Section 33E-4 (bid rotating)
of the Illinois Criminal Code, contained in Chapter 38 of the Illinois Revised Statutes.

DocuSigned by:
Barbara Timm-Brock

0346BDE3AFED464...
Authorized Agent

Preferred Meal Systems, Inc. d/b/a K-12 by Elior
Contractor



School Association for Special Education in DuPage

TO: SASED Board of Control Members
FROM: Don Robinson, Director of Business Services/CSBO
DATE: May 18, 2022
RE: Flexible Benefits Plan

Purpose: To approve the amended Flexible Benefits Plan document

Background: SASED provides a flexible benefit plan for its employees consistent with Sections 125 and 129 of the Internal Revenue Code. This plan allows employees to pay certain expenses with pre-tax dollars. Maximum deferrals and contributions typically change each year. This plan document is unchanged other than aligning the maximum deferrals and contributions to current IRS code.

Next Steps: Approve the SASED Flexible Benefits Plan document as amended and presented

SASED - THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

FLEXIBLE BENEFITS PLAN

2900 Ogden Avenue
Lisle, IL 60532
Phone: (630) 778-4500

Please note: Depending upon your election of benefits, certain benefits in this Summary Plan Description may or may not pertain to you. Please contact your Human Resources Department for questions concerning election of benefits.

This booklet describes the Flexible Benefits for Eligible Employees of SASED - The School Association for Special Education in Dupage County and its divisions, affiliates and subsidiaries covered under these provisions.

Information Applicable to Plan 503

Employer Identification Number

36-2919494

**The Benefits In This Booklet Are
Amended and Restated Effective**

1/1/2022

Original Effective Date

1/1/2006

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January 1, 2022

To All Eligible Employees of SASSED - The School Association for Special Education in Dupage County:

This document describes the SASSED - The School Association for Special Education in Dupage County Flexible Benefits Plan. It is a summary of the official Plan documents that govern the operation of the Plan. If you have any questions about the material in this document or if you would like to review the official Plan document, please contact the Human Resources Department.

This summary is meant to be consistent with the Plan document. Also, this document is intended to comply with Section 125 and Section 129 of the Internal Revenue Code.

This document is also intended to comply with the Patient Protection and Affordable Care Act ("ACA"). As such, Employees are allowed to make pre-tax salary reduction contributions for health benefits (including a health flexible spending account) for children who have not attained age 27 as of the end of the taxable year, who pursuant to ACA, are properly enrolled in coverage for such benefits.

The above provisions do not, and are not intended in any way to, expand the definition of "child" contained in any applicable medical, dental and/or vision plans.

DEFINITIONS

Certain terms used in this summary will be capitalized and are described as follows:

Child. The son, daughter, stepson, or stepdaughter of the Employee, and a Child includes both a legally adopted individual of the Employee and an individual who is lawfully placed with the Employee for legal adoption by the Employee. A Child also includes an "eligible foster child," defined as an individual who is placed with the Employee by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

Employee. A person who customarily works with the Employer of at least twenty (20) hours per week.

Employer. SASSED - The School Association for Special Education in Dupage County and any affiliated Employer that adopts the Plan according to the legal documents under which the Plan is established.

Flexible Benefits Plan Enrollment Form. The agreement, which permits the Employer to reduce the participant's current salary and contribute the amount of the reduction to purchase benefits on behalf of the participant.

Grace Period. The two and one-half (21/2) month period of time from the last day of the Plan Year in which a participant can apply any unused amounts in his or her health flexible spending account (FSA), limited purpose flexible spending account (LPFSA) and dependent care assistance (DCA) expenses from the previous Plan Year to pay for covered expenses incurred during the two and one-half (21/2) month grace period.

Plan. The Plan is commonly known as the "SASSED - The School Association for Special Education

in Dupage County Flexible Benefits Plan.”

Plan Administrator. The person or entity responsible for the day-to-day functions and management of the Plan. The Plan Administrator may employ persons or firms to perform certain Plan connected services. The Plan Administrator is the Employer.

Plan Fiduciary. The person or entity who has the authority to control and manage the operation and administration of the Plan. The Plan Fiduciary is the Employer.

Plan Sponsor. SASSED - The School Association for Special Education in Dupage County and any affiliated Employer that adopts the Plan according to the legal documents under which the Plan is established.

Plan Supervisor. The entity providing consulting services to the Employer in connection with the operation of the Plan and performing other functions, including processing of claims. The Plan Supervisor is Allied Benefit Systems, LLC, 200 W. Adams Street, Suite 500, Chicago, IL 60606.

Plan Year. The Plan is administered according to its designated benefit plan year and/or each Calendar year basis beginning each January 1 and ending each December 31.

ELIGIBILITY AND ENROLLMENT

The Plan consists of five parts: qualified insurance premiums, Health Savings Account (HSA) contributions, health flexible spending account (FSA) expenses, limited purpose flexible spending account (LPFSA) expenses and dependent care assistance (DCA) expenses.

You are eligible to participate in the Plan if you are an Employee of the Employer working at least twenty (20) hours per week. You become a participant on the first pay period after you meet the eligibility requirements and you enroll.

INITIAL ENROLLMENT

Enrollment in the qualified insurance premiums portion of the Plan is automatic upon completion of the applicable enrollment form(s) provided by the Employer. If you do not complete the applicable enrollment form(s), you will not be able to participate in the qualified insurance premiums portion of the plan until a designated subsequent benefit open enrollment period or you experience a Change in Status event.

To enroll in a Health Savings Account (HSA) you must be covered by a HSA-qualified high deductible health plan (HDHP). To contribute to a HSA, you must complete the applicable enrollment form provided by the Employer and you cannot be covered by another health plan, including Medicare, and you cannot be claimed as a dependent on another individual's tax return.

To enroll in the FSA, LPFSA or DCA portions of the Plan, you must complete a Flexible Benefits Plan Enrollment Form. If you do not complete a Flexible Benefits Plan Enrollment Form, you will not be able to participate in these portions of the Plan until a subsequent open enrollment period or you experience a Change in Status event.

SUBSEQUENT ANNUAL OPEN ENROLLMENT

If you do not complete the applicable enrollment form(s) during a designated subsequent benefit open enrollment period, your participation in the qualified insurance premiums and/or health savings account (HSA) portion of the Plan will automatically renew on its designated

subsequent benefit plan year at the new amounts. You will be considered to have agreed to pay the appropriate premium for the designated subsequent benefit plan year for the coverage based on your current election. However, you must complete a new Flexible Benefits Plan Enrollment Form each year for the FSA, LPFSA and DCA portions of the Plan in order to participate in subsequent Plan Years. If you fail to submit a completed Flexible Benefits Plan Enrollment Form during a designated open enrollment period to elect to participate in these portions of the Plan, you will not be able to participate in the Plan for that Plan Year (unless you experience a Change in Status event).

TERMINATION OF COVERAGE

You remain a participant in the Plan until you no longer meet the eligibility requirements. In regards to the FSA and LPFSA portions of the Plan, expenses incurred prior to the termination date are reimbursable, and may be submitted for reimbursement up to 90 days after the end of the Plan Year. Expenses incurred after the termination date, are only reimbursable if you elect continuation coverage (COBRA). If you are eligible for and elect COBRA, you may continue contributing to the FSA and LPFSA portions of the Plan on an after-tax basis only.

Also, if you separate from service or otherwise cease to be eligible under the DCA expenses portion of the Plan, you may continue to submit for reimbursement eligible claims incurred during the Plan Year. DCA expenses incurred after the Plan Year ends are not reimbursable. Except as indicated above, no additional contributions to the Plan are allowed.

“Continuation Coverage” under COBRA means your right, to continue the coverage under the FSA and LPFSA portions of the Plan that was in place the day before a Qualifying Event if participation by you otherwise would end due to the occurrence of such Qualifying Event.

A Qualifying Event is:

- termination of your employment (other than by reason of gross misconduct), or reduction of your work hours;
- your death;
- divorce or legal separation from your Spouse;
- your becoming entitled to receive Medicare benefits; or
- your dependent’s ceasing to be a dependent.

Participants under the FSA and LPFSA portions of the Plan will be eligible for COBRA continuation coverage if they have a positive account balance at the time of a Qualifying Event (taking into account all claims submitted before the date of the qualifying event). You will be notified if you are eligible for COBRA Continuation Coverage. However, even if COBRA is offered for the year in which the Qualifying Event occurs, COBRA coverage for the FSA and LPFSA expenses portion of the Plan will cease at the end of the year and cannot be continued for the next Plan Year. If you are eligible to elect COBRA with respect to the FSA and LPFSA accounts, you may continue participation by making after-tax contributions to the Plan on a monthly basis in an amount equal to 102% of the pay reductions that were allocated prior to your termination. After-tax contributions for a month are due on the first day of each month. However, there is a 30 day grace period for timely payment. Participation will be terminated if contributions are not made on a timely basis.

REVOCACTION OF ELECTION

Generally, once you make a decision with respect to benefits, you may not revoke that election during the Plan Year or the designated benefit plan year. However, you may change your election during the Plan Year or during a designated benefit plan year if you experience a change in status or event changes. You must notify Human Resources within 30 days of these events in order to make a change. If you do not notify Human Resources within 30 days of the event, you must wait until the next annual open enrollment period to make an election change. The next section describes these situations in which it may be permissible to make a change:

A. Changes in Status

1. Change in status events

You may revoke an election during the Plan Year or the designated benefit plan year and make a new election for the remaining period of coverage under the Plan if there is a change in status as described below and if the election change is on account of and corresponds with a change in status that affects eligibility for coverage under an employer's plan. The Plan Administrator shall determine whether a requested change is on account of and corresponds with a change in status.

- (a) Legal marital status. Events that change an Employee's legal marital status, including the following: marriage; death of spouse; divorce; legal separation; and annulment.
- (b) Number of dependents. Events that change an Employee's number of dependents, including the following: birth; death; adoption; and placement for adoption, as well as a Child becoming newly eligible for coverage or eligible for coverage beyond the date on which the Child otherwise would have lost coverage.
- (c) Employment status. Events that change the employment status of an Employee, an Employee's spouse, or an Employee's dependent, including the following: a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite, and the switching from part-time to full-time employment status or from full-time to part-time status by an Employee or an Employee's spouse or dependent.
- (d) Dependent satisfies or ceases to satisfy eligibility requirements. Events that cause an Employee's dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstances.
- (e) Residence. A change in the place of residence of an Employee, spouse or dependent. Note: The change in residence must result in the Employee, Employee's spouse or dependent gaining or losing eligibility under a plan.

If the change in status is (a) an Employee's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent or (b) a dependent ceasing to satisfy the eligibility requirements for coverage, then an Employee may only elect to cancel coverage for the affected spouse or dependent. Canceling coverage for any other individual under these circumstances would fail to correspond with that change

in status and therefore is not a permitted election change.

If an Employee, spouse or dependent gains eligibility for coverage under a plan sponsored by the employer of the Employee's spouse or dependent as a result of a change in Legal marital status or change in Employment Status, an Employee may change an election to cease or decrease coverage for that individual under the Plan only if coverage for that individual becomes applicable (i.e. effective) or is increased under the other employer's plan.

Applicability to DCA expenses portion of the Plan: An election change relating to the DCA expenses portion of the Plan is permitted only if (a) the election change is on account of and corresponds with a change in status that affects eligibility for coverage under an employer's plan or (b) the election change is on account of and corresponds with a change in status that affects DCA expenses available under Section 129 of the Internal Revenue Code. (For example: A DCA expenses election may be canceled where a dependent child turns age 13 in the middle of the Plan Year).

B. Cost or Coverage Changes

1. Automatic increase or decrease for cost changes.

If the cost of a qualified benefits plan increases or decreases during a period of coverage, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase or decrease in the affected Employees' elective contributions to reflect such cost changes.

2. Significant cost increases.

If the cost of a benefit package option (such as a PPO option or HMO option under a health plan) significantly increases during a period of coverage as determined by the Plan Administrator, you may elect to make a corresponding prospective increase in your payments, or to revoke your election and, in lieu thereof, to receive on a prospective basis coverage under another benefit package option providing similar coverage.

Applicability to the DCA expenses portion of the Plan: An Employee participating in the DCA expenses portion of the Plan may change an election based upon a significant increase in cost of the dependent care provider only if the cost change is imposed by a dependent care provider who is not a relative of the Employee (For example, the Employee's parent(s), child(ren), brother(s), sister(s), etc.)

3. Coverage changes.

If the coverage under a plan is significantly curtailed or ceases during a period of coverage, you may revoke your election and make a new election on a prospective basis for coverage under another benefit package option providing similar coverage. Coverage is considered significantly curtailed only if there is an overall reduction in coverage provided to participants under a plan so as to constitute reduced coverage to participants generally.

If a plan adds a new benefit package option or other coverage option (or eliminates an existing benefits package option or other coverage option), you may elect the

newly-added option (or elect another option if an option has been eliminated) prospectively on a pre-tax basis and make a corresponding election change with respect to other benefit package options providing similar coverage.

Applicability to DCA expenses portion of the Plan: The availability of dependent care services from a new child care provider during the Plan Year does constitute a significant change in coverage similar to a benefit package option becoming available. Accordingly, you are permitted to revoke your previous election under the DCA expenses portion of the Plan and make a corresponding new election to reflect the cost of the new child care provider. In addition, a change in the number of hours of work performed by a child care provider constitutes a change in coverage enabling you to make a corresponding new election to reflect the new cost of the child care provider.

Applicability to the FSA and LPFSA portions of the Plan: Election changes related to the FSA and LPFSA portions of the Plan are not permitted under this section B (Cost or Coverage Changes).

C. Other Permitted Mid-year Election Changes

1. Special Enrollment Rights under HIPAA

You may revoke an election for coverage under a group health plan during a period of coverage and make a new election that corresponds with the special enrollment rights provided under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. Judgment, Decree or Order.

The Plan may change your election to provide coverage for your child if a judgment, decree, or order resulting from a divorce, legal separation, annulment or change in legal custody requires health coverage for the child. If a judgment, decree or order requires your spouse, former spouse, or other individual to cover the child, you may change his/her election to revoke coverage for the child.

3. Entitlement to Medicare or Medicaid

You may change an election on a prospective basis to cancel or reduce coverage for yourself or your spouse or dependent under a plan if you, your spouse or dependent who is enrolled in a plan subsequently becomes enrolled under Part A or Part B of Medicare or entitled to Medicaid. Conversely, you may change an election on a prospective basis to commence or increase coverage for yourself or your spouse or dependent if you or your spouse or dependent who had been entitled to Medicare or Medicaid subsequently loses eligibility for coverage under Medicare or Medicaid.

4. The Family and Medical Leave Act

If you take leave under the Family and Medical Leave Act (FMLA), you may revoke an existing election of group health plan coverage and make such other election for the remaining portion of the period of coverage as may be provided for under the FMLA.

5. Change in Coverage of Spouse or Dependent under other Employer's plan

You may change an election on a prospective basis that is on account of and corresponds with a change made under the plan of a spouse's or dependent's employer if (a) the plan of the spouse's or dependent's employer permits participants to make election changes that would be permitted under IRS regulations under Section 125 of the Code or (b) the Plan permits participants to make an election for a period of coverage that is different from the period of coverage under the plan of the spouse's or dependent's employer.

6. Changes Allowed Under Current Regulations

You may change an election on a prospective basis that is on account of and corresponds with any other permitted change under the current IRS regulations under Section 125 of the Code.

7. Reduction of Hours

You may prospectively revoke an election for coverage (that is not a health FSA, but provides minimum essential coverage) if you experience a change in employment status, such that 1) you are no longer expected to work an average of at least 30 hours of service per week, but 2) the reduction in hours does not result in you ceasing to be eligible for coverage. The revocation of the election of coverage must correspond to your intent to enroll yourself and any eligible dependents (who cease coverage due to the revocation) in another plan that provides minimum essential coverage, with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

8. Enrollment in a Qualified Health Plan through the Marketplace

You may prospectively revoke an election for coverage (that is not a health FSA, but provides minimum essential coverage) if you are eligible for a special or annual enrollment period to enroll in a Qualified Health Plan through the Health Insurance Marketplace ("Marketplace") established under section 1311 of the Affordable Care Act. The revocation of the election of coverage must correspond to your intent to enroll yourself and any eligible dependents (who cease coverage due to the revocation) in the Qualified Health Plan, the effective date for which is no later than the day immediately following the last day of coverage through your group health plan.

If you revoke your election during the Plan Year or during a designated benefit plan year for any reason other than those specifically allowed by the Internal Revenue Code and the regulations thereunder, the amount of your contribution during that designated benefit plan year may be included in your gross income.

HOW THE PLAN WORKS

ELECTION OF BENEFITS

Prior to the beginning of each Plan Year or designated subsequent benefit plan year, you will designate your insurance coverage. As noted, if you do not complete the applicable enrollment form(s) during a designated benefit open enrollment period for the qualified insurance premiums and/or health savings account (HSA) contributions portion of the Plan, your participation will

automatically renew for the subsequent designated benefit plan year at the new amounts. The available choices are qualified insurance premiums, health savings account (HSA) contributions, limited purpose flexible spending account (LPFSA) expenses, health flexible spending account (FSA) expenses and dependent care assistance (DCA) expenses.

If you elect to participate in the Plan, then you pay for your coverage on a pre-tax basis. Paying for benefits with money which has not yet been taxed may, therefore, increase your take home pay. The result is additional spendable income. You must notify your Human Resources Department in writing within thirty (30) days from becoming eligible in the Plan or within (30) days from the beginning of a new Plan Year or designated benefit plan year, if you wish to not pay for your benefits on a pre-tax basis. The amount you use to pay for such benefits will, therefore, be taxable to you.

You must make your election prior to the beginning of the Plan Year or designated benefit plan year. However, if you become eligible to participate in the Plan after a designated subsequent open enrollment, you may enroll on the date you become eligible. The amount you may pledge will be pro-rated based upon your eligibility date for the FSA expenses, LPFSA expenses or DCA expenses portions of the Plan only.

Each year you will be informed of the premium rates that apply and the total amount you may pledge. The available amount announced each year will be the same for all Employees. The type and amount of coverage you elect will determine your total contribution which the Employer will deduct from your paycheck based on your elections.

The maximum contribution levels are as follows:

- qualified insurance premiums: specified by the Employer.
- health savings account (HSA) maximum contributions are follows for **2022**:
 - \$3,650* (self-only coverage under a qualified High Deductible Health Plan)
 - \$7,300* (family coverage under a qualified High Deductible Health Plan)

* If you are age 55 or older, you can contribute \$1,000 in addition to the **2022** HSA maximum amount.

Note: Subsequent years- HSA maximum contribution amounts are indexed annually. Please consult with your Human Resources Department.

- health flexible spending account (FSA) expenses: \$2,850 maximum
- limited purpose flexible spending account (LPFSA) expenses: \$2,850 maximum
- dependent care assistance (DCA) expenses: \$5,000 maximum (\$2,500 maximum for married couples filing separate tax returns.)

CHOICE OF BENEFITS

You may make an election under the terms of the Plan with respect to the following benefits:

(a) Qualified Insurance Premiums

You may allow the Employer to reduce your current salary pursuant to the applicable enrollment form(s) provided by the Employer and make premium payments for coverage under the Employer's qualified insurance plans. Premium payments shall be made directly by the Employer, and benefits shall be paid pursuant to the terms of the applicable benefit

plans. The benefit descriptions and all other provisions in such plans and any applicable contracts, as in effect from time to time, are hereby incorporated by reference into this Plan.

Such qualified insurance premiums apply to you, your spouse or your dependents (as defined in Section 152 of the Code), as well as your Children who have not attained age 27 as of the end of the taxable year.

(b) Health savings account (HSA) contributions

You must be covered by a HSA-qualified high deductible health plan (HDHP) and you may allow the Employer to reduce your current salary pursuant to the applicable enrollment form provided by the Employer for contributions to your Health savings account (HSA). You cannot be covered by another health plan, including Medicare, and you cannot be claimed as a dependent on another individual's tax return.

- Medicare Enrollment: All HSA contributions must cease for the current Plan Year maximum contribution amount once a participant is enrolled in any type of Medicare.
- Full Plan Year's Contribution:
 - A full Plan Year's contribution may be made to an HSA if you become eligible under a qualified High Deductible Health Plan at anytime during the Plan Year.
 - If you contribute a full Plan Year's contribution but are eligible for only part of the Plan Year, you will be subject to taxes and penalties if you don't remain a participant in the Plan for 12 months after the Plan Year in which you first become eligible.
- Excess contributions:
 - Contributions to the HSA in excess of the contribution limits must be withdrawn by the participant or be subject to an excise tax.
 - A pro-rata portion of earnings must be withdrawn, also
 - Pay income tax on the withdrawn amount, but no 20% penalty
 - If the HSA maximum contribution limit was not reached for the Plan Year, any other withdrawal for the Plan Year (that is not for qualified medical expenses) will not be considered "excess HSA contributions" and this withdrawal will be subject to both income tax and the 20% penalty.
- Contributions are pre-tax:
 - All HSA contributions through this Plan are "pre-tax" and are not subject to individual or employment taxes.

(c) Health Flexible Spending Account (FSA) Expenses

You may not enroll in this portion of the Plan if you are enrolled in a Health savings account (HSA).

You may allow the Employer to reduce your current salary pursuant to a Flexible Benefits Plan Enrollment Form and make payments on your behalf for the subsequent reimbursement of certain FSA expenses. Only those health expenses allowed by Section

213 of the Code may be submitted for reimbursement through this portion of the Plan.

Such expenses may be incurred by you, your spouse or your dependents (as defined in Section 152 of the Code), as well as your Children who have not attained age 27 as of the end of the taxable year. The expense will only be reimbursed to the extent that you or other person is not reimbursed for the expense through any other insurance or other source. Any reimbursement to you under this Plan may not otherwise be claimed as a credit or deduction under the Code.

The following health expenses may be submitted for reimbursement under the FSA expenses portion of the Plan:

- (1) Expenses for medical care as allowed by Section 213 of the Code.
- (2) Expenses incurred for medicines and drugs purchased without a prescription to alleviate or treat personal injuries or sickness if substantiated by a receipt showing, at a minimum, 1) the date purchased, 2) the amount of the purchase, and 3) the specific item(s) purchased.
- (3) Any other expense allowed by the IRS as reimbursable under a flexible spending account.

There are certain expenses that do not qualify. For example, you cannot obtain reimbursement for health club dues, non-prescription eyeglasses or sunglasses, programs or prescriptions to control weight (unless a medical necessity exists) and cosmetic procedures (including teeth bleaching, electrolysis, hair transplants and prescriptions or OTC drugs taken for cosmetic reasons) unless necessary because of injuries you receive or related to a congenital disfigurement.

(d) Limited purpose Flexible Spending Account (LPFSA) Expenses

This option is available only to those participants enrolled in a Health savings account (“HSA”).

You may allow the Employer to reduce your current salary pursuant to a Flexible Benefits Plan Enrollment Form to make payments on your behalf for the subsequent reimbursement of certain medical expenses. Only vision, dental and preventive care expenses as specified by Sections 213 and 223 of the Code may be submitted for reimbursement through this portion of the Plan.

Such expenses may be incurred by you, your spouse or your dependent. The expense will only be reimbursed to the extent that you or other person is not reimbursed for the expense through any other insurance or other source. Any reimbursement to you under this Plan may not otherwise be claimed as a credit or deduction under the Code.

The following medical expenses may be submitted for reimbursement under the LPFSA expenses portion of the Plan:

- (1) Expenses for vision care as allowed by Sections 213 and 223.
- (2) Expenses for dental care as allowed by Sections 213 and 223.
- (3) Expenses for preventive care.

Expenses for preventive care do not generally include any service or benefit intended to treat an existing illness, injury or condition. Preventive care includes, but is not limited to, the following:

- Periodic health evaluations, including tests and diagnostic procedures ordered in connection with routine examinations, such as annual physicals.
- Routine prenatal and well-child care.
- Child and adult immunizations.
- Tobacco cessation programs.
- Obesity weight-loss programs.
- Screening services, including:
 - Cancer Screening
 - Heart and Vascular Diseases Screening
 - Infectious Diseases Screening
 - Mental Health Conditions and Substance Abuse Screening
 - Metabolic, Nutritional, and Endocrine Conditions Screening
 - Musculoskeletal Disorders Screening
 - Obstetric and Gynecologic Conditions Screening
 - Pediatric Conditions Screening
 - Vision and Hearing Disorders Screening

(e) Dependent Care Assistance (DCA) Expenses

A Participant may allow the Employer to reduce his or her current salary pursuant to a Flexible Benefits Plan Enrollment Form and make payments on behalf of the Participant for the subsequent reimbursement of certain DCA expenses in accordance with Section 129 of the Code.

A Participant may request reimbursement for those dependent care expenses incurred in connection with the following qualifying individuals:

- i. A dependent of the Participant who is under age 13 and with respect to whom the Participant is entitled to a deduction under Section 151(c) of the Code.
- ii. A dependent of the Participant who is physically or mentally incapable of caring for himself or herself.
- iii. The spouse of the Participant, if he or she is physically or mentally incapable of caring for himself or herself.
- iv. Any other individual defined under Section 21(b) of the Code.

Expenses will only be reimbursed to the extent they allow the Participant and spouse, if any, to be gainfully employed. Such expenses include costs for the care of a qualifying

individual described above and related household services.

Also, a Participant may request reimbursement for those expenses incurred outside the Participant's home for the care of a qualifying individual described in (1) above or for the care of those qualifying individuals described in (2) and (3) above if those individuals regularly spend at least eight (8) hours each day in the Participant's household.

Expenses incurred outside the Participant's home at a dependent care center are reimbursable only if such center complies with all applicable laws and regulations of the appropriate State or unit of local government or any other requirement under the Code.

Expenses paid to the spouse or other dependent of the Participant for the care of any qualifying individual are not reimbursable. Any reimbursement under this Plan may not otherwise be claimed as a credit or deduction under the Code. Notwithstanding the above, only expenses specifically allowed by Sections 21, 129 or any other related section of the Code will be reimbursed.

FICA

It is important to note that because you are enjoying the benefits of pre-tax savings, you will be paying less FICA for your future Social Security retirement. Your eventual benefit under Social Security will, therefore, be slightly reduced. Most Employees see only a very slight reduction in benefits.

UNIFORM COVERAGE

Under the FSA and LPFSA portions of the Plan only, the total amount of your elective annual contribution will be available for reimbursement to you at any time during the Plan Year or Grace Period.

LOSS OF BENEFITS

If you do not use all of the amounts which you contribute to the FSA, LPFSA or DCA portions of the Plan during the Plan Year or Grace Period, you will lose these amounts and they will be returned to the Employer. You cannot commingle your salary reduction amounts among the various portions of the Plan. Therefore, you should be conservative in estimating your expenses.

The Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"), allows military reservists called to active duty for a period of at least 180 days (or for an indefinite period of time) who participate in the Plan to obtain distributions of their unused balances from their FSA or LPFSA. These distributions will be made during the period beginning on the date of the call to active duty, and end on the last date reimbursements could be made under the FSA or LPFSA for that Plan Year. You must notify your Human Resources Department by the last date reimbursements end for that Plan Year to receive this distribution. The distribution will be taxable to you.

CLAIMS PROCEDURE

Claims for benefits under any qualified insurance plan should be submitted in accordance with the procedures established by the applicable plans.

You may receive distributions from your Health Savings Account (HSA) at any time. You may withdraw your funds by either using your debit card provided by the HSA custodian or trustee or

by issuing a check from your HSA account. It is important to remember that you control the distributions from your HSA. You will be required to report distributions on your income tax returns. Therefore, please keep all your receipts for any qualified medical expenses. Also, distributions from your HSA for qualified medical expenses are tax free. If, however, you take a distribution for a non-qualified expense, you will be required to pay the appropriate tax and any applicable penalty.

Reimbursement claims for the FSA expenses or LPFSA expenses (non-Allied Flex Debit Card) and DCA expenses must be submitted in writing on the form provided. DCA expenses may only be reimbursed if you provide a written statement stating that the expense has been incurred during the Plan Year or Grace Period, the amount of such expense and that the expense has not been reimbursed or is not reimbursable under any other plan. FSA or LPFSA expenses may only be reimbursed if you provide a written statement stating that the expense has been incurred during the Plan Year or Grace Period, the amount of such expense and that the expense has not been reimbursed or is not reimbursable under any other plan. Use of the Allied Flex Debit Card is only available for use for the FSA or LPFSA expenses (non-Allied Flex Debit Card) and DCA expenses must be submitted in writing on the form provided. Please note that you are still required to keep all receipts since you may be asked for the receipts in order to substantiate the claim. All such claims must be submitted within 90 days following the end of the Plan Year. Your failure to do so will result in the denial of the charges.

After a FSA, LPFSA or DCA claim is processed, an electronic notification will be provided by the Plan Administrator showing the calculation of the total amount payable for the claim, charges not payable, and the reason. If the claim is denied or reduced in whole or in part, it is considered an "Adverse Benefit Determination" and is subject to the provisions detailed below.

The Plan will notify you of an Adverse Benefit Determination within 30 days after receipt of the claim. However, in certain cases an extension of up to 15 days may be utilized if the Plan determines that the extension is necessary due to matters beyond the control of the Plan and you are notified prior to the expiration of the initial 30 day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and you shall be given at least 45 days within which to provide the specified information.

A notice of Adverse Benefit Determination will include the following:

- ◆ The specific reason or reasons for the adverse determination.
- ◆ Reference to specific plan provisions on which the adverse determination is based.
- ◆ A description of the Plan's appeal procedures and the time limits applicable to such procedures.
- ◆ If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion will be set forth in the notice of Adverse Benefit Determination; or the notice will contain a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request.

- ◆ If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, will be set forth in the notice of Adverse Benefit Determination, or the notice will contain a statement that such explanation will be provided free of charge upon request.

APPEALS

If you receive an Adverse Benefit Determination, you or your authorized representative may appeal the determination by filing a written application with the Plan. In appealing an Adverse Benefit Determination, the Plan will provide you or your authorized representative:

- ◆ The opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.
- ◆ Upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
- ◆ A full and fair review that takes into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- ◆ A full and fair review that does not afford deference to the initial benefit determination and is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual.
- ◆ In deciding an appeal of an Adverse Benefit Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, that the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and that the health care professional consulted shall neither be an individual who was consulted in connection with the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.
- ◆ Upon request, the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

An appeal must be filed within 180 days after the Adverse Benefit Determination is received. The Plan will notify you or your authorized representative of the Plan's determination within 60 days after receipt of an appeal.

The Plan's determination

- will be in writing setting forth specific reasons for the decision and reference to the specific plan provisions upon which the determination is based.
- will contain a statement that you are entitled to receive, upon request and free of charge,

reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.

- if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion will be set forth in the determination; or the determination will contain a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to you upon request.
- if the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, will be set forth in the determination or the determination will contain a statement that such explanation will be provided free of charge upon request.

ADMINISTRATION OF THE PLAN

Calendar records are maintained for a Plan Year ending the last day of December each year or a designated benefit plan year. The Plan is a legal entity. Legal notices may be filed with and legal process served upon the Plan Administrator.

As Plan Administrator and Plan Fiduciary, the Employer has complete authority to control and manage the operation and administration of the Plan. In exercising its fiduciary and other responsibilities, the Employer shall have the discretionary authority to determine eligibility for benefits, review any denied claims for benefits and construe disputed Plan terms. The Employer shall be deemed to have properly exercised such authority, unless it has abused its discretion by acting arbitrarily and capriciously.

The Employer reserves the right to amend, modify, revoke or terminate the Plan, in whole or in part, at any time. The authority to make any such changes to the Plan rests with an authorized representative of the Employer. Any such amendment, modification, revocation or termination of the Plan shall be made by a written amendment signed by an authorized representative. The Plan Administrator shall communicate such changes to Plan participants. Plan participants will be furnished with summary descriptions of material modifications not later than 210 days after the end of the Plan Year in which the change is adopted. Any modification or change that is a material reduction in benefits provided under the Plan will be communicated to participants not later than 60 days after adopting the modification or change, unless the Employer provides summaries of modifications or changes at regular intervals of not more than 90 days.

If you have any questions regarding your FSA, LPFSA or DCA claim submission or claim status, please contact:



Allied Benefit Systems, LLC
200 W. Adams St. Suite 500
Chicago, IL 60606
P 312-906-8080 Option #2
F 312-906-8359
E FlexClaims@Alliedbenefit.com

**STANDARDS FOR PRIVACY AND SECURITY OF INDIVIDUALLY
IDENTIFIABLE HEALTH INFORMATION ISSUED PURSUANT TO THE
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF
1996, AS AMENDED (“HIPAA”)**

A. Privacy Standards.

1. Disclosure of Protected Health Information (“PHI”) to the Plan Sponsor for Plan Administration Purposes.

In order that the Plan Sponsor may receive and use PHI for Plan Administration purposes, the Plan Sponsor agrees to:

- a. Not use or further disclose PHI other than as permitted or required by the Plan Documents or as required by law (as defined in the Privacy Standards);
- b. Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
- c. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor, except pursuant to an authorization which meets the requirements of the Privacy Standards;
- d. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware;
- e. Make available PHI in accordance with Section 164.524 of the Privacy Standards (45 CFR 164.524);
- f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards (45 CFR 164.526);
- g. Make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Standards (45 CFR 164.528);
- h. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services (“HHS”), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with Part 164, Subpart E, of the Privacy Standards (45 CFR 164.500 et seq);
- i. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
- j. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in Section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:

- i. The following employees, or classes of employees, or other persons under control of the Plan Sponsor, shall be given access to the PHI to be disclosed:

The Human Resources Manager, Staff designated by Human Resources Manager, Chief Financial Officer and Staff designated by Chief Financial Officer.

- ii. The access to and use of PHI by the individuals described in subsection (i) above shall be restricted to the Plan Administration functions that the Plan Sponsor performs for the Plan.
- iii. In the event any of the individuals described in subsection (i) above do not comply with the provisions of the Plan Documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion, to ensure that no further non-compliance occurs. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate, and shall be imposed so that they are commensurate with the severity of the violation.

“Plan Administration” functions are activities that would meet the definitions of treatment, payment and health care operations. “Plan Administration” functions include, but are not limited to quality assurance, claims processing, auditing, monitoring, management and eligibility information requests. It does not include any employment-related functions or functions in connection with any other benefit or benefit plans.

The Plan shall disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that (a) the Plan Documents have been amended to incorporate the above provisions and (b) the Plan Sponsor agrees to comply with such provisions.

2. Disclosure of Certain Enrollment Information to the Plan Sponsor.

Pursuant to Section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Plan Sponsor.

3. Other Disclosures and Uses of PHI.

With respect to all other uses and disclosures of PHI, the Plan shall comply with the Privacy Standards.

B. Security Standards.

1. Definitions.

- a. The term “Electronic Protected Health Information” (“E PHI”) has the meaning set forth in Section 160.103 of the Security Standards (45 C.F.R. 160.103) and generally means individually identifiable health information that is transmitted or maintained in any electronic media.
- b. The term “Security Incidents” has the meaning set forth in Section 164.304 of the Security Standards (45 C.F.R. 164.304) and generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

2. Plan Sponsor Obligations.

Where EPHI will be created, received, maintained, or transmitted to or by the Plan Sponsor on behalf of the Plan, the Plan Sponsor shall reasonably safeguard the EPHI as follows:

- a. Plan Sponsor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Plan Sponsor creates, receives, maintains, or transmits on behalf of the Plan;
- b. Plan Sponsor shall ensure that the adequate separation that is required by Section 164.504 (f) (2) (iii) of the Security Standards (45 C.F.R. 164.504 (f) (2) (iii)) is supported by reasonable and appropriate security measures;
- c. Plan Sponsor shall ensure that any agents, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate security measures to protect such EPHI; and
- d. Plan Sponsor shall report to the Plan any Security Incidents of which it becomes aware as described below:
 - i.) Plan Sponsor shall report to the Plan within a reasonable time after the Plan Sponsor becomes aware of any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of the Plan's EPHI; and
 - ii.) Plan Sponsor shall report to the Plan any other Security Incident on an aggregate basis every quarter, or more frequently upon the Plan's request.
- e. Plan Sponsor shall make its internal practices, books, and records relating to its compliance with the Security Standards to the Secretary of the U.S. Department of Health and Human Services ("HHS"), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with the Security Standards.

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT COVERED PERSONS MAY BE USED AND DISCLOSED AND HOW COVERED PERSONS CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

This Notice of Privacy Practices (“Notice”) describes how protected health information may be used or disclosed by this Plan to carry out treatment, payment, health care operations and for other purposes that are permitted or required by law. This Notice also sets out this Plan’s legal obligations concerning a Covered Person’s protected health information and describes a Covered Person’s rights to access, amend and manage that protected health information.

Protected health information (“PHI”) is individually identifiable health information, including demographic information, collected from a Covered Person or created or received by a health care provider, a health plan, an employer (when functioning on behalf of the group health plan), or a health care clearinghouse and that relates to: (1) a Covered Person’s past, present or future physical or mental health or condition; (2) the provision of health care to a Covered Person; or (3) the past, present or future payment for the provision of health care to a Covered Person.

This Notice has been drafted to be consistent with what is known as the “HIPAA Privacy Rule,” and any of the terms not defined in this Notice should have the same meaning as they have in the HIPAA Privacy Rule.

If You have any questions or want additional information about the Notice or the policies and procedures described in the Notice, please contact the Human Resources Department.

THE PLAN’S RESPONSIBILITIES

The Plan is required by law to maintain the privacy of a Covered Person’s PHI. The Plan is obligated to provide the Covered Person with a copy of this Notice of the Plan’s legal duties and of its privacy practices with respect to the Covered Person’s PHI, abide by the terms of the Notice that is currently in effect, and notify the Covered Person in the event of a breach of the Covered Person’s unsecured PHI. The Plan reserves the right to change the provisions of this Notice and make the new provisions effective for all PHI that is maintained. If the Plan makes a material change to this Notice, a revised Notice will be mailed to the address that the Plan has on record.

When using or disclosing PHI or when requesting PHI from another covered entity, the Plan will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

Genetic information shall be treated as health information pursuant to the Health Insurance Portability and Accountability Act. The use or disclosure by the Plan of protected health information that is genetic information about an individual for underwriting purposes under the Plan shall not be a permitted use or disclosure.

However, the minimum necessary standard will not apply in the following situations:

- disclosures to or requests by a health care provider for treatment;
- uses or disclosures made to the individual;
- disclosures made to the Secretary of the U.S. Department of Health and Human

Services;

- uses or disclosures that are required by law;
- uses or disclosures that are required for compliance with the HIPAA Privacy Rule; and
- uses or disclosures made pursuant to an authorization.

This Notice does not apply to information that has been de-identified. De-identified information is health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. It is not individually identifiable health information.

PERMISSIBLE USES AND DISCLOSURES OF PHI

The following is a description of how the Plan is most likely to use and/or disclose a Covered Person's PHI.

TREATMENT, PAYMENT AND HEALTH CARE OPERATIONS

The Plan has the right to use and disclose a Covered Person's PHI for all activities that are included within the definitions of "treatment, payment and health care operations" as described in the HIPAA Privacy Rule.

TREATMENT

The Plan will use or disclose PHI so that a Covered Person may seek treatment. Treatment is the provision, coordination or management of health care and related services. It also includes, but is not limited to consultations and referrals between one or more of a Covered Person's providers. For example, the Plan may disclose to a treating specialist the name of a Covered Person's primary care physician so that the specialist may request medical records from that primary care physician.

PAYMENT

The Plan will use or disclose PHI to pay claims for services provided to a Covered Person and to obtain stop-loss reimbursements, if applicable, or to otherwise fulfill the Plan's responsibilities for coverage and providing benefits. For example, the Plan may disclose PHI when a provider requests information regarding a Covered Person's eligibility for coverage under this Plan, or the Plan may use PHI to determine if a treatment that was received was medically necessary.

HEALTH CARE OPERATIONS

The Plan will use or disclose PHI to support its business functions. These functions include, but are not limited to quality assessment and improvement, reviewing provider performance, licensing, stop-loss underwriting, business planning and business development. For example, the Plan may use or disclose PHI: (1) to provide a Covered Person with information about a disease management program; (2) to respond to a customer service inquiry from a Covered Person or (3) in connection with fraud and abuse detection and compliance programs.

POTENTIAL IMPACT OF STATE LAW

The HIPAA Privacy Regulations generally do not "preempt" (or take precedence over) state

privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the HIPAA Privacy Regulations, might impose a privacy standard under which the Plan will be required to operate. For example, where such laws have been enacted, the Plan will follow more stringent state privacy laws that relate to uses and disclosures of PHI concerning HIV or AIDS, mental health, substance abuse/chemical dependency, genetic testing, reproductive rights, etc.

OTHER PERMISSIBLE USES AND DISCLOSURES OF PHI

The following is a description of other possible ways in which the Plan may (and is permitted to) use and/or disclose PHI.

REQUIRED BY LAW

The Plan may use or disclose PHI to the extent the law requires the use or disclosure. When used in this Notice, “required by law” is defined as it is in the HIPAA Privacy Rule. For example, the Plan may disclose PHI when required by national security laws or public health disclosure laws.

PUBLIC HEALTH ACTIVITIES

The Plan may use or disclose PHI for public health activities that are permitted or required by law. For example, the Plan may use or disclose information for the purpose of preventing or controlling disease, injury, or disability, or it may disclose such information to a public health authority authorized to receive reports of child abuse or neglect. The Plan also may disclose PHI, if directed by a public health authority, to a foreign government agency that is collaborating with the public health authority.

HEALTH OVERSIGHT ACTIVITIES

The Plan may disclose PHI to a health oversight agency for activities authorized by law, such as: audits; investigations; inspections; licensure or disciplinary actions; or civil, administrative, or criminal proceedings or actions. Oversight agencies seeking this information include government agencies that oversee: (1) the health care system; (2) government benefit programs; (3) other government regulatory programs and (4) compliance with civil rights laws.

ABUSE OR NEGLECT

The Plan may disclose PHI to a government authority that is authorized by law to receive reports of abuse, neglect or domestic violence. Additionally, as required by law, the Plan may disclose to a governmental entity, authorized to receive such information, a Covered Person’s PHI if there is reason to believe that the Covered Person has been a victim of abuse, neglect, or domestic violence.

LEGAL PROCEEDINGS

The Plan may disclose PHI: (1) in the course of any judicial or administrative proceeding; (2) in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized) and (3) in response to a subpoena, a discovery request, or other lawful process, once the Plan has met all administrative requirements of the HIPAA Privacy Rule. For example, the Plan may disclose PHI in response to a subpoena for

such information, but only after first meeting certain conditions required by the HIPAA Privacy Rule.

LAW ENFORCEMENT

Under certain conditions, the Plan also may disclose PHI to law enforcement officials. For example, some of the reasons for such a disclosure may include, but not be limited to: (1) it is required by law or some other legal process; (2) it is necessary to locate or identify a suspect, fugitive, material witness, or missing person or (3) it is necessary to provide evidence of a crime.

CORONERS, MEDICAL EXAMINERS, FUNERAL DIRECTORS, AND ORGAN DONATION ORGANIZATIONS

The Plan may disclose PHI to a coroner or medical examiner for purposes of identifying a deceased person, determining a cause of death or for the coroner or medical examiner to perform other duties authorized by law. The Plan also may disclose, as authorized by law, information to funeral directors so that they may carry out their duties. Further, the Plan may disclose PHI to organizations that handle organ, eye or tissue donation and transplantation.

RESEARCH

The Plan may disclose PHI to researchers when an institutional review board or privacy board has: (1) reviewed the research proposal and established protocols to ensure the privacy of the information and (2) approved the research.

TO PREVENT A SERIOUS THREAT TO HEALTH OR SAFETY

Consistent with applicable federal and state laws, the Plan may disclose PHI if there is reason to believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. The Plan also may disclose PHI if it is necessary for law enforcement authorities to identify or apprehend an individual.

MILITARY ACTIVITY AND NATIONAL SECURITY, PROTECTIVE SERVICES

Under certain conditions, the Plan may disclose PHI if Covered Persons are, or were, Armed Forces personnel for activities deemed necessary by appropriate military command authorities. If Covered Persons are members of foreign military service, the Plan may disclose, in certain circumstances, PHI to the foreign military authority. The Plan also may disclose PHI to authorized federal officials for conducting national security and intelligence activities, and for the protection of the President, other authorized persons or heads of state.

INMATES

If a Covered Person is an inmate of a correctional institution, the Plan may disclose PHI to the correctional institution or to a law enforcement official for: (1) the institution to provide health care to the Covered Person; (2) the Covered Person's health and safety and the health and safety of others or (3) the safety and security of the correctional institution.

WORKERS' COMPENSATION

The Plan may disclose PHI to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illnesses.

EMERGENCY SITUATIONS

The Plan may disclose PHI of a Covered Person in an emergency situation, or if the Covered Person is incapacitated or not present, to a family member, close personal friend, authorized disaster relief agency, or any other person previously identified by the Covered Person. The Plan will use professional judgment and experience to determine if the disclosure is in the best interests of the Covered Person. If the disclosure is in the best interest of the Covered Person, the Plan will disclose only the PHI that is directly relevant to the person's involvement in the care of the Covered Person.

FUNDRAISING ACTIVITIES

The Plan may use or disclose the PHI of a Covered Person for fundraising activities, such as raising money for a charitable foundation or similar entity to help finance its activities. If the Plan does contact the Covered Person for fundraising activities, the Plan will give the Covered Person the opportunity to opt-out, or stop, receiving such communications in the future.

GROUP HEALTH PLAN DISCLOSURES

The Plan may disclose the PHI of a Covered Person to a sponsor of the group health plan – such as an employer or other entity – that is providing a health care program to the Covered Person. The Plan can disclose the PHI of the Covered Person to that entity if that entity has contracted with the Plan to administer the Covered Person's health care program on its behalf.

UNDERWRITING PURPOSES

The Plan may use or disclose the PHI of a Covered Person for underwriting purposes, such as to make a determination about a coverage application or request. If the Plan does use or disclose the PHI of the Covered Person for underwriting purposes, the Plan is prohibited from using or disclosing in the underwriting process the PHI of the Covered Person that is genetic information.

OTHERS INVOLVED IN YOUR HEALTH CARE

Using its best judgment, the Plan may make PHI known to a family member, other relative, close personal friend or other personal representative that the Covered Person identifies. Such use will be based on how involved the person is in the Covered Person's care or in the payment that relates to that care. The Plan may release information to parents or guardians, if allowed by law.

If a Covered Person is not present or able to agree to these disclosures of PHI, then, using its professional judgment, the Plan may determine whether the disclosure is in the Covered Person's best interest.

REQUIRED DISCLOSURES OF PHI

The following is a description of disclosures that the Plan is required by law to make.

DISCLOSURES TO THE SECRETARY OF THE U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

The Plan is required to disclose PHI to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining the Plan's compliance with the HIPAA Privacy Rule.

DISCLOSURES TO COVERED PERSONS

The Plan is required to disclose to a Covered Person most of the PHI in a "designated record set" when that Covered Person requests access to this information. Generally, a designated record set contains medical and billing records, as well as other records that are used to make decisions about a Covered Person's health care benefits. The Plan also is required to provide, upon the Covered Person's request, an accounting of most disclosures of his PHI that are for reasons other than treatment, payment and health care operations and are not disclosed through a signed authorization.

The Plan will disclose a Covered Person's PHI to an individual who has been designated by that Covered Person as his personal representative and who has qualified for such designation in accordance with relevant state law. However, before the Plan will disclose PHI to such a person, the Covered Person must submit a written notice of his designation, along with the documentation that supports his qualification (such as a power of attorney).

Even if the Covered Person designates a personal representative, the HIPAA Privacy Rule permits the Plan to elect not to treat that individual as the Covered Person's personal representative if a reasonable belief exists that: (1) the Covered Person has been, or may be, subjected to domestic violence, abuse or neglect by such person; (2) treating such person as his personal representative could endanger the Covered Person, or (3) the Plan determines, in the exercise of its professional judgment, that it is not in its best interest to treat that individual as the Covered Person's personal representative.

BUSINESS ASSOCIATES

The Plan contracts with individuals and entities (Business Associates) to perform various functions on its behalf or to provide certain types of services. To perform these functions or to provide the services, the Plan's Business Associates will receive, create, maintain, use or disclose PHI, but only after the Plan requires the Business Associates to agree in writing to contract terms designed to appropriately safeguard PHI. For example, the Plan may disclose PHI to a Business Associate to administer claims or to provide service support, utilization management, subrogation or pharmacy benefit management. Examples of the Plan's Business Associates would be its third party administrator, broker, preferred provider organization and utilization review vendor.

OTHER COVERED ENTITIES

The Plan may use or disclose PHI to assist health care providers in connection with their treatment or payment activities or to assist other covered entities in connection with payment activities and certain health care operations. For example, the Plan may disclose PHI to a health care provider when needed by the provider to render treatment to a Covered Person, and the Plan may disclose PHI to another covered entity to conduct

health care operations in the areas of fraud and abuse detection or compliance, quality assurance and improvement activities or accreditation, certification, licensing or credentialing. This also means that the Plan may disclose or share PHI with other insurance carriers in order to coordinate benefits, if a Covered Person has coverage through another carrier.

PLAN SPONSOR

The Plan may disclose PHI to the Plan Sponsor of the group health plan for purposes of plan administration or pursuant to an authorization request signed by the Covered Person. Also, the Plan may use or disclose "summary health information" to the Plan Sponsor for obtaining premium bids or modifying, amending or terminating the group health plan. Summary health information summarizes the claims history, claims expenses or types of claims experienced by individuals for whom a Plan Sponsor has provided health benefits under a group health plan and from which identifying information has been deleted in accordance with the HIPAA Privacy Rule.

USES AND DISCLOSURES OF PHI THAT REQUIRE A COVERED PERSON'S AUTHORIZATION

SALE OF PHI

The Plan will request the written authorization of a Covered Person before the Plan makes any disclosure that is deemed a sale of the Covered Person's PHI, meaning that the Plan is receiving compensation for disclosing the PHI in this manner.

MARKETING

The Plan will request the written authorization of a Covered Person to use or disclose the Covered Person's PHI for marketing purposes with limited exceptions, such as when the Plan has face-to-face marketing communications with the Covered Person or when the Plan provides promotional gifts of nominal value.

PSYCHOTHERAPY NOTES

The Plan will request the written authorization of a Covered Person to use or disclose any of the Covered Person's psychotherapy notes that the Plan may have on file with limited exception, such as for certain treatment, payment or health care operation functions.

Other uses and disclosures of PHI that are not described previously will be made only with a Covered Person's written authorization. If the Covered Person provides the Plan with such an authorization, he/she may revoke the authorization in writing, and this revocation will be effective for future uses and disclosures of PHI. However, the revocation will not be effective for information that has already been used or disclosed, relying on the authorization.

A COVERED PERSON'S RIGHTS

The following is a description of a Covered Person's rights with respect to PHI:

RIGHT TO REQUEST A RESTRICTION

A Covered Person has the right to request a restriction on the PHI the Plan uses or discloses about him/her for treatment, payment or health care operations. The Plan is not required to agree to any restriction that a Covered Person may request. If the Plan

does agree to the restriction, it will comply with the restriction unless the information is needed to provide emergency treatment.

A Covered Person may request a restriction by contacting the Human Resources Department. It is important that the Covered Person directs his request for restriction to this individual or office so that the Plan can begin to process Your request. Requests sent to individuals or offices other than the one indicated might delay processing the request.

The Plan will want to receive this information in writing and will instruct the Covered Person where to send the request when the Covered Person's call is received. In this request, it is important that the Covered Person states: (1) the information whose disclosure he/she wants to limit and (2) how he/she wants to limit the Plan's use and/or disclosure of the information.

RIGHT TO REQUEST CONFIDENTIAL COMMUNICATIONS

If a Covered Person believes that a disclosure of all or part of his PHI may endanger him/her, that Covered Person may request that the Plan communicates with him/her regarding PHI in an alternative manner or at an alternative location. For example, the Covered Person may ask that the Plan only contact the Covered Person at a work address or via the Covered Person's work e-mail.

The Covered Person may request a restriction by contacting the Human Resources Department. It is important that the request for confidential communications is addressed to this individual or office so that the Plan can begin to process the request. Requests sent to individuals or offices other than the one indicated might delay processing the request.

The Plan will want to receive this information in writing and will instruct the Covered Person where to send a written request upon receiving a call. This written request should inform the Plan: (1) that he/she wants the Plan to communicate his PHI in an alternative manner or at an alternative location and (2) that the disclosure of all or part of this PHI in a manner inconsistent with these instructions would put the Covered Person in danger.

The Plan will accommodate a request for confidential communications that is reasonable and that states that the disclosure of all or part of a Covered Person's PHI could endanger that Covered Person. As permitted by the HIPAA Privacy Rule, "reasonableness" will (and is permitted to) include, when appropriate, making alternate arrangements regarding payment.

Accordingly, as a condition of granting a Covered Person's request, he/she will be required to provide the Plan information concerning how payment will be handled. For example, if the Covered Person submits a claim for payment, state or federal law (or the Plan's own contractual obligations) may require that the Plan disclose certain financial claim information to the Plan Participant under whose coverage a Covered Person may receive benefits (e.g., an Explanation of Benefits "EOB"). Unless the Covered Person has made other payment arrangements, the EOB (in which a Covered Person's PHI might be included) will be released to the Plan Participant.

Once the Plan receives all the information for such a request (along with the instructions for handling future communications), the request will be processed usually within 2

business days or as soon as reasonably possible.

Prior to receiving the information necessary for this request, or during the time it takes to process it, PHI may be disclosed (such as through an EOB). Therefore, it is extremely important that the Covered Person contact the Human Resources Department as soon as the Covered Person determines the need to restrict disclosures of his PHI.

If the Covered Person terminates his request for confidential communications, the restriction will be removed for all of the Covered Person's PHI that the Plan holds, including PHI that was previously protected. Therefore, a Covered Person should not terminate a request for confidential communications if that person remains concerned that disclosure of PHI will endanger him/her.

RIGHT TO INSPECT AND COPY

A Covered Person has the right to inspect and copy PHI that is contained in a "designated record set." Generally, a designated record set contains medical and billing records, as well as other records that are used to make decisions about a Covered Person's health care benefits. However, the Covered Person may not inspect or copy psychotherapy notes or certain other information that may be contained in a designated record set.

To inspect and copy PHI that is contained in a designated record set, the Covered Person must submit a request by contacting the Human Resources Department. It is important that the Covered Person contact this individual or office to request an inspection and copying so that the Plan can begin to process the request. Requests sent to individuals or offices other than the one indicated might delay the processing of the request. If the Covered Person requests a copy of the information, the Plan may charge a fee for the costs of copying, mailing or other supplies associated with that request.

The Plan may deny a Covered Person's request to inspect and copy PHI in certain limited circumstances. If a Covered Person is denied access to information, he/she may request that the denial be reviewed. To request a review, the Covered Person must contact the Human Resources Department. A licensed health care professional chosen by the Plan will review the Covered Person's request and the denial. The person performing this review will not be the same one who denied the Covered Person's initial request. Under certain conditions, the Plan's denial will not be reviewable. If this event occurs, the Plan will inform the Covered Person through the denial that the decision is not reviewable.

RIGHT TO AMEND

If a Covered Person believes that his PHI is incorrect or incomplete, he/she may request that the Plan amend that information. The Covered Person may request that the Plan amend such information by contacting the Human Resources. Additionally, this request should include the reason the amendment is necessary. It is important that the Covered Person direct this request for amendment to this individual or office so that the Plan can begin to process the request. Requests sent to individuals or offices other than the one indicated might delay processing the request.

In certain cases, the Plan may deny the Covered Person's request for an amendment. For example, the Plan may deny the request if the information the Covered Person wants to amend is not maintained by the Plan, but by another entity. If the Plan denies the request,

the Covered Person has the right to file a statement of disagreement with the Plan. This statement of disagreement will be linked with the disputed information and all future disclosures of the disputed information will include this statement.

RIGHT OF AN ACCOUNTING

The Covered Person has a right to an accounting of certain disclosures of PHI that are for reasons other than treatment, payment or health care operations. No accounting of disclosures is required for disclosures made pursuant to a signed authorization by the Covered Person or his personal representative. The Covered Person should know that most disclosures of PHI will be for purposes of payment or health care operations, and, therefore, will not be subject to this right. There also are other exceptions to this right.

An accounting will include the date(s) of the disclosure, to whom the Plan made the disclosure, a brief description of the information disclosed and the purpose for the disclosure.

A Covered Person may request an accounting by submitting a request in writing to the Human Resources Department. It is important that the Covered Person direct the request for an accounting to this individual or office so that the Plan can begin to process the request. Requests sent to individuals or offices other than the one indicated might delay processing the request.

A Covered Person's request may be for disclosures made up to 6 years before the date of the request, but not for disclosures made before April 14, 2004. The first list requested within a 12-month period will be free. For additional lists, the Plan may charge for the costs of providing the list. The Plan will notify the Covered Person of the cost involved and he/she may choose to withdraw or modify the request before any costs are incurred.

RIGHT TO A COPY OF THIS NOTICE

The Covered Person has the right to request a copy of this Notice at any time by contacting the Human Resources Department. If you receive this Notice on the Plan's website or by electronic mail, you also are entitled to request a paper copy of this Notice.

COMPLAINTS

A Covered Person may complain to the Plan if he/she believes that the Plan has violated these privacy rights. The Covered Person may file a complaint with the Plan by contacting the Human Resources Department. A copy of a complaint form is available from this contact office.

A Covered Person also may file a complaint with the Secretary of the U.S. Department of Health and Human Services. Complaints filed directly with the Secretary must: (1) be in writing; (2) contain the name of the entity against which the complaint is lodged; (3) describe the relevant problems and (4) be filed within 180 days of the time the Covered Person became or should have become aware of the problem.

The Plan will not penalize or in any other way retaliate against a Covered Person for filing a complaint with the Secretary or with the Plan.

SASED - THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
FLEXIBLE BENEFITS PLAN

PLAN DOCUMENT
Amended and Restated Effective 1/1/2022

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ARTICLE I
ESTABLISHMENT OF THE PLAN

1. Establishment of Plan.

SASED - The School Association for Special Education in Dupage County (the “Employer”) hereby establishes a cafeteria plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, for its eligible Employees effective 1/1/2022, to be known as the “SASED - The School Association for Special Education in Dupage County Flexible Benefits Plan (the “Plan”). The Plan was originally effective as of 1/1/2006. The Plan is amended and restated effective as of 1/1/2022.

The purpose of this Plan is to provide eligible Employees a method of obtaining a reimbursement of health coverage and other permissible benefits. Such benefits are provided in a manner which allows the Employee the discretion to choose those benefits which are best suited to the Employee’s needs and obtain them with advantageous tax treatment.

2. Applicability of Plan.

The provisions of this Plan are applicable only to the Employees of the Employer in current employment on or after the Effective Date.

An Employee who retired or separated from employment prior to the Effective Date shall not be entitled to benefits after the Effective Date under the provisions of this Plan unless the Employee is rehired and then becomes eligible for benefits.

The provisions of this Plan for the reimbursement of health coverages are intended to qualify as a medical reimbursement plan within the meaning of Code Section 105(b). The provisions of this Plan for the reimbursement of dependent care assistance (DCA) expenses are intended to qualify as a DCA plan within the meaning of Code Section 129.

The provisions of this Plan are also intended to comply with the Patient Protection and Affordable Care Act (“ACA”). As such, Participants are allowed to make pre-tax salary reduction contributions for health benefits (including a health flexible spending account) for children who have not attained age 27 as of the end of the taxable year, who pursuant to ACA, are properly enrolled in coverage for such benefits.

The above provisions do not, and are not intended in any way to, expand the definition of “child” contained in any applicable medical, dental and/or vision plans.

ARTICLE II
DEFINITIONS

1. Definitions.

The following terms shall have the respective meanings set forth below. When the defined meaning is intended, the term is capitalized.

- (a) The term “Child” means the son, daughter, stepson, or stepdaughter of the Participant, and a Child includes both a legally adopted individual of the Participant and an individual who is lawfully placed with the Participant for legal adoption by the Participant. A Child

also includes an “eligible foster child,” defined as an individual who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

- (b) The term “Code” means the Internal Revenue Code of 1986, as amended.
- (c) The term “Employer” means SASSED - The School Association for Special Education in Dupage County and to the extent described in a supplemental agreement to this Plan, an affiliated organization which adopts this Plan pursuant to Article XII of this Plan.
- (d) The term “Effective Date” means 1/1/2006. The Plan is amended and restated effective as of 1/1/2022.
- (e) The term “Employee” means a common-law employee of the Employer.
- (f) The term “Flexible Benefits Plan Enrollment Form” means the agreement, which permits the Employer to reduce the Participant’s current salary and contribute the amount of the reduction to purchase benefits on behalf of the Participant.
- (g) The term “Grace Period” means the two and one-half ($2^{1/2}$) month period of time from the last day of the Plan Year in which a Participant can apply any unused amounts in his or her FSA, LPFSA or DCA expenses account from the previous Plan Year to pay for covered expenses incurred during the two and one-half ($2^{1/2}$) month grace period.
- (h) The term “Highly Compensated Employee” means any Employee who (1) was at any time during the current or preceding Plan Year a 5-percent owner of the Employer; or (2) for the preceding Plan Year, received compensation from the Employer in excess of the amount established by the Internal Revenue Service and was in a group consisting of the top 20 percent of the Employees when ranked on the basis of compensation paid during such year; or (3) any other individual who falls within the provisions of Section 125(e) of the Code or Section 414(q) of the Code (as amended).
- (i) The term “Key Employee” means any Employee who at any time during the Plan year is (1) an officer of the Employer receiving compensation from the Employer in excess of the amount established by the Internal Revenue Service, or (2) a 5-percent owner of the Employer; or (3) a 1-percent owner of the Employer having an annual compensation from the Employer of more than the amount established by the Internal Revenue Service; or (4) any other individual who falls within the provisions of Section 416(i)(1) of the Code (as amended).
- (j) The term “Participant” means an Employee who meets the conditions of Article III.
- (k) The term “Plan” means the “SASSED - The School Association for Special Education in Dupage County Flexible Benefits Plan” which is intended to qualify as a cafeteria plan within the meaning of Code Section 125. This plan also serves as the written plan document for the Employer’s program of DCA reimbursement which is intended to qualify as a DCA plan within the meaning of Code Section 129.
- (l) The term “Plan Administrator” means the person or entity responsible for the day-to-day functions and management of the Plan. The plan administrator may employ persons or firms to perform certain Plan connected services. The plan administrator is the Employer.

- (m) The term “Plan Fiduciary” means the person or entity who has the authority to control and manage the operation and administration of the Plan. The Plan Fiduciary is the Employer.
- (n) The term “Plan Sponsor” means SASSED - The School Association for Special Education in Dupage County and to the extent described in a supplemental agreement to this Plan.
- (o) The term “Plan Supervisor” means the entity providing consulting services to the Employer in connection with the operation of the Plan and performing other functions, including processing of claims. The Plan Supervisor is Allied Benefit Systems, LLC, 200 W. Adams Street, Suite 500, Chicago, IL 60606.
- (p) The term “Plan Year” means the Plan is administered according to its designated benefit plan year and/or each Calendar year basis beginning each January 1 and ending each December 31.

2. Gender and Number.

Except when otherwise indicated by the context, any masculine terminology shall also include the feminine and the definition of any term in the singular shall also include the plural.

ARTICLE III ELIGIBILITY AND PARTICIPATION

1. Date of Participation.

A person who is an Employee of the Employer, working at least twenty (20) hours per week, shall become a Participant in the Plan on the first pay period after meeting the eligibility requirements and upon completion of the necessary enrollment form.

Enrollment in the qualified insurance premiums portion of the Plan is automatic upon completion of the applicable enrollment form(s) provided by the Employer.

A person who is an Employee of the Employer, who is covered by a HSA-qualified high deductible health plan (HDHP), may enroll in a Health Savings Account (HSA) by completing the applicable enrollment form(s) provided by the Employer and cannot be covered by another health plan, including Medicare, and cannot be claimed as a dependent on another individual's tax return. For subsequent plan years, those who participate in the qualified insurance premiums and/or health savings account (HSA) contributions portion of the Plan will automatically renew each year at the new contribution amounts unless the Participant otherwise notifies the Employer in writing within thirty (30) days from becoming eligible in the new Plan Year.

A Flexible Benefits Plan Enrollment Form must be completed to enroll in the health flexible spending account (FSA) expenses, limited purpose flexible spending account (LPFSA) expenses and dependent care assistance (DCA) expenses portions of the Plan. If a Flexible Benefits Plan Enrollment Form is not completed, participation will not begin until a subsequent open enrollment period or a Change in Status event occurs. Failure to complete the necessary applicable enrollment form(s) for the qualified insurance premiums portion of the Plan will also result in the loss of the participation in the current Plan Year until the subsequent open enrollment period or a Change of Status event.

2. Duration.

A Participant shall cease to be a Participant when the conditions of section 1 are no longer satisfied.

ARTICLE IV
BENEFITS

1. Election.

The Plan offers the Participant a choice between certain taxable and nontaxable benefits. Accordingly, prior to the beginning of each designated benefit plan year, a Participant will choose benefits, pledge an amount to pay for the cost of those benefits and then decide whether the cost of that coverage will be paid on a pre-tax or an after-tax basis. Any pre-tax premium payments shall be made directly by the Employer on behalf of the Participant through the applicable enrollment form(s) provided by the Employer. The enrollment in the qualified insurance premiums and/or health savings account (HSA) contributions portion of the Plan will be automatically renewed each subsequent benefit plan year unless the Participant otherwise notifies the Employer in writing within (30) days from the start of a new benefit plan year if they wish to not pay for benefits on a pre-tax basis.

The maximum contribution levels are as follows:

- qualified insurance premiums: specified by the Employer.
- health savings account (HSA) maximum contributions are follows for **2022**:
 - \$3,650* (self-only coverage under a qualified High Deductible Health Plan)
 - \$7,300* (family coverage under a qualified High Deductible Health Plan)

* If you are age 55 or older, you can contribute \$1,000 in addition to the **2022** HSA maximum amount.

Note: Subsequent years- HSA maximum contribution amounts are indexed annually. Please consult with your Human Resources Department.

- health flexible spending account (FSA) expenses: \$2,850 maximum
- limited purpose flexible spending account (LPFSA) expenses: \$2,850 maximum
- dependent care assistance (DCA) expenses: \$5,000 maximum (\$2,500 maximum for married couples filing separate tax returns.)

The amount stated above shall be determined at the discretion of the Employer prior to the commencement of each Plan Year or designated subsequent benefit plan year and shall be uniformly applicable to all Participants. That amount shall be subject to review and final approval by the Employer. A Participant's rate of salary shall not include any bonus payments, fringe benefits or other special compensation. The Employer reserves the right to reduce the amount of the Participant's Flexible Benefits Plan Enrollment Form in order to assure compliance with the requirements of the Code for favorable tax treatment.

2. Nondiscrimination.

It shall be the responsibility of the Employer to ensure compliance with any applicable nondiscrimination requirements. The Plan will not discriminate in favor of Highly Compensated Employees as to benefits or contributions for the Plan Year.

The benefits provided to Key Employees shall not exceed 25% of the aggregate of such benefits provided for all Participant's under the Plan.

Not more than 25% of the amounts paid by the Employer for DCA during the Plan Year may be provided to individuals owning more than 5% of the Employer. In addition, the average benefit provided to non-highly compensated Employees will be at least 55% of the average benefit to Highly Compensated Employees.

Any reduction required of a Participant's salary shall be done on a reasonable and nondiscriminatory basis and will be done on a common dollar value basis rather than a pro-rata basis.

3. New Participants.

If an Employee becomes a Participant in the Plan after the beginning of a Plan Year, the amount pledged will be pro-rated based upon the Participant's eligibility date for the FSA expenses, LPFSA expenses or DCA expenses portions of the Plan only.

4. Terminating Participants.

If a Participant terminates employment prior to the end of a Plan Year or designated benefit plan year, his or her participation in the Plan shall cease. However, in regards to FSA expenses or LPFSA expenses portion of the Plan, expenses incurred prior to termination date are reimbursable, and may be submitted for reimbursement up to 90 days after the end of the Plan Year. However, a Participant who terminates employment and is eligible for continuation coverage (COBRA) may be allowed to continue to contribute to the FSA expenses or LPFSA expenses portion of the Plan on an after-tax basis only. Also, those Participants who separate from service or otherwise cease to be eligible under the DCA expenses portion of the Plan, may continue to submit for reimbursement eligible claims incurred during the Plan Year. DCA expenses incurred after the Plan Year ends are not reimbursable. Except as indicated above, no additional contributions to the Plan are allowed.

5. Flexible Benefits Plan Enrollment Form.

The Flexible Benefits Plan Enrollment Form shall be in a form which permits the Employer to reduce the Participant's current salary and contribute the amount of the reduction to purchase benefits on behalf of the Participant. The Flexible Benefits Plan Enrollment Form shall apply only to amounts of the Participant's pay that have not been actually or constructively received as of the date of the Flexible Benefits Plan Enrollment Form. Any amounts so elected shall not become currently available to the Participant. Each Participant may complete a Flexible Benefits Plan Enrollment Form which will reduce his or her salary by an amount equal to that necessary to provide for the type of coverage elected under this Plan. The amount of the Flexible Benefits Plan Enrollment Form elected by the Participant shall be deemed to be Employer contribution for purposes of the Code.

Each Plan Year, the Participant will be required to complete a new Flexible Benefits Plan Enrollment Form for the FSA expenses, LPFSA expenses and DCA expenses portions of the Plan. Failure to submit a completed Flexible Benefits Plan Enrollment Form during a designated open enrollment period to elect to participate in the FSA expenses, LPFSA expenses and DCA expenses portions of the Plan, will not be able to participate in these portions of the Plan for that Plan Year (unless a Change of Status event occurred).

6. Revocation of Election.

Generally, once a Participant under the terms of the Plan has made a decision with respect to benefits, the Participant may not revoke that election during the Plan Year or the designated benefit plan year. A Participant may change his or her election during a Plan Year or during a designated benefit plan year in the following limited situations. Notification of a Change in Status must be made to Employer in writing within thirty (30) days of the event. Failure to notify the Employer in writing within thirty (30) days, the Participant must wait until the next annual open enrollment period to make an election change.

A. Changes in Status

1. Change in status events

A Participant may revoke an election during the Plan year or the designated benefit plan year and make a new election for the remaining period of coverage under the Plan if there is a change in status as described below and if the election change is on account of and corresponds with a change in status that affects eligibility for coverage under an employer's plan. The Plan Administrator shall determine whether a requested change is on account of and corresponds with a change in status.

- (a) Legal marital status. Events that change a Participant's legal marital status, including the following: marriage; death of spouse; divorce; legal separation; and annulment.
- (b) Number of dependents. Events that change a Participant's number of dependents, including the following: birth; death; adoption; and placement for adoption, as well as a Child becoming newly eligible for coverage or eligible for coverage beyond the date on which the Child otherwise would have lost coverage.
- (c) Employment status. Events that change the employment status of a Participant, a Participant's spouse, or a Participant's dependent, including the following: a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite, and the switching from part-time to full-time employment status or from full-time to part-time status by a Participant or a Participant's spouse or dependent.
- (d) Dependent satisfies or ceases to satisfy eligibility requirements. Events that cause a Participant's dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstances.
- (e) Residence. A change in the place of residence of a Participant, spouse or dependent.
Note: The change in residence must result in the Participant, Participant's spouse or dependent gaining or losing eligibility under a plan.

If the change in status is (a) a Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent or (b) a dependent ceasing to satisfy the eligibility requirements for coverage, then a Participant may only elect to cancel coverage for the affected spouse or dependent. Canceling coverage for any other individual under these circumstances would fail to correspond with that change in status and therefore is not a permitted election change.

If a Participant, spouse or dependent gains eligibility for coverage under a plan sponsored by the employer of the Participant's spouse or dependent as a result of a change in Legal marital status or change in Employment Status, a Participant may change an election to cease or decrease coverage for that individual under the Plan only if coverage for that individual becomes applicable (i.e. effective) or is increased under the other employer's plan.

Applicability to DCA expenses portion of the Plan: An election change relating to the DCA expenses portion of the Plan is permitted only if (a) the election change is on account of and corresponds with a change in status that affects eligibility for coverage under an employer's plan or (b) the election change is on account of and corresponds with a change in status that affects DCA expenses available under Section 129 of the Internal Revenue Code. (For example: A DCA expenses election may be canceled where a dependent child turns age 13 in the middle of the Plan Year).

B. Cost or Coverage Changes

1. Automatic increase or decrease for cost changes.

If the cost of a qualified benefits plan increases or decreases during a period of coverage, the Plan may, on a reasonable and consistent basis, automatically make a prospective increase or decrease in the affected Participants' elective contributions to reflect such cost changes.

2. Significant cost increases.

If the cost of a benefit package option (such as a PPO option or HMO option under a health plan) significantly increases during a period of coverage as determined by the Plan Administrator, a Participant may elect to make a corresponding prospective increase in his or her payments, or to revoke his or her election and, in lieu thereof, to receive on a prospective basis coverage under another benefit package option providing similar coverage.

Applicability to the DCA expenses portion of the Plan: A Participant in the DCA expenses portion of the Plan may change an election based upon a significant increase in cost of the dependent care provider only if the cost change is imposed by a dependent care provider who is not a relative of the Participant (For example, the Participant's parent(s), child(ren), brother(s), sister(s), etc.)

3. Coverage changes.

If the coverage under a plan is significantly curtailed or ceases during a period of coverage, an affected Participant may revoke his or her election and make a new election on a prospective basis for coverage under another benefit package option providing similar coverage. Coverage is considered significantly curtailed only if there is an overall reduction in coverage provided to participants under a plan so as to constitute reduced coverage to participants generally.

If a plan adds a new benefit package option or other coverage option (or eliminates an existing benefits package option or other coverage option), an affected Participant may elect the newly-added option (or elect another option if an option has been eliminated) prospectively on a pre-tax basis and make a corresponding election change with respect

to other benefit package options providing similar coverage.

Applicability to DCA expenses portion of the Plan: The availability of dependent care services from a new child care provider during the Plan Year does constitute a significant change in coverage similar to a benefit package option becoming available. Accordingly, a Participant is permitted to revoke his or her previous election under the DCA expenses portion of the Plan and make a corresponding new election to reflect the cost of the new child care provider. In addition, a change in the number of hours of work performed by a child care provider constitutes a change in coverage enabling a Participant to make a corresponding new election to reflect the new cost of the child care provider.

Applicability to the FSA or LPFSA expenses portion of the Plan: Election changes related to the FSA or LPFSA expenses portion of the plan are not permitted under this section B (Cost or Coverage Changes).

C. Other Permitted Mid-year Election Changes

1. Special Enrollment Rights under HIPAA

A Participant may revoke an election for coverage under a group health plan during a period of coverage and make a new election that corresponds with the special enrollment rights provided under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2. Judgment, Decree or Order.

The Plan may change a Participant's election to provide coverage for the Participant's child if a judgment, decree, or order resulting from a divorce, legal separation, annulment or change in legal custody requires health coverage for the child. If a judgment, decree or order requires a Participant's spouse, former spouse, or other individual to cover the child, the Participant may change his/her election to revoke coverage for the child.

3. Entitlement to Medicare or Medicaid

A Participant may change an election on a prospective basis to cancel or reduce coverage of the Participant or Participant's spouse or dependent under a plan if the Participant, Participant's spouse or dependent who is enrolled in a plan subsequently becomes enrolled under Part A or Part B of Medicare or entitled to Medicaid. Conversely, a Participant may change an election on a prospective basis to commence or increase coverage of the Participant or Participant's spouse or dependent if the Participant or Participant's spouse or dependent who had been entitled to Medicare or Medicaid subsequently loses eligibility for coverage under Medicare or Medicaid.

4. The Family and Medical Leave Act

A Participant taking leave under the Family and Medical Leave Act (FMLA) may revoke an existing election of group health plan coverage and make such other election for the remaining portion of the period of coverage as may be provided for under the FMLA.

5. Change in Coverage of Spouse or Dependent under other Employer's plan

A Participant may change an election on a prospective basis that is on account of and corresponds with a change made under the plan of a spouse's or dependent's employer

if (a) the plan of the spouse's or dependent's employer permits participants to make election changes that would be permitted under IRS regulations under Section 125 of the Code or (b) the Plan permits participants to make an election for a period of coverage that is different from the period of coverage under the plan of the spouse's or dependent's employer.

6. Changes Allowed Under Current Regulations

A Participant may change an election on a prospective basis that is on account of and corresponds with any other permitted change under the current IRS regulations under Section 125 of the Code.

7. Reduction of Hours

A Participant may prospectively revoke an election for coverage (that is not a health FSA, but provides a minimum essential coverage) if they experience a change in employment status, such that 1) they are no longer expected to work an average of at least 30 hours of service per week, but 2) the reduction in hours does not result in the ceasing of the Participant to be eligible for coverage. The revocation of the election of coverage must correspond to the Participant's intent to enroll and any eligible dependents (who cease coverage due to the revocation) in another plan that provides minimum essential coverage, with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

8. Enrollment in a Qualified Health Plan through the Marketplace

A Participant may prospectively revoke an election for coverage (that is not a health FSA, but provides minimum essential coverage) if they are eligible for a special or annual enrollment period to enroll in a Qualified Health Plan through the Health Insurance Marketplace ("Marketplace") established under section 1311 if the Affordable Care Act. The revocation of the election of coverage must correspond to their intent to enroll and any eligible dependents (who cease coverage due to the revocation) in the Qualified Health Plan, the effective date for which is no later than the day immediately following the last day of coverage through their group health plan.

If a Participant revokes an election during the Plan Year or during a designated benefit plan year for any reason other than those specifically allowed by the Internal Revenue Code and the regulations thereunder, the amount of the Participant's contribution during that designated benefit plan year may be included in the Participant's gross income.

7. Choice of Benefits.

A Participant may make an election under the terms of the Plan with respect to any of the following benefits:

(a) Qualified Insurance Premiums

A Participant may allow the Employer to reduce his or her current salary pursuant to the applicable enrollment form(s) provided by the Employer and make premium payments for coverage under the Employer's qualified insurance plans. Premium payments shall be made directly by the Employer, and benefits shall be paid pursuant to the terms of the applicable plans. The benefit descriptions and all other provisions in such plans and

any applicable contracts, as in effect from time to time, are hereby incorporated by reference into this Plan.

Such qualified insurance premiums apply to the Participant, the Participant's spouse or Participant's dependents (as defined in Section 152 of the Code), as well as the Participant's Children who have not attained age 27 as of the end of the taxable year.

(b) Health savings account (HSA) contributions

A Participant covered by a HSA-qualified high deductible health plan (HDHP), may allow the Employer to reduce its current salary pursuant to the applicable enrollment form provided by the Employer for contributions to a Health Savings Account (HSA). The Participant cannot be covered by another health plan, including Medicare, and the Participant cannot be claimed as a dependent on another individual's tax return.

- Medicare Enrollment: All HSA contributions must cease for the current Plan Year maximum contribution amount once a participant is enrolled in any type of Medicare.
- Full Plan Year's Contribution:
 - A full Plan Year's contribution may be made to an HSA if you become eligible under a qualified High Deductible Health Plan at anytime during the Plan Year.
 - If a Participant contributes a full Plan Year's contribution but is eligible for only part of the Plan Year, they will be subject to taxes and penalties if they don't remain a Participant in the Plan for 12 months after the Plan Year in which they first became eligible.
- Excess contributions:
 - Contributions to the HSA in excess of the contribution limits must be withdrawn by the participant or be subject to an excise tax.
 - A pro-rata portion of earnings must be withdrawn, also
 - Pay income tax on the withdrawn amount, but no 20% penalty
 - If the HSA maximum contribution limit was not reached for the Plan Year, any other withdrawal for the Plan Year (that is not for qualified medical expenses) will not be considered "excess HSA contributions" and this withdrawal will be subject to both income tax and the 20% penalty.
- Contributions are pre-tax:
 - All HSA contributions through this Plan are "pre-tax" and are not subject to individual or employment taxes.

(c) Health Flexible Spending Account (FSA) Expenses

Participants in a Health Savings Account may not enroll in this portion of the Plan.

A Participant may allow the Employer to reduce his or her current salary pursuant to a Flexible Benefits Plan Enrollment Form and make payments on behalf of the Participant for the subsequent reimbursement of certain FSA expenses. The following health expenses may be submitted for reimbursement under the FSA expenses portion of the Plan:

- (1) Expenses for medical care as allowed by Section 213 of the Code.
- (2) Expenses incurred for medicines and drugs purchased without a prescription to alleviate or treat personal injuries or sickness if substantiated by a receipt showing, at a minimum, 1) the date purchased, 2) the amount of the purchase, and 3) the specific item(s) purchased.
- (3) Any other expense allowed by the IRS as reimbursable under a flexible spending account.

There are certain expenses that do not qualify. For example, you cannot obtain reimbursement for health club dues, non-prescription eyeglasses or sunglasses, programs or prescriptions to control weight (unless a medical necessity exists) and cosmetic procedures (including teeth bleaching, electrolysis, hair transplants and prescriptions or OTC drugs taken for cosmetic reasons) unless necessary because of injuries you receive or related to a congenital disfigurement.

Such expenses may be incurred by the Participant, the Participant's spouse or the Participant's dependents (as defined in Section 152 of the Code), as well as the Participant's Children who have not attained age 27 as of the end of the taxable year. The expense will only be reimbursed to the extent that the Participant or other person is not reimbursed for the expense through any other insurance or other source. Any reimbursement to a Participant under this Plan may not otherwise be claimed as a credit or deduction under the Code.

The rules governing eligibility for the Plan are explained in Article III, the maximum amount of reimbursement is set forth in Article IV and the procedure for filing claims is stated in Article VII. All other provisions of the Plan apply to the medical expense reimbursement program as well.

(d) Limited purpose Flexible Spending Account (LPFSA) Expenses

This option is available to Employees enrolled in a Health Savings Account.

A Participant may allow the Employer to reduce their current salary pursuant to a Flexible Benefits Plan Enrollment Form to make payments on their behalf for the subsequent reimbursement of certain health expenses. **Only vision, dental and preventive care expenses as specified by Sections 213 and 223 of the Code may be submitted for reimbursement through this portion of the Plan.**

Such expenses may be incurred by you, your spouse or your dependent. The expense will only be reimbursed to the extent that you or other person is not reimbursed for the expense through any other insurance or other source. Any reimbursement to you under this Plan may not otherwise be claimed as a credit or deduction under the Code.

The following medical expenses may be submitted for reimbursement under the LPFSA expenses portion of the Plan:

- (1) Expenses for vision care as allowed by Sections 213 and 223.
- (2) Expenses for dental care as allowed by Sections 213 and 223.
- (3) Expenses for preventive care.

Expenses for preventive care do not generally include any service or benefit intended to treat an existing illness, injury or condition. Preventive care includes, but is not limited to, the following:

- Periodic health evaluations, including tests and diagnostic procedures ordered in connection with routine examinations, such as annual physicals.
- Routine prenatal and well-child care.
- Child and adult immunizations.
- Tobacco cessation programs.
- Obesity weight-loss programs.
- Screening services, including:
 - Cancer Screening
 - Heart and Vascular Diseases Screening
 - Infectious Diseases Screening
 - Mental Health Conditions and Substance Abuse Screening
 - Metabolic, Nutritional, and Endocrine Conditions Screening
 - Musculoskeletal Disorders Screening
 - Obstetric and Gynecologic Conditions Screening
 - Pediatric Conditions Screening
 - Vision and Hearing Disorders Screening

(e) Dependent Care Assistance (DCA) Expenses

A Participant may allow the Employer to reduce his or her current salary pursuant to a Flexible Benefits Plan Enrollment Form and make payments on behalf of the Participant for the subsequent reimbursement of certain DCA expenses in accordance with Section 129 of the Code.

A Participant may request reimbursement for those dependent care expenses incurred in connection with the following qualifying individuals:

- i. A dependent of the Participant who is under age 13 and with respect to whom the Participant is entitled to a deduction under Section 151(c) of the Code.
- ii. A dependent of the Participant who is physically or mentally incapable of caring for himself or herself.
- iii. The spouse of the Participant, if he or she is physically or mentally incapable of caring for himself or herself.
- iv. Any other individual defined under Section 21(b) of the Code.

Expenses will only be reimbursed to the extent they allow the Participant and spouse, if any, to be gainfully employed. Such expenses include costs for the care of a qualifying

individual described above and related household services.

Also, a Participant may request reimbursement for those expenses incurred outside the Participant's home for the care of a qualifying individual described in (1) above or for the care of those qualifying individuals described in (2) and (3) above if those individuals regularly spend at least eight (8) hours each day in the Participant's household.

Expenses incurred outside the Participant's home at a dependent care center are reimbursable only if such center complies with all applicable laws and regulations of the appropriate State or unit of local government or any other requirement under the Code.

Expenses paid to the spouse or other dependent of the Participant for the care of any qualifying individual are not reimbursable. Any reimbursement under this Plan may not otherwise be claimed as a credit or deduction under the Code. Notwithstanding the above, only expenses specifically allowed by Sections 21, 129 or any other related section of the Code will be reimbursed.

The rules governing eligibility for the Plan are explained in Article III, the maximum amount of reimbursement is set forth in Article IV and the procedure for filing claims is stated in Article VII. All other provisions of the Plan apply to the DCA program as well.

8. Uniform Coverage.

Under the FSA and LPFSA portions of the Plan only, the total amount of a Participant's elective annual contribution will be available for reimbursement at any time during the Plan Year or Grace Period.

9. Loss of Benefits.

If the Participant does not use all of the amounts contributed to the FSA, LPFSA or DCA portions of the Plan during the Plan Year or Grace Period, they will lose these amounts and they will be returned to the Employer. Participants cannot commingle their salary reduction amounts among the various portions of the Plan. Therefore, Participants should be conservative in estimating their expenses.

The Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"), allows military reservists called to active duty for a period of at least 180 days (or for an indefinite period of time) who are a Participant in the Plan to obtain distributions of their unused balances from their FSA or LPFSA. These distributions will be made during the period beginning on the date of the call to active duty, and end on the last date reimbursements could be made under the FSA or LPFSA for that Plan Year. The Participant must notify the Human Resources Department by the last date reimbursements end for that Plan Year to receive the distribution. The distribution is taxable to the Participant.

10. Notification.

The Employer shall communicate in writing to all Participants a summary of the terms and conditions of the Plan. The summary shall be interpreted in a manner consistent with this document. The summary plan description for this Plan is meant to be the summary plan description for the DCA plan as well.

11. Rights Against the Employer.

The Plan shall not be deemed to constitute a contract between the Employer and any Employee or to be a consideration for, or an inducement or condition of, the employment of any Employee. Nothing in the Plan shall be deemed to give any Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Employee at any time.

The establishment of the Plan, including any modifications thereto or distributions thereunder, shall not be construed as giving to any Participant or other person any legal or equitable right against the Employer, its shareholders, directors or officers.

12. Non-Alienation of Benefits.

No benefit payable under the provisions of any plan incorporated by reference into this Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge shall be void; nor shall such benefits be in any manner liable for or subject to the debts, contracts, liabilities, engagements, or torts of, or claims against, any Participant, dependent or beneficiary, including claims of creditors, claims of alimony or support, and any like or unlike claims.

13. Rights of Recovery, Reimbursement and Subrogation.

To the fullest extent permitted by law, the Employer reserves its rights of recovery, reimbursement and subrogation as may be stated in any health or welfare plan incorporated by reference into this Plan. Accordingly, such provisions are by reference made a part of this Plan.

14. Taxation.

It is the Employer's intent that the benefits provided herein be deductible by the Employer under Section 162 of the Code and excludable from taxation by the Participant under Sections 105, 106 and 125 of the Code, as amended or supplemented, and all provisions herein shall be interpreted consistently with this intent. It is also the Employer's intent that the applicable amount be excludable from taxation under Section 79 of the Code.

It is the Employer's intent that the Plan be in compliance with Section 125 of the Code. This Plan, however, has not been and may not be submitted to the Internal Revenue Service for approval, and thus there can be and is no assurance that the intended tax benefits will be available. Any Employee, by accepting a benefit under this Plan, agrees to be liable for any tax that may be imposed with respect to those benefits, plus interest, if any, as may be imposed by the Internal Revenue Service.

ARTICLE V
ACCOUNTS AND RECORDS

The Employer shall establish and maintain accounts and records in the name of each Participant. Such records will show the Participant's choices under the Plan, salary reduction amounts and premium payments. The salary reduction of a Participant shall be made pursuant to a signed Flexible Benefits Plan Enrollment Form and in accordance with normal payroll practices.

ARTICLE VI
CONTRIBUTIONS AND FINANCING

All premium payments for coverage under the Plan shall be made directly by the Employer in accordance with the provisions of Article IV. Such premium payments shall be deemed to be a Employer contribution for purposes of the Code. No contributions shall be required of the Participant, except as otherwise specifically provided. The entire cost of this Plan shall be borne by the Employer.

ARTICLE VII
ADMINISTRATION

1. Fiduciaries.

The Employer shall be the administrator of the Plan. The fiduciary shall be responsible for the management, control, operation and administration of the Plan and shall act solely in the interests of the Participants and their beneficiaries and in accordance with governing plan documents.

In exercising its fiduciary and other responsibilities, the Employer, as Plan Administrator and Plan Fiduciary, shall have the discretionary authority to determine eligibility for benefits, review any denied claims for benefits and construe disputed plan terms. The Employer shall be deemed to have properly exercised such authority, unless it has abused its discretion by acting arbitrarily and capriciously.

2. Administration.

The Employer shall administer the Plan and shall have the authority to exercise the powers and discretion conferred on it by the Plan and shall have such other powers and authorities necessary or proper for the administration of the Plan as shall be determined from time to time.

The Employer shall keep complete records and accounts necessary or proper to administer the Plan.

The Employer may adopt such rules and regulations for the administration of the Plan as it shall consider advisable and shall have full power and authority to enforce, construe, interpret and administer the Plan. All interpretations under this Plan and all determinations of fact made in good faith by the Employer shall be binding on the Participants, their beneficiaries and all other persons interested.

3. Claims Procedure.

Claims for benefits under any qualified insurance plans should be submitted in accordance with the procedures established by the applicable plans.

Participants may receive distributions from their Health Savings Account (HSA) at any time. Participants may withdraw funds by either using their debit card provided by the HSA custodian or trustee or by issuing a check from their HSA account.

Reimbursement claims for the FSA expenses or LPFSA expenses (non-Allied Flex Debit Card) and DCA expenses must be submitted in writing on the form provided. DCA expenses may only be reimbursed if the Participant provides a written statement stating that the expense has been incurred during the Plan Year or Grace Period, the amount of such expense and that the

expense has not been reimbursed or is not reimbursable under any other plan. FSA expenses or LPFSA expenses may only be reimbursed if the Participant provides a written statement stating that the expense has been incurred during the Plan Year, the amount of such expense and that the expense has not been reimbursed or is not reimbursable under any other plan. A Participant is required to keep all receipts since they may be asked for the receipts in order to substantiate the claim. All such claims must be submitted within 90 days following the end of the Plan Year. Your failure to do so will result in the denial of the charges.

After a FSA, LPFSA or DCA claim is processed, an electronic notification will be provided by the Plan Administrator showing the calculation of the total amount payable for the claim, charges not payable, and the reason. If the claim is denied or reduced in whole or in part, it is considered an "Adverse Benefit Determination" and is subject to the provisions detailed below.

The Plan will notify the claimant of an Adverse Benefit Determination within 30 days after receipt of the claim. However, in certain cases an extension of up to 15 days may be utilized if the Plan determines that the extension is necessary due to matters beyond the control of the Plan and the claimant is notified prior to the expiration of the initial 30 day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the claimant shall be given at least 45 days within which to provide the specified information.

A notice of Adverse Benefit Determination will include the following:

- ◆ The specific reason or reasons for the adverse determination.
- ◆ Reference to specific plan provisions on which the adverse determination is based.
- ◆ A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
- ◆ If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion will be set forth in the notice of Adverse Benefit Determination; or the notice will contain a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request.
- ◆ If the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, will be set forth in the notice of Adverse Benefit Determination, or the notice will contain a statement that such explanation will be provided free of charge upon request.

4. Appeals.

A Participant or his or her authorized representative may appeal an Adverse Benefit Determination by filing a written application with the Plan. In appealing an Adverse Benefit Determination, the Plan will provide the Participant or his or her authorized representative:

- ◆ The opportunity to submit written comments, documents, records, and other information relating to the claim for benefits.
- ◆ Upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
- ◆ A full and fair review that takes into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- ◆ A full and fair review that does not afford deference to the initial benefit determination and is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of such individual.
- ◆ In deciding an appeal of an Adverse Benefit Determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, that the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment and that the health care professional consulted shall neither be an individual who was consulted in connection with the initial Adverse Benefit Determination that is the subject of the appeal, nor the subordinate of any such individual.
- ◆ Upon request, the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination.

An appeal must be filed within 180 days after the Adverse Benefit Determination is received. The Plan will notify the Participant or his or her authorized representative of the Plan's determination within 60 days after receipt of an appeal.

The Plan's determination:

- ◆ will be in writing setting forth specific reasons for the decision and reference to the specific plan provisions upon which the determination is based.
- ◆ will contain a statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits.
- ◆ if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the Adverse Benefit Determination, either the specific rule, guideline, protocol, or other similar criterion will be set forth in the determination; or the determination will contain a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the Participant upon request.

- ◆ if the Adverse Benefit Determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, will be set forth in the determination or the determination will contain a statement that such explanation will be provided free of charge upon request.

5. Indemnification.

To the extent permitted by law, Employees of the Employer and all agents and representatives of the Employer, shall be indemnified by the Employer and saved harmless against any claims, and the expenses of defending against such claims, resulting from any action or conduct relating to the administration of the Plan except claims arising from gross negligence, willful neglect or willful misconduct. The Employer reserves the right to select and approve counsel and also the right to take the lead in any action in which it may be liable as an indemnitor.

6. Expenses of Administration.

Any expense incurred by the Employer relative to the administration of the Plan shall be paid by the Employer.

7. Rights of the Employer to Inspect the Records of the Plan.

The Employer may at its own expense at any time cause an examination of the books and records of the Plan to be made by such attorneys, accountants, auditors or other agents as it shall select for that purpose and may cause a report of such examination to be made.

ARTICLE VIII

STANDARDS FOR PRIVACY AND SECURITY OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION ISSUED PURSUANT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA")

A. Privacy Standards.

1. Disclosure of Protected Health Information ("PHI") to the Plan Sponsor for Plan Administration Purposes.

In order that the Plan Sponsor may receive and use PHI for Plan Administration purposes, the Plan Sponsor agrees to:

- a. Not use or further disclose PHI other than as permitted or required by the Plan Documents or as required by law (as defined in the Privacy Standards);
- b. Ensure that any agents, including a subcontractor, to whom the Plan Sponsor provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such PHI;
- c. Not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor, except pursuant to an authorization which meets the requirements of the Privacy Standards;
- d. Report to the Plan any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which the Plan Sponsor becomes aware;
- e. Make available PHI in accordance with Section 164.524 of the Privacy Standards (45 CFR

164.524);

- f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with Section 164.526 of the Privacy Standards (45 CFR 164.526);
- g. Make available the information required to provide an accounting of disclosures in accordance with Section 164.528 of the Privacy Standards (45 CFR 164.528);
- h. Make its internal practices, books and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the U.S. Department of Health and Human Services (“HHS”), or any other officer or employee of HHS to whom the authority involved has been delegated, for purposes of determining compliance by the Plan with Part 164, Subpart E, of the Privacy Standards (45 CFR 164.500 et seq);
- i. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible; and
- j. Ensure that adequate separation between the Plan and the Plan Sponsor, as required in Section 164.504(f)(2)(iii) of the Privacy Standards (45 CFR 164.504(f)(2)(iii)), is established as follows:
 - i. The following employees, or classes of employees, or other persons under control of the Plan Sponsor, shall be given access to the PHI to be disclosed:
The Human Resources Manager, Staff designated by Human Resources Manager, Chief Financial Officer and Staff designated by Chief Financial Officer.
 - ii. The access to and use of PHI by the individuals described in subsection (i) above shall be restricted to the Plan Administration functions that the Plan Sponsor performs for the Plan.
 - iii. In the event any of the individuals described in subsection (i) above do not comply with the provisions of the Plan Documents relating to use and disclosure of PHI, the Plan Administrator shall impose reasonable sanctions as necessary, in its discretion, to ensure that no further non-compliance occurs. Such sanctions shall be imposed progressively (for example, an oral warning, a written warning, time off without pay and termination), if appropriate, and shall be imposed so that they are commensurate with the severity of the violation.

“Plan Administration” functions are activities that would meet the definitions of treatment, payment and health care operations. “Plan Administration” functions include, but are not limited to quality assurance, claims processing, auditing, monitoring, management and eligibility information requests. It does not include any employment-related functions or functions in connection with any other benefit or benefit plans.

The Plan shall disclose PHI to the Plan Sponsor only upon receipt of a certification by the Plan Sponsor that (a) the Plan Documents have been amended to incorporate the above provisions and (b) the Plan Sponsor agrees to comply with such provisions.

2. Disclosure of Certain Enrollment Information to the Plan Sponsor.

Pursuant to Section 164.504(f)(1)(iii) of the Privacy Standards (45 CFR 164.504(f)(1)(iii)), the Plan may disclose to the Plan Sponsor information on whether an individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or health maintenance organization offered by the Plan to the Plan Sponsor.

3. Other Disclosures and Uses of PHI.

With respect to all other uses and disclosures of PHI, the Plan shall comply with the Privacy Standards.

B. Security Standards.

1. Definitions.

- a. The term “Electronic Protected Health Information” (“EPHI”) has the meaning set forth in Section 160.103 of the Security Standards (45 C.F.R. 160.103) and generally means individually identifiable health information that is transmitted or maintained in any electronic media.
- b. The term “Security Incidents” has the meaning set forth in Section 164.304 of the Security Standards (45 C.F.R. 164.304) and generally means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

2. Plan Sponsor Obligations.

Where EPHI will be created, received, maintained, or transmitted to or by the Plan Sponsor on behalf of the Plan, the Plan Sponsor shall reasonably safeguard the EPHI as follows:

- a. Plan Sponsor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Plan Sponsor creates, receives, maintains, or transmits on behalf of the Plan;
- b. Plan Sponsor shall ensure that the adequate separation that is required by Section 164.504 (f) (2) (iii) of the Security Standards (45 C.F.R. 164.504 (f) (2) (iii)) is supported by reasonable and appropriate security measures;
- c. Plan Sponsor shall ensure that any agents, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate security measures to protect such EPHI; and
- d. Plan Sponsor shall report to the Plan any Security Incidents of which it becomes aware as described below:
 - i.) Plan Sponsor shall report to the Plan within a reasonable time after the Plan Sponsor becomes aware of any Security Incident that results in unauthorized access, use, disclosure, modification, or destruction of the Plan’s EPHI; and
 - ii.) Plan Sponsor shall report to the Plan any other Security Incident on an aggregate basis every quarter, or more frequently upon the Plan’s request.
- e. Plan Sponsor shall make its internal practices, books, and records relating to its compliance with the Security Standards to the Secretary of the U.S. Department of Health and Human Services (“HHS”), or any other officer or employee of HHS to

whom the authority involved has been delegated, for purposes of determining compliance by the Plan with the Security Standards.

ARTICLE IX
AMENDMENT AND TERMINATION

The Employer expects the Plan to be permanent, but since future conditions affecting the Employer cannot be anticipated or foreseen, the Employer must necessarily and does hereby reserve the right to amend, modify, revoke or terminate the Plan, in whole or in part, at any time. The authority to make any such changes to the Plan rests with an authorized representative of the Employer. Any such amendment, modification, revocation or termination of the Plan shall be made by a written plan amendment signed by an authorized representative. The Employer may make modifications or amendments to the Plan that are necessary or appropriate to qualify or maintain the Plan as a plan meeting the requirements of the applicable sections of the Code. The Plan shall not at any time be used for or diverted to purposes other than for the exclusive benefit of Participants or their beneficiaries, and no amendment shall divest any person of his or her interest therein, except as may be required by the Internal Revenue Service or other governmental authority, or give any person any assignable or exchangeable interest or any right or thing of exchangeable value, in advance of the time distribution is to be made to such person. Notice of termination of, or material modifications to, the Plan shall be made in accordance with any applicable provisions of the Code. The termination of this Plan does not necessarily terminate any health or welfare plan incorporated by reference.

ARTICLE X
ILLEGALITY OF PARTICULAR PROVISION

The illegality or invalidity of any particular provision, or any portion of any provision, of this Plan shall not affect the other provisions, and the Plan shall be construed in all respects as if such invalid provision were omitted.

ARTICLE XI
EFFECT OF MISTAKE

In the event of a mistake as to the eligibility or participation of an Employee, the contributions made for or on behalf of any Participant or the amount of distributions made or to be made to a Participant or other person, the Employer shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as will in its judgment accord to such Participant or other person the contributions or distributions to which he or she is properly entitled under the Plan.

ARTICLE XII
OTHER PARTICIPATING EMPLOYERS

Upon the approval of the Employer, this Plan may be adopted by any affiliated organization (as defined in the Code). The adopting organization shall execute and deliver to the Employer a supplemental agreement providing for the adoption of this Plan and such other documents the Employer shall deem necessary or desirable. The provisions of this Plan shall be applicable to such organization to the extent provided in the supplemental agreement.

ARTICLE XIII
APPLICABLE LAWS

To the extent not preempted by federal law, the Plan shall be interpreted under the laws of the State of IL.

IN WITNESS WHEREOF, SASSED - The School Association for Special Education in Dupage County has caused this instrument to be executed, effective as of 1/1/2022.

By: _____

Title: _____

SOPPA ADDENDUM

THIS SOPPA ADDENDUM ("Addendum"), effective simultaneously with the attached EmbraceIEP® or EmbraceDS® Contract (the "Agreement") by and between Brecht's Database Solutions, Inc. d/b/a/ Embrace®, a corporation organized and existing under the laws of Illinois (the "Company") and School Association for Special Education in DuPage County (SASED) (the "LEA"), is incorporated in the attached Agreement and modifies and overrides the relevant terms of the Agreement (and all supplemental terms and conditions and policies applicable to the Agreement) as follows:

1. Purpose of Addendum and Compliance with Applicable Privacy Laws. The Company and the LEA agree that the purpose of this Addendum is to describe the services or product that the Company shall provide to the LEA and ensure compliance with applicable privacy laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), the Illinois School Student Records Act ("ISSRA"), the Illinois Student Online Personal Protection Act ("SOPPA"), the Mental Health and Developmental Disabilities Confidentiality Act ("MHDDCA"), and the Personal Information Protection Act ("PIPA").

2. Use of Confidential Student Records. The Company shall cause each officer, director, employee, consultant, subcontractor, agent, and other representative who shall have access to any personally identifiable information or material or information that is linked to personally identifiable information or material in any media or format of the LEA's students that is not publicly available (hereinafter "Confidential Student Records") during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all Confidential Student Records. The Company shall take all reasonable steps to ensure that no Confidential Student Records are disclosed to any person or entity except those who (i) are Authorized Representatives of the Company performing functions for the LEA under the Agreement and have agreed to be bound by the terms of this Agreement; (ii) are authorized representatives of the LEA, or (iii) are entitled to such Confidential Student Records from the Company pursuant to federal and/or Illinois law. The Company shall use Confidential Student Records, and shall take all reasonable steps necessary to ensure that its Authorized Representatives shall use such records, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement. The identity of Authorized Representatives having access to the Confidential Student Records will be documented and access will be logged.

3. Use of Confidential Student Records as School Official. Pursuant to FERPA, the Company is acting as a school official with a legitimate educational interest, is performing an institutional service or function for which the LEA would otherwise use employees, is under the direct control of the LEA with respect to the use and maintenance of Confidential Student Records, and is using the Confidential Student Records only for an authorized purpose. The Company shall not re disclose Confidential Student Records to Authorized Representatives (except as performing functions for the LEA) or any third-party without express written permission from the LEA or pursuant to court order, unless such disclosure is otherwise permitted under FERPA, ISSRA, SOPPA and MHDDCA.

In the event a third party, including law enforcement or a government entity, contacts the Company with a request or subpoena for Confidential Student Records in the possession of the Company, the Company shall redirect the third party to seek the data directly from the LEA. In the event the Company is compelled to produce Confidential Student Records to a Third Party in compliance with a court order, the Company shall, if possible, notify the LEA at least five (5) school days in advance of the court ordered production and, upon request, provide the LEA with a copy of the court order requiring such production.

4. Security Standards. The Company and LEA each shall implement and maintain commercially reasonable security procedures and practices, and physical and technical safeguards, no less rigorous than accepted industry practices (updated as such practices evolve), to protect the Confidential Student Records from unauthorized access, destruction, use, modification, disclosure, or acquisition of computerized data that compromises the security, confidentiality, or integrity of the Confidential Student Records (a "Security Breach"). For purposes of the Agreement and this Addendum, "Security Breach" does not include the good faith acquisition of Confidential Student Records by an employee or agent of the LEA or Company, so long as the Confidential Student Records are used solely for purposes permitted by SOPPA and other applicable law, and so long as the Confidential Student Records are restricted from further unauthorized disclosure.

5. Security Breach Requirements.

A. Assistance with LEA Investigations and Notice: In the event of a Security Breach involving Confidential Student Records, the Company shall promptly:

1. Provide the LEA with the name and contact information for an employee of the Company who shall serve as the LEA's primary security contact and shall be available to assist the LEA twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; and
2. Notify the LEA of the Security Breach as soon as practicable, but no later than twenty four (24) hours after the Company becomes aware of it. Notice to the LEA of any Security Breaches shall be made by telephone at (630) 778-4500, and by e-mail to Dr. Melinda McGuffin - mmcguffin@sased.org, with a read receipt. Any Security Breach notification provided by the Company to the LEA shall include a list of the students whose Confidential Student Records were compromised or are reasonably believed to have been compromised in the breach, if known.

Immediately following the Company's notification to the LEA of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. The Company agrees to fully cooperate with the LEA in the handling of the matter, including, without limitation:

- i. Assisting with any investigation;
- ii. Facilitating interviews with the Company's employees and other involved in the matter; and
- iii. Making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, or as otherwise reasonably required by the LEA.

B. Assistance with Company Investigations:

In the event the L.E.A. identifies access to the Company's platform by a third-party unauthorized user, LEA shall promptly notify the Company of the attempted or actual access within seventy-two (72) hours after the LEA becomes aware of the same. If the access identified by the LEA results in the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of covered information maintained by the Company, the LEA and Company will cooperate with one another in assessing the effectiveness of their own applicable security procedures and practices. LEA will provide the Company with records, logs, files, data reporting and other materials that identify the attempted or actual access identified by the L.E.A. to the extent such information facilitates a root-cause analysis by the Company of its security procedures and practices.

If a Security Breach is solely attributable to the LEA and for which the LEA would not be immune from liability under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or other applicable immunities or defenses, the LEA shall reimburse the Company for reasonable legal fees, audit costs, and any other fees or damages imposed against the Company as a result of the Security Breach.

C. Reimbursement of Expenses: In the event of a Security Breach solely attributed to the Company, the Company shall reimburse the LEA for any and all reasonable costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:

- i. Providing notification to the parents of those students whose Confidential Student Information was compromised and to regulatory agencies or other entities as required by law or contract;
- ii. Providing credit monitoring to those students whose Confidential Student Information was exposed in a manner during the Security Breach that a reasonable person would believe that it could impact his or her credit or financial security;
- iii. Reasonable legal fees, reasonable audit costs, fines, and any other fees or damages imposed against the LEA as a result of the Security Breach; and
- iv. Providing any other notifications or fulfilling any other requirements adopted by the Illinois State Board of Education or of any other State or federal laws.

D. The parties agree to indemnify and hold each other harmless against any and all liabilities, claims, causes of action, damages, costs, expenses, and fees, including reasonable attorneys' fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct or breach of the terms of this Agreement.

6. Transfer, Deletion or Correction of Confidential Student Records. The Company will delete or transfer to the LEA any unnecessary Confidential Student Records, as directed by the LEA within thirty (30) days of the LEA requesting deletion or transfer of Confidential Student Records. Upon termination or expiration of the Agreement, the LEA will have print-only access to all Confidential Student Records contained in the Embrace system for a period of one year. LEA may arrange for transfer of such Confidential Student Records with LEA. Unless previously deleted or transferred at the request of the LEA, Company shall delete Confidential Student records one year after the termination or expiration of the Agreement. Company is not responsible for any Student Data deleted one year after termination or expiration of the Agreement.

In the event that a parent requests corrections of factual inaccuracies in the covered information collected by the Company, the LEA shall correct the same, and the Company shall assist LEA as requested by LEA in writing.

The LEA shall have access to all Confidential Student Records in the possession of the Provider for the purposes of affording a parent an opportunity to inspect and/or copy the Confidential Student Records and/or request deletion of the same. 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 Confidential Student Records. If a parent contacts the Provider directly to inspect, copy or request correction of Confidential Student Records, the Provider shall refer the parent to the LEA, which shall follow its published procedures governing Student Records. Company shall assist the LEA, as necessary, to access or alter Confidential Student Records as directed by the LEA in writing. Company shall have no liability for alteration of Confidential Student Records at the LEA's written direction.

7. **Third Party Disclosures.** The Company shall not sell, rent, lease, trade or otherwise disclose to a third party any Confidential Student Records received from the LEA or its students except as permitted by state or federal law. The Company shall in all respects comply with the applicable provisions of FERPA, COPPA, ISSRA, SOPPA, MHDDCA and PIPA, as amended from time to time. Company shall have no liability for LEA's disclosure of Confidential Student Records in Company's system to any Third-Party

8. **Geographic Transmission and Storage Limitation.** The Company shall not transmit to or store any data received from LEA on a server or other data storage medium located outside the United States of America.

9. **Company Privacy Policy Changes.** Any changes the Company may implement with respect to its privacy policies shall be ineffective and inapplicable with respect to the LEA unless the LEA affirmatively consents in writing to be bound by such changes. Student record access granted to parents/guardians of the LEA's students must 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 the Agreement or this Addendum.

10. **Public Access of Contract Documents.** Pursuant to SOPPA, the LEA must publish on its website the Agreement between the Company and the LEA, including this Addendum.

11. **Survival Clause.** The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in the Confidential Student Records shall survive termination of the Agreement.

12. **Notice.** Any Notice delivered pursuant to the Agreement and/or this SOPPA Addendum shall be deemed effective upon receipt by the authorized agent of the other party as indicated in the transmission material if by e-mail; or ten (10) days after mailing via registered United States Postal Service or such other trackable mailing service (e.g. UPS, FedEx).

13. **Additional SOPPA Required Information.**

The information under this Section 12 must be updated and provided to the LEA, at a minimum, by the beginning of each fiscal year (July 1) and at the beginning of each calendar year (January 1).

A. **Description of Services.** The Company shall provide the LEA with the following product or service (check one):

See attached Agreement describing the product or service (in lieu of describing product or service); OR

[] _____

B. **Confidential Student Records.** The LEA is providing the following Confidential Student Records to Company strictly in accordance with the Parties' Agreement, including this Addendum, and applicable state and federal law: **See attached Schedule of Data.**

C. **Company's Disclosure of Confidential Student Records.** The Company has in the past, currently is, and/or will in the future disclose Confidential Student Records to the following third-parties, affiliates, subcontractors, or agents: **None.**

D. Parental and Student Rights. Parents and students who wish to: (a) inspect and review the student's Confidential Student Records, (b) request a paper or electronic copy of the student's Confidential Student Records, and/or (c) request corrections of factual inaccuracies in the student's Confidential Student Records may submit a written request to the LEA directly. Written requests may be directed to Dr. Melinda McGuffin: mmcguffin@sased.org. Company shall assist LEA as set forth above.

14. Extension of Privacy Terms. The Company agrees that the privacy terms of the Agreement and this document will extend to all authorized users utilizing the EmbraceIEP® or EmbraceDS® database under the Agreement. Member District who are authorized to use the database must signify their agreement to this SOPPA Addendum by completing and delivering the same and Exhibit A of SOPPA Addendum hereto, to Brecht's Database Solutions, Inc. DBA: Embrace®, located at 1000 Broadway, Suite 300, Highland, IL 62249 or by authorized email directed to: August R. Brecht

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN
DUPAGE COUNTY (SASED)

BRECHT'S DATABASE SOLUTIONS, INC
D/B/A EMBRACE®

By:

By:

Name (Print): Dr. Melinda McGuffin

Name: August R. Brecht

Title: Executive Director

Title: President

Date:

Date:

KLF

Exhibit A to
SOPPA ADDENDUM

By its signature below, _____, a Member District of the School Association for Special Education in DuPage County (SASED), accepts the privacy terms of the SOPPA ADDENDUM to the EmbraceIEP® and EmbraceDS® Contract ("Agreement") between Brecht's Database Solutions, Inc. d/b/a/ Embrace®, a corporation organized and existing under the laws of Illinois (the "Company") and School Association for Special Education in DuPage County (SASED) (the "LEA"), and agrees to be bound by the same terms for the duration of the Agreement.

BY: _____ Date: _____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

Reorganization for Board of Control May 18, 2022

1. Chairperson: "Nominations are now in order for the office of chairperson."

Member: "I nominate _____." (*seconds not needed*)

Chairperson: "_____ is nominated. Are there any other nominations for the office of Chairperson?"

Chairperson: "Hearing no further nominations, the nominations for the office of chairperson are closed."

If there is only one nomination, the chairperson may recognize the election without asking for votes.

"_____ being the only candidate nominated for the office of chairperson, the chair hereby declares **him/her** elected by acclamation and directs the secretary to so record in the minutes."

2. Chairperson:

"Nominations are now in order for the office of vice chairperson."

Member: "I nominate _____." (*seconds not needed*)

Chairperson: "_____ is nominated. Are there any other nominations for the office of vice chairperson?"

Chairperson: "Hearing no further nominations, the nominations for the office of Vice chairperson are closed."

"_____ being the only candidate nominated for the office of vice chairperson, the chair hereby declares **him/her** elected by acclamation and directs the secretary to so record in the minutes."

3. Elected chairperson: "Nominations are now in order for the office of secretary."

Member: "I nominate _____." (*seconds not needed*)

Chairperson: "_____ is nominated. Are there any other nominations for the office of secretary?"

Chairperson: "Hearing no further nominations, the nominations for the office of secretary are closed."

"_____ being the only candidate nominated for the office of secretary, the chair hereby declares **him/her** elected by acclamation and directs the secretary to so record in the minutes."

**SASED OFFICERS & APPOINTMENTS
MAY 2021-2022**

Board of Control Officers

- Chairperson: Dr. Matt Rich, District 34
- Vice Chairperson: Tom Ruggio, District 68
- Secretary: Dr. Anthony Palmisano, District 45

Appointments (determined by policy)

- Treasurer: Don Robinson
- Recording Secretary: Anita Howard

Representative to DuPage/West Cook

- Dr. Mindy McGuffin, Representative
- Dr. Matt Rich, Alternate

Standing Committee Appointments

Finance Committee

- Benjamin SD 25, Jack Buscemi
- Winfield SD 34, Dr. Matt Rich
- Salt Creek SD 48, Ray Kielminski
- Woodridge SD 68, Tom Ruggio
- Westmont SD 201, Leah Conover
- Sue Caddy, Business Manager, Maercker District 60

Policy Committee

- Salt Creek SD 48, Ray Kielminski
- DuPage High SD 88, Dr. Jean Barbanente
- Community High SD 94, Lynn Casey Maher
- Community High SD 99, Joanna Vazquez Drexler



School Association for Special Education in DuPage

TO: SASED Board of Control Members
FROM: Don Robinson, Director of Business Services/CSBO
DATE: May 18, 2022
RE: FY23 Tentative Budget

Purpose: To present the 2022-2023 budget

Background: SASED's Board of Control and Governing Board approve a tentative budget for the upcoming year in May of each year. The budget summary and ISBE Form JA50-39 are presented for your review.

The budget was prepared using the following assumptions:

- Salaries increased 5.0%
- Benefits 28.5% of salaries
- Purchase Services increased 3.0%
- Supplies increased 3.0%
- Capitalized and non-capitalized equipment per estimates

I will continue to hold one-on-one meetings with administrators throughout May and June. More detailed analysis will occur the first two weeks in June using year-end data that will become available in Skyward. The final budget will be finished July 15 ahead of the August budget hearing and adoption.

The Governing Board will need to schedule and post a notice of a budget hearing. In addition, the budget will need to be available for public inspection at least 30 days prior to the scheduled budget hearing. Following the budget hearing and budget approval, the budget will need to be filed with ISBE and DuPage County.

Next Steps: Approve the tentative 2022-2023 budget for submission to the Governing Board at its May 25, 2022, meeting.



SASED

Tentative Budget FY23

MAY 18, 2022

MAY 25, 2022

Revenue Projections



Enrollment



Tuition

Budget Assumptions



Salaries 5%



Employee Benefits 28.5%



Purchased Services 3%



Supplies and Materials 3%



Impact of Inflation

Cost Drivers



Inflation



Personnel
Shortage



Ongoing
Impacts of the
COVID-19
Pandemic



Health, Cyber,
and Liability
Insurance Cost
Increases

New Endeavors



Personnel Expansion



Technology



Systems Investments
to Improve Billing and
Other Efficiencies



Staff Recognition
and Appreciation

FY 22 Budget Amendment

01

Deep dive
into Skyward
to retrieve
final salaries

02

Analyzed
individual
expenditure
line items

03

Reallocated
and
corrected line
expenditures

How to contact me

- ▶ Don Robinson, Director of Business/CSBO
- ▶ Email: [drobinson@sased.org](mailto:d robinson@sased.org)
- ▶ Phone: 630-955-8105

Next Steps

Approval by Board of Control

Public Hearing Scheduled by Governing Board

Both the Amended FY22 and the Tentative FY23 Placed on Public Display a minimum of 30 days

Public hearing and Approval by Governing Board

Object	100	200	300	400	500	600	700	800	Totals
Function									
1200	157,050	43,974	3,914	1,545	-	-	-	-	206,483
1206	2,296,173	642,929	461,571	21,568	-	-	-	-	3,422,241
1207	1,999,136	559,758	436,563	31,961	5,150	-	40,000	-	3,072,568
1212	2,387,447	668,485	543,428	166,994	3,090	-	-	-	3,769,444
1216	1,056,200	295,737	315,180	11,330	-	-	-	-	1,678,447
1220	3,318,801	929,265	710,082	45,269	-	-	4,000	-	5,007,417
1221	408,198	114,296	195,700	17,747	-	-	-	-	735,941
Subtotal	11,623,005	3,254,444	2,666,438	296,414	8,240	-	44,000	-	17,892,541
1459	79,249	22,190	164,292	32,193	-	-	-	-	297,924
1600	257,882	44,231	35,329	27,625	7,735	-	-	-	372,802
2130	4,593,124	1,286,075	714,693	26,008	20,600	-	5,000	-	6,645,500
2150	153,983	43,115	21,733	4,738	22,712	-	10,000	-	256,281
2210	1,468,431	411,161	395,085	101,058	-	-	3,000	-	2,378,735
2310	-	-	10,500	-	-	-	-	-	10,500
2320	443,025	124,047	387,574	54,590	-	-	-	-	1,009,236
2330	60,985	17,076	2,161	824	-	-	-	-	81,046
2510	147,000	39,690	7,725	1,030	-	-	-	-	195,445
2520	199,934	55,982	194,926	2,678	-	-	-	-	453,520
2540	49,451	13,846	607,061	23,793	-	-	1,000	-	695,151
2550	203,704	57,037	235,355	47,380	25,750	-	-	-	569,226
2562	23,898	6,692	110,725	515	-	-	-	-	141,830
2642	348,803	97,665	155,149	20,600	4,635	-	-	-	626,852
2660	182,294	51,043	1,005,346	135,445	-	-	175,000	-	1,549,128
TOTALS	19,834,768	5,524,294	6,714,092	774,891	89,672	-	238,000	-	33,175,717

ILLINOIS STATE BOARD OF EDUCATION

School Business Services Division

School District
 Joint Agreement

SCHOOL DISTRICT/JOINT AGREEMENT BUDGET FORM *
July 1, 2021 - June 30, 2022

Accounting Basis:

Cash
 Accrual



Date of Amended Budget: 05/17/2022 (MM/DD/YY)

District Name: School Assoc. for Special Education in DuPage Co.
District RCDD No: 19-022-8030-60

If your FY21 AFR states that you need to do a deficit reduction plan and your FY22 budget is balanced please state the measures you took to have your budget become balanced. (Bckgrnd-Assumpt 25-26)

Budget of School Assoc. for Special Education in DuPage Co., County of DuPage, State of Illinois, for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023.

WHEREAS the Board of Education of School Assoc. for Special Education in DuPage Co., County of DuPage, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the ___ day of ___, 20__ and ending ___, notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with;

HEREFORE, Be it resolved by the Board of Education of said district as follows:

Section 2: That the following budget containing an estimate of amounts available in each Fund, separately, and expenditures from each be The budget shall be approved and signed below by members of the School Board. Adopted this

day of ___, 20__ by a roll call vote of ___ Yeas, and ___ Nays, to wit:

Table with 2 columns: ** MEMBERS VOTING YEA: and ** MEMBERS VOTING NAY: with multiple empty rows for signatures.

* Based on the 23 Illinois Administrative Code-Part 100 and inconformity with Section 17-1 of the School Code.

** Type in the members who voted "YEA" nor "NAY". Actual school board member signatures are not required for electronic submission.

- (1) A certified copy of this document must be filed with the county clerk within 30 days of adoption as required by Section 18-50 of the Property Tax Code (35 ILCS 200/18-50).
(2) Districts are required to submit the adopted/amended budget electronically to ISBE within 30 days of adoption or by October 30, whichever comes first. Budgets are submitted to School Finance Report (SFR): https://sec1.isbe.net/attachmgr/default.aspx
Please type the member signatures before submitting to ISBE. We do not accept PDF copies.

Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.										
Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety
ESTIMATED BEGINNING FUND BALANCE July 1, 2021 ¹ (without Student		8,300,000	198,900	0	0	0	0	0	0	0
RECEIPTS/REVENUES (without Student Activity Funds)										
LOCAL SOURCES	1000	26,819,600	200,000	0	0	0	0	0	0	0
FLOW-THROUGH RECEIPTS/REVENUES FROM ONE	2000	840,000	0	0	0	0	0	0	0	0
STATE SOURCES	3000	3,175,857	0	0	0	0	0	0	0	0
FEDERAL SOURCES	4000	2,146,254	0	0	0	0	0	0	0	0
Total Direct Receipts/Revenues ⁸		32,981,711	200,000	0	0	0	0	0	0	0
Receipts/Revenues for "On Behalf" Payments ²	3998	5,374,000								
Total Receipts/Revenues		38,355,711	200,000	0	0	0	0	0	0	0
DISBURSEMENTS/EXPENDITURES (without Student Activity Funds)										
INSTRUCTION	1000	18,563,267				0			0	
SUPPORT SERVICES	2000	14,612,450	200,000		0	0	0		0	0
COMMUNITY SERVICES	3000	0	0		0	0			0	
PAYMENTS TO OTHER DISTRICTS & GOVT UNITS	4000	0	0	0	0	0	0		0	0
DEBT SERVICES	5000	0	0	0	0	0			0	0
PROVISION FOR CONTINGENCIES	6000	0	0	0	0	0	0		0	0
Total Direct Disbursements/Expenditures ⁹		33,175,717	200,000	0	0	0	0		0	0
Disbursements/Expenditures for "On Behalf" Payments ²	4180	5,374,000	0	0	0	0	0		0	0
Total Disbursements/Expenditures		38,549,717	200,000	0	0	0	0		0	0
Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		(194,006)	0	0	0	0	0	0	0	0
OTHER SOURCES/USES OF FUNDS										
OTHER SOURCES OF FUNDS (7000)										
PERMANENT TRANSFER FROM VARIOUS FUNDS										
Abolishment the Working Cash Fund ¹⁶	7110									
Abatement of the Working Cash Fund ¹⁶	7110									
Transfer of Working Cash Fund Interest	7120									
Transfer Among Funds	7130									
Transfer of Interest	7140									
Transfer from Capital Projects Fund to O&M Fund	7150		0							
Transfer of Excess Fire Prev. & Safety Tax & Interest ³ Proceeds to O&M Fund	7160		0							
Transfer of Excess Accumulated Fire Prev. & Safety Bond and Int. ^{3a} Proceeds to	7170			0						
SALE OF BONDS (7200)										
Principal on Bonds Sold ⁴	7210									
Premium on Bonds Sold	7220									
Accrued Interest on Bonds Sold	7230									
Sale or Compensation for Fixed Assets ⁵	7300									
Transfer to Debt Service to Pay Principal on Capital Leases	7400			0						
Transfer to Debt Service Fund to Pay Interest on Capital Leases	7500			0						
Transfer to Debt Service Fund to Pay Principal on Revenue Bonds	7600			0						
Transfer to Debt Service Fund to Pay Interest on Revenue Bonds	7700			0						
Transfer to Capital Projects Fund	7800					0				
ISBE Loan Proceeds	7900									
Other Sources Not Classified Elsewhere	7990									
Total Other Sources of Funds ⁸		0	0	0	0	0	0	0	0	0
OTHER USES OF FUNDS (8000)										
TRANSFER TO VARIOUS OTHER FUNDS (8100)										
Abolishment or Abatement of the Working Cash Fund ¹⁶	8110							0		
Transfer of Working Cash Fund Interest	8120							0		
Transfer Among Funds	8130									
Transfer of Interest ⁶	8140									
Transfer from Capital Projects Fund to O&M Fund	8150									
Transfer of Excess Fire Prev. & Safety Tax & Interest ³ Proceeds to O&M Fund	8160									
Transfer of Excess Accumulated Fire Prev. & Safety Bond ^{3a} and	8170									
Taxes Pledged to Pay Principal on Capital Leases	8410									
Grants/Reimbursements Pledged to Pay Principal on Capital Leases	8420									
Other Revenues Pledged to Pay Principal on Capital Leases	8430									
Fund Balance Transfers Pledged to Pay Principal on Capital Leases	8440									
Taxes Pledged to Pay Interest on Capital Leases	8510									
Grants/Reimbursements Pledged to Pay Interest on Capital Leases	8520									
Other Revenues Pledged to Pay Interest on Capital Leases	8530									
Fund Balance Transfers Pledged to Pay Interest on Capital Leases	8540									
Taxes Pledged to Pay Principal on Revenue Bonds	8610									
Grants/Reimbursements Pledged to Pay Principal on Revenue Bonds	8620									
Other Revenues Pledged to Pay Principal on Revenue Bonds	8630									
Fund Balance Transfers Pledged to Pay Principal on Revenue Bonds	8640									
Taxes Pledged to Pay Interest on Revenue Bonds	8710									

Description: Enter Whole Numbers Only	Acct	(10) Educational	(20) Operations &	(30) Debt Service	(40) Transportation	(50) Municipal	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention &
RECEIPTS/REVENUES FROM LOCAL SOURCES (1000)										
AD VALOREM TAXES LEVIED BY LOCAL EDUCATION AGENCY	1100									
Designated Purposes Levies ¹¹ (1110-1120)	-									
Leasing Purposes Levy ¹²	1130									
Special Education Purposes Levy	1140									
FICA and Medicare Only Levies	1150									
Area Vocational Construction Purposes Levy	1160									
Summer School Purposes Levy	1170									
Other Tax Levies (Describe & Itemize)	1190									
Total Ad Valorem Taxes Levied by District		0	0	0	0	0	0	0	0	0
PAYMENTS IN LIEU OF TAXES	1200									
Mobile Home Privilege Tax	1210									
Payments from Local Housing Authority	1220									
Corporate Personal Property Replacement Taxes ¹³	1230									
Other Payments in Lieu of Taxes (Describe & Itemize)	1290									
Total Payments in Lieu of Taxes		0	0	0	0	0	0	0	0	0
TUITION	1300									
Regular Tuition from Pupils or Parents (In State)	1311									
Regular Tuition from Other Districts (In State)	1312									
Regular Tuition from Other Sources (In State)	1313									
Regular Tuition from Other Sources (Out of State)	1314									
Summer School Tuition from Pupils or Parents (In State)	1321									
Summer School Tuition from Other Districts (In State)	1322	300,000								
Summer School Tuition from Other Sources (In State)	1323									
Summer School Tuition from Other Sources (Out of State)	1324									
CTE Tuition from Pupils or Parents (In State)	1331									
CTE Tuition from Other Districts (In State)	1332									
CTE Tuition from Other Sources (In State)	1333									
CTE Tuition from Other Sources (Out of State)	1334									
Special Education Tuition from Pupils or Parents (In State)	1341									
Special Education Tuition from Other Districts (In State)	1342	15,037,875								
Special Education Tuition from Other Sources (In State)	1343									
Special Education Tuition from Other Sources (Out of State)	1344									
Adult Tuition from Pupils or Parents (In State)	1351									
Adult Tuition from Other Districts (In State)	1352									
Adult Tuition from Other Sources (In State)	1353									
Adult Tuition from Other Sources (Out of State)	1354									
Total Tuition		15,337,875								
TRANSPORTATION FEES	1400									
Regular Transportation Fees from Pupils or Parents (In State)	1411									
Regular Transportation Fees from Other Districts (In State)	1412									
Regular Transportation Fees from Other Sources (In State)	1413									
Regular Transportation Fees from Co-curricular Activities (In State)	1415									
Regular Transportation Fees from Other Sources (Out of State)	1416									
Summer School Transportation Fees from Pupils or Parents (In State)	1421									
Summer School Transportation Fees from Other Districts (In State)	1422									
Summer School Transportation Fees from Other Sources (In State)	1423									
Summer School Transportation Fees from Other Sources (Out of State)	1424									
CTE Transportation Fees from Pupils or Parents (In State)	1431									
CTE Transportation Fees from Other Districts (In State)	1432									
CTE Transportation Fees from Other Sources (In State)	1433									
CTE Transportation Fees from Other Sources (Out of State)	1434									
Special Education Transportation Fees from Pupils or Parents (In State)	1441									
Special Education Transportation Fees from Other Districts (In State)	1442									
Special Education Transportation Fees from Other Sources (In State)	1443									
Special Education Transportation Fees from Other Sources (Out of State)	1444									
Adult Transportation Fees from Pupils or Parents (In State)	1451									
Adult Transportation Fees from Other Districts (In State)	1452									
Adult Transportation Fees from Other Sources (In State)	1453									
Adult Transportation Fees from Other Sources (Out of State)	1454									
Total Transportation Fees					0					

EARNINGS ON INVESTMENTS		1500																		
Interest on Investments	1510	80,000																		
Gain or Loss on Sale of Investments	1520																			
Total Earnings on Investments		80,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FOOD SERVICE		1600																		
Sales to Pupils - Lunch	1611																			
Sales to Pupils - Breakfast	1612																			
Sales to Pupils - A la Carte	1613																			
Sales to Pupils - Other (Describe & Itemize)	1614																			
Sales to Adults	1620																			
Other Food Service (Describe & Itemize)	1690	25,000																		
Total Food Service		25,000																		
DISTRICT/SCHOOL ACTIVITY INCOME		1700																		
Admissions - Athletic	1711																			
Admissions - Other	1719																			
Fees	1720																			
Book Store Sales	1730																			
Other District/School Activity Revenue (Describe & Itemize)	1790																			
Student Activity Fund Revenues	1799																			
Total District/School Activity Income (without Student Activity Funds 1799)		0	0																	
Total District/School Activity Income (with Student Activity Funds 1799)		0																		
TEXTBOOK INCOME		1800																		
Rentals - Regular Textbooks	1811																			
Rentals - Summer School Textbooks	1812																			
Rentals - Adult/Continuing Education Textbooks	1813																			
Rentals - Other (Describe)	1819																			
Sales - Regular Textbooks	1821																			
Sales - Summer School Textbooks	1822																			
Sales - Adult/Continuing Education Textbooks	1823																			
Sales - Other (Describe & Itemize)	1829																			
Other (Describe & Itemize)	1890																			
Total Textbooks		0																		
OTHER REVENUE FROM LOCAL SOURCES		1900																		
Rentals	1910																			
Contributions and Donations from Private Sources	1920																			
Impact Fees from Municipal or County Governments	1930																			
Services Provided Other Districts	1940	11,376,725																		
Refund of Prior Years' Expenditures	1950																			
Payments of Surplus Moneys from TIF Districts	1960																			
Drivers' Education Fees	1970																			
Proceeds from Vendors' Contracts	1980																			
School Facility Occupation Tax Proceeds	1983																			
Payment from Other Districts	1991		200,000																	
Sale of Vocational Projects	1992																			
Other Local Fees (Describe & Itemize)	1993																			
Other Local Revenues (Describe & Itemize)	1999																			
Total Other Revenue from Local Sources		11,376,725	200,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Receipts/Revenues from Local Sources (without Student Activity Funds 1799)	1000	26,819,600	200,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Receipts/Revenues from Local Sources (with Student Activity Funds 1799)		26,819,600																		
FLOW-THROUGH RECEIPTS/REVENUES FROM ONE																				
Flow-Through Revenue from State Sources	2100																			
Flow-Through Revenue from Federal Sources	2200	840,000																		
Other Flow-Through Revenue (Describe & Itemize)	2300																			
Total Flow-Through Receipts/Revenues From One	2000	840,000	0							0	0									
RECEIPTS/REVENUES FROM STATE SOURCES (3000)																				
UNRESTRICTED GRANTS-IN-AID (3001-3099)																				
Evidence Based Funding Formula (Section 18-8.15)	3001	2,799,607																		
Reorganization Incentives (Accounts 3005-3021)	3005																			
Fast Growth District Grants	3030																			
Other Unrestricted Grants-In-Aid From State Sources (Describe & Itemize)	3099																			

Total Unrestricted Grants-In-Aid		2,799,607	0	0	0	0	0	0	0	0
RESTRICTED GRANTS-IN-AID (3100-3900)										
SPECIAL EDUCATION										
Special Education - Private Facility Tuition	3100									
Special Education - Funding for Children Requiring Sp Ed Services	3105									
Special Education - Personnel	3110									
Special Education - Orphanage - Individual	3120									
Special Education - Orphanage - Summer Individual	3130									
Special Education - Summer School	3145									
Special Education - Other (Describe & Itemize)	3199									
Total Special Education		0	0		0					
CAREER AND TECHNICAL EDUCATION (CTE)										
CTE - Technical Education - Tech Prep	3200									
CTE - Secondary Program Improvement (CTEI)	3220									
CTE - WECEP	3225									
CTE - Agriculture Education	3235									
CTE - Instructor Practicum	3240									
CTE - Student Organizations	3270									
CTE - Other (Describe & Itemize)	3299									
Total Career and Technical Education		0	0		0					
BILINGUAL EDUCATION										
Bilingual Education - Downstate - TPI and TBE	3305									
Bilingual Education - Downstate - Transitional Bilingual Education	3310									
Total Bilingual Education		0			0					
State Free Lunch & Breakfast	3360	1,250								
School Breakfast Initiative	3365									
Driver Education	3370									
Adult Education (from ICCB)	3410									
Adult Education - Other (Describe & Itemize)	3499									
TRANSPORTATION										
Transportation - Regular and Vocational	3500									
Transportation - Special Education	3510	375,000								
Transportation - Other (Describe & Itemize)	3599									
Total Transportation		375,000	0		0	0				
Learning Improvement - Change Grants	3610									
Scientific Literacy	3660									
Truant Alternative/Optional Education	3695									
Early Childhood - Block Grant	3705									
Chicago General Education Block Grant	3766									
Chicago Educational Services Block Grant	3767									
School Safety & Educational Improvement Block Grant	3775									
Technology - Technology for Success	3780									
State Charter Schools	3815									
Extended Learning Opportunities - Summer Bridges	3825									
Infrastructure Improvements - Planning/Construction	3920									
School Infrastructure - Maintenance Projects	3925									
Other Restricted Revenue from State Sources (Describe & Itemize)	3999									
Total Restricted Grants-In-Aid		376,250	0	0	0	0	0	0	0	0
Total Receipts/Revenues from State Sources	3000	3,175,857	0	0	0	0	0	0	0	0
RECEIPTS/REVENUES FROM FEDERAL SOURCES (4000)										
UNRESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT. (4001-4009)										
Federal Impact Aid	4001									
Other Unrestricted Grants-In-Aid Received Directly from the Federal Govt. (Describe & Itemize)	4009									
Total Unrestricted Grants-In-Aid Received Directly from Fed Govt		0	0	0	0	0	0	0	0	0
RESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT (4045-4090)										
Head Start	4045									
Construction (Impact Aid)	4050									
MAGNET	4060									
Other Restricted Grants-In-Aid Received Directly from Federal Govt.	4090									
Total Restricted Grants-In-Aid Received Directly from Federal Govt.		0	0		0	0	0			0

RESTRICTED GRANTS-IN-AID RECEIVED FROM FEDERAL GOVT. THRU THE STATE (4100-4999)									
TITLE V									
Title V - Flexibility and Accountability	4100								
Title V - SEA Projects	4105								
Title V - Rural Education Initiative (REI)	4107								
Title V - Other (Describe & Itemize)	4199								
Total Title V		0	0			0	0		
FOOD SERVICE									
Breakfast Start-Up Expansion	4200								
National School Lunch Program	4210	140,000							
Special Milk Program	4215								
School Breakfast Program	4220	21,000							
Summer Food Service Admin/Program	4225								
Child and Adult Care Food Program	4226								
Fresh Fruit and Vegetables	4240								
Food Service - Other (Describe & Itemize)	4299								
Total Food Service		161,000					0		
TITLE I									
Title I - Low Income	4300								
Title I - Low Income - Neglected, Private	4305								
Title I - Migrant Education	4340								
Title I - Other (Describe & Itemize)	4399								
Total Title I		0	0			0	0		
TITLE IV									
Title IV - Student Support & Academic Enrichment Grant	4400								
Title IV - 21st Century	4421								
Title IV - Other (Describe & Itemize)	4499								
Total Title IV		0	0			0	0		
FEDERAL - SPECIAL EDUCATION									
Federal Special Education - Preschool Flow-Through	4600								
Federal Special Education - Preschool Discretionary	4605	480,000							
Federal Special Education - IDEA Flow Through	4620								
Federal Special Education - IDEA Room & Board	4625								
Federal Special Education - IDEA Discretionary	4630								
Federal Special Education - IDEA - Other (Describe & Itemize)	4699								
Total Federal Special Education		480,000	0			0	0		
CTE - PERKINS									
CTE - Perkins-Title III E Tech Prep	4770								
CTE - Other (Describe & Itemize)	4799								
Total CTE - Perkins		0	0				0		
Federal - Adult Education	4810								
ARRA - General State Aid - Education Stabilization	4850								
ARRA - Title I - Low Income	4851								
ARRA - Title I - Neglected, Private	4852								
ARRA - Title I - Delinquent, Private	4853								
ARRA - Title I - School Improvement (Part A)	4854								
ARRA - Title I - School Improvement (Section 1003g)	4855								
ARRA - IDEA - Part B - Preschool	4856								
ARRA - IDEA - Part B - Flow-Through	4857								
ARRA - Title IID - Technology - Formula	4860								
ARRA - Title IID - Technology - Competitive	4861								
ARRA - McKinney - Vento Homeless Education	4862								
ARRA - Child Nutrition Equipment Assistance	4863								
Impact Aid Formula Grants	4864								
Impact Aid Competitive Grants	4865								
Qualified Zone Academy Bond Tax Credits	4866								
Qualified School Construction Bond Credits	4867								
Build America Bond Tax Credits	4868								
Build America Bond Interest Reimbursement	4869								
ARRA - General State Aid - Other Government Services Stabilization	4870								
Other ARRA Funds - II	4871								
Other ARRA Funds - III	4872								

Other ARRA Funds - IV	4873										
Other ARRA Funds - V	4874										
ARRA - Early Childhood	4875										
Other ARRA Funds - VII	4876										
Other ARRA Funds - VIII	4877										
Other ARRA Funds - IX	4878										
Other ARRA Funds - X	4879										
Other ARRA Funds - Ed Job Fund Program	4880										
Total Stimulus Programs		0	0	0	0	0	0	0	0	0	0
Race to the Top Program	4901										
Race to the Top - Preschool Expansion Grant	4902										
Title III - Instruction for English Learners & Immigrant Students	4905										
Title III - English Language Acquisition	4909										
McKinney Education for Homeless Children	4920										
Title II - Eisenhower - Professional Development Formula	4930										
Title II - Teacher Quality	4932										
Federal Charter Schools	4960										
State Assessment Grants	4981										
Grant for State Assessments and Related Activities	4982										
Medicaid Matching Funds - Administrative Outreach	4991	200,000									
Medicaid Matching Funds - Fee-For-Service Program	4992	915,254									
Other Restricted Grants Received from Federal Government through State (Describe &	4998	390,000									
Total Restricted Grants-In-Aid Received from Federal Govt. Thru the State		2,146,254	0	0	0	0	0	0	0	0	0
TOTAL RECEIPTS/REVENUES FROM FEDERAL SOURCES	4000	2,146,254	0	0	0	0	0	0	0	0	0
TOTAL DIRECT RECEIPTS/REVENUES (without Student Activity Funds 1799)		32,981,711	200,000	0	0	0	0	0	0	0	0
TOTAL DIRECT RECEIPTS/REVENUES (with Student Activity Funds 1799)		32,981,711									

Description: Enter Whole Numbers Only	Funct	(100) Salaries	(200) Employee	(300) Purchased	(400) Subolets &	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized	(800) Termination	(900) Total
10 - EDUCATIONAL FUND (ED)	1000									
INSTRUCTION (ED)	1000									
Regular Programs	1100									0
Tuition Payment to Charter Schools	1111									0
Pre-K Programs	1125									0
Special Education Programs (Functions 1200 - 1220)	1200	11,623,005	3,254,444	2,666,438	296,414	8,240	0	44,000	0	17,892,541
Special Education Programs Pre-K	1225									0
Remedial and Supplemental Programs K-12	1275									0
Remedial and Supplemental Programs Pre-K	1276									0
Adult/Continue Education Programs	1400	79,249	22,190	164,292	32,193	0	0	0	0	297,924
CTE Programs	1400									0
Interdisciplinary Programs	1600	257,882	44,231	35,329	27,625	7,735	0	0	0	372,802
Summer School Programs	1600									0
Gifted Programs	1800									0
On-site Education Programs	1900									0
Bilingual Programs	1800									0
Tuition Alternative & Optional Programs	1910									0
Pre-K Programs - Private Tuition	1911									0
Regular K-12 Programs - Private Tuition	1912									0
Special Education Programs K-12 Private Tuition	1913									0
Special Education Programs Pre-K Tuition	1914									0
Remedial/Supplemental Programs K-12 Private Tuition	1915									0
Remedial/Supplemental Programs Pre-K Private Tuition	1916									0
Adult/Continue Education Programs Private Tuition	1917									0
CTE Programs Private Tuition	1918									0
Interdisciplinary Programs Private Tuition	1919									0
Summer School Programs Private Tuition	1920									0
Gifted Programs Private Tuition	1921									0
Bilingual Programs Private Tuition	1922									0
Tuition Alternative/Out-Ed Programs Private Tuition	1923									0
Student Activity Fund Expenditures	2000									0
Total Instructional Expenditures (with Student Activity Funds 1999)	1000	11,960,136	3,320,865	2,866,059	356,232	15,975	0	44,000	0	18,563,267
Total Instructional Expenditures (with Student Activity Funds 1999)	2000	11,960,136	3,320,865	2,866,059	356,232	15,975	0	44,000	0	18,563,267
SUPPORT SERVICES (ED)	2000									
Support Services - Pupil	2100									
Attendance & Social Work Services	2110									0
Guidance Services	2120									0
Health Services	2130	4,593,124	1,286,075	714,693	26,008	20,600	0	5,000	0	6,645,500
Speech Pathology & Audiology Services	2150	153,983	43,115	21,733	4,738	22,712	0	10,000	0	256,281
Other Support Services - Pupil (Describe & Itemize)	2199									0
Total Support Services - Pupil	2100	4,747,107	1,329,190	736,426	30,746	43,312	0	15,000	0	6,904,781
Support Services - Instructional Staff	2200									
Improvement of Instruction Services	2210	1,468,431	411,161	395,085	101,058	0	0	3,000	0	2,378,735
Educational Media Services	2220									0
Assessment & Testing	2230									0
Total Support Services - Instructional Staff	2200	1,468,431	411,161	395,085	101,058	0	0	3,000	0	2,378,735
Support Services - General Administration	2300									
Board of Education Services	2310			10,500						10,500
Executive Administration Services	2320	443,025	124,047	387,574	54,590	0	0	0	0	1,009,236
Special Area Administration Services	2330	60,985	17,076	3,161	824	0	0	0	0	81,046
Tort Immunity Services	2340									0
Total Support Services - General Administration	2300	504,010	141,123	400,735	55,414	0	0	0	0	1,100,782
Support Services - School Administration	2400									
Office of the Principal Services	2410									0
Other Support Services - School Administration (Describe & Itemize)	2499									0
Total Support Services - School Administration	2400	0	0	0	0	0	0	0	0	0
Support Services - Business	2500									
Direction of Business Support Services	2510	147,000	39,690	7,735	1,030	0	0	0	0	195,445
Fiscal Services	2520	199,934	55,982	194,026	2,478	0	0	0	0	453,520
Operation & Maintenance of Plant Services	2530	45,451	13,846	607,091	23,797	0	0	1,000	0	695,141
Pupil Transportation Services	2550	203,704	57,037	236,355	47,380	25,750	0	0	0	569,226
Food Services	2560	23,898	6,692	110,725	515	0	0	0	0	141,830
Internal Services	2570									0
Total Support Services - Business	2500	623,987	173,247	1,155,792	75,396	25,750	0	1,000	0	2,055,172
Support Services - Central	2600									
Direction of Central Support Services	2610									0
Planning, Research, Development & Evaluation Services	2620									0
Information Services	2630									0
Staff Services	2640	248,803	97,665	155,149	20,000	4,635	0	0	0	636,647
Data Processing Services	2660	182,294	51,043	1,005,346	135,445	0	0	175,000	0	1,549,128
Total Support Services - Central	2600	531,097	148,708	1,160,495	156,045	4,635	0	175,000	0	2,175,980
Other Support Services (Describe & Itemize)	2900									
Total Support Services	2000	7,874,632	2,203,429	3,848,033	418,659	73,697	0	194,000	0	14,612,450
COMMUNITY SERVICES (ED)	3000									
PAYMENTS TO OTHER DIST & GOVT UNITS (ED)	4000									
Payments for Regular Programs	4110									0
Payments for Special Education Programs	4120									0
Payments for Adult/Continue Education Programs	4130									0
Payments for CTE Programs	4140									0
Payments for Community College Programs	4170									0
Other Payments to Other Dist & Govt Units (Describe & Itemize)	4199									0
Total Payments to Other Dist & Govt Units (In State)	4100	0	0	0	0	0	0	0	0	0
Payments for Regular Programs - Tuition	4210									0
Payments for Special Education Programs - Tuition	4220									0
Payments for Adult/Continue Education Programs - Tuition	4230									0
Payments for CTE Programs - Tuition	4240									0
Payments for Community College Programs - Tuition	4270									0
Payments for Other Programs - Tuition	4290									0
Other Payments to In-State Govt Units (Describe & Itemize)	4299									0
Total Payments to Other Dist & Govt Units - Tuition (In State)	4200	0	0	0	0	0	0	0	0	0
Payments for Regular Programs - Transfers	4310									0
Payments for Special Education Programs - Transfers	4320									0
Payments for Adult/Continue Education Programs - Transfers	4330									0
Payments for CTE Programs - Transfers	4370									0
Payments for Community College Programs - Transfers	4380									0
Payments for Other Programs - Transfers	4390									0
Other Payments to In-State Govt Units - Transfers (Describe & Itemize)	4399									0
Total Payments to Other Dist & Govt Units - Transfers (In State)	4300	0	0	0	0	0	0	0	0	0
Payments to Other Dist & Govt Units (Out of State)	4400									0
Total Payments to Other Dist & Govt Units	4000	0	0	0	0	0	0	0	0	0
DEBT SERVICE (ED)	5000									
Debt Service - Interest on Short-Term Debt	5100									
Tax Anticipation Warrants	5110									0
Tax Anticipation Notes	5120									0
Corporate Personal Property Appl Tax Anticipation Notes	5130									0
State Aid Anticipation Certificates	5140									0
Other Interest on Short-Term Debt (Describe & Itemize)	5199									0
Total Debt Service - Interest on Short-Term Debt	5100	0	0	0	0	0	0	0	0	0
Debt Service - Interest on Long-Term Debt	5200									
Total Debt Service	5000									0
PROVISION FOR CONTINGENCIES (ED)	6000									
Total Direct Disbursements/Expenditures (without Student Activity Funds 1999)		19,834,768	5,524,294	6,714,092	774,891	89,672	0	238,000	0	33,175,717
Total Direct Disbursements/Expenditures (with Student Activity Funds 1999)		19,834,768	5,524,294	6,714,092	774,891	89,672	0	238,000	0	33,175,717
Shortfall (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures Without Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures (With)										(134,000)
20 - OPERATIONS AND MAINTENANCE FUND (O&M)	2000									
SUPPORT SERVICES (O&M)	2000									
Support Services - Pupil	2100									
Other Support Services - Pupil (Describe & Itemize)	2199									0
Support Services - Business	2500									
Direction of Business Support Services	2510									0
Facilities Acquisition & Construction Services	2530	0	0	0	0	180,000	0	20,000	0	200,000
Operation & Maintenance of Plant Services	2540									0
Pupil Transportation Services	2550									0
Food Services	2560									0
Total Support Services - Business	2500	0	0	0	0	180,000	0	20,000	0	200,000
Other Support Services (Describe & Itemize)	2900									
Total Support Services	2000	0	0	0	0	180,000	0	<		

PAYMENTS TO OTHER DIST & GOVT UNITS (O&M)	4000									
Payments to Other Dist & Govt Units (In-State)	4100									
Payments for Regular Programs	4110									0
Payments for Special Education Programs	4120									0
Payments for CTE Program	4140									0
Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
Total Payments to Other Dist & Govt Units (In-State)	4100									0
Payments to Other Dist & Govt Units (Out-of-State)	4110									0
Total Payments to Other Dist & Govt Units	4000									0
DEBT SERVICE (O&M)	5000									0
Debt Service - Interest on Short-Term Debt	5100									0
Tax Anticipation Warrants	5110									0
Tax Anticipation Notes	5120									0
Corporate Personal Prop Regl Tax Anticipated Notes	5130									0
State Aid Anticipation Certificates	5140									0
Other Interest on Short-Term Debt (Describe & Itemize)	5150									0
Total Debt Service - Interest on Short-Term Debt	5100									0
Debt Service - Interest on Long-Term Debt	5200									0
Total Debt Service	5000									0
PROVISION FOR CONTINGENCIES (O&M)	6000									0
Total Direct Disbursements/Expenditures		0	0	0	0	180,000	0	20,000	0	200,000
Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										0
30 - DEBT SERVICE FUND (DS)	4000									
PAYMENTS TO OTHER DIST & GOVT UNITS (DS)	4100									
Payments for Regular Programs	4110									0
Payments for Special Education Programs	4120									0
Payments for CTE Program	4140									0
Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
Total Payments to Other Dist & Govt Units (In-State)	4000									0
DEBT SERVICE (DS)	5000									
Debt Service - Interest on Short-Term Debt	5100									
Tax Anticipation Warrants	5110									0
Tax Anticipation Notes	5120									0
Corporate Personal Prop Regl Tax Anticipation Notes	5130									0
State Aid Anticipation Certificates	5140									0
Other Interest on Short-Term Debt (Describe & Itemize)	5150									0
Total Debt Service - Interest on Short-Term Debt	5100									0
Debt Service - Interest on Long-Term Debt	5200									0
Debt Service - Payments of Principal on Long-Term Debt ¹³	5300									0
Debt Service Other (Describe & Itemize)	5400									0
Total Debt Service	5000									0
PROVISION FOR CONTINGENCIES (DS)	6000									0
Total Direct Disbursements/Expenditures		0	0	0	0	0	0	0	0	0
Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										0
40 - TRANSPORTATION FUND (TR)	2000									
SUPPORT SERVICES (TR)	2100									
Support Services - Pupils	2190									0
Other Support Services - Pupils (Describe & Itemize)	2190									0
Support Services - Business	2550									0
Pupil Transportation Services	2550									0
Other Support Services (Describe & Itemize)	2900									0
Total Support Services	2000	0	0	0	0	0	0	0	0	0
COMMUNITY SERVICES (TR)	3000									
PAYMENTS TO OTHER DIST & GOVT UNITS (TR)	4000									
Payments to Other Dist & Govt Units (In-State)	4100									0
Payments for Regular Program	4110									0
Payments for Special Education Programs	4120									0
Payments for Adult/Continuing Education Programs	4130									0
Payments for CTE Programs	4140									0
Payments for Community College Programs	4170									0
Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
Total Payments to Other Dist & Govt Units (In-State)	4100									0
Payments to Other Dist & Govt Units (Out-of-State)	4400									0
Total Payments to Other Dist & Govt Units	4000	0	0	0	0	0	0	0	0	0
DEBT SERVICE (TR)	5000									
Debt Service - Interest on Short-Term Debt	5100									
Tax Anticipation Warrants	5110									0
Tax Anticipation Notes	5120									0
Corporate Personal Prop Regl Tax Anticipation Notes	5130									0
State Aid Anticipation Certificates	5140									0
Other Interest on Short-Term Debt (Describe and Itemize)	5150									0
Total Debt Service - Interest on Short-Term Debt	5100									0
Debt Service - Interest on Long-Term Debt	5200									0
Debt Service - Payments of Principal on Long-Term Debt ¹⁴ (Lease/Purchase Principal Retire)	5300									0
Debt Service - Other (Describe and Itemize)	5400									0
Total Debt Service	5000									0
PROVISION FOR CONTINGENCIES (TR)	6000									0
Total Direct Disbursements/Expenditures		0	0	0	0	0	0	0	0	0
Excess (Deficiency) of Receipts/Revenues Over Disbursements/Expenditures										0
50 - MUNICIPAL RETIREMENT/SOC SEC FUND (MR/SS)	1000									
INSTRUCTION (MR/SS)	1200									
Regular Program	1200									0
Pre-K Programs	1210									0
Special Education Programs (Functions 1200-1220)	1290									0
Special Education Programs Pre-K	1291									0
Remedial and Supplemental Programs K-12	1292									0
Remedial and Supplemental Programs Pre-K	1293									0
Adult/Continuing Education Programs	1300									0
CTE Programs	1300									0
Interdisciplinary Programs	1301									0
Summer School Programs	1600									0
Gifted Programs	1650									0
Driver's Education Programs	1700									0
Bilingual Programs	1800									0
Truant Alternative & Optional Programs	1900									0
Total Instruction	1000	0								0
SUPPORT SERVICES (MR/SS)	2000									
Support Services - Pupil	2100									
Attendance & Social Work Services	2110									0
Guidance Services	2120									0
Health Services	2130									0
Psychological Services	2140									0
Speech Pathology & Audiology Services	2150									0
Other Support Services - Pupils (Describe & Itemize)	2190									0
Total Support Services - Pupil	2100									0
Support Services - Instructional Staff	2200									
Improvement of Instruction Services	2210									0
Educational Media Services	2220									0
Assessment & Testing	2230									0
Total Support Services - Instructional Staff	2200	0								0
Support Services - General Administration	2300									
Board of Education Services	2310									0
Executive Administration Services	2320									0
Social Area Administrative Services	2330									0

This page is provided for detailed itemizations as requested within the body of the Report.

- 1.
- 2.
- 3.
- 4.

Reference Description

- 1 Each fund balance should correspond to the fund balance reflected on the books as of June 30th - Balance Sheet Accounts #120 and #130 (audit figures, if available).
- 2 Accounting and Financial Reporting for Certain Grants and Other Financial Assistance. The "On-Behalf" Payments should only be reflected on this page (Budget Summary, Lines 10 and 20).
- 3 Requires the secretary of the school board to notify the county clerk (within 30 days of the transfer approval) to abate an equal amount of taxes to be next extended. See Sec. 10-22.14 & 17-2.11.
- 3^a Requires notification to the county clerk to abate an equal amount from taxes next extended. See section 10-22.14
- 4 Principal on Bonds Sold:
 - (1) Funding Bonds are to be entered in the fund or funds in which the liability occurs.
 - (2) Refunding Bonds can be entered in the Debt Services Fund only.
 - (3) Building Bonds can be entered in the Capital Projects Fund only.
 - (4) Fire Prevention and Safety Bonds can be entered in the Fire Prevention & Safety Fund only.
- 5 The proceeds from the sale of school sites, buildings, or other real estate shall be used first to pay the principal and interest on any outstanding bonds on the property being sold, and after all such bonds have been retired, the remaining proceeds from the sale next shall be used by the school board to meet any urgent district needs as determined under Sections 2-3.12 and 17-2.11 of the School Code. Once these issues have been addressed, any remaining proceeds may be used for any other authorized purpose and for deposit into any district fund.
- 6 The School Code, Section 10-22.44 prohibits the transfer of interest earned on the investment of "any funds for purposes of Illinois Municipal Retirement under the Pension Code." This prohibition does not include funds for Social Security and Medicare-only purposes. For additional requirements on interest earnings, see 23 Illinois Administrative Code, Part 100, Section 100.50.
- 7 Cash plus investments must be greater than or equal to zero.
- 8 For cash basis budgets, this total will equal the Budget Summary - Total Direct Receipts/Revenues (Line 9) plus Total Other Sources of Funds (Line 46).
- 9 For cash basis budgets, this total will equal the Budget Summary - Total Direct Disbursements/Expenditures (Line 19) plus Total Other Uses of Funds (Line 79).
- 10 Working Cash Fund loans may be made to any district fund for which taxes are levied (Section 20-5 of the School Code).
- 11 Include revenue accounts 1110 through 1115, 1117, 1118 & 1120.
- 12 The School Code Section 17-2.2c. Tax for leasing educational facilities or computer technology or both, and for temporary relocation expense purposes.
- 13 Corporate personal property replacement tax revenue must be first applied to the Municipal Retirement/Social Security Fund to replace tax revenue lost due to the abolition of the corporate personal property tax (30 ILCS 115/12). This provision does not apply to taxes levied for Medicare-Only purposes.
- 14 Only tuition payments made to private facilities. See Functions 4200 or 4400 for estimated public facility disbursements/expenditures.
- 15 Payment towards the retirement of lease/purchase agreements or bonded/other indebtedness (principal only) otherwise reported within the fund - e.g.: alternate revenue bonds. (Describe & Itemize)
- 16 Only abolishment of Working Cash Fund must transfer its funds directly to the Educational Fund upon adoption of a resolution and at the close of the current school Year (see 105 ILCS 5/20-8 for further explanation)

Only abatement of working cash fund can transfer its funds to any fund in most need of money
(see 105 ILCS 5/20-10 for further explanation)

CHECK FOR ERRORS This worksheet checks various cells to assure that selected items are in balance. Out-of-balance conditions are accompanied by an error message. Errors must be corrected before the budget is finalized and submitted to ISBE.	
Budget Item References	Message
Is Deficit Reduction Plan Required? (Joint Agreements do not complete a deficit reduction plan.)	n/a
If required, is Deficit Reduction Plan Completed (Page: DefReductPlan 23-27)?	n/a
1. Cover Page - "School District or Joint Agreement" and "CASH or ACCRUAL"	
Check School District or Joint Agreement.	Joint Agreement
Check one type of Accounting Basis used on the Cover sheet.	ACCRUAL
2. Budget Summary: Other Sources (Page BudgetSum 2-3 - Acct 7000), must equal Other Uses (BudgetSum 2-3 - Acct. 8000).	
Estimated Beginning Fund Balance July,1 2021 for all Funds (Cells C3 - K3) (Line must have a number or zero. Do not leave blank.)	OK
Estimated Activity Fund Beginning Fund Balance July,1 2021 (Cell C83) (Cell must have a number or zero. Do not leave blank.)	OK
Transfer Among Funds (Funds 10, 20, 40 - Acct 7130 - Cells C29, D29, F29), must equal (Funds 10, 20 & 40 -	OK
Transfer of Interest (Funds 10 thru 90 - Acct 7140 - Cells C30:K30), must equal (Funds 10 thru 60, & 80 - Acct	OK
Transfer to Debt Service to Pay Principal on Capital Leases (Fund 30 - Acct 7400 - Cell E39) must equal (Funds	OK
Transfer to Debt Service to Pay Interest on Capital Leases (Fund 30 - Acct 7500 - Cell E40) must equal (Funds	OK
Transfer to Debt Service Fund to Pay Principal on Revenue Bonds (Fund 30 - Acct 7600 - Cell E41) must equal	OK
Transfer to Debt Service to Pay Interest on Revenue Bonds (Fund 30 - Acct 7700 - Cell E42) must equal (Funds	OK
Transfer to Capital Projects Fund (Fund 60 - Acct 7800 - Cell H43) must equal (Fund 10 & 20, Acct 8800 - Cells	OK
3. Summary of Cash Transactions: Beginning Cash Balance on Hand July 1, 2021, (CashSum 4, All Funds), cannot be negative.	
Educational (Fund 10 - Cell C3)	OK
Operations & Maintenance (Fund 20 - Cell D3)	OK
Debt Service (Fund 30 - Cell E3)	OK
Transportation (Fund 40 - Cell F3)	OK
Municipal Retirement/Social Security (Fund 50 - Cell G3)	OK
Capital Projects (Fund 60 - Cell H3)	OK
Working Cash (Fund 70 - Cell I3)	OK
Tort (Fund 80 - Cell J3)	OK
Fire Prevention & Safety (Fund 90 - Cell K3)	OK
Activity Funds (Cell C23)	OK
4. Summary of Cash Transactions: Ending Cash Balance on Hand June 30, 2022, (Page CashSum 4 - All Funds), cannot be negative.	
Educational (Fund 10 - Cell C21)	OK
Operations & Maintenance (Fund 20 - Cell D21)	OK
Debt Service (Fund 30 - Cell E21)	OK
Transportation (Fund 40 - F21)	OK
Municipal Retirement/Social Security (Fund 50 - Cell G21)	OK
Capital Projects (Fund 60 - H21)	OK
Working Cash (Fund 70 - Cell I21)	OK
Tort (Fund 80 - Cell J21)	OK
Fire Prevention & Safety (Fund 90 - Cell K21)	OK
5. Summary of Cash Transactions: Other Receipts, (Page CashSum 4), must equal Other Disbursements, (Page CashSum 4).	
Interfund Loans Payable (Funds 10:60, 80, 90 - Acct 411 - Cells C6:H6, J6:K6) must equal Interfund Loans Receivable (Funds 10:20, 40, 70 - Acct 141 - Cells C15:D15, F15, I15).	OK
Interfund Loans Receivable (Funds 10, 20, 40 & 70 - Acct 141 - Cells C7:D7, F7, I7) must equal Interfund Loans Payable (Funds 10:60, 80, 90 - Acct 411 - Cells C16:H16, J16, K16).	OK

End of Balancing



Anita Howard Sobkoviak <ahowardsobkoviak@sased.org>

Re: FOIA Request

1 message

Mindy McGuffin <mmcguffin@sased.org>

Wed, May 11, 2022 at 12:28 PM

To: "Bex, Derek" <derek.bex@lpl.com>

Cc: "ahowardsobkoviak@sased.org" <ahowardsobkoviak@sased.org>

Good afternoon Mr. Bex,

Please see the attached information per your FOIA request dated May 5, 2022. Equitable is the only investment option available as SASED's 457(b) retirement plan.

Kind regards,
Mindy McGuffin

On Tue, May 10, 2022 at 12:29 PM Mindy McGuffin <mmcguffin@sased.org> wrote:

Good afternoon Mr. Bex,

Per your FOIA request dated May 5, 2022.

Please find the latest full disclosure from Nov 2019 and the supplemental ones since April of 2020 and March of 2021. The disclosures are sent out by Cuna Mutual, SASED's administrative partner in the plan, to all participants as required. SASED is not required to be sending additional disclosures.

Kind regards,
Mindy McGuffin

On Thu, May 5, 2022 at 1:48 PM Bex, Derek <derek.bex@lpl.com> wrote:

Good afternoon,

Please send a copy of the fee disclosure for the deferred compensation 457(b) retirement plan offered to the employees of SASED of DuPage County. You can send this information electronically to my email derek.bex@lpl.com.

This information will be used for commercial purposes

Thanks, Derek Bex.

The 457 Consulting Group

126. County Farm Road, Wheaton, IL, 60187.
630-868-3826.

Securities offered through LPL Financial Member FINRA/SIPC

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--
Dr. Mindy McGuffin
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SASED
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 **equitable_plan-disclosure.pdf**
970K



EQUITABLE

MEMBERS
RETIREMENT
PROGRAM



Plan Fee Disclosure

For Services Provided by Equitable

This document includes important information intended to comply with Department of Labor regulations under ERISA §408(b)(2). If you want additional information on plan fees you can visit the Program web site at mrp.equitable.com or contact a Retirement Plan Account Manager by phone at 1-800-526-2701 or by mail at Members Retirement Program, PO Box 4875, Syracuse, NY 13221.

Plan Fee Disclosure

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Services Included in the Plan Administration Fees	Exhibit B
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MEMBERS RETIREMENT PROGRAM

PLAN FEE DISCLOSURE

For Services Provided by Equitable

Revised May 15, 2021

I. Overview

Selecting a service provider requires that you evaluate and differentiate services offered by competing companies. Cost is one of the criteria, but not the only criterion, for making this evaluation. Other factors of equal or greater importance to consider include the quality and type of services provided, the anticipated performance of competing providers and their investment products and other factors specific to your plan's needs. The service provider offering the lowest cost services is not necessarily the best choice for your plan.

The Employee Retirement Income Security Act of 1974, as amended (ERISA) requires employee benefit plan fiduciaries to act solely in the interests of, and for the exclusive benefit of, plan participants and beneficiaries. As part of that obligation, plan fiduciaries should consider cost, among other things, when choosing investment options for the plan and selecting plan service providers.

Under rules adopted by the U.S. Department of Labor (DOL), plan service providers must deliver written information about their services and compensation received from plans in connection with providing such services. This document is designed to provide a summary of the fee and services arrangements provided by the Members Retirement Program (Program) including information about the compensation received by Equitable and its affiliates, and certain other third parties. We hope that it will assist you in making informed decisions with respect to your Plan.

The plan fees included in this disclosure summary document represent the actual plan fees for the Program for the period 05/01/2021 through 04/30/2022, except where otherwise

noted. We expect that your Plan will pay similar fees in future years, except where otherwise explained. Please note that the Group Annuity Contract allows certain changes in fees from time to time, and we will notify you of such changes promptly. Additional fee and other information about your Plan may be obtained from the Program prospectus and investment option prospectuses. Additional information relating to plan administration services and expenses is also contained in the program prospectus, Statement of Additional Information and MRP Group Annuity Contract. You may access the prospectus and Statement of Additional Information electronically at mrp.equitable.com. For additional information please call 1-800-526-2701 or email us at mrp@equitable.com.

For participant-directed plans, we are obligated to provide you with information that you need to comply with DOL regulations that require the delivery of information to your Plan's participants about your Plan's designated investment alternatives. This information is available on the employer web site at mrp.equitable.com under Participant Fee Disclosure.

II. Expense Calculation

In general, fees for retirement plans are calculated using one or any combination of the four methods described below. Plan administration-related expenses can also be charged as one-time or ongoing fees. One-time fees are typically related to start-ups, conversions (moving from one provider to another) and terminations of service. Ongoing fees are recurring expenses relating to the continued operation of a plan.

FEE TYPES

Asset-based: expenses are based on the amount of assets in the plan and generally are expressed as percentages or basis points.

Per-person: expenses are based upon the number of eligible employees or actual participants in the plan.

Transaction-based: expenses are based on the execution of a particular plan service or transaction.

Flat rate: fixed charge that does not vary, regardless of plan size.

The Members Retirement Program has a combination of these types of fees, including asset-based fees for plan

administrative services, certain one-time fees and per participant fees relating to specific services or transactions. The fees for the investment options in the Program are asset based and vary depending on the investment option selected by the participant.

Estimated Cost of Recordkeeping:

Because certain indirect compensation received by Equitable through Investment Options may be taken into account in determining the fees charged to the Plan for recordkeeping services, we are required to provide an estimate of the cost to your Plan of recordkeeping services. We estimate the annual cost of the recordkeeping services described in Exhibit B (without reduction or any adjustment for the receipt of indirect compensation) to be \$223.68 per participant. This cost estimate is determined by dividing the annual cost Equitable incurs to provide services and maintain recordkeeping services to its clients by the average number of plan participants Equitable services on its recordkeeping system for the year plus an associated profit assumption for the business. The estimate is based on 2020 data and has been calculated across all plans for which Equitable provides recordkeeping services and does not account for the specific service arrangements being provided on a plan by plan basis which may increase or decrease the actual cost for any specific plan.

III. Plan Administration Expenses

These expenses include the Program Expense Charge, Record Maintenance and Report Fee., Plan Startup and Ongoing Enrollment Fee and Other Expenses. The following fees and expenses are applied to cover the administrative and other costs of the Program, including: the cost of plan set up and conversion; recordkeeping and administrative costs for services such as participant enrollment, processing loan and withdrawal requests, providing plan documents and participant statements, tax reporting and answering participant inquiries; the maintenance of the investment options; the promotion of the Program; and overhead expenses such as salaries, rent, postage, telephone, travel, legal, actuarial and accounting costs, office equipment and stationery. For a detailed description of services included in the Plan Administration Fees see Exhibit B.

The maximum PEC assessed for a plan is 0.85%. The PEC is expressed as an annual rate which is prorated so that it is deducted from participants' accounts monthly. As illustrated in the chart below, the Program Expense Charge that you and

the participants in your plan actually pay is determined according to a tiered schedule based on the average account value of the accounts in your plan and the total plan assets invested in the Members Retirement Program by your plan.

	Average Account Value	
	Less than \$75,000	Greater than \$75,000
Total Plan Assets	Schedule A	Schedule B
Up to \$250,000	0.85%	0.85%
Next \$250,000	0.65%	0.55%
Over \$500,000	0.50%	0.40%

Total plan assets are all assets invested in the Members Retirement Program under a plan. The first \$250,000 in assets under the plan will be subject to a Program expense charge of 0.85% per year. If the Total plan assets exceed \$250,000, any amounts greater than that will be subject to a lower charge. The next \$250,000 (up to Total plan assets of \$500,000) will be subject to a Program expense charge of either 0.65% or 0.55%, under Schedule A or Schedule B above, respectively. Any assets in the plan in excess of \$500,000 will be subject to a Program expense charge of either 0.50% or 0.40%, under Schedule A or Schedule B above, respectively. The sum of the amounts calculated under this formula equals the total Program expense charge for the plan. The percentage of Total plan assets that this sum represents is the annual Program expense charge that each participant in the plan pays on his or her account value.

We will deduct the Program expense charge from your value in the Funds on a pro rata basis. If those amounts are insufficient, we will deduct them from your value in the Money Market Guarantee Account. If those amounts are still insufficient, we will deduct all or a portion of the charge from your values in Guaranteed Interest Option. As of July 10, 2015, the Program Expense Charge is not deducted from the GRAs. The amounts we deduct from the Money Market Guarantee Account and Guaranteed Interest Option will never cause the rates we pay on those accounts to fall below 1.00%.

Recordkeeping & Report Fee	Plan Startup and Ongoing Enrollment	Other Expenses
\$3.75 per quarter per participant	\$25 per participant	0.01%

Notes on Charges/Fees

The *Record Maintenance and Report Fee* is deducted on a quarterly basis from each participant's account. The fee is set at \$3.75 per quarter. Based on past experience, we do not expect this fee to vary materially in future years.

The *Plan Startup and Ongoing Enrollment* expense is paid by the employer. There is no charge for conversion of a plan from a prior carrier.

The *Program Related Other Expense* charge is expressed as an annual rate that is prorated so that it is deducted directly from the variable investment options in the participant accounts on a daily basis. This fee includes amounts charged for SEC filing fees and certain other expenses such as preparing and printing of SEC filings, prospectuses and reports, mailing costs, custodians' fees, financial accounting costs, outside auditing and legal expenses, and other costs related to the Funds. These expenses may vary by Fund and will fluctuate from year to year based on actual expenses. We do not expect these expenses to vary materially from their current level. The highest maximum percentage deducted each year is disclosed in the prospectus.

Plan Start-Up and Enrollment Fee is paid by the employer. There is no charge for conversion of a plan from a prior carrier.

including the selection, ongoing oversight and replacement of investment sub-advisors for each Fund. For some Funds, Equitable's affiliate, AllianceBernstein Holding, L.P. (Alliance Bernstein) provides sub-advisory services to certain of the available Funds offered by the Members Retirement Program Group Annuity Contract. Other Funds are sub-advised by third-parties not affiliated with Equitable.

Equitable IMG receives an advisory fee for these services, which are reflected in the total operating expense stated for each Fund on Exhibit A. If AllianceBernstein is engaged as a sub-advisor to an available Fund, it receives a portion of the advisory fee received by the Equitable IMG.

The EQAT and the VIP Trusts have adopted distribution and shareholder service plans that provide for the payment of Rule 12b-1 fees on certain classes of Fund shares. However, the Fund share classes available under the MRP Program do not assess Rule 12b-1 fees on investments within the Program. This means that no distribution and shareholder service fees will be paid from the Fund shares offered within the Program.

JP Morgan Chase Bank, N.A. ("JP Morgan Chase") provides custodial and accounting services for assets of the Funds. JP Morgan Chase is paid by the Funds for performing these services. JP Morgan Chase is neither an affiliate nor a subcontractor to Equitable.

See each Fund's prospectus for additional information about the services provided and fees received by the Equitable IMG, Alliance Bernstein and the various sub-advisors to the EQAT and VIP Trusts.

Guaranteed Accounts

Equitable Financial Life Insurance Company provides guarantees on all contributions allocated to the Money Market Guarantee Account and GIO.

Money Market Guarantee Account:

The Money Market Guarantee Account (MMGA) was closed to new contributions on January 1, 2009.

Guaranteed Interest Option (GIO):

The GIO is part of Equitable's general account, pays interest at guaranteed rates, and provides an Investment Option in which the value of the principal will not fluctuate. We credit interest daily to amounts in the GIO. Interest rates are set monthly. All interest rates are effective annual rates net of program and

IV. Investment Options Fees

The Program's investment options include Variable Investment Options (Funds) and Guaranteed Accounts.

Variable Investment Options (Funds):

Each of the Variable Investment Options (Funds) in the Program is charged asset-based fees for investment management and other services required to maintain the Fund. These fees are expressed as an annual percentage of Fund assets and are deducted from Fund assets daily. Exhibit A describes the fees associated with each of the Funds in the Program including each Fund's net annual fund expense. Please note the following:

Equitable Investment Management Group, LLC ("EQUITABLE IMG") is an affiliate of Equitable and acts as the investment advisor to the Funds offered through the EQ Advisors Trust (EQAT), the VIP Trust and the 1290 Funds®.

Equitable Investment Management Group, LLC ("Equitable IMG") is an affiliate of Equitable and acts as the investment advisor to the Funds offered through the EQ Advisors Trust (EQAT), the VIP Trust and the 1290 Funds®. As investment advisor, the Equitable IMG provides services

other expenses. The lifetime minimum interest rate is 1.00%. The current interest rate will never be less than the lifetime minimum rate.

Transfers from the GIO to other investment options are permitted. Withdrawals are permitted from the GIO, subject to a market value adjustment if plan initiated.

The Guaranteed Accounts are backed by Equitable's General Account. Guaranteed interest crediting rates are determined net of Equitable's required cost of capital and expenses to manage the General Account. Expenses include investment, policy administration, and acquisition expenses, taxes and the cost of maintaining regulatory capital.

The difference between what Equitable earns on the investments held in the General Account minus costs and expenses and the plan's guaranteed interest crediting rate is income to Equitable which is used, in part, to offset the cost of services provided to your Plan.

The Guaranteed Accounts are backed by Equitable's General Account. Guaranteed interest crediting rates are determined net of Equitable's required cost of capital and expenses to manage the General Account. Expenses include investment, policy administration, and acquisition expenses, taxes and the cost of maintaining regulatory capital.

V. Other Compensation

Float:

Equitable retains any earnings on amounts held in its general account temporarily pending investment under insurance products as well as funds that have been disbursed from insurance products pending presentment for payment by the client's financial institution (Float). Earnings on such amounts are generally at institutional money market rates. For more information about Float income that Equitable receives, please see the Department of Labor Notice within your Program Prospectus.

Transaction Processing Breakage Policy:

We generally process all investment instructions (including for the investment of new contributions, transfers between funds and other directions) that are timely received in good order on the business day received at that day's closing price. If we are responsible for a transaction processing delay or error, it is our policy to correct the issue as soon as

possible and return the plan and participant account to the economic position that they would be in absent the delay or error. If correction processing generates a shortfall to the plan and participant account, we make the account whole by paying the shortfall. If correction processing generates an overage (*i.e.*, an amount in excess of what would be in the account if the error did not occur), we retain the overage as a component of our compensation for transaction processing services, including our agreement to make the plan and participant account whole for our delays or errors.

In general, the amounts involved in these shortfalls and overages are small. Since the inception of the Program, overages that we retained across our business have not materially exceeded shortfalls. We will provide you additional information about our correction process, and the shortfalls and overages pertaining to your plan, on request. Please note that we process many investment instructions on an "omnibus" or aggregated basis and, because of this, we may not be able to determine whether a shortfall or overage is attributable to a specific plan or client.

Non-monetary compensation:

Equitable maintains a written policy governing receipt by its employees and representatives of cash and non-cash compensation as well as overall limits on the aggregate amount that may be received. Such compensation may include such items as gifts of nominal value, an occasional dinner or ticket to a sporting event, or reimbursement in connection with educational meetings or marketing or advertising initiatives. Such sponsors may also pay for education or training events that may be attended by employees and representatives.

VI. Transaction-Based Fees and Termination Charges

Transaction-Based Fees:

There are no transaction-based fees charged to plan sponsors or participants in the Program.

Annuity Payout Option:

If a participant chooses an annuity as his/her payout option from the plan he/she will be subject to a one-time charge of \$350 which will be deducted from his/her account balance at the time the annuity is established.

Termination Charges:

The Program does not include a termination charge if you decide to transfer or rollover your plan's assets.

VII. Distribution and Third-Party Payments

Distribution of the Contracts:

Equitable performs all marketing and service functions for the Program. No sales commissions are paid with respect to sales of the MRP Group Annuity Contract or investment in the Funds pursuant to the Contract. However, incentive compensation is paid to Equitable employees performing these functions, based upon sales and the amount of first year contributions. This compensation is not paid out of plan or participant funds, and has no effect on your Program fees, charges and expenses. For more information, see the Statement of Additional Information.

Fees Paid to Association:

Equitable may pay an association a fee for enabling the Program to be made available to their memberships based on the number of employers whom we solicit, the number who participate in the Program, and/or the value of Program assets. Equitable makes these payments without any additional deduction or charge under the Program.

Fees Paid to Benefit Trust Company:

Plans that participate in the Members Retirement Program contract and IRS-approved plan and trust document do so by using the directed plan trustee services of Benefits Trust Company ("BTC"). As acting as a directed trustee, BTC is a fiduciary to your Plan. Equitable compensates BTC for these services from its own assets. The sole investment of your trust is in the Amended and Restated Pooled Trust for Association Members Retirement Plan ("Pooled Trust"), a Rev. Rul. 81-100 group trust, which holds the group annuity contract issued by Equitable. There are no expenses charged to the Pooled Trust. BTC does not expect to receive more than \$35 per year for providing these services to your Plan. Moreover, BTC, as trustee of the Pooled Trust does not expect to receive more than \$1,000 over the duration of the

contract in connection with holding the group annuity contract that funds your Plan.

VIII. Fiduciary Status

Equitable, through its affiliate Equitable IMG is an investment fiduciary under the Investment Company Act of 1940 for the investment options in the EQ Advisors Trust (EQAT) or EQ Premier VIP Trust (VIP) offered on Equitable's retirement plan platform. Neither Equitable nor any of its affiliates or subcontractors acts or expects to act as a fiduciary to the plan as defined under ERISA.

IX. Plan Expense Example

A simple example of the total plan expenses that a one-participant plan might pay on an annual basis if the participant invested his or her entire \$30,000 account in one Fund with a 1.77% total net annual operating expense, comprised of Program Expense Charge (0.85%), Program Related Other Expenses (0.01%), and a net annual fund expense of (0.89%).

Multiplying the 1.75% annual fee percentage by the participant's account totaling \$30,000, and adding the Recordkeeping and Report Fees, the participant in this example would be charged (netted from their investment experience) \$540 on an annual basis.

Total Asset based Fees in the example:	\$525
Total Recordkeeping and Report Fees:	<u>\$15</u> (\$3.75 per/qtr)
Total Annual Fees	\$540

The above is only an illustration. The amounts that individual participants pay could vary based on the Funds selected and their account balances. The example above assumes a constant account balance for the entire year. From the participant's account balance the PEC is deducted monthly and the recordkeeping and report fee is deducted quarterly. The net annual fund expense is calculated daily and automatically reflected in the daily unit value of the Fund.

Exhibits

A – MRP Portfolio Expenses

B – Services Included in the Plan Administration Fees

C – Definition of Terms



Exhibit A

Members Retirement Program

Variable Annuity

Portfolio Expenses

(as reported in each portfolio's prospectus dated May 1, 2021) as supplemented*

Class	CUSIP	Management Fees	12b-1 Fees	Other Expenses	Acquired Fund Fees and Expenses (Underlying Portfolios)	Total Annual Expense (Before Expense Limitations)	Fee waivers and/or Expense Reimbursements	Net Annual Expenses (After Expense Limitations)	
1290 Retirement 2020	I	68259P307	0.50%	0.00%	1.43%	0.11%	2.04%	-1.39%	0.65%
1290 Retirement 2025	I	68259P703	0.50%	0.00%	0.93%	0.11%	1.54%	-0.89%	0.65%
1290 Retirement 2030	I	68259P869	0.50%	0.00%	2.38%	0.11%	2.99%	-2.34%	0.65%
1290 Retirement 2035	I	68259P828	0.50%	0.00%	1.67%	0.11%	2.28%	-1.63%	0.65%
1290 Retirement 2040	I	68259P778	0.50%	0.00%	3.36%	0.12%	3.98%	-3.33%	0.65%
1290 Retirement 2045	I	68259P737	0.50%	0.00%	2.28%	0.12%	2.90%	-2.25%	0.65%
1290 Retirement 2050	I	68259P687	0.50%	0.00%	3.30%	0.12%	3.92%	-3.27%	0.65%
1290 Retirement 2055	I	68259P646	0.50%	0.00%	3.84%	0.13%	4.47%	-3.81%	0.66%
1290 Retirement 2060	I	68259P596	0.50%	0.00%	3.81%	0.13%	4.44%	-3.78%	0.66%
EQ Advisors Trust									
1290 VT DoubleLine Dynamic Allocation	B	26884M628	0.75%	0.25%	0.32%	0.04%	1.36%	-0.16%	1.20%
1290 VT Equity Income	B	29364E801	0.75%	0.25%	0.14%	0.00%	1.14%	-0.19%	0.95%
1290 VT GAMCO Mergers and Acquisitions	B	29364E744	0.90%	0.25%	0.17%	0.05%	1.37%	-0.07%	1.30%
1290 VT GAMCO Small Company Value	B	29364E207	0.70%	0.25%	0.12%	0.00%	1.07%	0.00%	1.07%
1290 VT Socially Responsible	B	268940418	0.50%	0.25%	0.18%	0.00%	0.93%	0.00%	0.93%
EQ/AB Small Cap Growth	B	404992711	0.51%	0.25%	0.16%	0.00%	0.92%	0.00%	0.92%
EQ/All Asset Growth Allocation	B	29364E306	0.10%	0.25%	0.20%	0.70%	1.25%	0.00%	1.25%
EQ/Capital Group Research	B	268940434	0.65%	0.25%	0.13%	0.00%	1.03%	-0.06%	0.97%
EQ/ClearBridge Large Cap Growth	B	268940525	0.65%	0.25%	0.13%	0.00%	1.03%	-0.03%	1.00%
EQ/Equity 500 Index	B	404992554	0.21%	0.25%	0.12%	0.00%	0.58%	-0.03%	0.55%
EQ/Global Equity Managed Volatility	B	268940756	0.72%	0.25%	0.19%	0.00%	1.16%	-0.06%	1.10%
EQ/Intermediate Government Bond	B	404992596	0.31%	0.25%	0.11%	0.00%	0.67%	-0.02%	0.65%
EQ/International Core Managed Volatility	B	268940459	0.59%	0.25%	0.20%	0.02%	1.06%	0.00%	1.06%
EQ/International Equity Index	A	404992661	0.40%	0.25%	0.15%	0.00%	0.80%	-0.01%	0.79%
EQ/Janus Enterprise	B	268940129	0.68%	0.25%	0.13%	0.00%	1.06%	-0.01%	1.05%
EQ/Large Cap Growth Index	B	268940491	0.35%	0.25%	0.13%	0.00%	0.73%	0.00%	0.73%
EQ/Large Cap Growth Managed Volatility	B	268940764	0.45%	0.25%	0.14%	0.02%	0.86%	0.00%	0.86%
EQ/Large Cap Value Managed Volatility	B	268940699	0.45%	0.25%	0.15%	0.01%	0.86%	0.00%	0.86%
EQ/MFS International Growth	B	29364E405	0.83%	0.25%	0.14%	0.00%	1.22%	-0.12%	1.10%
EQ/Mid Cap Index	B	268940293	0.35%	0.25%	0.12%	0.00%	0.72%	0.00%	0.72%
EQ/Mid Cap Value Managed Volatility	B	268940749	0.53%	0.25%	0.16%	0.03%	0.97%	0.00%	0.97%
EQ/Money Market	A	404992687	0.34%	0.25%	0.12%	0.00%	0.71%	0.00%	0.71%
EQ/PIMCO Global Real Return	B	26884M461	0.60%	0.25%	0.41%	0.00%	1.26%	-0.28%	0.98%
EQ/PIMCO Ultra Short Bond	B	29364E769	0.49%	0.25%	0.13%	0.00%	0.87%	-0.07%	0.80%



Exhibit A
Members Retirement Program
Variable Annuity

Portfolio Expenses
(as reported in each portfolio's prospectus dated May 1, 2021) as supplemented*

	Class	CUSIP	Management Fees	12b-1 Fees	Other Expenses	Acquired Fund Fees and Expenses (Underlying Portfolios)	Total Annual Expense (Before Expense Limitations)	Fee waivers and/or Expense Reimbursements	Net Annual Expenses (After Expense Limitations)
EQ Advisors Trust									
EQ/Small Company Index	B	268940632	0.25%	0.25%	0.14%	0.00%	0.64%	0.00%	0.64%
EQ/T. Rowe Price Growth Stock	B	29364E108	0.71%	0.25%	0.12%	0.00%	1.08%	-0.08%	1.00%
Multimanager Core Bond	B	00247C783	0.55%	0.25%	0.20%	0.00%	1.00%	-0.10%	0.90%
Multimanager Technology	B	00247C833	0.92%	0.25%	0.16%	0.07%	1.40%	-0.15%	1.25%
EQ Premier VIP Trust									
EQ/Aggressive Allocation	B	00247C692	0.10%	0.25%	0.15%	0.66%	1.16%	0.00%	1.16%
EQ/Conservative Allocation	B	00247C767	0.10%	0.25%	0.17%	0.52%	1.04%	-0.04%	1.00%
EQ/Conservative-Plus Allocation	B	00247C742	0.10%	0.25%	0.17%	0.57%	1.09%	0.00%	1.09%
EQ/Core Plus Bond	B	404992653	0.60%	0.25%	0.19%	0.00%	1.04%	-0.09%	0.95%
EQ/Moderate Allocation	B	404992498	0.09%	0.25%	0.15%	0.59%	1.08%	0.00%	1.08%
EQ/Moderate-Plus Allocation	B	00247C726	0.09%	0.25%	0.15%	0.63%	1.12%	0.00%	1.12%
Target 2015 Allocation	B	00247C676	0.10%	0.25%	0.46%	0.55%	1.36%	-0.26%	1.10%
Target 2025 Allocation	B	00247C650	0.10%	0.25%	0.23%	0.54%	1.12%	-0.02%	1.10%
Target 2035 Allocation	B	00247C635	0.10%	0.25%	0.23%	0.51%	1.09%	0.00%	1.09%
Target 2045 Allocation	B	00247C619	0.10%	0.25%	0.25%	0.50%	1.10%	0.00%	1.10%
Target 2055 Allocation	B	00248T439	0.10%	0.25%	0.47%	0.50%	1.32%	-0.22%	1.10%
Variable Insurance Trust									
Vanguard VIF Total Bond Mark	N/A	921925202	0.12%	0.00%	0.02%	0.00%	0.14%	0.00%	0.14%
Vanguard VIF Total Stock Mark	N/A	921925814	0.00%	0.00%	0.00%	0.13%	0.13%	0.00%	0.13%
Total # of Funds:	50					Highest:			1.30%
						Lowest:			0.13%
						Arithmetic Average:			0.89%

Exhibit A
**Members Retirement Program
Variable Annuity**

**Portfolio Expenses
(as reported in each portfolio's prospectus dated May 1, 2021) as supplemented***

Disclosure: Portfolio shares of EQ Advisors Trust and EQ Premier VIP Trust ("the Trusts") are currently sold only to insurance company separate accounts in connection with variable life insurance contracts and variable annuity certificates and contracts ("the contracts") issued by Equitable Financial Life Insurance Company ("Equitable Financial"), Equitable Financial Life and Annuity Company (Equitable Financial Life Insurance and Annuity Company in California), other affiliated or unaffiliated insurance companies and to The Equitable Financial 401(k) Plan ("Equitable Financial Plan"). Shares also may be sold to tax-qualified retirement plans and to other series of the Trusts. This means that investors may not buy shares of the Portfolios directly, but only through a contract offered by a participating insurance company.

Note: The CUSIPs are provided for research purposes only.

* These expenses are based on each portfolio's prospectus dated May 1, 2021, or for certain portfolios, the most recent prospectus supplement to the May 1, 2021 prospectus.
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A variable annuity is a long-term, tax-deferred accumulation product. In its most basic terms, an annuity is a contract between you and an insurance company to accumulate funds and then to provide lifetime payments. A variable annuity allows you to adopt a personal investment strategy to allocate your investment among a range of investment portfolio options. An annuity contract has two phases: An accumulation phase, which allows tax-deferred growth potential, and an annuitization phase, when you withdraw your money plus any earnings your annuity has accumulated.

There are fees and charges associated with variable annuities, which include, but are not limited to, mortality and expense risk charges, sales and surrender charges, administrative fees, and additional charges for optional benefits. Amounts in the annuity's variable investment options are subject to fluctuation in value and market risk, including loss of principal. Certain types of contracts, features and benefits may not be available in all jurisdictions. Withdrawals will be subject to ordinary income tax and, if made prior to age 59 1/2, may be subject to an additional 10% federal income tax penalty.

**Please consider the charges, risks, expenses, and investment objectives carefully before purchasing a variable annuity or making an investment portfolio decision. For a prospectus containing this and other information, please contact a financial professional.
Read it carefully before you invest or send money.**

Variable annuities: Are Not a Deposit of Any Bank * Are Not FDIC Insured * Are Not Insured by Any Federal Government Agency * Are Not Guaranteed by Any Bank or Savings Association * May Go Down

Equitable is the brand name of the retirement and protection subsidiaries of Equitable Holdings, Inc., including Equitable Financial Life Insurance Company (Equitable Financial) (NY, NY), Equitable Financial Life Insurance Company of America (Equitable America), an AZ stock company with main administrative headquarters in Jersey City, NJ, and Equitable Distributors, LLC. Equitable Advisors is the brand name of Equitable Advisors, LLC (member FINRA, SIPC) (Equitable Financial Advisors in MI and TN). The obligations of Equitable Financial Life Insurance Company are backed solely by its claims-paying ability.

Variable annuity products are issued by Equitable Financial Life Insurance Company (Equitable Financial) and co-distributed by affiliates Equitable Distributors, LLC and Equitable Advisors, LLC (member FINRA, SIPC) (Equitable Financial Advisors in MI & TN). Equitable Financial, Equitable Advisors and Equitable Distributors do not provide tax or legal advice.

Exhibit A

Pooled trust expenses expressed as an annual percentage

	Investment Management and Accounting Fee ⁽¹⁾	Direct Operating and Other Expenses ⁽²⁾	Total
AllianceBernstein Growth Equity	0.30%	0.08%	0.38%
AllianceBernstein Mid Cap Growth	0.65%	0.02%	0.67%
AllianceBernstein Balanced	0.50%	0.36%	0.86%

(1) These fees will fluctuate from year to year and from fund to fund based on the assets in each fund. The percentage set forth in the table represents the highest fees incurred by a fund during the fiscal year ended December 31, 2020. These expenses may be higher or lower based on the expenses incurred by a fund during the fiscal year ended December 31, 2021. We receive a portion of this fee for accounting and administrative services.

(2) These expenses vary by investment Fund, and will fluctuate from year to year based on actual expenses. The percentage set forth in the table represents the highest other expenses incurred by a Fund during the fiscal year ended December 31, 2020. These expenses may be higher based on the expenses incurred by the Funds during the fiscal year ended December 31, 2021.

Plan Fee Disclosure - Exhibit B

Services included in Plan Administration Fees

I. PLAN SERVICES

A. IMPLEMENTATION SERVICES		
<p>Plan Documents Provide and maintain Program's Defined Contribution Prototype Plan Document.</p> <p>Plan Set-Up Set up plan specifications on the daily recordkeeping system in accordance with plan provisions and adoption agreement and provide employer with a Plan Administrator's Welcome Kit.</p>	<p>Summary Plan Description Provide a Summary Plan Description to the employer (Available on the website only to plans that adopt the Program's Prototype Plan Document)</p> <p>Blackout Notice Assist employer with satisfying Blackout Notice requirements.</p>	<p>Voice Response Provide an integrated voice response system for account inquiry and processing certain transactions.</p> <p>Participant Set-Up Enroll participants on the recordkeeping system and issue credentials for website and voice response system access</p>
B. CONVERSION SERVICES		
<p>Plan Review Review relevant incoming plan documentation to ensure that the terms of the prior plan are operationally consistent with the Program Plan Document. (An employer may opt to use its' own individually designed document).</p> <p>Confirm Conversion Provide employer with individual participant confirmation notices detailing account balance transfers once the conversion period is completed.</p>	<p>Asset Transfer Reconciliation Invest conversion assets in an aggregate account until such time that the plan assets are allocated to participant accounts. The allocation of assets to participant accounts will occur after the receipt and subsequent reconciliation of the participant valuation from the prior recordkeeper.</p>	<p>Convert Outstanding Loans Provide amortization schedules and promissory notes (if necessary) for any outstanding loans.</p> <p>Conversion Year 5500 Prepare a conversion year Form 5500 SF for electronic submission. This service requires that the conversion of assets is completed prior to year-end, and the participating firm is able to provide us with accurate financial activity for the period prior to asset conversion.</p>
C. COMPLIANCE SERVICES		
<p>Monitor Plan and Individual Limits Monitor applicable including IRC § 401(k)—Average Deferral Percentage (ADP)—Mid-year and annually; IRC § 401(m)—Actual Contribution Percentage (ACP)—Mid-year and annually; IRC § 402(g)—Limitations on Elective Deferrals Monitored on a calendar year basis; IRC § 415 Annual Additions Limitations</p>	<p>Form 5500 Preparation & Filing Prepare Form 5500 SF and allow Employers to file electronically with Department of Labor through the Program website.</p> <p>Plan Documents Keep plan and trust documents updated for the latest regulations and laws impacting retirement plans and analyze ongoing legislation and regulations to determine impact and opportunities for plan design.</p>	<p>Forfeiture Reallocation Allocate forfeiture amount upon written direction from employer.</p> <p>Annual Notices Provide employers with Safe Harbor 401(k) with Matching and SIMPLE 401(k) with the annual required notices to employees.</p>
D. INVESTMENT SERVICES		
<p>Trustee, Management, and Recordkeeping Service Provides the services of Benefit Trust Company acting as directed trustee, a suite of Investment Managers, oversight of the portfolios, and Equitable as recordkeeper.</p>	<p>Daily Services Daily valuation of all investment options, daily transaction capabilities, and daily unit values via voice response system and website.</p>	<p>Diversified Fund Lineup Including core fund options, retirement date funds, and guaranteed options.</p>
E. PARTICIPANT RECORDKEEPING SERVICES		
<p>Transaction Processing Record date/time on all transaction requests upon receipt, Process enrollments, contributions and loan repayments, Process loan and withdrawal requests, Process change of investment allocations for future contributions and Guaranteed Rate Account (GRA) and process transfers between fund options and rebalancing requests.</p>	<p>Distribution Processing Lump Sums and Rollovers, Hardship withdrawals, Loan issuances if elected on adoption agreement, Death benefits, Annuity quotes and purchases, Installment payment, Electronic Fund Transfer (EFT) for installments, Automated Minimum Distribution Service, Termination distributions, Excess contribution refunds (IRC § 415 & 402(g)), Form 1099-R Tax Reporting, and QDRO processing, Excess contribution refunds (IRC § 415 & 402(g)).</p>	<p>Individual Participant Accounting Maintain recordkeeping account for each participant, which includes crediting contributions on behalf of each participant and reflecting all participant account transactions (e.g., investments, hardship, loans, distributions).</p>

F. PLAN ADMINISTRATOR REPORTING/SERVICES		
<p>Documents/Reports IRS-approved Plan Documents, Quarterly plan and participant statements with targeted message capability, online census update ability, Form 5500-EZ (if applicable), online standard and plan reports, plan and participant Confirmation Notices (CN), Loan /Default Notices, Ad hoc custom reports available on website.</p>	<p>Services Plan Administrator’s Welcome Kit, Retirement Plan Account Managers (RPAMs) are available to speak to Plan Administrators Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time by calling (800)526-2701, Program web site—mrp.equitable.com.</p>	<p>Newsletter Plan Insight Newsletter published periodically throughout year to provide latest information on changes that impact plan and assist in administration.</p>

G. WEBSITE SERVICES		
<p>Online Contributions Ability to make your 401(k), profit sharing and match contributions online using an easy-to-follow tool.</p> <p>View Page as Participant Ability to view the web page as a participant would see the participant website. Aids in assisting your employees and providing additional information for monitoring and administration purposes.</p>	<p>Reporting Standard reports available at all times and customized reports available upon request.</p> <p>Calendar An online calendar to help track deadlines and other important dates related to your retirement plan.</p> <p>Plan Education Center Specific area on site to get all the guides and information designed to assist you with the administration of your retirement plan.</p>	<p>Research Investments Fund Fact Sheets, summary prospectuses, and other educational materials available to research investment options.</p> <p>Compliance An e-compliance module for annual testing and reviewing and filing 5500 SF with the DOL.</p>

II. PARTICIPANT SERVICES

A. CUSTOMER SERVICE AND ADMINISTRATION		
<p>Retirement Plan Account Managers (RPAMs) Highly-trained RPAMs are available to speak to plan administrators and participants from Monday through Friday 9:00 to 5:00 p.m. Eastern Time by calling the toll-free number at 800-526-2701.</p> <p>E-MAIL and MAIL Participants may send e-mail inquiries via the website and send correspondence to the address provided.</p>	<p>Website Paperless Online Statements, personalized rate of return, Latest interest rates and unit values on the investment options available, research investments, including fund performance, fund fact sheets, summary prospectuses, Participant Education Center; including retirement planning interactive tools, calculators, and articles to assist them in planning, saving and investing for retirement, transaction history, Change Investments; including transfers, set up automatic rebalancing, and allocation changes, and My Retirement Goals tracking feature.</p>	<p>Voice Response Integrated voice response system is available through the toll-free number to get account information and process transfer and allocation changes using a touch tone telephone, 24 hours a day, seven days a week.</p>

B. COMMUNICATION MATERIALS/REPORTS		
<p>Communication Materials Include the following: Enrollment and Review Guide, Investment Options Guide, Fund Fact Sheets, Product Prospectus, Trust Prospectuses, Statement of Additional Information, Investing and retirement planning article library, and Retirement Planning Tools and Calculators, Participant Insight Employer newsletter.</p>	<p>Reports Confirmation Notices on applicable transactions, Quarterly Participant Statements with Asset Allocation by Asset Class, Account at a Glance, Transaction History, Message section, and personalized performance.</p>	

Exhibit C Plan Fee Disclosure Definition of Terms

Administration/Recordkeeping Fee: Fee for providing recordkeeping and other plan participant administrative type services. For start-up or takeover plans, these fees typically include charges for contacting and processing information from the prior service provider and “matching up” or mapping participant information. Use of this term is not meant to identify any ERISA Section 3(16)(A) obligations.

Balance Inquiry: Fee that may be charged each time a participant inquires about his or her balance.

Bundled Services: Arrangements whereby plan service providers offer 401(k) plan establishment, investment services and administration for an all-inclusive fee. Bundled services by their nature are priced as a package and cannot be priced on a per service basis.

Contract Termination Charge: A charge to the plan for “surrendering” or “terminating” its insurance/annuity contract prior to the end of a stated time period. The charge typically decreases over time.

Conversion: The process of changing from one service provider to another.

Distribution Expense: The costs typically associated with processing paperwork and issuing a check for a distribution of plan assets to a participant. May include the generation of IRS Form 1099R. This fee may apply to hardship and other in-service withdrawals as well as to separation-from-service or retirement distributions.

Eligible Employee: Any employee who is eligible to participate in and receive benefits from a plan.

Expense Ratio: The cost of investing and administering assets, including management fees, in a mutual fund or other collective fund expressed as a percentage of total assets.

Individually Managed Account: An investment account managed for a single plan.

Installation Fee: One-time fee for initiating a new plan or initiating new services.

Investment Transfer Expense: Fee associated with a participant changing his or her investment allocation, or making transfers among funding accounts under the plan.

Loan Maintenance and Repayment Tracking Fee: Fee charged to monitor outstanding loans and repayment schedule.

Loan Origination Fee: Fee charged when a plan loan is originally taken.

Loan Processing Fee: Fee charged to process a plan loan application.

Management Fee: This Fee is for the investment management of the portfolios.

Net Annual Expenses- (After expense limitations) – The Total Annual Expense (Before Expense Limitation) minus the Fee Waivers and/or Expense Reimbursements.

Nondiscrimination Testing Expense: Tax qualified retirement plans must be administered in compliance with several regulations requiring numerical measurements. The fee charged for the process of determining whether the plan is in compliance is collectively called nondiscrimination testing expense.

Participant: Person who has an account in the plan.

Participant Education Materials/Distribution Expenses: All costs (including travel expenses) associated with providing print, video, software and/or live instruction to educate employees about how the plan works, the plan investment funds, and asset allocation strategies. There may be a one-time cost associated with implementing a new plan, as well as ongoing costs for an existing program.

Exhibit C Plan Fee Disclosure Definition of Terms

Plan Document/Determination Letter Fee (Filing Fee): Fee charged for a written plan document. Fee can also include the costs associated with preparing and filing IRS required documentation, including the request for a determination letter (document issued by the IRS stating whether the plan meets the qualifications for tax-advantaged treatment).

Plan Loan: The law allows participants to borrow from their accounts up to prescribed limits. This is an optional plan feature.

Product Termination Fee: Investment-product charges associated with terminating one or all of a service provider's investment products.

QDRO (Qualified Domestic Relations Order): A judgment, decree or order that creates or recognizes an alternate payee's (such as former spouse, child, etc.) right to receive all or a portion of a participant's retirement plan benefits.

Separate Account: An asset account established by a life insurance company, separate from other funds of the life insurance company, offering investment funding options for pension plans.

Service Provider Termination Charge: Plan administrative costs associated with terminating a relationship with a service provider, with the permanent termination of a plan, or with the termination of specific plan services. These may be termed "surrender" or "transfer" charges.

Signature Ready Form 5500: Fee to prepare Form 5500, a form which all qualified retirement plans (excluding SEPs and SIMPLE IRAs) must file (electronically, except for one-participant plans) annually with the DOL.

Start-up/Enrollment Expense: Costs associated with providing materials to educate employees about the plan, and enrolling employees in the plan. This may be part of, or included in, the education programs. There may be a one-time cost associated with implementing a new plan, as well as ongoing enrollment costs.

Trustee Services: Fees charged by the individual, bank or trust company with fiduciary responsibility for holding plan assets.

VRU: Voice Response Unit.

Wrap Fee: An inclusive fee generally based on the percentage of assets in an investment program, which typically provides asset allocation, execution of transactions and other administrative services.

12b-1 Fee: a charge to shareholders to cover a mutual fund's shareholder servicing, distribution and marketing costs.

To: Board of Control
 From: Melinda McGuffin, Executive Director
 Date: May 18, 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 April 4, 2022, and May 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
March, 2022	66	19	36	93	63	50	13	11	351
April, 2022	63	20	36	96	65	50	13	11	354
May, 2022	64	24	37	97	65	50	13	10	360
Gains 4/4/22-5/1/22	+2	+5	+1	+2	0	0	0	0	+10
Losses 4/4/22-5/1/22	-1	-1	0	-1	0	0	0	-1	-4
Net Change 4/4/22-5/1/22	+1	+4	+1	+1	0	0	0	-1	+6

SASED Programs - Member & DWC Districts - Student Enrollment - May 1, 2022

Member District	Southeast	Directions EL, MS, HS	STARS	Multi Needs	Vision	DHH	Transition	Project Search	District Total
20	2			4		1			7
25				1		2			3
33	4	1		2		2			9
34	2	2	1						5
45	6	2		2	1	3			14
48	2	2	1	2	1				8
58	2	4	14	17	2	1			40
60	2		6	11	1	2			22
63	1		3	3		1			8
66	1		1	6		2			10
68	6	3	6	10					25
88	1	2		6	4		4		17
94	6	1		2			2	1	12
99	8	3		6	7		1		25
180	4	1	4	7	1				17
201				5	2	1	3		11
202	2	2		9			3		16
205	9		1	2	2	3		2	19
DWC+ Kane/Will/ Kendall	6	1		2	44	32		7	93
Total Enrollment	64	24	37	97	65	50	13	10	360

To: Board of Control
 From: Mindy McGuffin, Executive Director
 Date: May 18, 2022
 Re: Board Committee Updates

Purpose:

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

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: None

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: None

The finance committee convened on May 5, 2022 at the SASED Administration Center.

The protocols subcommittee will convene later in the Spring on a date and time yet to be determined.



School Association for Special Education in DuPage

TO: SASED Board of Control Members
FROM: Don Robinson, Director of Business Services/CSBO
DATE: May 18, 2022
RE: FY22 Amended Budget

Purpose: To update the 2021-2022 budget

Background: The Board of Control was notified several months ago about the 2021-2022 annual budget needing to be amended this year. The budget summary and ISBE Form JA50-39 are presented for your review.

Salaries (100) have been trued up for the 2021-2022 year for all staff using individual Skyward data that reflect final compensation directives. Benefits (200) have been revised based upon average benefits costs. Other objects (300, 400, 500, and 700) have been reviewed for all functions using Skyward year-to-date data through May 8, 2022. Corrections have been made where appropriate for expenditure line items.

The Governing Board will need to schedule and post a notice of a budget hearing. In addition, the amended budget will need to be available for public inspection at least 30 days prior to the scheduled budget hearing. Following the budget hearing and budget approval, the amended budget will need to be filed with ISBE and DuPage County.

Next Steps: Approve the amended 2021-2022 budget for submission to the Governing Board at its May 25, 2022 meeting.

ILLINOIS STATE BOARD OF EDUCATION
School Business Services Division

School District
 Joint Agreement
Accounting Basis:
 Cash
 Accrual

SCHOOL DISTRICT/JOINT AGREEMENT BUDGET FORM *
July 1, 2021 - June 30, 2022



Date of Amended Budget: 05/17/2022
(MM/DD/YY)

District Name: School Assoc. for Special Education in DuPage Co.
District RCDD No: 19-022-8030-60

If your FY21 AFR states that you need to do a deficit reduction plan and your FY22 budget is balanced please state the measures you took to have your budget become balanced. (Bckgrnd-Assumpt 25-26)

Budget of School Assoc. for Special Education in DuPage Co., County of DuPage, State of Illinois, for the Fiscal Year beginning July 1, 2021 and ending June 30, 2022.

WHEREAS the Board of Education of School Assoc. for Special Education in DuPage Co., County of DuPage, State of Illinois, caused to be prepared in tentative form a budget, and the Secretary of this Board has made the same conveniently available to public inspection for at least thirty days prior to final action thereon;

AND WHEREAS a public hearing was held as to such budget on the _____ day of _____, 20__ 21, notice of said hearing was given at least thirty days prior thereto as required by law, and all other legal requirements have been complied with; beginning _____ and ending _____

HEREFORE, Be it resolved by the Board of Education of said district as follows:
Section 2: That the following budget containing an estimate of amounts available in each Fund, separately, and expenditures from each be The budget shall be approved and signed below by members of the School Board. Adopted this day of _____, 20__ 21 by a roll call vote of _____ Yeas, and _____ Nays, to wit:

** MEMBERS VOTING YEA:	** MEMBERS VOTING NAY:

* Based on the 23 Illinois Administrative Code-Part 100 and inconformity with Section 17-1 of the School Code.
** Type in the members who voted "YEA" nor "NAY". Actual school board member signatures are not required for electronic submission.

- (1) A certified copy of this document must be filed with the county clerk within 30 days of adoption as required by Section 18-50 of the Property Tax Code (35 ILCS 200/18-50).
- (2) Districts are required to submit the adopted/amended budget electronically to ISBE within 30 days of adoption or by October 30, whichever comes first. Budgets are submitted to **School Finance Report (SFR)**: <https://sec1.isbe.net/attachmgr/default.aspx>
Please type the member signatures before submitting to ISBE. We do not accept PDF copies.

<i>Begin entering data on EstRev 5-10 and EstExp 11-17 tabs.</i>										
Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations & Maintenance	(30) Debt Service	(40) Transportation	(50) Municipal Retirement/ Social Security	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention & Safety
ESTIMATED BEGINNING FUND BALANCE July 1, 2021 ¹ (without Student		8,300,000	198,900	0	0	0	0	0	0	0
RECEIPTS/REVENUES (without Student Activity Funds)										
LOCAL SOURCES	1000	26,050,243	200,000	0	0	0	0	0	0	0
FLOW-THROUGH RECEIPTS/REVENUES FROM ONE	2000	836,296	0	0	0	0	0	0	0	0
STATE SOURCES	3000	3,180,871	20,000	0	0	0	0	0	0	0
FEDERAL SOURCES	4000	2,144,506	0	0	0	0	0	0	0	0
Total Direct Receipts/Revenues ⁸		32,211,916	220,000	0	0	0	0	0	0	0
Receipts/Revenues for "On Behalf" Payments ²	3998	5,374,000								
Total Receipts/Revenues		37,585,916	220,000	0	0	0	0	0	0	0
DISBURSEMENTS/EXPENDITURES (without Student Activity Funds)										
INSTRUCTION	1000	17,740,479				0			0	
SUPPORT SERVICES	2000	13,994,618	121,100		0	0	0		0	0
COMMUNITY SERVICES	3000	0	0		0	0			0	
PAYMENTS TO OTHER DISTRICTS & GOVT UNITS	4000	0	0	0	0	0	0		0	0
DEBT SERVICES	5000	0	0	0	0	0			0	0
PROVISION FOR CONTINGENCIES	6000	0	0	0	0	0	0		0	0
Total Direct Disbursements/Expenditures ⁹		31,735,097	121,100	0	0	0	0		0	0
Disbursements/Expenditures for "On Behalf" Payments ²	4180	5,374,000	0	0	0	0	0		0	0
Total Disbursements/Expenditures		37,109,097	121,100	0	0	0	0		0	0
Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		476,819	98,900	0	0	0	0	0	0	0
OTHER SOURCES/USES OF FUNDS										
OTHER SOURCES OF FUNDS (7000)										
PERMANENT TRANSFER FROM VARIOUS FUNDS										
Abolishment the Working Cash Fund ¹⁶	7110									
Abatement of the Working Cash Fund ¹⁶	7110									
Transfer of Working Cash Fund Interest	7120									
Transfer Among Funds	7130									
Transfer of Interest	7140									
Transfer from Capital Projects Fund to O&M Fund	7150		0							
Transfer of Excess Fire Prev. & Safety Tax & Interest ³ Proceeds to O&M Fund	7160		0							
Transfer of Excess Accumulated Fire Prev. & Safety Bond and Int. ^{3a} Proceeds to	7170			0						
SALE OF BONDS (7200)										
Principal on Bonds Sold ⁴	7210									
Premium on Bonds Sold	7220									
Accrued Interest on Bonds Sold	7230									
Sale or Compensation for Fixed Assets ⁵	7300									
Transfer to Debt Service to Pay Principal on Capital Leases	7400			0						
Transfer to Debt Service Fund to Pay Interest on Capital Leases	7500			0						
Transfer to Debt Service Fund to Pay Principal on Revenue Bonds	7600			0						
Transfer to Debt Service Fund to Pay Interest on Revenue Bonds	7700			0						
Transfer to Capital Projects Fund	7800					0				
ISBE Loan Proceeds	7900									
Other Sources Not Classified Elsewhere	7990									
Total Other Sources of Funds ⁸		0	0	0	0	0	0	0	0	0
OTHER USES OF FUNDS (8000)										
TRANSFER TO VARIOUS OTHER FUNDS (8100)										
Abolishment or Abatement of the Working Cash Fund ¹⁶	8110							0		
Transfer of Working Cash Fund Interest	8120							0		
Transfer Among Funds	8130									
Transfer of Interest ⁶	8140									
Transfer from Capital Projects Fund to O&M Fund	8150									
Transfer of Excess Fire Prev. & Safety Tax & Interest ³ Proceeds to O&M Fund	8160									
Transfer of Excess Accumulated Fire Prev. & Safety Bond ^{3a} and	8170									
Taxes Pledged to Pay Principal on Capital Leases	8410									
Grants/Reimbursements Pledged to Pay Principal on Capital Leases	8420									
Other Revenues Pledged to Pay Principal on Capital Leases	8430									
Fund Balance Transfers Pledged to Pay Principal on Capital Leases	8440									
Taxes Pledged to Pay Interest on Capital Leases	8510									
Grants/Reimbursements Pledged to Pay Interest on Capital Leases	8520									
Other Revenues Pledged to Pay Interest on Capital Leases	8530									
Fund Balance Transfers Pledged to Pay Interest on Capital Leases	8540									
Taxes Pledged to Pay Principal on Revenue Bonds	8610									
Grants/Reimbursements Pledged to Pay Principal on Revenue Bonds	8620									
Other Revenues Pledged to Pay Principal on Revenue Bonds	8630									
Fund Balance Transfers Pledged to Pay Principal on Revenue Bonds	8640									
Taxes Pledged to Pay Interest on Revenue Bonds	8710									

Grants/Reimbursements Pledged to Pay Interest on Revenue Bonds	8720											
Other Revenues Pledged to Pay Interest on Revenue Bonds	8730											
Fund Balance Transfers Pledged to Pay Interest on Revenue Bonds	8740											
Taxes Transferred to Pay for Capital Projects	8810											
Grants/Reimbursements Pledged to Pay for Capital Projects	8820											
Other Revenues Pledged to Pay for Capital Projects	8830											
Fund Balance Transfers Pledged to Pay for Capital Projects	8840											
Transfer to Debt Service Fund to Pay Principal on ISRF Loans	8910											
Other Uses Not Classified Elsewhere	8990											
Total Other Uses of Funds		0	0	0	0	0	0	0	0	0	0	0
Total Other Sources/Uses of Fund		0	0	0	0	0	0	0	0	0	0	0
ESTIMATED ENDING FUND BALANCE June 30, 2022 (Without Student Activity)		8,776,819	297,800	0	0	0	0	0	0	0	0	0
Student Activity ESTIMATED BEGINNING FUND BALANCE July 1, 2021		0										
RECEIPTS/REVENUES (For Student Activity Funds)												
Total Student Activity Direct Receipts/Revenues (Local Sources)	1700	0										
DISBURSEMENTS/EXPENDITURES (For Student Activity Funds)												
Total Student Activity Direct Disbursements/Expenditures	1999	0										
Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		0										
Student Activity ESTIMATED ENDING FUND BALANCE June 30, 2022		0										
Total ESTIMATED BEGINNING FUND BALANCE July 1, 2021 (All Sources)		8,300,000	198,900	0	0	0	0	0	0	0	0	0
RECEIPTS/REVENUES (All Sources with Student Activity Funds)												
LOCAL SOURCES	1000	26,050,243	200,000	0	0	0	0	0	0	0	0	0
FLOW-THROUGH RECEIPTS/REVENUES FROM ONE	2000	836,296	0	0	0	0	0	0	0	0	0	0
STATE SOURCES	3000	3,180,871	20,000	0	0	0	0	0	0	0	0	0
FEDERAL SOURCES	4000	2,144,506	0	0	0	0	0	0	0	0	0	0
Total Direct Receipts/Revenues⁸		32,211,916	220,000	0	0	0	0	0	0	0	0	0
Receipts/Revenues for "On Behalf" Payments⁴	3998	5,374,000	0	0	0	0	0	0	0	0	0	0
Total Receipts/Revenues		37,585,916	220,000	0	0	0	0	0	0	0	0	0
DISBURSEMENTS/EXPENDITURES (All Sources with Student Activity Funds)												
INSTRUCTION	1000	17,740,479				0				0		
SUPPORT SERVICES	2000	13,994,618	121,100		0	0	0			0		0
COMMUNITY SERVICES	3000	0	0		0	0				0		0
PAYMENTS TO OTHER DISTRICTS & GOVT UNITS	4000	0	0	0	0	0	0			0		0
DEBT SERVICES	5000	0	0	0	0	0				0		0
PROVISION FOR CONTINGENCIES	6000	0	0	0	0	0	0			0		0
Total Direct Disbursements/Expenditures⁹		31,735,097	121,100	0	0	0	0			0		0
Disbursements/Expenditures for "On Behalf" Payments²	4180	5,374,000	0	0	0	0	0			0		0
Total Disbursements/Expenditures		37,109,097	121,100	0	0	0	0			0		0
Excess of Direct Receipts/Revenues Over (Under) Direct Disbursements/Expenditures		476,819	98,900	0	0	0	0	0	0	0	0	0
OTHER SOURCES/USES OF FUNDS												
OTHER SOURCES OF FUNDS (7000)												
Total Other Sources of Funds⁸		0	0	0	0	0	0	0	0	0	0	0
OTHER USES OF FUNDS (8000)												
Total Other Uses of Funds⁹		0	0	0	0	0	0	0	0	0	0	0
Total Other Sources/Uses of Fund		0	0	0	0	0	0	0	0	0	0	0
ESTIMATED ENDING FUND BALANCE June 30, 2022 (All Sources With student)		8,776,819	297,800	0	0	0	0	0	0	0	0	0

SUMMARY OF EXPENDITURES Without Student Activity Funds (by Major Object)											
Description	Acct	(10) Educational	(20) Operations &	(30) Debt Service	(40) Transportation	(50) Municipal	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention &	Total By Object
Salaries	100	18,890,254	0		0		0		0	0	18,890,254
Employee Benefits	200	5,261,230	0		0	0	0		0	0	5,261,230
Purchased Services	300	6,517,543	0	0	0		0		0	0	6,517,543
Supplies & Materials	400	752,320	0		0		0		0	0	752,320
Capital Outlay	500	87,060	121,000		0		0		0	0	208,060
Other Objects	600	0	0	0	0	0	0		0	0	0
Non-Capitalized Equipment	700	226,690	100		0		0		0	0	226,790
Termination Benefits	800	0	0		0		0		0	0	0
Total Expenditures		31,735,097	121,100	0	0	0	0	0	0	0	31,856,197

Description: Enter Whole Numbers Only	Acct #	(10) Educational	(20) Operations &	(30) Debt Service	(40) Transportation	(50) Municipal	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention &
BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷ (Without Student Activity Funds)		13,916,732	0							
Total Direct Receipts & Other Sources ⁸		32,211,916	220,000	0	0	0	0	0	0	0
OTHER RECEIPTS										
Interfund Loans Payable (Loans from Other Funds)	411									
Interfund Loans Receivable (Repayment of Loans)	141									
Notes and Warrants Payable	433									
Other Current Assets	199									
Total Other Receipts		0	0	0	0	0	0	0	0	0
Total Direct Receipts, Other Sources, & Other Receipts		32,211,916	220,000	0	0	0	0	0	0	0
Total Amount Available		46,128,648	220,000	0	0	0	0	0	0	0
Total Direct Disbursements & Other Uses ⁹		31,735,097	121,100	0	0	0	0	0	0	0
OTHER DISBURSEMENTS										
Interfund Loans Receivable (Loans to Other Funds) ¹⁰	141									
Interfund Loans Payable (Repayment of Loans)	411									
Notes and Warrants Payable	433									
Other Current Liabilities	499									
Total Other Disbursements		0	0	0	0	0	0	0	0	0
Total Direct Disbursements, Other Uses, & Other Disbursements		31,735,097	121,100	0	0	0	0	0	0	0
ENDING CASH BALANCE ON HAND June 30, 2022 ⁷ (Without Student Activity Funds)		14,393,551	98,900	0	0	0	0	0	0	0
Activity Funds BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷		0								
Total Direct Receipts & Other Sources ⁸		0								
Total Amount Available		0								
Total Direct Disbursements & Other Uses ⁹		0								
Activity funds ENDING CASH BALANCE ON HAND June 30, 2022 ⁷		0								
Total BEGINNING CASH BALANCE ON HAND July 1, 2021 ⁷ (With Student		13,916,732	0	0	0	0	0	0	0	0
Total Direct Receipts & Other Sources ⁸		32,211,916	220,000	0	0	0	0	0	0	0
Total Other Receipts		0	0	0	0	0	0	0	0	0
Total Direct Receipts, Other Sources, & Other Receipts		32,211,916	220,000	0	0	0	0	0	0	0
Total Amount Available		46,128,648	220,000	0	0	0	0	0	0	0
Total Direct Disbursements & Other Uses ⁹		31,735,097	121,100	0	0	0	0	0	0	0
Total Other Disbursements		0	0	0	0	0	0	0	0	0
Total Direct Disbursements, Other Uses, & Other Disbursements		31,735,097	121,100	0	0	0	0	0	0	0
Total ENDING CASH BALANCE ON HAND June 30, 2022 ⁷ (With Student Activity Funds)		14,393,551	98,900	0	0	0	0	0	0	0

Description: Enter Whole Numbers Only	Acct	(10) Educational	(20) Operations &	(30) Debt Service	(40) Transportation	(50) Municipal	(60) Capital Projects	(70) Working Cash	(80) Tort	(90) Fire Prevention &
RECEIPTS/REVENUES FROM LOCAL SOURCES (1000)										
AD VALOREM TAXES LEVIED BY LOCAL EDUCATION AGENCY	1100									
Designated Purposes Levies ¹¹ (1110-1120)	-									
Leasing Purposes Levy ¹²	1130									
Special Education Purposes Levy	1140									
FICA and Medicare Only Levies	1150									
Area Vocational Construction Purposes Levy	1160									
Summer School Purposes Levy	1170									
Other Tax Levies (Describe & Itemize)	1190									
Total Ad Valorem Taxes Levied by District		0	0	0	0	0	0	0	0	0
PAYMENTS IN LIEU OF TAXES	1200									
Mobile Home Privilege Tax	1210									
Payments from Local Housing Authority	1220									
Corporate Personal Property Replacement Taxes ¹³	1230									
Other Payments in Lieu of Taxes (Describe & Itemize)	1290									
Total Payments in Lieu of Taxes		0	0	0	0	0	0	0	0	0
TUITION	1300									
Regular Tuition from Pupils or Parents (In State)	1311									
Regular Tuition from Other Districts (In State)	1312									
Regular Tuition from Other Sources (In State)	1313									
Regular Tuition from Other Sources (Out of State)	1314									
Summer School Tuition from Pupils or Parents (In State)	1321									
Summer School Tuition from Other Districts (In State)	1322	300,000								
Summer School Tuition from Other Sources (In State)	1323									
Summer School Tuition from Other Sources (Out of State)	1324									
CTE Tuition from Pupils or Parents (In State)	1331									
CTE Tuition from Other Districts (In State)	1332									
CTE Tuition from Other Sources (In State)	1333									
CTE Tuition from Other Sources (Out of State)	1334									
Special Education Tuition from Pupils or Parents (In State)	1341									
Special Education Tuition from Other Districts (In State)	1342	14,599,879								
Special Education Tuition from Other Sources (In State)	1343									
Special Education Tuition from Other Sources (Out of State)	1344									
Adult Tuition from Pupils or Parents (In State)	1351									
Adult Tuition from Other Districts (In State)	1352									
Adult Tuition from Other Sources (In State)	1353									
Adult Tuition from Other Sources (Out of State)	1354									
Total Tuition		14,899,879								
TRANSPORTATION FEES	1400									
Regular Transportation Fees from Pupils or Parents (In State)	1411									
Regular Transportation Fees from Other Districts (In State)	1412									
Regular Transportation Fees from Other Sources (In State)	1413									
Regular Transportation Fees from Co-curricular Activities (In State)	1415									
Regular Transportation Fees from Other Sources (Out of State)	1416									
Summer School Transportation Fees from Pupils or Parents (In State)	1421									
Summer School Transportation Fees from Other Districts (In State)	1422									
Summer School Transportation Fees from Other Sources (In State)	1423									
Summer School Transportation Fees from Other Sources (Out of State)	1424									
CTE Transportation Fees from Pupils or Parents (In State)	1431									
CTE Transportation Fees from Other Districts (In State)	1432									
CTE Transportation Fees from Other Sources (In State)	1433									
CTE Transportation Fees from Other Sources (Out of State)	1434									
Special Education Transportation Fees from Pupils or Parents (In State)	1441									
Special Education Transportation Fees from Other Districts (In State)	1442									
Special Education Transportation Fees from Other Sources (In State)	1443									
Special Education Transportation Fees from Other Sources (Out of State)	1444									
Adult Transportation Fees from Pupils or Parents (In State)	1451									
Adult Transportation Fees from Other Districts (In State)	1452									
Adult Transportation Fees from Other Sources (In State)	1453									
Adult Transportation Fees from Other Sources (Out of State)	1454									
Total Transportation Fees					0					

Total Unrestricted Grants-In-Aid		2,799,607	20,000	0	0	0	0	0	0	0
RESTRICTED GRANTS-IN-AID (3100-3900)										
SPECIAL EDUCATION										
Special Education - Private Facility Tuition	3100									
Special Education - Funding for Children Requiring Sp Ed Services	3105									
Special Education - Personnel	3110									
Special Education - Orphanage - Individual	3120									
Special Education - Orphanage - Summer Individual	3130									
Special Education - Summer School	3145									
Special Education - Other (Describe & Itemize)	3199									
Total Special Education		0	0		0					
CAREER AND TECHNICAL EDUCATION (CTE)										
CTE - Technical Education - Tech Prep	3200									
CTE - Secondary Program Improvement (CTEI)	3220									
CTE - WECEP	3225									
CTE - Agriculture Education	3235									
CTE - Instructor Practicum	3240									
CTE - Student Organizations	3270									
CTE - Other (Describe & Itemize)	3299									
Total Career and Technical Education		0	0		0					
BILINGUAL EDUCATION										
Bilingual Education - Downstate - TPI and TBE	3305									
Bilingual Education - Downstate - Transitional Bilingual Education	3310									
Total Bilingual Education		0			0					
State Free Lunch & Breakfast	3360	1,264								
School Breakfast Initiative	3365									
Driver Education	3370									
Adult Education (from ICCB)	3410									
Adult Education - Other (Describe & Itemize)	3499									
TRANSPORTATION										
Transportation - Regular and Vocational	3500									
Transportation - Special Education	3510	380,000								
Transportation - Other (Describe & Itemize)	3599									
Total Transportation		380,000	0		0	0				
Learning Improvement - Change Grants	3610									
Scientific Literacy	3660									
Truant Alternative/Optional Education	3695									
Early Childhood - Block Grant	3705									
Chicago General Education Block Grant	3766									
Chicago Educational Services Block Grant	3767									
School Safety & Educational Improvement Block Grant	3775									
Technology - Technology for Success	3780									
State Charter Schools	3815									
Extended Learning Opportunities - Summer Bridges	3825									
Infrastructure Improvements - Planning/Construction	3920									
School Infrastructure - Maintenance Projects	3925									
Other Restricted Revenue from State Sources (Describe & Itemize)	3999									
Total Restricted Grants-In-Aid		381,264	0	0	0	0	0	0	0	0
Total Receipts/Revenues from State Sources	3000	3,180,871	20,000	0	0	0	0	0	0	0
RECEIPTS/REVENUES FROM FEDERAL SOURCES (4000)										
UNRESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT. (4001-4009)										
Federal Impact Aid	4001									
Other Unrestricted Grants-In-Aid Received Directly from the Federal Govt. (Describe & Itemize)	4009									
Total Unrestricted Grants-In-Aid Received Directly from Fed Govt		0	0	0	0	0	0	0	0	0
RESTRICTED GRANTS-IN-AID RECEIVED DIRECTLY FROM FEDERAL GOVT (4045-4090)										
Head Start	4045									
Construction (Impact Aid)	4050									
MAGNET	4060									
Other Restricted Grants-In-Aid Received Directly from Federal Govt.	4090									
Total Restricted Grants-In-Aid Received Directly from Federal Govt.		0	0		0	0	0			0

RESTRICTED GRANTS-IN-AID RECEIVED FROM FEDERAL GOVT. THRU THE STATE (4100-4999)									
TITLE V									
Title V - Flexibility and Accountability	4100								
Title V - SEA Projects	4105								
Title V - Rural Education Initiative (REI)	4107								
Title V - Other (Describe & Itemize)	4199								
Total Title V		0	0			0	0		
FOOD SERVICE									
Breakfast Start-Up Expansion	4200								
National School Lunch Program	4210	138,752							
Special Milk Program	4215								
School Breakfast Program	4220	20,500							
Summer Food Service Admin/Program	4225								
Child and Adult Care Food Program	4226								
Fresh Fruit and Vegetables	4240								
Food Service - Other (Describe & Itemize)	4299								
Total Food Service		159,252					0		
TITLE I									
Title I - Low Income	4300								
Title I - Low Income - Neglected, Private	4305								
Title I - Migrant Education	4340								
Title I - Other (Describe & Itemize)	4399								
Total Title I		0	0			0	0		
TITLE IV									
Title IV - Student Support & Academic Enrichment Grant	4400								
Title IV - 21st Century	4421								
Title IV - Other (Describe & Itemize)	4499								
Total Title IV		0	0			0	0		
FEDERAL - SPECIAL EDUCATION									
Federal Special Education - Preschool Flow-Through	4600								
Federal Special Education - Preschool Discretionary	4605	480,000							
Federal Special Education - IDEA Flow Through	4620								
Federal Special Education - IDEA Room & Board	4625								
Federal Special Education - IDEA Discretionary	4630								
Federal Special Education - IDEA - Other (Describe & Itemize)	4699								
Total Federal Special Education		480,000	0			0	0		
CTE - PERKINS									
CTE - Perkins-Title III E Tech Prep	4770								
CTE - Other (Describe & Itemize)	4799								
Total CTE - Perkins		0	0				0		
Federal - Adult Education	4810								
ARRA - General State Aid - Education Stabilization	4850								
ARRA - Title I - Low Income	4851								
ARRA - Title I - Neglected, Private	4852								
ARRA - Title I - Delinquent, Private	4853								
ARRA - Title I - School Improvement (Part A)	4854								
ARRA - Title I - School Improvement (Section 1003g)	4855								
ARRA - IDEA - Part B - Preschool	4856								
ARRA - IDEA - Part B - Flow-Through	4857								
ARRA - Title IID - Technology - Formula	4860								
ARRA - Title IID - Technology - Competitive	4861								
ARRA - McKinney - Vento Homeless Education	4862								
ARRA - Child Nutrition Equipment Assistance	4863								
Impact Aid Formula Grants	4864								
Impact Aid Competitive Grants	4865								
Qualified Zone Academy Bond Tax Credits	4866								
Qualified School Construction Bond Credits	4867								
Build America Bond Tax Credits	4868								
Build America Bond Interest Reimbursement	4869								
ARRA - General State Aid - Other Government Services Stabilization	4870								
Other ARRA Funds - II	4871								
Other ARRA Funds - III	4872								

Other ARRA Funds - IV	4873										
Other ARRA Funds - V	4874										
ARRA - Early Childhood	4875										
Other ARRA Funds - VII	4876										
Other ARRA Funds - VIII	4877										
Other ARRA Funds - IX	4878										
Other ARRA Funds - X	4879										
Other ARRA Funds - Ed Job Fund Program	4880										
Total Stimulus Programs		0	0	0	0	0	0	0	0	0	0
Race to the Top Program	4901										
Race to the Top - Preschool Expansion Grant	4902										
Title III - Instruction for English Learners & Immigrant Students	4905										
Title III - English Language Acquisition	4909										
McKinney Education for Homeless Children	4920										
Title II - Eisenhower - Professional Development Formula	4930										
Title II - Teacher Quality	4932										
Federal Charter Schools	4960										
State Assessment Grants	4981										
Grant for State Assessments and Related Activities	4982										
Medicaid Matching Funds - Administrative Outreach	4991	200,000									
Medicaid Matching Funds - Fee-For-Service Program	4992	915,254									
Other Restricted Grants Received from Federal Government through State (Describe &	4998	390,000									
Total Restricted Grants-In-Aid Received from Federal Govt. Thru the State		2,144,506	0	0	0	0	0	0	0	0	0
TOTAL RECEIPTS/REVENUES FROM FEDERAL SOURCES	4000	2,144,506	0	0	0	0	0	0	0	0	0
TOTAL DIRECT RECEIPTS/REVENUES (without Student Activity Funds 1799)		32,211,916	220,000	0	0	0	0	0	0	0	0
TOTAL DIRECT RECEIPTS/REVENUES (with Student Activity Funds 1799)		32,211,916									

Description: Enter Whole Numbers Only	Funct	(100) Salaries	(200) Employee	(300) Purchased	(400) Supplies &	(500) Capital Outlay	(600) Other Objects	(700) Non-Capitalized	(800) Termination	(900) Total
10 - EDUCATIONAL FUND (ED)	1000									
INSTRUCTION (ED)	1000									
Regular Programs	1100									0
Tuition Payment to Charter Schools	1111									0
Pre-K Programs	1125									0
Special Education Programs (Functions 1200 - 1220)	1200	11,065,528	3,099,469	2,588,775	287,780	8,000	0	43,200	0	17,096,772
Special Education Programs Pre-K	1225									0
Remedial and Supplemental Programs K-12	1275									0
Remedial and Supplemental Programs Pre-K	1276									0
Adult/Continue Education Programs	1400	75,475	21,133	159,507	31,255	0	0	0	0	287,370
CTE Programs	1400									0
Interdisciplinary Programs	1600									0
Summer School Programs	1600	245,602	42,125	34,300	26,820	7,510	0	0	0	356,357
Gifted Programs	1800									0
On-site Education Programs	1900									0
Bilingual Programs	1900									0
Tuition Alternative & Optional Programs	1910									0
Pre-K Programs - Private Tuition	1911									0
Regular K-12 Programs - Private Tuition	1912									0
Special Education Programs K-12 Private Tuition	1913									0
Special Education Programs Pre-K Tuition	1914									0
Remedial/Supplemental Programs K-12 Private Tuition	1915									0
Remedial/Supplemental Programs Pre-K Private Tuition	1916									0
Adult/Continue Education Programs Private Tuition	1917									0
CTE Programs Private Tuition	1918									0
Interdisciplinary Programs Private Tuition	1919									0
Summer School Programs Private Tuition	1920									0
Gifted Programs Private Tuition	1921									0
Bilingual Programs Private Tuition	1922									0
Tuition Alternative/Out-Ed Programs Private Tuition	1923									0
Student Activity Fund Expenditures	2999									0
Total Instructional Expenditures (without Student Activity Funds 1999)	1000	11,390,605	3,162,727	2,782,582	345,855	15,510	0	43,200	0	17,740,479
Total Instructional Expenditures (with Student Activity Funds 1999)	1000	11,390,605	3,162,727	2,782,582	345,855	15,510	0	43,200	0	17,740,479
SUPPORT SERVICES (ED)	2000									
Support Services - Pupil	2100									
Attendance & Social Work Services	2110									0
Guidance Services	2120									0
Health Services	2130	4,374,404	1,224,833	693,877	25,250	20,000	0	5,000	0	6,343,364
Speech Pathology & Audiology Services	2150	146,650	41,062	21,100	4,600	22,050	0	10,000	0	245,462
Other Support Services - Pupil (Describe & Itemize)	2199									0
Total Support Services - Pupil	2100	4,521,054	1,265,895	714,977	29,850	42,050	0	15,000	0	6,588,826
Support Services - Instructional Staff	2200									
Improvement of Instruction Services	2210	1,398,506	391,582	383,578	98,115	0	0	3,000	0	2,274,781
Educational Media Services	2220									0
Assessment & Testing	2230									0
Total Support Services - Instructional Staff	2200	1,398,506	391,582	383,578	98,115	0	0	3,000	0	2,274,781
Support Services - General Administration	2300									
Board of Education Services	2310			9,200						9,200
Executive Administration Services	2320	421,929	118,140	376,285	53,000	0	0	0	0	969,354
Special Area Administration Services	2330	58,081	16,263	2,098	800	0	0	0	0	77,342
Tort Immunity Services	2340									0
Total Support Services - General Administration	2300	480,010	134,403	387,583	53,800	0	0	0	0	1,055,796
Support Services - School Administration	2400									
Office of the Principal Services	2410									0
Other Support Services - School Administration (Describe & Itemize)	2499									0
Total Support Services - School Administration	2400	0	0	0	0	0	0	0	0	0
Support Services - Business	2500									
Director of Business Support Services	2510	140,000	27,800	7,500	1,000	0	0	0	0	186,300
Fiscal Services	2520	190,413	53,316	189,249	2,400	0	0	0	0	435,578
Operation & Maintenance of Plant Services	2530	47,996	13,387	389,380	23,500	0	1,000	0	0	673,763
Pupil Transportation Services	2550	194,004	54,321	228,500	46,000	25,000	0	0	0	547,825
Food Services	2560	22,760	6,373	107,500	500	0	0	0	0	137,133
Internal Services	2570									0
Total Support Services - Business	2500	584,273	164,997	1,122,129	73,200	25,000	0	1,000	0	1,980,599
Support Services - Central	2600									
Direction of Central Support Services	2610									0
Planning, Research, Development & Evaluation Services	2620									0
Information Services	2630									0
Staff Services	2640	332,193	93,014	150,030	20,000	4,500	0	0	0	600,137
Data Processing Services	2660	173,613	48,612	976,064	131,500	0	164,490	0	0	1,494,279
Total Support Services - Central	2600	505,806	141,626	1,126,694	151,500	4,500	164,490	0	0	2,094,626
Other Support Services (Describe & Itemize)	2900									
Total Support Services	2000	7,499,649	2,098,503	3,734,964	406,465	71,550	0	183,490	0	13,994,618
COMMUNITY SERVICES (ED)	3000									
PAYMENTS TO OTHER DIST & GOVT UNITS (ED)	4000									
Payments for Regular Programs	4110									0
Payments for Special Education Programs	4120									0
Payments for Adult/Continue Education Programs	4130									0
Payments for CTE Programs	4140									0
Payments for Community College Programs	4170									0
Other Payments to In-State Govt Units (Describe & Itemize)	4190									0
Total Payments to Other Dist & Govt Units (In-State)	4100			0			0			0
Payments for Regular Programs - Tuition	4210									0
Payments for Special Education Programs - Tuition	4220									0
Payments for Adult/Continue Education Programs - Tuition	4230									0
Payments for CTE Programs - Tuition	4240									0
Payments for Community College Programs - Tuition	4270									0
Payments for Other Programs - Tuition	4290									0
Other Payments to In-State Govt Units (Describe & Itemize)	4299									0
Total Payments to Other Dist & Govt Units - Tuition (In-State)	4200						0			0
Payments for Regular Programs - Transfers	4310									0
Payments for Special Education Programs - Transfers	4320									0
Payments for Adult/Continue Education Programs - Transfers	4330									0
Payments for CTE Programs - Transfers	4340									0
Payments for Community College Programs - Transfers	4370									0
Payments for Other Programs - Transfers	4380									0
Other Payments to In-State Govt Units - Transfers (Describe & Itemize)	4390									0
Total Payments to Other Dist & Govt Units - Transfers (In-State)	4300			0			0			0
Payments to Other Dist & Govt Units (Out of State)	4400									0
Total Payments to Other Dist & Govt Units	4000			0			0			0
DEBT SERVICE (ED)	5000									
Debt Service - Interest on Short-Term Debt	5100									
Tax Anticipation Warrants	5110									0
Tax Anticipation Notes	5120									0
Corporate Personal Property Appl Tax Anticipation Notes	5130									0
State Aid Anticipation Certificates	5140									0
Other Interest on Short-Term Debt (Describe & Itemize)	5150									0
Total Debt Service - Interest on Short-Term Debt	5100									0
Debt Service - Interest on Long-Term Debt	5200									
Total Debt Service	5000									0
PROVISION FOR CONTINGENCIES (ED)	6000									
Total Direct Disbursements/Expenditures (without Student Activity Funds 1999)		18,890,254	5,261,230	6,517,543	752,320	87,000	0	226,690	0	31,735,097
Total Direct Disbursements/Expenditures (with Student Activity Funds 1999)		18,890,254	5,261,230	6,517,543	752,320	87,000	0	226,690	0	31,735,097
Shortfall (Deficiency of Receipts/Revenues Over Disbursements/Expenditures Without Excess (Deficiency of Receipts/Revenues Over Disbursements/Expenditures 1999)										476,819
20 - OPERATIONS AND MAINTENANCE FUND (O&M)	2000									
SUPPORT SERVICES (O&M)	2000									
Support Services - Pupil	2100									
Other Support Services - Pupil (Describe & Itemize)	2199									0
Support Services - Business	2500									
Director of Business Support Services	2510									0
Facilities Acquisition & Construction Services	2530	0	0	0	0	121,000	0	100	0	121,100
Operation & Maintenance of Plant Services	2540									0
Pupil Transportation Services	2550									0
Food Services	2560									0
Total Support Services - Business	2500	0	0	0	0	121,000	0	100	0	121,100
Other Support Services (Describe & Itemize)	2900									
Total Support Services	2000	0	0	0	0	121,000	0	100	0	121,100
COMMUNITY SERVICES (O&M)	3000									

This page is provided for detailed itemizations as requested within the body of the Report.

- 1.
- 2.
- 3.
- 4.

Reference Description

- 1 Each fund balance should correspond to the fund balance reflected on the books as of June 30th - Balance Sheet Accounts #120 and #130 (audit figures, if available).
- 2 Accounting and Financial Reporting for Certain Grants and Other Financial Assistance. The "On-Behalf" Payments should only be reflected on this page (Budget Summary, Lines 10 and 20).
- 3 Requires the secretary of the school board to notify the county clerk (within 30 days of the transfer approval) to abate an equal amount of taxes to be next extended. See Sec. 10-22.14 & 17-2.11.
- 3a Requires notification to the county clerk to abate an equal amount from taxes next extended. See section 10-22.14
- 4 Principal on Bonds Sold:
 - (1) Funding Bonds are to be entered in the fund or funds in which the liability occurs.
 - (2) Refunding Bonds can be entered in the Debt Services Fund only.
 - (3) Building Bonds can be entered in the Capital Projects Fund only.
 - (4) Fire Prevention and Safety Bonds can be entered in the Fire Prevention & Safety Fund only.
- 5 The proceeds from the sale of school sites, buildings, or other real estate shall be used first to pay the principal and interest on any outstanding bonds on the property being sold, and after all such bonds have been retired, the remaining proceeds from the sale next shall be used by the school board to meet any urgent district needs as determined under Sections 2-3.12 and 17-2.11 of the School Code. Once these issues have been addressed, any remaining proceeds may be used for any other authorized purpose and for deposit into any district fund.
- 6 The School Code, Section 10-22.44 prohibits the transfer of interest earned on the investment of "any funds for purposes of Illinois Municipal Retirement under the Pension Code." This prohibition does not include funds for Social Security and Medicare-only purposes. For additional requirements on interest earnings, see 23 Illinois Administrative Code, Part 100, Section 100.50.
- 7 Cash plus investments must be greater than or equal to zero.
- 8 For cash basis budgets, this total will equal the Budget Summary - Total Direct Receipts/Revenues (Line 9) plus Total Other Sources of Funds (Line 46).
- 9 For cash basis budgets, this total will equal the Budget Summary - Total Direct Disbursements/Expenditures (Line 19) plus Total Other Uses of Funds (Line 79).
- 10 Working Cash Fund loans may be made to any district fund for which taxes are levied (Section 20-5 of the School Code).
- 11 Include revenue accounts 1110 through 1115, 1117, 1118 & 1120.
- 12 The School Code Section 17-2.2c. Tax for leasing educational facilities or computer technology or both, and for temporary relocation expense purposes.
- 13 Corporate personal property replacement tax revenue must be first applied to the Municipal Retirement/Social Security Fund to replace tax revenue lost due to the abolition of the corporate personal property tax (30 ILCS 115/12). This provision does not apply to taxes levied for Medicare-Only purposes.
- 14 Only tuition payments made to private facilities. See Functions 4200 or 4400 for estimated public facility disbursements/expenditures.
- 15 Payment towards the retirement of lease/purchase agreements or bonded/other indebtedness (principal only) otherwise reported within the fund - e.g.: alternate revenue bonds. (Describe & Itemize)
- 16 Only abolishment of Working Cash Fund must transfer its funds directly to the Educational Fund upon adoption of a resolution and at the close of the current school Year (see 105 ILCS 5/20-8 for further explanation)

Only abatement of working cash fund can transfer its funds to any fund in most need of money
(see 105 ILCS 5/20-10 for further explanation)

CHECK FOR ERRORS	
<p>This worksheet checks various cells to assure that selected items are in balance. Out-of-balance conditions are accompanied by an error message. Errors must be corrected before the budget is finalized and submitted to ISBE.</p>	
Budget Item References	Message
Is Deficit Reduction Plan Required? (Joint Agreements do not complete a deficit reduction plan.)	n/a
If required, is Deficit Reduction Plan Completed (Page: DefReductPlan 23-27)?	n/a
1. Cover Page - "School District or Joint Agreement" and "CASH or ACCRUAL"	
Check School District or Joint Agreement.	Joint Agreement
Check one type of Accounting Basis used on the Cover sheet.	ACCRUAL
2. Budget Summary: Other Sources (Page BudgetSum 2-3 - Acct 7000), must equal Other Uses (BudgetSum 2-3 - Acct. 8000).	
Estimated Beginning Fund Balance July,1 2021 for all Funds (Cells C3 - K3) (Line must have a number or zero. Do not leave blank.)	OK
Estimated Activity Fund Beginning Fund Balance July,1 2021 (Cell C83) (Cell must have a number or zero. Do not leave blank.)	OK
Transfer Among Funds (Funds 10, 20, 40 - Acct 7130 - Cells C29, D29, F29), must equal (Funds 10, 20 & 40 -	OK
Transfer of Interest (Funds 10 thru 90 - Acct 7140 - Cells C30:K30), must equal (Funds 10 thru 60, & 80 - Acct	OK
Transfer to Debt Service to Pay Principal on Capital Leases (Fund 30 - Acct 7400 - Cell E39) must equal (Funds	OK
Transfer to Debt Service to Pay Interest on Capital Leases (Fund 30 - Acct 7500 - Cell E40) must equal (Funds	OK
Transfer to Debt Service Fund to Pay Principal on Revenue Bonds (Fund 30 - Acct 7600 - Cell E41) must equal	OK
Transfer to Debt Service to Pay Interest on Revenue Bonds (Fund 30 - Acct 7700 - Cell E42) must equal (Funds	OK
Transfer to Capital Projects Fund (Fund 60 - Acct 7800 - Cell H43) must equal (Fund 10 & 20, Acct 8800 - Cells	OK
3. Summary of Cash Transactions: Beginning Cash Balance on Hand July 1, 2021, (CashSum 4, All Funds), cannot be negative.	
Educational (Fund 10 - Cell C3)	OK
Operations & Maintenance (Fund 20 - Cell D3)	OK
Debt Service (Fund 30 - Cell E3)	OK
Transportation (Fund 40 - Cell F3)	OK
Municipal Retirement/Social Security (Fund 50 - Cell G3)	OK
Capital Projects (Fund 60 - Cell H3)	OK
Working Cash (Fund 70 - Cell I3)	OK
Tort (Fund 80 - Cell J3)	OK
Fire Prevention & Safety (Fund 90 - Cell K3)	OK
Activity Funds (Cell C23)	OK
4. Summary of Cash Transactions: Ending Cash Balance on Hand June 30, 2022, (Page CashSum 4 - All Funds), cannot be negative.	
Educational (Fund 10 - Cell C21)	OK
Operations & Maintenance (Fund 20 - Cell D21)	OK
Debt Service (Fund 30 - Cell E21)	OK
Transportation (Fund 40 - F21)	OK
Municipal Retirement/Social Security (Fund 50 - Cell G21)	OK
Capital Projects (Fund 60 - H21)	OK
Working Cash (Fund 70 - Cell I21)	OK
Tort (Fund 80 - Cell J21)	OK
Fire Prevention & Safety (Fund 90 - Cell K21)	OK
5. Summary of Cash Transactions: Other Receipts, (Page CashSum 4), must equal Other Disbursements, (Page CashSum 4).	
Interfund Loans Payable (Funds 10:60, 80, 90 - Acct 411 - Cells C6:H6, J6:K6) must equal Interfund Loans Receivable (Funds 10:20, 40, 70 - Acct 141 - Cells C15:D15, F15, I15).	OK
Interfund Loans Receivable (Funds 10, 20, 40 & 70 - Acct 141 - Cells C7:D7, F7, I7) must equal Interfund Loans Payable (Funds 10:60, 80, 90 - Acct 411 - Cells C16:H16, J16, K16).	OK

End of Balancing

Object	100	200	300	400	500	600	700	800	Totals
Function									
1200	149,571	41,880	3,800	1,500	-	-	-	-	196,751
1206	2,186,831	612,313	448,127	20,940	-	-	-	-	3,268,211
1207	1,903,939	533,103	423,848	31,030	5,000	-	39,200	-	2,936,120
1212	2,273,759	636,652	527,600	162,130	3,000	-	-	-	3,603,141
1216	1,005,905	281,654	306,000	11,000	-	-	-	-	1,604,559
1220	3,160,763	885,014	689,400	43,950	-	-	4,000	-	4,783,127
1221	388,760	108,853	190,000	17,230	-	-	-	-	704,843
Subtotal	11,069,528	3,099,469	2,588,775	287,780	8,000	-	43,200	-	17,096,752
1459	75,475	21,133	159,507	31,255					287,370
1600	245,602	42,125	34,300	26,820	7,510	-	-	-	356,357
2130	4,374,404	1,224,833	693,877	25,250	20,000	-	5,000	-	6,343,364
2150	146,650	41,062	21,100	4,600	22,050	-	10,000	-	245,462
2210	1,398,506	391,582	383,578	98,115	-	-	3,000	-	2,274,781
2310	-	-	9,200	-	-	-	-	-	9,200
2320	421,929	118,140	376,285	53,000	-	-	-	-	969,354
2330	58,081	16,263	2,098	800	-	-	-	-	77,242
2510	140,000	37,800	7,500	1,000	-	-	-	-	186,300
2520	190,413	53,316	189,249	2,600	-	-	-	-	435,578
2540	47,096	13,187	589,380	23,100	-	-	1,000	-	673,763
2550	194,004	54,321	228,500	46,000	25,000	-	-	-	547,825
2562	22,760	6,373	107,500	500	-	-	-	-	137,133
2642	332,193	93,014	150,630	20,000	4,500	-	-	-	600,337
2660	173,613	48,612	976,064	131,500	-	-	164,490	-	1,494,279
TOTALS	18,890,254	5,261,230	6,517,543	752,320	87,060	-	226,690	-	31,735,097

LEASE

1. PARTIES: The parties to this Lease are the Board of Education Keeneyville School District #20, DuPage County, Illinois, having its principal offices at 5540 Arlington Drive East, Hanover Park, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

One additional MN classroom at Waterbury School, 355 S Rodenburg Rd, Roselle, IL

including all furnishings and ordinary school equipment present in said one (1) ~~classroom~~ classroom as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2022 and continuing until August 10, 2023. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2023. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2023 and the Lessor shall accept or decline the renewal request by April 21, 2023 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2022 through August 10, 2023) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	One MN classroom at Waterbury School	\$23,000.00
	TOTAL	\$23,000.00

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2023, to the principal office of Lessor as stated above or at such other address

as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

- a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
- b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event,

the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT:

Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. LIABILITY INSURANCE AND INDEMNIFICATION: Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASSED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a \$1,000,000 per occurrence limit, \$2,000,000 General Aggregate and \$500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASSED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

LEVEL I:

Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASED. SASED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASED technology staff except in cases of emergency. SASED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 4th day of April, 2022.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 20
5540 Arlington Drive East
Hanover Park, IL 60133

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:



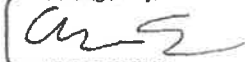
Its President

By:

SASED Executive Director

ATTEST:

DocuSigned by:



Secretary

ATTEST:

SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Westmont School District #201**, DuPage County, Illinois, having its principal offices at 133 S. Grant St., Westmont, Illinois ("Lessor"), and School Association for Special Education in DuPage County (SASED), having its principal offices at 2900 Ogden Avenue, Lisle, Illinois ("Lessee"), collectively referred to herein as the "Parties." The rights and duties of Lessee and Lessor shall be controlled by the provisions of this Lease.

2. PREMISES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises:

One DHH classroom at Westmont Jr. High School, 944 N. Oakwood Dr., Westmont, IL
One classroom at Westmont Jr. High School, 944 N. Oakwood Dr., Westmont, IL

including all furnishings and ordinary school equipment present in said two (2) classrooms as of the effective date of this Lease. Lessor shall make available when needed by Lessee on a non-exclusive basis, Lessor's programs, areas and facilities of common benefit (e.g., the gymnasium, playgrounds, parking areas, restrooms etc.). If a situation arises in which Lessor anticipates that Lessee's use of facilities of common benefit will substantially disrupt or conflict with Lessor's use, Lessor will confer with Lessee in advance to make mutually agreeable alternative arrangements.

3. TERM: This Lease shall be for a term of one year commencing on August 11, 2022 and continuing until August 10, 2023. Thereafter, the parties may mutually agree to renew this Lease for an additional consecutive school year term upon the same terms and conditions with rent to be mutually agreed upon by the parties. If the Parties cannot mutually agree on rent for the additional consecutive school year term, this Lease shall immediately terminate at midnight (12:00am) on August 11, 2023. The Lessee shall notify the Lessor of any such renewal request in writing by March 15, 2023 and the Lessor shall accept or decline the renewal request by April 21, 2023 in writing.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the initial Lease year (August 11, 2022 through August 10, 2023) it is hereby agreed that the rent amount is as follows:

	Location	
LEVEL #1 (Storage)		
LEVEL #2 (Office Space)		
LEVEL #3 (Classroom)	One DHH classroom at Westmont Jr. High School	\$23,000.00
	One classroom at Westmont Jr. High School	\$23,000.00
	TOTAL	\$46,000.00

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before January 1, 2023, to the principal office of Lessor as stated above or at such other address

as Lessor may designate.

6. REGULATION OF STUDENTS AND CLASSROOMS: Lessee shall adhere to all of Lessor's policies and procedures and applicable law during the pendency of this Lease and during any consecutive school year terms (if renewed). In addition, Lessor shall adhere to all applicable laws during pendency of this lease and during any consecutive school terms (if renewed). Lessor shall have the right to establish additional, reasonable rules and regulations governing Lessee's use of the premises, including, but not limited to:

- a. The conduct of Lessee, its agents, employees, students, or persons entering or on Lessor's premises, including that which is leased.
- b. Lessee's reasonable use of the classroom

7. ASSIGNMENT SUBLETTING: Lessee shall neither sublet the premises or any part thereof nor assign this Lease or permit by any act or default any transfer of Lessee's interest by operation of law, or offer the premises or any part thereof for lease or sublease, nor permit the use thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case, the written consent of Lessor.

8. SURRENDER OF PREMISES: Lessee shall quit and surrender the premises and the school equipment provided by Lessor at the end of the term, with all keys thereto. Lessee shall not make any alterations in the premises without the written consent of Lessor; and all alterations which may be made by either party thereto upon the premises, except movable furniture, fixtures, shelves and bulletin boards put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this Lease.

9. NO WASTE OR MISUSE: Lessee will use the building utilities in a reasonable manner. Lessee will pay all costs and/or damages to Lessor's premises caused by waste or misuse of facilities. Further, Lessee will reimburse Lessor, or bear its own cost for, repairs and/or damages to any of Lessor's property caused by Lessee or Lessee's members, volunteers, employees, students, and agents.

10. TERMINATION, ABANDONMENT, RE-ENTRY, RELETTING: At the termination of the Lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceable possession to Lessor. If Lessee defaults by failing to pay rent, or any part thereof, or by breaching any of the covenants herein, it shall be lawful for the Lessor to immediately send notice of such failure or breach to Lessee. Within 30 calendar days of the date on which such notice was sent by Lessor, Lessee shall have the right to cure such failure and/or breach. However, if Lessee fails to cure said failure or breach within 30 calendar days of the date on which such notice was sent by Lessor, the Lease will immediately terminate. In the event of such termination, Lessee will remain responsible for rent attributable to the period prior to termination. If Lessor believes that it is entitled to additional damages due to Lessee's breach and the termination, the following procedures will apply: Lessor will provide Lessee with written notice of the alleged damages. Within 14 days after the notice is received, Lessor and Lessee will convene a meeting to confer in good faith and attempt to reach agreement regarding the dispute. Participants in the meeting will include representatives with decision-making authority for each Party. In the event that the Parties are unable to reach a resolution at the meeting, Lessor may inform Lessee in writing that Lessor reasonably believes that the differences between the Parties are not likely to be resolved through further negotiations. In that event,

the Parties may agree to submit the dispute to mediation or arbitration.

11. PROPERTY INSURANCE, UTILITY SERVICE, REPAIRS AND REPLACEMENT:

Lessor assumes full responsibility for providing at its expense adequate insurance to protect the classrooms, including the contents thereof owned by Lessor; from fire, lightning, vandalism, water damage or other perils. Lessee assumes full responsibility for providing at its expense adequate insurance to protect its property within said classrooms. Lessor, at its own cost and expense, shall keep the air-conditioning, heating, electrical, plumbing and all other mechanical equipment in good repair, condition and working order and shall furnish any and all said parts, mechanisms and devices required thereof. Any major repairs or replacements to said mechanical equipment, to the roof, exterior walls and structural portions of the building, shall be made by the Lessor. Lessee shall, at the expiration of the term of the Lease return the leased premises to Lessor in the same condition as received by Lessee at the commencement of the term of this Lease, ordinary wear and tear and acts of God excepted. Any repairs or replacements made necessary by the damage, waste, or misuse of the premises by Lessee, its agents, employees, volunteers, or students, shall be made promptly by the Lessee, at its own expense and in a manner to prevent liens from attaching as a result thereof.

12. LIABILITY INSURANCE AND INDEMNIFICATION: Lessor shall maintain adequate Liability insurance to insure against claims for bodily injury including Sexual Misconduct and property damage resulting from the use of the Lessor's premises. Said Liability insurance shall name SASSED, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis. In addition, Lessee shall purchase General Liability coverage with a \$1,000,000 per occurrence limit, \$2,000,000 General Aggregate and \$500,000 Damage to Rented Premises Each Occurrence limit. Said General Liability coverage should name the Lessor and its members, agents, and employees as additional insureds on a primary and non-contributory basis to insure against any claim or claims brought by any party or parties against Lessor for bodily injury, including Sexual Misconduct, resulting from acts occasioned by any negligence or recklessness or willful conduct of Lessee, its agents, employees, students, or other persons on Lessor's premises, including that leased to Lessee, for Lessee's purposes. Certificates of Insurance for both Lessee or Lessor shall be on file at SASSED offices and Lessor's offices. All insurance required of Lessee pursuant to this Lease must not be cancelled or altered unless the insureds are given at least 30 calendar days' prior written notice of such cancellation or alteration.

Each party to this Lease agrees to indemnify, defend and hold harmless the other party and its Board(s), Board members, employees, volunteers and agents, against and from any and all liabilities, damages, claims, demands, judgements, causes of action, costs, expense (including reasonable attorneys' fees), and losses (collectively "Loss") arising directly or indirectly in connection with or as a result of this Lease, but only to the extent the Loss is caused solely by a negligent act or omission of the indemnifying party or its Board, Board members, employees, volunteers, agents, and students.

13. SUCCESSORS: This Lease shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective successors and assignees.

14. SERVICE LEVELS: The rental fees paid to the Lessor shall be based upon the usage needs of the Lessee. The usage needs are defined as follows:

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Regular classroom or equivalent space, including use of utilities, garbage, snow removal and lawn cutting. This usage is typically associated with usage of the space for storage.

LEVEL II:

Includes all items in LEVEL I plus janitorial service, supplies and general maintenance. This usage is typically associated with usage of the space for general office.

LEVEL III:

Includes all items included in LEVEL I and LEVEL II plus a proportionate share of access to the building principal, building secretary, and other personnel and spaces available to all students in the building such as nurse, librarian, etc. This level indicates that the SASSED staff and students are an integral part of the building. Student fees required by the Lessor for students attending these programs are billed to SASSED. SASSED staff has access to general supplies, copy machine, etc. as do all other staff. Postage can be accumulated by the Lessor and invoiced to SASSED separately. Lessor will provide internet access in sufficient quantity to meet the reasonable needs of SASSED faculty and students. However, Lessor makes no guarantee that its provision of internet access will be uninterrupted, and will not be responsible for any interruptions in internet service. Lessor will provide access to Lessor's technology staff to allow for SASSED's computers to be integrated into the Lessor's network, to access the internet and troubleshoot problems. Lessee and Lessee's employees, agents, volunteers, and students shall be responsible for adhering to Lessor's policies and procedures governing acceptable use of technology and acceptable conduct when accessing Lessor's network. Lessor will not be required to provide technology equipment or trouble shoot technology issues directly related to hardware or software used by SASSED. However, the Lessor's technology staff will be available to assist in resolving network problems that are the result of Lessor's acts or omissions. This assistance shall be communicated to and coordinated with SASSED technology staff except in cases of emergency. SASSED teachers working with students included in Lessor's classroom programs will be allowed to participate in Lessor's staff meetings and activities that relate to those classroom programs. Lessee is solely responsible for its own students and staff during the pendency of this Lease.

15. CHOICE OF LAW/VENUE: This Lease shall be interpreted in accordance with Illinois law, without regard to any conflict of law principles. Both Parties agree that venue for any dispute arising under this Lease is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

16. AUTHORITY: Each Party's signatory to this Lease represents and warrants that it has the legal authority to sign this Lease and bind each Party to its obligations.

17. NO JOINT VENTURE: The Parties agree that this Lease does not confer joint venture or employer status on either Party. Accordingly, each Party is responsible for their own members, employees, agents, volunteers, and students, and shall not be responsible for the other Party's obligations with respect to collective bargaining and other employment matters, as well as student issues.

IN WITNESS THEREOF, the parties hereto have caused this Lease to be executed by their duly authorized officers as of the 26th day of April, 2022.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 201
133 S. Grant St.
Westmont, IL 60559

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

By:



Its President
Laura Coyle

SASED Executive Director

ATTEST:



Secretary
Jessica Radogno

ATTEST:

SASED Director of Business Services/CSBO



To: Board of Control
From: Melinda McGuffin, Executive Director
Date: May 18, 2022
Re: Embrace IEP contract for 2022-2023

Purpose: To provide information for Discussion with Action for the renewal of the Embrace IEP contract for the 2022-2023 school year

Background: All of the SASED districts with the exception of Downers Grove Community High School District #99 are included in this annual contract renewal.

The renewal increased by 5% this year.

The contract has been recently updated by legal and is SOPPA compliant. This year we will be asking each district to sign an Exhibit E to SASED's SOPPA agreement.

Next Steps: Approval of Embrace IEP contract for 2022-2023 in the amount of \$78,297.22.



EmbraceEP® Contract

Embrace®
PO Box 305
Highland, IL 62249

School Association for Special Education in
DuPage County (SASED)
2900 Ogden Avenue
Lisle, IL 60532

The following is an EmbraceEP® Contract (hereinafter "contract" or "agreement") for software, website hosting, and support services. This contract is made between Brecht's Database Solutions, Inc. d/b/a Embrace® (hereinafter "Embrace®", "We", "Us" or "Licensor") School Association for Special Education in DuPage County (SASED) (hereinafter "You", "Your" or "Licensee").

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

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

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

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

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

2. INTELLECTUAL PROPERTY OWNERSHIP. The website and its related software are the intellectual property of and are owned by Embrace®. The structure, organization, and code of the website and its related software contain valuable trade secrets and confidential information of Embrace®. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights whatsoever in the website and its related software and all rights are reserved by Embrace®. Embrace® warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Embrace® provides to you. Embrace® will defend, hold harmless, and indemnify you from any claims brought by a third party against you to the extent based on an allegation that the Embrace® website, software or database infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. Any form, database, or software that is altered, conceived, made, or developed in whole or in part by Embrace® (including any developed jointly with you) during or as a result of our relationship with you shall become and remain the sole and exclusive property of Embrace®. You agree to make no claim in the rights or ownership of any such form, database or software.

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

3. RESTRICTIONS. You may not copy, modify, adapt or translate any Embrace® software. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of any Embrace® software. You may not rent, lease, sell, sublicense, assign or transfer your rights in the website, or authorize any portion of the website and its related software to be copied onto another individual or legal entity’s computer except as may be permitted herein. You may not allow access or use of our website or software for any other purpose than agreed to in advance between Embrace® and you.

4. LIMITED WARRANTY. Embrace® warrants to the District that the website will permit the District’s users to produce, fill-out, and print the IEP forms published by the Illinois State Board of Education for the period of time outlined in the current contract. All warranty claims must be made within the current contract period. If the Services do not perform as warranted, Embrace® will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Embrace® current support process in effect at the time of the Defect. All warranty claims must be made within the current contract period. If the website or software does not perform as above, the entire liability of Embrace® and your sole and exclusive remedy will be limited to a prorated refund of the license fee you have paid Embrace®. This limited warranty, the warranty against non-infringement of intellectual property rights, and Embrace’s indemnification for a breach are the only warranties provided by Embrace®. Embrace® expressly disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of

merchantability and fitness for a particular purpose with regard to the website, software and accompanying written materials.

5. DISCLAIMER. Embrace® does not warrant to the licensee that the forms that may be produced from the website will comply with federal or state laws or regulations, including those which limit the extent to which the information may be disclosed to third parties. Embrace® will take all commercially reasonable steps to provide an uninterrupted, timely, secure, and error-free website. Nonetheless, Embrace® makes no warranty or representation that (a) the website will be uninterrupted, timely, secure, or error-free; or (b) the results that may be obtained from the use of the website will be accurate or reliable.

6. DISTRICT E-SIGNATURE USAGE. Embrace® has the ability to include electronic signatures. If your District is using electronic signatures in the Embrace® system it agrees to hold Embrace® harmless against any and all claims that may arise out of the use of this feature. If you choose not to use electronic signatures for either your staff or all meeting attendees, you must notify your implementation specialist and verify that they are not available in your system.

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

7. LIMITATION OF LIABILITY. Except as otherwise stated herein, Embrace® will not be liable to you for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party.

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

- Website access to the licensee for all ISBE required IEP forms and Notice and Consent forms
- Objectives bank with over 4,000 objectives
- Built in Illinois Learning Standards and Core Standards for inclusion on Goal pages
- I-Star FACTS tracking form
- Restrictive access to the website to allow for multiple levels of users, providing each level with only the access that they need
- Servers, security, and hosting to ensure that our programs are secure, fast, and available
- Multiple support channels available to all users

- A user management system will be included allowing a system administrator to create new users, edit existing users, and delete users
- Secure socket layer (“SSL”) and session tracking for user authorization (the SSL is the component of the software which encrypts the information going between the website and the user, and confirms the identity of the host and the user)
- Website hosting
- Maintenance and updates
- Daily backups
- Website updates as necessary to maintain Illinois State Board of Education required forms
- 99.99% uptime guarantee

9. IEP YEARLY COSTS. Website access is per IEP student per year. Student count used for price calculation is the most recent iStar December child count. “Read Only Users” such as regular education staff are free if added and trained by the district. The initial contract is for a one year period from July 1, 2022 to June 30, 2023. (Prices apply to individual districts, cooperatives, joint agreements, and associations.) Custom forms and/or programs, if requested, are an additional cost and will be billed on an individual basis.

Program Subscription	Price	QTY	Subtotal
EmbraceIEP® Annual Subscription Annual Subscription Fee	\$59,459.40	1	\$59,459.40
			\$59,459.40
Additional Components Per District (Annual Fee)			
Embrace504®	\$11,891.88	1	\$11,891.88
Behavior Incident Reporting	\$5,945.94	1	\$5,945.94
			\$17,837.82
Additional Services Per District (Annual Fee)			
SFTP (Secure File Transfer Protocol) Student Import DuPage High School District 88 Only	\$500.00	1	\$500.00
SAML (Security Assertion Markup Language) Cooperative Staff Only	\$500.00	1	\$500.00
			\$1,000.00

Subtotal **\$78,297.22**

Total Cost for 22-23 School Year \$78,297.22

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

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

11. INDEMNITY. Notwithstanding any language contained in this Agreement, the District agrees to indemnify Embrace® from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of the District's breach of this contract or negligent act(s) or omission(s). Notwithstanding any language contained in this Agreement, Embrace® agrees to indemnify the District from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of Embrace's® breach of this contract or Embrace's® negligent act(s) or omission(s).

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

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

14. INSURANCE. Embrace® shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below or greater. Embrace® shall notify Licensee 30 days in advance of the termination, cancellation or material amendment to policy. Upon execution of this contract, and at anytime during the term of this contract or any extension thereof, Licensee may request and Embrace® shall furnish to Licensee certificate(s) of insurance, policies, and endorsements reflecting the required coverages.

The type and minimum limits of insurance required are as follows:

Type	Limits
Commercial General Liability	
1. Per Occurrence:	\$1,000,000
2. Aggregate:	\$2,000,000
Cyber Liability	\$5,000,000

15. TERMINATION. Either party may terminate this contract for cause by providing the other party with seven (7) days' notice of any breach of this contract. The contract will be terminated at the end of the seven (7) day period unless the party in breach cures the breach within the seven (7) day period. Either party may also terminate this contract for convenience by providing the other party with thirty (30) days written notice. In the event that Either party terminates the contract before June 30, 2023, Embrace® shall provide a pro rata refund to Licensee of the annual fee for all payments that Licensee has paid. Said refund shall be paid within thirty (30) days of the termination date. This refund will not include payments for Training, implementation costs and any additional customization which has been performed at client request.

16. RETURN/DESTRUCTION OF LICENSEE DATA. Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon Licensee's request, Licensor covenants and agrees that it will maintain your database information and provide read-only access (Read-Only access includes the ability to download and print PDFs as well as to run reports on previously entered data) of data and any documents for one (1) year from the date of termination of this Contract or subsequent failure to renew. At the end of the one (1) year read only time-

frame, or sooner at Licensee request, Embrace® will remove any and all on-line access to Licensee data. Embrace® maintains long-term, off-site, encrypted backups that data which may exist for up to 7 years. Encryption keys used for off-site backups are stored on a separate network from the backup file itself. Data on long-term, off-site backups are preserved for legal/audit purposes. Embrace® acknowledges and agrees that any off site, encrypted backup data remains subject to the student record maintenance and access rules set forth in State and federal law and will continue to preserve and protect the privacy of that information consistent with those laws until such time as the data is destroyed. Embrace® is not responsible for the loss of any information after termination or failure to renew the Agreement.

17. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the parties in relation to the subject matter hereof and there are no premises, representations, conditions, provisions, or terms related thereto other than those set forth in this Agreement. Any changes hereto must be in writing and signed by authorized representatives of both parties.

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

19. DISPUTE RESOLUTION. In the event of any dispute or claim arising out of or related to this Agreement, the parties shall, as soon as reasonably practicable after receiving written notice from the other party of the dispute, meet and confer in good faith regarding such dispute at a mutually agreeable time and place. The obligation to meet and confer does not obligate either party to agree to any compromise or resolution of the dispute. The meet and confer process shall be considered a settlement negotiation for purposes all applicable laws and shall be conducted confidentially and without prejudice to either party's rights to pursue legal remedies through the judicial system. The parties may agree to utilize the services of a mediator through the American Arbitration Association to facilitate meet and confer discussions and agree to jointly and equally share the expenses of the mediator. If the parties fail to resolve any dispute for any reason within 30 days after a party provides written notice of a dispute, either party may file suit.

20. NOTICE. Any notice required by this contract shall be directed in writing via certified mail and electronic mail (if listed below) to:

To Embrace:

August R. Brecht
President
Brecht's Database Solutions, Inc.
PO Box 305
Highland, IL 62249
Gus@embraceeducation.com

With a copy to:

Donald K. Schoemaker
Greensfelder

To Licensee:

Dr. Melinda McGuffin
Executive Director
School Association for Special Education
in DuPage County (SASED)
2900 Ogden Avenue
Lisle, IL 60532
mmcguffin@Sased.org

With a copy to:

Engler Callaway Baasten & Srage, LLC
2215 York Rd., Suite 400

12 Wolf Creek Drive., #100
Belleville, IL 62226
DKS@greensfelder.com

Oak Brook, IL 60523
arogers@ecbslaw.com

21. VENUE. Both parties agree that venue for any dispute arising under this Agreement is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

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

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

Licensor:

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

FEIN: 20-4100129

August R. Brecht, President

Licensee:

School Association for Special Education in DuPage County (SASED)

FEIN:

Dr. Melinda McGuffin, Executive Director

KLF

To: Board of Control
From: Melinda McGuffin, Executive Director
Date: May 18, 2022
Re: Embrace DS contract for 2022-2023

Purpose: To provide information for Discussion with Action for the renewal of the Embrace DS contract for the 2022-2023 school year

Background: All of the SASED districts are included in this annual contract renewal. This will be year 2 of a 5-year agreement.

EmbraceDS prices are not changing. Cost reconciliation will be replacing annual adjustments for how HFS corrects payments to ensure that districts are reimbursed correctly for Fee-for-Service claims. As such, we will be updating our EmbraceDS agreements to note: “EmbraceDS (Percentage Fee): 5% of HFS Reimbursements facilitated by Embrace. Payment of this fee to EmbraceDS shall be subject to Medicaid’s reconciliation process.”

The contract has been recently updated by legal and is SOPPA compliant. This year we will be asking each district to sign an Exhibit E to SASED’s SOPPA agreement.

Next Steps: Approval of Embrace DS contract for 2022-2023.



EmbraceDS® Contract

Embrace®
PO Box 305
Highland, IL 62249

School Association for Special Education in
DuPage County (SASED)
2900 Ogden Avenue
Lisle, IL 60532

The following is an Embrace DS® Contract (hereinafter “contract” or “agreement”). This contract is made between Brecht’s Database Solutions, Inc. d/b/a Embrace® (hereinafter “Embrace®”, “We”, “Us” or “Licensor”) and School Association for Special Education in DuPage County (SASED) (hereinafter “You”, “Your” or “Licensee”).

EMBRACE®
EmbraceDS®
WEBSITE LICENSE AGREEMENT

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

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

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

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

2. INTELLECTUAL PROPERTY OWNERSHIP. The website and its related software are the intellectual property of and are owned by Embrace®. The structure, organization, and code of the website and its related software contain valuable trade secrets and confidential information of Embrace®. Except as expressly stated herein, this Agreement does not grant you any intellectual property rights whatsoever in the website and its related software and all rights are reserved by Embrace®. Embrace® warrants that no third party has any claim to any trademark, patent, or proprietary interest in any services Embrace® provides to you. Embrace® will defend, hold harmless, and indemnify you from any claims brought by a third party against you to the extent based on an allegation that the Embrace® website, software or database infringe any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party. Any form, database, or software that is altered, conceived, made, or developed in whole or in part by Embrace® (including any developed jointly with you) during or as a result of our relationship with you shall become and remain the sole and exclusive property of Embrace®. You agree to make no claim in the rights or ownership of any such form, database or software.

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

3. RESTRICTIONS. You may not copy, modify, adapt or translate any Embrace® software. You may not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of any Embrace® software. You may not rent, lease, sell, sublicense, assign or transfer your rights in the website, or authorize any portion of the website and its related software to be copied onto another individual or legal entity’s computer except as may be permitted herein. You may not allow access or use of our website or software for any other purpose than agreed to in advance between Embrace® and you.

4. LIMITED WARRANTY. Embrace® warrants to the licensee that the website will permit the licensee to produce, fill-out, and print the DS forms for the period of time outlined in the current contract. All warranty claims must be made within the current contract period. If the Services do not perform as warranted, Embrace® will use reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the Embrace® current support process in effect at the time of the Defect. All warranty claims must be made within the current contract period. If the website or software does not perform as above, the entire liability of Embrace® and your sole and exclusive remedy will be limited to a prorated refund of the license fee you have paid Embrace®. This limited warranty, the warranty against non-infringement of intellectual property rights, and Embrace’s indemnification for a breach are the only warranties provided by Embrace®. Embrace® expressly disclaims all other warranties, either expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose with regard to the website, software and accompanying written materials.

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

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

6. DISTRICT E-SIGNATURE USAGE. Embrace® has the ability to include electronic signatures. If your District is using electronic signatures in the Embrace® system it agrees to hold Embrace® harmless against any and all claims that may arise out of the use of this feature. If you choose not to use electronic signatures for either your staff or all meeting attendees, you must notify your implementation specialist and verify that they are not available in your system.

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

7. LIMITATION OF LIABILITY. Except as otherwise stated herein, Embrace® will not be liable to you for any loss, damages, claims, or costs whatsoever including any consequential, indirect or incidental damages, any lost profits or lost savings, any damages resulting from business interruption, personal injury or failure to meet any duty of care, or claims by a third party.

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

- Website access to the licensee for staff completion of medical service sheets with respect to Medicaid billing.
- Restrictive access to the website to allowing for multiple levels of use, providing each level with only the access needed.
- A user management system will be included allowing a system administrator to create new users, edit existing users, and delete users.
- Secure Socket Layer ("SSL") and session tracking for user authorization (the SSL is the component of the software which encrypts the information going between the website and the user, and confirms the identity of the host and the user).
- Identification of Medicaid recipients using the Recipient Eligibility Verification System.
- Provide projected claim amounts based on services provided.
- Support for district as needed to file claims and interpret adjudication notices.

- Web hosting.
- Cross-reference data with the IEP system to track percentages of services to be provided against services delivered.
- Maintenance and updates.
- Multiple support channels available to all users
- Maintain all student data in secure facility on secure servers.
- Daily backups

9. DISTRICT RESPONSIBILITIES.

- Register with HFS as a Medicaid Provider obtain a HFS ID number and an NPI number.
- Provide Embrace® access to the HFS/MEDI/IEC system by accepting August Brecht as an administrator.
- Register, or Re-validate, the district with IMPACT.
- Provide Embrace® access to district IMPACT Application.
- Identify staff that provide covered services and give them access to the EmbraceDS® software.
- Complete a Fee-for-Service cost calculation form for each service provider type in the EmbraceDS® software.
- Maintain the IEP system student data including Medicaid eligibility and ID numbers for students.
- Use the MEDI system to look up Medicaid numbers for new IEP students and students transferring in from other districts.
- Based on reports available in the EmbraceDS® system, the district will be responsible for making sure that practitioners are claiming appropriately for their services provided.
- The LEA must verify that no practitioner providing service has been terminated, suspended, or barred from the Medicaid program. The lists of terminated, suspended, and barred practitioners are available at the following Websites. Both lists must be queried to obtain a complete list of terminated, suspended, or barred providers. <http://exclusions.oig.hhs.gov/> and <http://www.state.il.us/dpa/html/sbhs.htm>
- The LEA must maintain Practitioner credential records. These records must:
 1. Be retained on the premises of the LEA
 2. Be current
 3. Include copies of all applicable licenses and certificates
 4. Include a list of current practitioners and associated license numbers

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

Program Subscription	Annual Fee
EmbraceDS® (Percentage Fee): 5% of HFS Reimbursements Facilitated by Embrace® *Payment of this fee to EmbraceDS® shall be subject to Medicaid’s reconciliation process. School Association for Special Education in DuPage County (SASED) shall issue any outstanding payments to EmbraceDS® promptly after each Medicaid reconciliation process/cycle.	5% of Reimbursements

Program Subscription	Annual Fee
Special Transportation Services Per District (Percentage Fee)	
Special Transportation (<u>District</u> inputs Transportation Data in EmbraceDS®): 5% of HFS Reimbursement Facilitated by Embrace®	
Special Transportation (<u>Embrace®</u> inputs Transportation Data supplied by district if elected): 10% of HFS Reimbursement Facilitated by Embrace®	

Additional trainings can be added at the following cost:

Webinar sessions @ \$500.00 per session.

On-site training @ \$2,500.00 per trainer per day.

I acknowledge that the district will be invoiced separately for the cost of on-site training. (Please initial) _____

*Additional webinar and on-site training sessions are available at the district's request and will be invoiced at the current rate.

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

12. INDEMNITY. Notwithstanding any language contained in this Agreement, you agree to indemnify Embrace® from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of your breach of this contract or negligent act(s) or omission(s). Notwithstanding any language contained in this Agreement, Embrace® agrees to indemnify you from any and all third-party liabilities, losses, actions, damages, or claims (including all reasonable expenses, costs, and attorney fees) directly arising out of Embrace's® breach of this contract or Embrace's® negligent act(s) or omission(s).

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

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

15. INSURANCE. Embrace® shall procure and maintain through an insurance company or companies licensed to conduct business in Illinois insurance with coverage and limits as specified below or greater. Embrace® shall notify Licensee 30 days in advance of the termination, cancellation or material amendment to policy. Upon execution of this contract, and at anytime during the term of this contract or any extension thereof, Licensee may request and Embrace® shall furnish to Licensee certificate(s) of insurance, policies, and endorsements reflecting the required coverages.

The type and minimum limits of insurance required are as follows:

Type	Limits
Commercial General Liability	
1. Per Occurrence:	\$1,000,000
2. Aggregate:	\$2,000,000
Cyber Liability	\$5,000,000

16. TERMINATION. Either party may terminate this contract for cause by providing the other party with seven (7) days' notice of any breach of this contract. The contract will be terminated at the end of the seven (7) day period unless the party in breach cures the breach within the seven (7) day period. Either party may also terminate this contract for convenience by providing the other party with thirty (30) days written notice. In the event that Either party terminates the contract before June 30, 2023, Embrace® shall provide a pro rata refund to Licensee of the annual fee for all payments that Licensee has paid. Said refund shall be paid within thirty (30) days of the termination date. This refund will not include payments for Training, implementation costs and any additional customization which has been performed at client request.

17. RETURN/DESTRUCTION OF LICENSEE DATA. Upon expiration of the term of the Agreement, upon the earlier termination of the Agreement for any reason, or upon Licensee's request, Licensor covenants and agrees that it will maintain your database information and provide read-only access (Read-Only access includes the ability to download and print PDFs as well as to run reports on previously entered data) of data and any documents for one (1) year from the date of termination of this Contract or subsequent failure to renew. At the end of the one (1) year read only time-frame, or sooner at Licensee request, Embrace® will remove any and all on-line access to Licensee data. Embrace® maintains long-term, off-site, encrypted backups that data which may exist for up to 7 years. Encryption keys used for off-site backups are stored on a separate network from the backup file itself. Data on long-term, off-site backups are preserved for legal/audit purposes. Embrace® acknowledges and agrees that any off site, encrypted backup data remains subject to the student record maintenance and access rules set forth in State and federal law and will continue to preserve and protect the privacy of that information consistent with those laws until such time as the data is destroyed. Embrace® is not responsible for the loss of any information after termination or failure to renew the Agreement.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement and understanding between the parties in relation to the subject matter hereof and there are no premises, representations, conditions, provisions, or terms related thereto other than those set forth in this Agreement. Any changes hereto must be in writing and signed by authorized representatives of both parties.

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

20. DISPUTE RESOLUTION. In the event of any dispute or claim arising out of or related to this Agreement, the parties shall, as soon as reasonably practicable after receiving written notice from the other party of the dispute, meet and confer in good faith regarding such dispute at a mutually agreeable time and place. The obligation to meet and confer does not obligate either party to agree to any compromise or resolution of the dispute. The meet and confer process shall be considered a settlement negotiation for purposes all applicable laws and shall be conducted confidentially and without prejudice to either party's rights to pursue legal remedies through the judicial system. The parties may agree to utilize the services of a mediator through the American Arbitration Association to facilitate meet and confer discussions and agree to jointly and equally share the expenses of the mediator. If the parties fail to

resolve any dispute for any reason within 30 days after a party provides written notice of a dispute, either party may file suit..

21. NOTICE. Any notice required by this contract shall be directed in writing via certified mail and electronic mail (if listed below) to:

To Embrace:

August R. Brecht
President
Brecht's Database Solutions, Inc.
PO Box 305
Highland, IL 62249

Gus@embraceeducation.com

With a copy to:

Donald K. Schoemaker

Greensfelder
12 Wolf Creek Drive., #100
Belleville, IL 62226
DKS@greensfelder.com

To Licensee:

Dr. Melinda McGuffin
Executive Director
School Association for Special Education
in DuPage County (SASED)
2900 Ogden Avenue

Lisle, IL 60532
mmcguffin@Sased.org

With a copy to:

Engler Callaway Baasten & Sruga, LLC

2215 York Rd., Suite 400
Oak Brook, IL 60523
arogers@ecbslaw.com

22. VENUE. Both parties agree that venue for any dispute arising under this Agreement is proper in a court of law in the Circuit Courts of DuPage County, Illinois or, if applicable, the United States District Court for the Northern District of Illinois.

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

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

Licensor:

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

FEIN: 20-4100129

August R. Brecht, President

Licensors:

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

Licensee:

School Association for Special Education in DuPage County (SASED)

FEIN:

Dr. Melinda McGuffin, Executive Director

KLF

RESOLUTION DIRECTING THE ISSUANCE
OF A NOTICE TO REMEDY TO TENURED ADMINISTRATOR

WHEREAS, SASSED is a joint agreement operating under Section 5/10-22.31 of the *Illinois School Code* through its Board of Control (“the Board”); and

WHEREAS, Mrs. Tina Cerney (“the Employee”) is an administrator with contractual continued service employed by the Board; and

WHEREAS, the Board has consulted with its Administration and has received information and recommendations from members of its Administration regarding the Employee’s conduct; and

WHEREAS, such information and recommendations state defects in the conduct of the Employee that, if not removed, are causes, charges and reasons warranting the discharge and dismissal of the Employee from her employment with the Board; and

WHEREAS, the Employee has met and/or will have the opportunity to meet with members of the Administration regarding her conduct.

NOW, THEREFORE, BE IT RESOLVED by the SASSED Board of Control Board:

Section 1: That the Chairperson of this Board is hereby authorized and directed to sign and serve or cause to be served, on behalf of this Board, upon the Employee, a Notice to Remedy in the form of the attached Exhibit A.. Said Notice to Remedy enumerates causes, charges, reasons and defects that this Board hereby determines, if not remedied, will result in the discharge and dismissal of the Employee from her employment with the Board.

Section 2: The Employee will be given the written Notice to Remedy referenced in Section 1 by certified mail, return receipt requested, and personal delivery with receipt.

Section 3: That this Resolution shall be in full force and effect upon its passage.

ADOPTED this 18th day of May, 2022, by the following roll call vote:

AYES: _____
NAYS: _____
ABSENT: _____

By: _____
Chairperson

Attest: _____
Secretary

CERTIFICATION BY SASSED BOARD OF CONTROL SECRETARY

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the SASSED Board of Control, DuPage County, Illinois ("the Board"), and as such official I am the keeper of the records and files of the Board.

I do further certify that the foregoing constitutes a full, true and complete copy of the Resolution adopted by the Board at its meeting held on the 18th day of May, 2022, said Resolution entitled:

**RESOLUTION DIRECTING THE ISSUANCE
OF A NOTICE TO REMEDY TO TENURED ADMINISTRATOR**

A true, correct and complete copy of which said Resolution as adopted at said meeting appears in the minutes of said meeting.

I do further certify that the roll call vote taken adopting said Resolution was conducted openly, that said meeting was called and held at a specified time and place convenient to the public, that said meeting was called and held in strict compliance with the provisions of the *Open Meetings Act* of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said *Act* and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature this 18th day of May, 2022.

Secretary, SASSED Board of Control

Exhibit A

NOTICE TO REMEDY

Date: May 18, 2022

**BY CERTIFIED MAIL, RETURN RECEIPT
REQUESTED, AND PERSONAL DELIVERY
WITH RECEIPT**

Mrs. Tina Cerney
6304 MacArthur Drive
Woodridge, IL 60517

Dear Tina Cerney,

You are hereby informed that at its meeting on May 18, 2022, the SASED Board of Control considered your conduct as an administrator in contractual continued service employed by SASED. You are hereby informed that the Board considers your conduct and performance as deficient, in violation of Board policy and harmful to SASED operations, and has authorized and approved, and ratified by the SASED Board of Control, the issuance of this Notice to Remedy.

You have had the opportunity to meet with members of the Administration regarding your conduct leading to the issuance of this Notice to Remedy.

Said deficiencies are as follows:

You have conducted yourself in an unprofessional, improper, inappropriate, and unsatisfactory manner by the following actions and/or inactions:

During the 2021-2022 school year, you failed to fulfill supervisory/administrative responsibilities with regard to Board Policy 3:30, *Chain of Command* by failure to maintain a division of duties regarding the supervision of a family member by signing timesheets and not referring the matter through the chain of command during the absence of the assigned program administrator;

During the 2021-2022 school year, you failed to fulfill supervisory/administrative responsibilities with regard to Policy 3:30, *Chain of Command* by failure to refer matters regarding agreements with local businesses to the responsible administrators;

During the 2021-2022 school year, you failed to fulfill supervisory/administrative responsibilities with regard to Board Policy 3:60, *Administrative Responsibility of the Program Administrator*, by failure to adequately supervise the activities of the Transition program through a failure to communicate and collaborate with the administrator assigned to the supervision of the Lead Job Coach;

During the 2021-2022 school year, you failed to fulfill supervisory/administrative responsibilities with regard to Board Policy 5:35, Compliance with the Fair Labor Standards Act, when you singularly signed 4 timesheets that you were not authorized to sign, by not adequately monitoring an employee's overtime, by failure to ensure that submitted time sheets were complete and accurate, by not seeking written pre-approval for long term or repeated use of overtime that can be reasonably anticipated, and by failure to ensure that overtime provisions

of this policy are followed consistent with applicable law;

During the 2021-2022 school year, you failed to fulfill supervisory/administrative responsibilities with regard to Board Policy 5:120, *Employee Ethics, Conduct and Conflict of Interest*, by failure to seek clarification from the Executive Director regarding the use of gift cards as incentives or payment to students in the Transition program resulting in the misuse of contractual (DRS) funded resources;

During the 2021-2022 school year, you failed to fulfill supervisory/administrative responsibilities with regard to Board Policy 5:122, *Supervisory Conflict of Interest*, by approving timesheets and expenses of a family member on 4 occasions;

During the 2021-2022 school year, you demonstrated shortcomings in your communication and coordination with the Executive Director and other administrators. You acted without considering the implications of your actions, rather than seek approval for different administrative actions or clarification of different directives (time sheets, gift cards).

Through your conduct in your assignment as Program Administrator, you failed to demonstrate a willingness to work as part of the SASSED administrative team to the operational and administrative goals of SASSED.

Based upon the foregoing deficiencies, you must take the following remedial actions:

1. You will comply with all applicable SASSED procedures and policies, and administrative directives in your performance of duties on behalf of SASSED;
2. You shall not under any circumstances violate Board policies and/or Board or Administrative directives regarding your conduct, interactions and/or interventions with students, the supervision of students, the instruction of students or the hiring, supervision or placement of staff;
3. You are hereby directed to refrain from and shall not under any circumstances use poor judgment in response to supervision of staff including matters impacting staff compensation;
4. You are hereby directed to refrain from and shall not under any circumstances be insubordinate or willfully disregard directives from the SASSED Administration;
5. You are hereby directed to follow the directives of the SASSED Administration to attend selected workshops, in-services, course work and/or other educational programs that will improve your knowledge and implementation of appropriate administration and supervision responsibilities within SASSED programs;
6. You are hereby further directed to contact and work with the SASSED Administration regarding subject matter of this Notice to Remedy and follow any and all recommendations established for you by the Administration; and
7. You are hereby directed and shall not under any circumstances conduct yourself in a manner that violates the terms of this Notice to Remedy.

The remediations listed above begin immediately. You must comply with these directives

immediately and remain in compliance for the remainder of your employment with SASSED. Your progress toward remediating the identified deficiencies shall be monitored on an on-going basis by the SASSED Administration. This monitoring process shall be designed to insure that SASSED and its students and staff members are protected to the maximum extent possible from the adverse effects of the conduct and performance addressed herein.

The SASSED Board of Control informs you that the Board has determined the above-mentioned deficiencies to be causes, charges, reasons and defects which, if not removed, will result in charges against you and your dismissal from your employment with SASSED. You are hereby instructed to remove and remedy each and every reason, cause, charge and defect as stated above.

In addition to the monitoring identified above, it is suggested that you request the additional assistance and aid of the SASSED Administration, as you may wish, to bring about a correction of the deficiencies stated herein. It is the Board's hope that these deficiencies will be promptly remedied and not reoccur.

SASSED BOARD OF CONTROL

By: _____
Chairperson

Attest: _____
Secretary

Date: _____