



**Board of Control Meeting
February 22, 2023
SASED Administrative Center
2900 Ogden
Lisle, IL 60532
6:00 PM
AGENDA**

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Public Comment**
4. **FOIA from the Illinois Retired Teachers Association**
5. **Executive Summary**
6. **Consent Agenda**
 - a. Approve Open Session and Closed Session Minutes from January 25, 2023 Board of Control Meeting
 - b. Approve Minutes from December 14, 2022 Finance Committee Meeting
 - c. Personnel Recommendations
 - 1) Accept/Approve the Resignation and Retirement of Educational Support Personnel as presented.
 - d. Accept the Financial Reports
 - 1) Treasurers Report
 - 2) Revenue & Expenditure Reports
 - 3) Gross Payrolls--
 - 4) Interim Payrolls--
 - 5) Bill List--
 - 6) Interim Checks--
 - e. Approve the Agreement for Interpreter Services with Sign Language Interpreters Inc. (SLII) for the amount indicated on the Fee Schedule as exhibited
 - f. Approve the Academic Affiliation Agreement with Doisy College of Health Sciences
 - g. Approve the Student Affiliation Agreement with Washington University Occupational Therapy Program
 - h. Approve the Agreement between Early Choices and Inclusive Schooling for Webinar Workshop in February 2023
 - i. Approve the ESY Lease Agreement with Salt Creek SD 48
 - j. Approve the ESY Lease Agreement with Center Cass SD 66
 - k. Approve the Agreement between Early Choices and Bridget Brown for guest speaking services
 - l. Approve the Agreement with Binita Donohue for Professional Development Services in March 2023
 - m. Approve the Agreement with Susan Cahill for Professional Development Services in March 2023
 - n. Approve the Agreement with Infinitec Assistive Technology Coalition for Y24
 - o. Approve SOPPA for Granite City / rethinkEd
 - p. Approve SOPPA for Ripple Effects, Inc.
 - q. Final Reading and Adoption of Revised Policies 2:230, 4:70, 4:80, 4:180, 5:70, 5:80, 5:340, 5:270, 6:80, 6:140, 6:290, 7:15, 7:190, 7:190-AP, 7:230, 7:270, 7:285 and removal of 7:232
 - r. Second Reading of Revised Policies 2:20, 2:100, 2:105, 2:210, 2:265, 3:50, 3:60, 4:10, 4:120, 4:165, 5:10, 5:20, 5:120, 5:200, 5:220, 5:280, 5:290, 5:320, 6:20, 6:50, 6:60, 6:65, 6:250, 6:255, 6:260, 6:280, 6:340, 7:20, 7:70, 7:100, 7:180, 7:250, 7:290, and 7:340

7. **Discussion Without Action**
 - a. January Budget Progress Statement
 - b. Fund Balance Policy
 - c. SY23-24 Program Vision
 - d. Enrollment Update
 - e. Board Committee Updates
8. **Discussion with Action**
 - a. Adopt the Resolution Approving Proposed Amendment to SASSED's Articles of Joint Agreement
 - b. Approve the SASSED Menu of Services for FY24
9. **Closed Session**
10. **Adjournment**



Mindy McGuffin <mmcguffin@sased.org>

FOIA Records Request - January 26, 2023

Mindy McGuffin <mmcguffin@sased.org>
To: freedom@irtaonline.org

Tue, Jan 31, 2023 at 2:38 PM

Good afternoon,
Please see the attached response to the FOIA request dated January 26, 2023.
Kind regards,
Melinda McGuffin
FOIA Officer

[Quoted text hidden]

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Dr. Mindy McGuffin
Executive Director
SASED
2900 Ogden Ave
Lisle, Illinois 60532
630-955-8112

 **FOIA IRTA 1.31.23.pdf**
45K



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

January 31, 2023

VIA E-MAIL TO
freedom@irtaonline.org

Nathan Mihelich
Illinois Retired Teachers Association

Dear Illinois Retired Teachers Association:

On January 26, 2023, the School Association for Special Education in DuPage County (SASED) received your request for the name and email address of any certified staff (teachers, administrators, nurses, counselors, etc.) who are retiring this year. Our response is as follows:

Christine Martin, cmartin@sased.org effective 6-30-2023
Don Robinson, [drobinson@sased.org](mailto:drobenson@sased.org) effective 6-30-2023

Please consider this request fulfilled.

If you have any questions regarding this correspondence, please contact the undersigned.

Sincerely,

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION
IN DUPAGE COUNTY

By: 

Melinda McGuffin, Ed.D
Freedom of Information Act Officer



Executive Summary for Board of Control Meeting
February 22, 2023

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

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

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

Announcements

Congratulations to students and staff at Project SEARCH for being recognized for 100% employment continuity since the 2020-2021 school year.

SASED Job Fair: April 13, 2023 5pm-8pm at Southeast. Participating districts: Keeneyville 20, Winfield 34, Salt Creek 48, Dupage high School 88, West Chicago 94.

Consent

- Approve the Agreement for Interpreter Services with Sign Language Interpreters Inc. (SLII) for the amount indicated on the Fee Schedule as exhibited. This is a recurring contract
- Approve the Academic Affiliation Agreement with Doisy College of Health Sciences for OT/PT Internships
- Approve the Student Affiliation Agreement with Washington University Occupational Therapy Program for OT/PT Internships
- Approve the Agreement between Early Choices and Inclusive Schooling for Webinar Workshop in February 2023
- Approve the Agreement between Early Choices and Bridget Brown for guest speaking services
- Approve the Agreement with Binita Donohue for a Cultural Competence Workshop for Social Workers in March 2023
- Approve the Agreement with Susan Cahill for Professional Development Services during Spring Institute in March 2023
- Approve the Agreement with Infinitec Assistive Technology Coalition for SY23-24
- Approve SOPPA for Granite City / rethink Ed
- Approve SOPPA for Ripple Effects, Inc.

Discussion without Action/Information

- January Budget Progress Statement
- Fund Balance Policy
- SY23-24 Program Vision
- Enrollment Update
- Board Committee Updates
 - **Negotiations Committee**-Scheduled to meet March 13, April 12, 17 and 24
 - **Protocols Committee**-
 - Proposed changes to the Governance structure of SASED
 - **Finance Committee**-Next meeting scheduled for April 19, 2023



School Association for Special Education in DuPage

Melinda McGuffin, Ed.D.

Executive Director

Southeast Health Life Safety

- M-1: Create plenum area above ceiling and duct return from rooftop unit and classrooms from plenum-\$45,000
- M-2: Add return ductwork to areas that have wood in plenum-\$85,000
- M-3: Install fire dampers in wall penetration-\$15,000.
- MM-2: Install a Split Cooling System Cooling unit-\$60,000
- EM-1: Install new Mass Notification Fire Alarm System-\$120,000
- Spring Break review of roof areas (AM-4) and (AM-5) at Southeast
- o **Policy Committee**-Next meeting - TBD
 - Adoption of policy changes from May PRESS update and second reading of policy changes from Oct/Nov PRESS update.
 - Meeting with Boyd Ferguson from IASB on February 17 to review sections 5 and 6. Will meet again in March/April after the PRESS update is released to complete sections 7 and 8.

Discussion with Action

- Adopt the Resolution Approving Proposed Amendment to SASED's Articles of Joint Agreement
- Approve the SASED Menu of Services for FY24

2. Pledge of Allegiance

3. Board Member Recognition

Board Members were recognized for their service to SASSED by Dr. McGuffin in celebration of National Board Member Recognition Month

4. Public Comment - No public comments

5. Information/Correspondence

- a. Strategic Plan Update Presentation - The Strategic Planning Core Team presented an update on the progress of the plan. During January and February, for Phase 3, additional groups of member district administrators and SASSED staff will be invited to collaborate on the development of measurable actions for each of the priority area’s goals. The final plan draft is anticipated for board presentation in March 2023.
- b. FY22 Financial Audit Presentation - Don Shaw, Auditor, presented the FY22 Audit. There was a discussion regarding what was an appropriate fund balance, and how revenue compares to the current fund balance. Several factors contribute to the fund balance total which include return of Medicaid funds to the districts, reduction in enrollment, services cost increase, member district tuition refunds, use of SASSED’s fund balance to offset structural deficit.

6. Discussion with Action (Part 1)

Approved the Tuition and Billing Services Procedure -

Motion was made by Member Casey Maher, and seconded by Member Conover, Passed.

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	West Chicago Elementary School District 33	Dr. Kristina Davis
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Maercker District 60	Dr. Sean Nugent
	Cass School District 63	Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Mr. Tom Ruggio
	Community High School District 94	Lynn Casey-Maher
	Community High School District 99	Joanna Vazquez-Drexler
	Community Consolidated School District 180	Dr. Tom Schneider
	Westmont Community Unit School District 201	Leah Conover
	Elmhurst Community Unit School District 205	Beth Hosler

Absent:	Benjamin School District 25
	Downers Grove School District 58
	DuPage High School District 88
	Lisle Community Unit School District 202

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

Upon roll call vote, motion carried.

7. Discussion without Action (Part 1)

FY23-24 Budget Presentation presented by David Sellers. Since this was a joint meeting, note made that the Governing Board approved the FY23-24 Budget Guidelines as presented with 11 ayes, 7 absences.

Governing Board members were adjourned at 7:49 pm and the Board of Control meeting continued.

8. Executive Summary - No discussion

9. Consent Agenda

Motion was made to approve the consent agenda items as presented. This motion, made by Member Cross and seconded by Member Casey Maher, Passed.

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	West Chicago Elementary School District 33	Dr. Kristina Davis
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Maercker District 60	Dr. Sean Nugent
	Cass School District 63	Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Mr. Tom Ruggio
	Community High School District 94	Lynn Casey-Maher
	Community High School District 99	Joanna Vazquez-Drexler
	Community Consolidated School District 180	Dr. Tom Schneider
	Westmont Community Unit School District 201	Leah Conover
	Elmhurst Community Unit School District 205	Beth Hosler

Absent: Benjamin School District 25
Downers Grove School District 58
DuPage High School District 88
Lisle Community Unit School District 202

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

Upon roll call vote, motion carried.

10. Discussion Without Action (Part 2)

- a. Executive Director Evaluation Process - Executive Director evaluation instrument was shared with the BOC Members on January 26, 2023 via email. They are due back to Dr. Rich by February 23, 2023 and will be discussed in the March 22, 2023 closed session.
- b. Enrollment Update - As of January 10, 2023, SASED had 337 students enrolled in its programs. Overall enrollment increased by three students this month (December 1, 2022 to January 10, 2023). SASED programs gained fifteen students in that time, and lost twelve students.
- c. ESY and Regular School Year Lease Rates – Dr. McGuffin stated that she received several lease comparisons from other cooperatives throughout Northern Illinois confirming that we do sit in the higher end of the leasing costs. She recommended no change to the current ESY and regular year lease rates. SASED will reconvene the lease work group to look at lease agreements starting in the spring. Further discussion regarding the honoring of lease commitments by both parties in all areas

of the lease. Lease work group to further review insurance and liability in regards to what is the responsibility of SASED versus the District when a service is provided by the District staff for a SASED student in a host district. Work group to review and revise the lease agreements to reflect evolving student/program needs and district/building capacity. This is not a cookie-cutter answer and we will need to come up with a range of acceptable parameters within the leases.

d. Board Committee Updates-

1. Negotiations Committee-Upcoming negotiations anticipated to begin in March 2023
2. Finance Committee – Next meeting scheduled for 2-8-23
3. Policy Committee – SASED is meeting with IASB on 1-27-23 to continue our online policy updates with sections 4 and 5. Next committee meeting is scheduled tentatively for 2-23-23.
4. Protocols Committee – Discussion of the timeline and procedures per SASED’s joint articles of agreement for sponsoring an amendment to SASED’s joint articles of agreement. Clarification on timelines for the process. Further discussion on proposed governance structure changes and member appointment and service timeframes.

11. Discussion With Action (Part 2)

- a. Approved the Extended School Year (ESY) Tuition and Pay Rates
Motion was made by Member Vazquez-Drexler and seconded by Member Casey-Maher, Passed.

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	West Chicago Elementary School District 33	Dr. Kristina Davis
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Maercker District 60	Dr. Sean Nugent
	Cass School District 63	Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Mr. Tom Ruggio
	Community High School District 94	Lynn Casey-Maher
	Community High School District 99	Joanna Vazquez-Drexler
	Community Consolidated School District 180	Dr. Tom Schneider
	Westmont Community Unit School District 201	Leah Conover
	Elmhurst Community Unit School District 205	Beth Hosler

Absent: Benjamin School District 25
Downers Grove School District 58
DuPage High School District 88
Lisle Community Unit School District 202

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

Upon roll call vote, motion carried.

- b. Approved the Resolution to Regulate Expense Reimbursements for Board Members (2:125-E3)
Motion was made by Member Ruggio and seconded by Member Davis, Passed by voice vote with all ayes of 14 members present.

- c. Approved the signing of a contract for electricity supply at Southeast, based on the recommendation from Vanguard Energy Services, LLC with Engie.

Motion was made by Member Conover and seconded by Member Casey-Maher, Passed by voice vote with all ayes of 14 members present.

12. Closed Session

I move to recess to closed session at 8:08pm 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 Member Palmisano and seconded by Member Cross, Passed.

Upon Roll Call Vote:

Ayes:	Keeneyville School District 20	Terry Walloch
	West Chicago Elementary School District 33	Dr. Kristina Davis
	Winfield School District 34	Dr. Matt Rich
	School District 45, DuPage County	Dr. Anthony Palmisano
	Salt Creek School District 48	Ray Kielminski
	Maercker District 60	Dr. Sean Nugent
	Cass School District 63	Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Mr. Tom Ruggio
	Community High School District 94	Lynn Casey-Maher
	Community High School District 99	Joanna Vazquez-Drexler
	Community Consolidated School District 180	Dr. Tom Schneider
	Westmont Community Unit School District 201	Leah Conover
	Elmhurst Community Unit School District 205	Beth Hosler

Absent: Benjamin School District 25
Downers Grove School District 58
DuPage High School District 88
Lisle Community Unit School District 202

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

Upon roll call vote, motion carried.

Reconvened from closed session to open session at 8:25pm with the same 14 members present.

13. Other Discussion

Discussion was held regarding the proposed amendment to SASSED's Joint Articles of Agreement. CCSD 180 and CCSD 66 stated that they would bring a proposed amendment to their BOE for sponsorship.

14. Adjournment

Motion was made to adjourn at 9:09pm. This Motion, made by Member Wise and seconded by Member Conover, Passed.

Upon voice vote of all ayes from 14 districts present, motion carried.

Minutes Approved by:

Dr. Matt Rich
Chairperson

Date

Dr. Anthony Palmisano
Secretary

Date



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

**FINANCE COMMITTEE MEETING
December 14, 2022 - 5:30 PM
SASED Administrative Center
2900 Ogden Avenue, Lisle, IL 60532**

MEETING MINUTES

1. Call to Order/Roll Call

Dr. Mindy McGuffin called the meeting to order at 5:31 PM and welcomed those in attendance. Roll call was taken with the following responding:

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

Also in Attendance:

Dr. Mindy McGuffin, Executive Director, SASED
Don Robinson, Director of Business Services, CSBO, SASED
David Sellers, Interim Director of Business Services, CSBO, SASED
Senga Lowe, Board Recording Secretary, SASED

2. Approval of Minutes from November 30, 2022 Finance Committee Meeting

Motion was made to approve the Minutes from the November 30, 2022 Finance Committee Meeting. This motion was made by Dr. Rich and seconded by Mr. Ruggio, and all members were an Aye. Item was passed.

3. Lease Agreement Rates Review

Discussion was had regarding the data received from other cooperatives regarding lease rates. We seem to be in the higher rate category in comparison. There is also a concern that the lease agreement details are not being met in some situations. Moving forward, consider how to make sure the services included in that lease are being met, i.e. technology, janitorial, etc. If a district cannot provide the service included in the lease, then the district will be billed for that service from SASED because we have to contract it out, i.e. nursing, technology, etc. Reconvene lease work group in the spring to review language.

Next Steps: Update the Board of Control on 1-25-23

PROPOSED PERSONNEL ACTION

1. Resignations/Retirements/Terminations – Licensed Staff

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Last Day Worked</u>	<u>Reason</u>
Fina, Valerie	Teacher/MN Concord	Tuition	8/19/2004	6/2/2023	Retiring
Morton, Kevin	Teacher Southeast School	Tuition	8/19/1999	6/30/2027	Retiring

2. Resignations/Retirements/Terminations – Educational Support Staff

Moten, Jorie	1:1 Teacher Assistant	User Fee Dist. #C96	2/22/2022	1/25/2023	Family obligations
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3. 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>
Young, Karen	1:1 Teacher Assistant	User Fee Dist. #68	3/10/2023	\$17.72	

4. Change of Employment Position – Educational Support Staff

McClatchly-Wilson, Amber	From:				
	12-month Admin. Asst. RtI & Professional Development	Local Funds	7/6/2022	\$18.00	
	To:				
	12-month Admin. Asst. IST/SI Program	Local Funds	1/11/2023	\$18.00	

5. Appointments – Registered Staff - Contracted

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
Horace, Amber	RN/MN Program Willowbrook-Maxim	User Fee Dist. #88	1/30/2023	\$85.00	
Jennings, Tracy	RN/MN Program Concord-Maxim	User Fee Dist. #58	2/6/2023	\$85.00	
Rodriguez, Luz	RN/MN Program Waterbury-Maxim	User Fee Dist. #15	1/27/2023	\$85.00	

6. Appointments – Educational Support Staff – Contracted

Aziz-Antal, Inang	Teacher Assistant Southeast School Soliant	Tuition	1/30/2023	\$60.00
Cisneros, Lucy	Signing Assistant/DHH North School-Maxim	Tuition	1/17/2023	\$50.00
Holt, Michelle	1:1 Teacher Assistant STARS/Waterbury Maxim	User Fee Dist. #100	1/31/2023	\$50.00
Leonard, Michelle	Teacher Assistant Southeast School Maxim	Tuition	1/19/2023	\$50.00
Lesley, Arien	1:1 Teacher Asst./MN Prairieview-Maxim	User Fee Dist. #180	1/27/2023	\$50.00
Pratt, Veronica	1:1 Teacher Asst./MN Prairieview-Maxim	User Fee Dist. #60	2/6/2023	\$50.00
Reynolds, Genia	1:1 Teacher Assistant STARS/Maercker Maxim	User Fee Dist. #68	1/25/2023	\$50.00

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

FOR INFORMATION ONLY

1. Leaves of Absences/FMLA – Licensed Staff

<u>Name</u>	<u>Position</u>	<u>Length of Leave</u>
Hunt, Kara	Teacher/MN Prarieview School	4/3/2023 – 9/5/2023

2. Leaves of Absences/FMLA – Registered Staff

O'Brien, Mary	Occupational Therapist Member Districts	2/9/2023 – 2/28/2023
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3. Leaves of Absences/FMLA – Educational Support Staff

Fanuka, Casey	Audiologist Administrative Center	3/1/2023 – 6/21/2023
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4. Leaves of Absences/FMLA – Grant Staff

Ropars, Emily	Early CHOICES Coordinator Early CHOICES Grant	2/9/2023 – TBD (Intermittent)
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5. Leaves of Absences/Unpaid – Licensed Staff

Mohammad, Kayla	Speech/Language Pathologist STARS Program	2/6/2023 – TBD
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Notification of Retirement - Valerie Fina

1 message

Valerie Fina <vfina@sased.org>

Thu, Feb 16, 2023 at 3:51 PM

To: Julie Grohn <jgrohn@sased.org>, Kristie Katzel <kkatzel@sased.org>, Amy McKee <amckee@sased.org>

Julie Grohn, SHRM-CP
Director of Human Resources
[2900 Ogden Ave](#)
[Lisle, IL 60532](#)

February 16, 2023

Dear Julie,

Please accept this letter as an official notification of my retirement effective the end of the 2022-2023 school year. As much as I look forward to this decision, I will miss working with the students, families, and colleagues within SASED that I have had the honor and pleasure of working with over the last thirty-nine years. I want to thank SASED for the support that they have provided me throughout the years. My last day of my contract is June 2, 2023.

Sincerely,

Valerie Fina
Multi-Needs Early Childhood-Special Needs Teacher
Concord School
[1019 Concord Pl,](#)
[Darien, IL 60561](#)
Classroom Cell: (630) 638-5250
vfina@sased.org

Dear Dr. McGuffin and the SASSED Board,

Please accept this letter as a formal notification of my intent to retire under section 5.10 of our contract. The date of my retirement would be as 06/30/27.

It has been a great honor working at SASSED for the past (almost) 30 years and I am very grateful to have been a part of such an excellent organization.

I wish the organization nothing but the best and am looking forward to the next stage of my life journey.

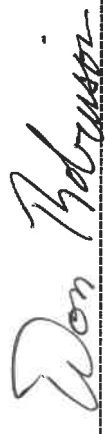
Sincerely,

Kevin Morton

Teacher SASSED

School Association for Special Education in DuPage County
Treasurer's Report
December 31, 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	14,618,203.51	389,838.71	(13,188.36)	498,243.92	15,493,097.78
Investments					
Septemer Activity					
Interest Earned	5,917.31				5,917.31
Gains/(Losses) on Sales of Securities	-				-
Record Health Fund Transfers	155,413.00	(8,569.71)	(12,868.97)	(133,974.32)	-
Cash Receipts	1,366,681.45	61.33		987.38	1,367,730.16
Cash Disbursements - General	(2,081,702.01)		(20,183.01)		(2,101,885.02)
- Payroll	(1,675,057.97)				(1,675,057.97)
Subtotal	<u>(2,228,748.22)</u>	<u>(8,508.38)</u>	<u>(33,051.98)</u>	<u>(132,986.94)</u>	<u>(2,403,295.52)</u>
Ending Balance	<u>12,389,455.29</u>	<u>381,330.33</u>	<u>(46,240.34)</u>	<u>365,256.98</u>	<u>13,089,802.26</u>
Investment - Demand Deposit - Fifth Third Bank	7,023,048.60	381,269.00	(26,057.33)	364,269.60	7,742,529.87
IL School District Liquid Asset Fund	20,788.78				20,788.78
Fifth Third Securities	5,326,483.61	-	-	-	5,326,483.61
	<u>12,370,320.99</u>	<u>381,269.00</u>	<u>(26,057.33)</u>	<u>364,269.60</u>	<u>13,089,802.26</u>



Don Robinson, Treasurer

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

CASH ACTIVITY REPORT

Beginning Balance 1/1/23	15,432.32
December Activity - Interest Earned	55.48
Ending Balance*	<u>15,487.80</u>

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

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

EDUCATION FUND	AMOUNT	INTEREST RATE	TERM	LOCATION	Security/Collateralization
PMA IL School District Liquid Asset Fund					
Depository Accounts - Liquid	5,300.98	0.374%	Money Market	ISDLAF	Money Market Mutual Fund
Depository Accounts - Liquid - DuPage West Cook	15,487.80	0.475%	Money Market	ISDLAF	Money Market Mutual Fund
	20,788.78				
FIFTH THIRD BANK					
Depository and Demand Deposit Accounts	7,023,048.60	.14%/.15%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	709,760.13	0.09%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	9,721.14	0.14%	N/A	Fifth Third Bank	Collateralized Deposit
	7,742,529.87				
FIFTH THIRD SECURITIES					
Cash & Cash Equivalents	20,855.61	Varies	Money Market	Fifth Third Securities, Custodian	Money Market Mutual Fund
Certificates of Deposit - short-term	245,000.00	Varies	Various, < 1 yr	Fifth Third Securities, Custodian	FDIC Insured
Certificates of Deposit - long-term	2,205,000.00	Varies	Various, > 1 yr	Fifth Third Securities, Custodian	FDIC Insured
U S Treasuries - short-term	500,000.00	Varies	Various	Fifth Third Securities, Custodian	US Gov't. Obligation
U S Treasuries - long term	1,355,628.00	Varies	Various	Fifth Third Securities, Custodian	US Gov't. Obligation
U S Agencies - Short term	250,000.00	Varies	Various	Fifth Third Securities, Custodian	"Full faith and credit of US..."
U S Agencies - long term	750,000.00	Varies	Various	Fifth Third Securities, Custodian	"Full faith and credit of US..."
Corporate Bonds	-				
Municipal Bonds	-				
Other assets, including prepaid interest	-				
	5,326,483.61				
		TOTAL			
	13,089,802.26				

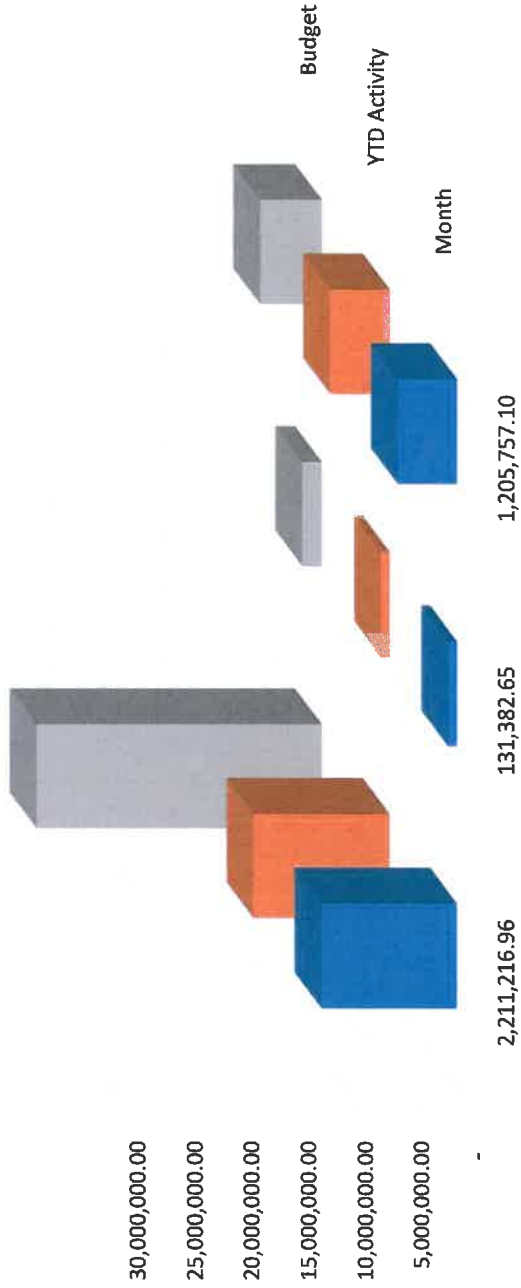
**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY EXPENDITURE REPORTING**

31-Jan-23

SASED PROGRAMS

Program	Jan-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Tuition and Fee Programs	2,211,216.96	12,057,705.66	25,121,190.00	<u>48.0%</u>
IST, AT, PBIS SI & Staff Dev	131,382.65	785,643.14	1,762,908.00	<u>44.6%</u>
Admin, Technology, O&M	1,205,757.10	5,287,075.42	5,455,353.00	<u>96.9%</u>
	<u>3,548,356.71</u>	<u>18,130,424.22</u>	<u>32,339,451.00</u>	<u>56.1%</u>

SASED PROGRAM EXPENDITURES

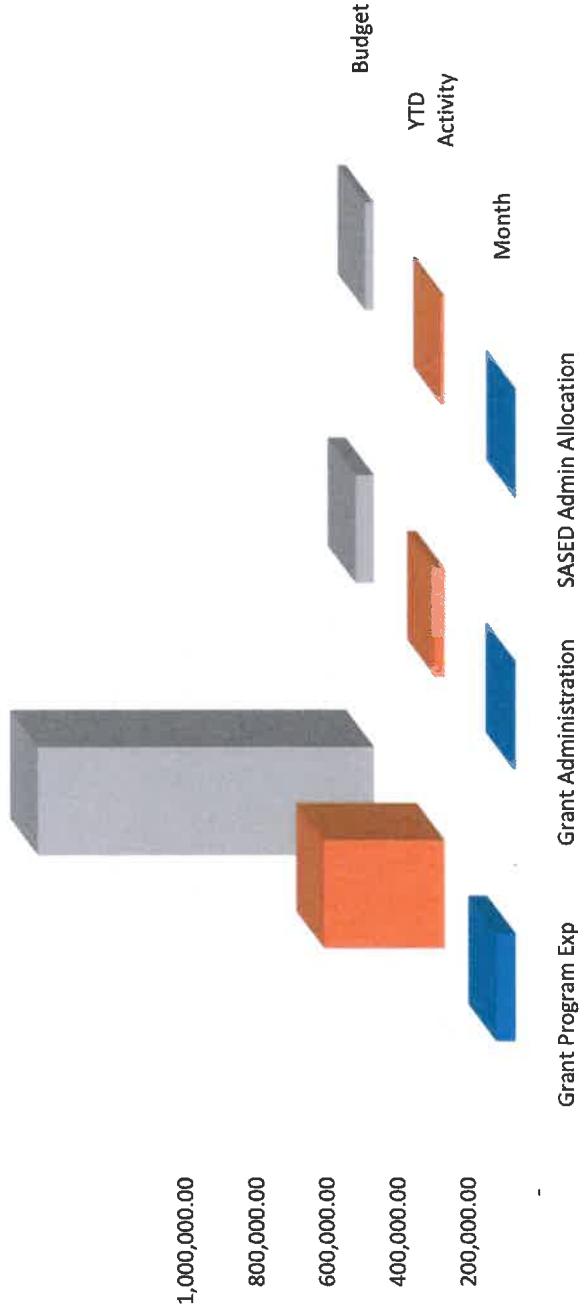


**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY EXPENDITURE REPORTING
31-Jan-23**

EXTERNAL GRANT PROGRAMS

Program	Jan-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Grant Program Exp	53,583.20	343,787.85	959,737.00	<u>35.8%</u>
Grant Administration	3,947.40	28,505.16	52,084.00	<u>54.7%</u>
SASED Admin Allocation	1,485.44	9,771.08	24,496.00	<u>39.9%</u>
Total	<u>59,016.04</u>	<u>382,064.09</u>	<u>1,036,317.00</u>	<u>36.9%</u>

EXTERNAL GRANT EXPENDITURES

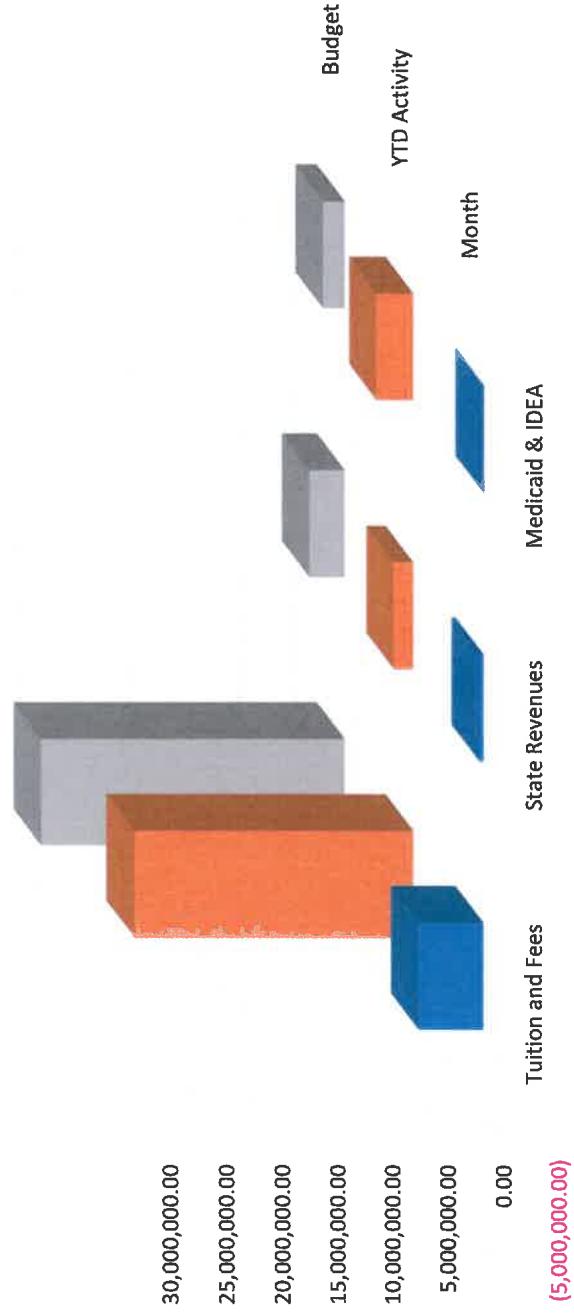


**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY REVENUE REPORTING
31-Jan-23**

SASED PROGRAMS

<u>Program</u>	<u>Jan-23</u>	<u>2022-23</u>	<u>2022-23</u>	<u>%</u>
	<u>Monthly Activity</u>	<u>FYTD Activity</u>	<u>Original Budget</u>	<u>YTD</u>
Tuition and Fees	5,791,904.32	25,051,205.79	27,135,233.00	<u>92.3%</u>
State Revenues	343,099.79	1,766,620.95	3,174,607.00	<u>55.6%</u>
Medicaid & IDEA	(222.84)	3,346,080.78	1,955,254.00	<u>171.1%</u>
Total	<u>6,134,781.27</u>	<u>30,163,907.52</u>	<u>32,265,094.00</u>	<u>93.5%</u>

SASED PROGRAM REVENUE

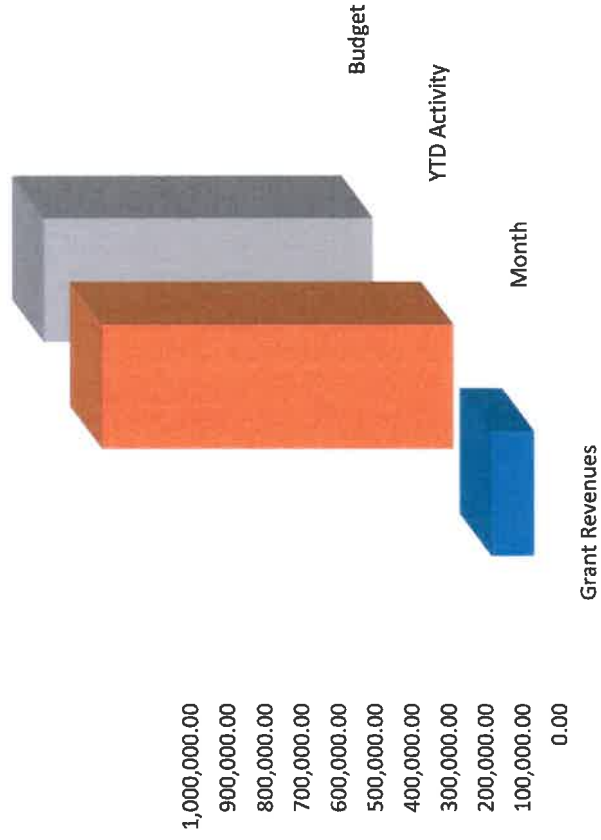


**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY REVENUE REPORTING
31-Jan-23**

EXTERNAL GRANT PROGRAMS

Program	Jan-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Grant Revenues	<u>115,442.30</u>	<u>951,728.92</u>	<u>891,617.00</u>	<u>106.7%</u>

EXTERNAL GRANT REVENUE



GROSS PAYROLL

January 2023 \$ 1,659,362.06

TOTAL SALARY	:	1,659,362.06
TOTAL DEDUCTIONS	:	578,413.22
TOTAL EMPLOYEES	:	332

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

INTERIM PAYROLL LIABILITIES

January 2023 \$ 559,091.89

1/13/2023 Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
222300484	SASED EDUCATION ASSOCIATION	1/13/2023	\$3,258.13	
222300485	SASED SUPPORT STAFF ASSOCIATION	1/13/2023	\$1,144.63	
		2 ACH Check(s) For a Total of		\$4,402.76
102215	STATE DISBURSEMENT UNIT	1/13/2023	\$172.26	
102216	STATE DISBURSEMENT UNIT	1/13/2023	\$380.00	
		2 Computer Check(s) For a Total of		\$552.26
202200227	ILLINOIS DEPT OF REVENUE	1/13/2023	\$33,700.59	
202200230	TEACHERS RETIREMENT (2.2%)	1/13/2023	\$2,690.71	
202200231	TEACHERS RETIREMENT SYSTEM	1/13/2023	\$41,753.10	
202200232	THIS (TRS HEALTH) FUND	1/13/2023	\$7,283.53	
202200233	MB FINANCIAL (FEDERAL)	1/13/2023	\$63,210.36	
202200234	MB FINANCIAL BANK (FICA-E)	1/13/2023	\$32,459.18	
202200235	MB FINANCIAL BANK (FICA-W)	1/13/2023	\$32,459.18	
202200236	THE OMNI GROUP	1/13/2023	\$1,423.00	
202200237	CUNA MUTUAL GROUP	1/13/2023	\$23,583.11	
202200238	TEACHERS RETIREMENT SYSTEM SSP	1/13/2023	\$1,030.00	
		10 Wire Transfer Check(s) For a Total of		\$239,592.76
		2 ACH Checks For a Total of		\$4,402.76
		2 Computer Checks For a Total of		\$552.26
		Total for 14 Manual, Wire Tran, ACH & Computer Checks		\$244,547.78
		Net Amount		\$244,547.78
10	EDUCATION FUND			\$244,547.78

1/31/2023 Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
222300576	SASED EDUCATION ASSOCIATION	1/31/2023	\$3,258.13	
222300577	SASED SUPPORT STAFF ASSOCIATION	1/31/2023	\$1,144.63	
		2 ACH Check(s) For a Total of		\$4,402.76
102303	STATE DISBURSEMENT UNIT	1/31/2023	\$172.26	
102304	STATE DISBURSEMENT UNIT	1/31/2023	\$380.00	
102305	UNITED WAY OF NAPERVILLE	1/31/2023	\$20.00	
		3 Computer Check(s) For a Total of		\$572.26
202200228	IMRF (EMPLOYEES CONT)	1/13/2023	\$18,707.86	
202200229	IMRF (EMPLOYERS CONT)	1/13/2023	\$17,417.70	
202200239	ILLINOIS DEPT OF REVENUE	1/31/2023	\$32,831.29	
202200240	IMRF (EMPLOYEES CONT)	1/31/2023	\$18,575.07	
202200241	IMRF (EMPLOYERS CONT)	1/31/2023	\$17,276.96	
202200242	TEACHERS RETIREMENT (2.2%)	1/31/2023	\$2,661.43	
202200243	TEACHERS RETIREMENT SYSTEM	1/31/2023	\$41,298.33	
202200244	THIS (TRS HEALTH) FUND	1/31/2023	\$7,204.22	
202200245	MB FINANCIAL (FEDERAL)	1/31/2023	\$61,021.86	
202200246	MB FINANCIAL BANK (FICA-E)	1/31/2023	\$31,731.45	
202200247	MB FINANCIAL BANK (FICA-W)	1/31/2023	\$31,731.45	
202200248	THE OMNI GROUP	1/31/2023	\$1,423.00	
202200249	CUNA MUTUAL GROUP	1/31/2023	\$23,583.11	
202200250	TEACHERS RETIREMENT SYSTEM SSP	1/31/2023	\$1,030.00	
202200252	ILLINOIS DEPT OF REVENUE	1/31/2023	\$12.58	
202200253	TEACHERS RETIREMENT (FED)	1/31/2023	\$2,658.66	
202200255	TEACHERS HEALTH INSURANCE SECURITY (THIS) FUND	1/31/2023	404.12	
		17 Wire Transfer Check(s) For a Total of		\$309,569.09
		2 ACH Checks For a Total of		\$4,402.76
		3 Computer Checks For a Total of		\$572.26
		Total for 22 Manual, Wire Tran, ACH & Computer Checks		\$314,544.11
		Net Amount		\$314,544.11
10	EDUCATION FUND			\$314,544.11

BILLS PAYABLE LIST – GRANTS

February 23, 2023 \$ 18,579.53

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>		
<u>DATE</u>	<u>NUMBER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/23/2023	102324	COMMUNITY SCHOOL DIS	FY23 STEP Grant WWSHS	6,701.07
02/23/2023	102324	COMMUNITY SCHOOL DIS	BY23 DRS STEP Covid - Wheaton Transition	4.00
02/23/2023	102324	COMMUNITY SCHOOL DIS	FY23 TEP Grant - WNHS	3,659.05
02/23/2023	102325	CAMERON PRINTING	printing	853.59
02/23/2023	102326	INCLUSIVE SCHOOLING	Circles from the Start	5,000.00
02/23/2023	102327	SIMPLE MACHINES MARK	website support	165.00
			Totals for checks	16,382.71

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>		
<u>DATE</u>	<u>NUMBER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/23/2023	222300585	ACCOUNTABILITY SOLUT	FY 2023 Contract for Services	1,200.00
02/23/2023	222300586	BAIN, AMY	Reimbursement - Phone/Internet/Travel	125.83
02/23/2023	222300587	KREMER, ANN	Reimbursement - Phone/Internet	110.74
02/23/2023	222300588	REISING RECHNER, PAM	Reimbursement - Phone/Internet/Travel	356.91
02/23/2023	222300589	ROPARS, EMILY	Reimbursement - Phone/Internet	74.43
02/23/2023	222300590	SCHACKMANN, JULIE	Reimbursement - Phone/Internet/Travel	203.91
02/23/2023	222300591	TOKAT, TALIN	Reimbursement - Phone/Internet	125.00
Totals for checks				2,196.82

BILLS PAYABLE LIST – SASED PROGRAMS

February 23, 2023 \$ 576,098.81

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>	
<u>DATE</u>	<u>NUMBER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u> <u>AMOUNT</u>
02/23/2023	102323	ODP BUSINESS SOLUTIO	Supplies for Ann Kremer 62.08
02/23/2023	102323	ODP BUSINESS SOLUTIO	supplies for business 14.30
			department
02/23/2023	102323	ODP BUSINESS SOLUTIO	Hand Soap Refills 91.76
02/23/2023	102323	ODP BUSINESS SOLUTIO	Envelopes/Folders and 135.74
			Post-its
			Totals for checks 303.88

CHECK	CHECK	INVOICE	AMOUNT
DATE	NUMBER VENDOR	DESCRIPTION	
02/23/2023	102328 WINFIELD SCHOOL DIST	SASED Student Lunch - November 2022	370.44
02/23/2023	102328 WINFIELD SCHOOL DIST	SASED Student Lunch - December 2022	427.77
02/23/2023	102329 COMMUNITY CONSLTD SD	FY23 BD Refund	19,425.02
02/23/2023	102330 FENTON CHS DISTRICT	FY23 Vision Refund	7,861.93
02/23/2023	102331 MOKENA PUBLIC SCHOOL	FY23 Vision Refund	27,385.85
02/23/2023	102332 WESTMONT CUSD #201	SASED Student Lunch & Breakfast - December 2022	552.17
02/23/2023	102332 WESTMONT CUSD #201	SASED Student Lunch & Breakfast - November 2022	693.31
02/23/2023	102332 WESTMONT CUSD #201	SASED Student Lunch & Breakfast - January 2023	622.53
02/23/2023	102333 LEYDEN H.S. DISTRICT	FY23 Vision Refund	24,697.78
02/23/2023	102334 2XL POWERLIFTING LLC	Adapted PE Class - 10 Sessions	1,080.00
02/23/2023	102334 2XL POWERLIFTING LLC	Adapted PE Class - 14 Sessions February 2023	1,512.00
02/23/2023	102335 ADVOCATE OCCUPATIONA	Jennifer Duncan, Carly Reddy	260.00
02/23/2023	102336 AMERICANEAGLE.COM, I	Shared Server and Maintenance	225.00
02/23/2023	102337 ARCON ASSOCIATES	Maintenancwe Work 7/1/22 to 12/31/22 Project 21142	2,321.35
02/23/2023	102338 ATTAINMENT COMPANY I	MOTION PAD, AT-N01W A motion-activated, single-message communication device	44.00
02/23/2023	102339 BERWYN GARAGE	Service MN05	1,039.30
02/23/2023	102340 CDW GOVERNMENT	Docking stations	2,310.56
02/23/2023	102340 CDW GOVERNMENT	2926678 HP LJ Image Transfer Kit	317.43
02/23/2023	102340 CDW GOVERNMENT	Fuser Kit	260.09
02/23/2023	102341 CHC WELLBEING	Flu Shots	188.00
02/23/2023	102341 CHC WELLBEING	Flu Shot	47.00
02/23/2023	102342 CHEM-CARE, INC.	Supplies for Southeast Alternative	1,991.09
02/23/2023	102343 CREATIVE EXCHANGE	Music Therapy - Addison Trail - January 2023	300.00
02/23/2023	102343 CREATIVE EXCHANGE	Music Therapy - Albright - January 2023	225.00
02/23/2023	102343 CREATIVE EXCHANGE	Music Therapy - DHH - January 2023	525.00
02/23/2023	102343 CREATIVE EXCHANGE	Music Therapy - SE Alternative - January 2023	675.00
02/23/2023	102343 CREATIVE EXCHANGE	Music Therapy - STARS - January 2023	600.00
02/23/2023	102343 CREATIVE EXCHANGE	Music Therapy - Swartz - January 2023	525.00
02/23/2023	102343 CREATIVE EXCHANGE	Music Therapy - Salt Creek - January 2023	525.00
02/23/2023	102343 CREATIVE EXCHANGE	Music Therapy - Transition - January 2023	450.00
02/23/2023	102344 CRISIS PREVENTION IN	NCI Workbook - 2nd Edition	13,059.57
02/23/2023	102345 CZERNEK, STEPHANIE	Mileage Reimbursement 11/21/22 to 12/16/22	12.25
02/23/2023	102346 EDU HEALTHCARE, LLC	Dates: 1/09/23 to 1/13/23	2,475.00
02/23/2023	102346 EDU HEALTHCARE, LLC	Dates: 1/23/23 to 1/27/23	3,082.50

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/23/2023	102346	EDU HEALTHCARE, LLC	1/30/23 to 2/3/30	2,790.00
02/23/2023	102347	EMBRACE EDUCATION	Embrace DS: Direct Service Percentage Billing	7,431.30
02/23/2023	102348	ENGLER CALLAWAY BAAS	General School Law November 2022	4,532.82
02/23/2023	102352	FOXHIRE, LLC	Beth Kern Week Ending 1/13/23	3,000.00
02/23/2023	102352	FOXHIRE, LLC	Samantha Avgerinos Week Ending 1/13/23	2,775.00
02/23/2023	102352	FOXHIRE, LLC	Emily Malone Week Ending 1/13/23	2,731.66
02/23/2023	102352	FOXHIRE, LLC	Casey Smith Week Ending 1/13/23	2,803.13
02/23/2023	102352	FOXHIRE, LLC	Kimberly Cossmann Week Ending 1/13/23	2,915.63
02/23/2023	102352	FOXHIRE, LLC	Tracie Glumac Week Ending 1/13/23	2,370.00
02/23/2023	102352	FOXHIRE, LLC	Neha Sharma Week Ending 1/13/23	3,084.38
02/23/2023	102352	FOXHIRE, LLC	Maricela Abrego Week Ending 1/13/23	2,332.50
02/23/2023	102352	FOXHIRE, LLC	Beth Kern Week Ending 1/6/23	1,800.00
02/23/2023	102352	FOXHIRE, LLC	Samantha Avgerinos Week Ending 1/6/23	1,110.00
02/23/2023	102352	FOXHIRE, LLC	Emily Malone Week Ending 1/6/23	1,040.25
02/23/2023	102352	FOXHIRE, LLC	Casey Smith Week Ending 1/6/23	1,121.25
02/23/2023	102352	FOXHIRE, LLC	Kimberly Cossmann Week Ending 1/6/23	2,332.50
02/23/2023	102352	FOXHIRE, LLC	Tracie Glumac Week Ending 1/6/23	2,370.00
02/23/2023	102352	FOXHIRE, LLC	Neha Sharma Week Ending 1/6/23	1,233.75
02/23/2023	102352	FOXHIRE, LLC	Maricela Abrego Week Ending 1/6/23	544.25
02/23/2023	102352	FOXHIRE, LLC	Beth Kern Week Ending 1/20/23	2,400.00
02/23/2023	102352	FOXHIRE, LLC	Samantha Avgerinos Week Ending 1/20/23	2,220.00
02/23/2023	102352	FOXHIRE, LLC	Emily Malone Week Ending 1/20/23	1,976.84
02/23/2023	102352	FOXHIRE, LLC	Casey Smith Week Ending 1/20/23	1,681.88
02/23/2023	102352	FOXHIRE, LLC	Kimberly Cossmann Week Ending 1/20/23	2,332.50
02/23/2023	102352	FOXHIRE, LLC	Tracie Glumac Week Ending 1/20/23	2,370.00
02/23/2023	102352	FOXHIRE, LLC	Neha Sharma Week Ending 1/20/23	2,467.50
02/23/2023	102352	FOXHIRE, LLC	Maricela Abrego Week Ending 1/20/23	2,332.50
02/23/2023	102352	FOXHIRE, LLC	Beth Kern Week Ending 1/27/23	3,000.00
02/23/2023	102352	FOXHIRE, LLC	Samantha Avgerinos Week Ending 1/27/23	2,775.00
02/23/2023	102352	FOXHIRE, LLC	Emily Malone Week Ending 1/27/23	2,737.50
02/23/2023	102352	FOXHIRE, LLC	Casey Smith Week Ending	2,803.13

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			1/27/23	
02/23/2023	102352	FOXHIRE, LLC	Kimberly Cossmann Week Ending	1,729.94
			1/27/23	
02/23/2023	102352	FOXHIRE, LLC	Tracie Glumac Week Ending	2,370.00
			1/27/23	
02/23/2023	102352	FOXHIRE, LLC	Neha Sharma Week Ending	3,084.38
			1/27/23	
02/23/2023	102352	FOXHIRE, LLC	Maricela Abrego Week Ending	2,332.50
			1/27/23	
02/23/2023	102352	FOXHIRE, LLC	Beth Kern Week Ending 2/3/23	3,000.00
02/23/2023	102352	FOXHIRE, LLC	Samantha Avgerinos Week Ending 2/3/23	2,775.00
02/23/2023	102352	FOXHIRE, LLC	Emilly Malone Week Ending 2/3/23	2,737.50
02/23/2023	102352	FOXHIRE, LLC	Casey Smith Week Ending 2/3/23	2,803.13
02/23/2023	102352	FOXHIRE, LLC	Kimberly Cossmann Week Ending 2/3/23	1,788.25
02/23/2023	102352	FOXHIRE, LLC	Tracie Glumac Week Ending 2/3/23	1,185.00
02/23/2023	102352	FOXHIRE, LLC	Neha Sharma Week Ending 2/3/23	2,549.75
02/23/2023	102352	FOXHIRE, LLC	Maricela Abrego Week Ending 2/3/23	2,915.63
02/23/2023	102353	HASAN, MAHA	Bilingual Speech Language Eval for Student	1,350.00
02/23/2023	102353	HASAN, MAHA	SLP Evaluation and Meeting for Bilingual Student-RA	1,350.00
02/23/2023	102354	HEARTLAND ALLIANCE	H MN 12/14/22	220.00
02/23/2023	102354	HEARTLAND ALLIANCE	H Audiology/North/Swartz/Westmont December 2022	1,750.74
02/23/2023	102354	HEARTLAND ALLIANCE	H DHH 12/6/22 to 12/22/22	182.00
02/23/2023	102354	HEARTLAND ALLIANCE	H Stars 12/14/22	99.00
02/23/2023	102355	IASA	S 7 Performance Rankings File Tool (Annual License-FY23)	300.00
02/23/2023	102356	IDVILLE	Black Lanyards and Badge/ID holders for onboarding new employees	176.07
02/23/2023	102357	ILLINOIS STATE POLICE	Fingerprinting	593.25
02/23/2023	102358	INNOVATIONS CONFERENCE	MTSS Innovations Conference registration for Krystyn Moroz	350.00
02/23/2023	102359	JASON JOBB	Mileage Reimbursement 1/9/23 to 1/30/23	85.41
02/23/2023	102360	LAKESHORE LEARNING	New North EC Room	1,642.20
02/23/2023	102361	WILLIAM MACGILL & CO	Misc. Medical items	477.88
02/23/2023	102362	MAXIM HEALTHCARE SERVICES	792679306156 Dates: 1/17/23 to 1/20/23	6,024.15
02/23/2023	102363	MAXIM STAFFING SERVICES	ERM360-0366 Period Ending 1/7/23	17,524.50
02/23/2023	102363	MAXIM STAFFING SERVICES	ERM360-0366 Period Ending 1/14/23	38,483.65
02/23/2023	102363	MAXIM STAFFING SERVICES	ERM360-0366 Period Ending 1/21/23	25,868.00
02/23/2023	102363	MAXIM STAFFING SERVICES	ERM360-0366 Period Ending 1/28/23	39,414.90

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/23/2023	102363	MAXIM STAFFING SERVI	ERM360-0366 Period Ending 2/4/23	44,320.60
02/23/2023	102364	MED-EL CORP.	Audio input cable unilateral short add 9.00 shipping	69.00
02/23/2023	102365	MICROSONIC INC.	Abi Diaz	132.00
02/23/2023	102365	MICROSONIC INC.	Nico Rosales	122.00
02/23/2023	102365	MICROSONIC INC.	Luca rosales	130.64
02/23/2023	102365	MICROSONIC INC.	James Gawel	62.00
02/23/2023	102365	MICROSONIC INC.	Charly Santiago	98.00
02/23/2023	102365	MICROSONIC INC.	Aubriana Lamb	105.36
02/23/2023	102365	MICROSONIC INC.	Jordyn Jones	126.00
02/23/2023	102366	MIDLAND PAPER	Paper 20 lbs. 92% Brightness	2,197.00
02/23/2023	102367	NCS PEARSON	OT PT Assessment - Electronic	220.00
02/23/2023	102368	NORTHERN ILLINOIS UN	Room Rental 12/13/22	400.00
02/23/2023	102369	OAKTREE PRODUCTS	Audiology Tymptest Probe Tips - Oaktree Products	130.65
02/23/2023	102369	OAKTREE PRODUCTS	Audiology Tymptest Probe Tips - Oaktree Products	22.13
02/23/2023	102370	PHILLIP'S FLOWERS	Mellisa Ward	89.95
02/23/2023	102371	PLANSOURCE	C7778 January 2023	2,766.96
02/23/2023	102372	PORTABLE JOHN	Outdoor Ed May 5 2023	600.00
02/23/2023	102373	PROCARE THERAPY	82888 Dates: 1/9/23 to 1/13/23	15,313.75
02/23/2023	102373	PROCARE THERAPY	82888 Dates: 1/3/23 to 1/6/23	3,291.50
02/23/2023	102373	PROCARE THERAPY	82888 Dates: 1/17/23 to 1/20/23	10,238.50
02/23/2023	102373	PROCARE THERAPY	82888 Dates 10/24/22 to 10/28/22	11,608.75
02/23/2023	102373	PROCARE THERAPY	82888 Dates: 1/23/23 to 1/27/23	15,929.75
02/23/2023	102374	REAL OT SOLUTIONS, I	Size matters Handwriting Program Replacement Materials for Holmes	151.20
02/23/2023	102375	SCHOOL NURSE SUPPLY	Disposable Kids Masks	52.20
02/23/2023	102376	SCHOOL SPECIALTY LLC	OT PT Disposable Supplies 12-14-22	99.22
02/23/2023	102377	SOLARWINDS WORLDWIDE	SW21932891 Help Desk Per Technician License - Annual Maintenance Renewal	1,341.00
02/23/2023	102378	SOLIANT	33664 Dates: 1/9/23 to 1/13/23	12,465.00
02/23/2023	102378	SOLIANT	33664 Dates 1/4/23 to 1/6/23	2,115.00
02/23/2023	102378	SOLIANT	33664 Dates: 1/9/23 to 1/13/23	12,330.00
02/23/2023	102378	SOLIANT	33664 Dates:1/17/23 to 1/20/23	18,478.50
02/23/2023	102378	SOLIANT	33664 Dates: 1/17/23 to 1/20/23	18,058.50
02/23/2023	102379	TEACHTOWN, INC.	New Pilot - Curriculum	855.25
02/23/2023	102380	THE REINALT-THOMAS C	Tire Service 2017 Dodge Grand Caravan M217686	60.22
02/23/2023	102381	THE STEPPING STONES	SASE1501 Dates: 12/25/22 to 1/7/23	6,825.46
02/23/2023	102381	THE STEPPING STONES	SASE1501 Dates: 1/8/23 to 1/21/23	32,585.65
02/23/2023	102382	THERAPRO, INC.	OT PT Disposable Supplies	95.00

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>		
<u>DATE</u>	<u>NUMBER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/23/2023	102383	THERAPY SHOPPE	OT PT Disposable Supplies 12-14-22	490.42
02/23/2023	102384	U.S. POSTAL SERVICE	Postage	2,000.00
02/23/2023	102385	WILLOWBROOK FORD INC	Service 1FMZK1Y87LKA45197	123.63
02/23/2023	102386	WPS	OT PT Assessments	782.10
02/23/2023	102386	WPS	WPS Testing Protocols	218.25
02/23/2023	102387	ZARAGOZA, KIMBERLY	Mileage Reimbursement 11/2/22 to 11/11/22	28.75
			Totals for checks	575,794.93

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/23/2023	222300592	KEENEYVILLE DISTRICT	SASED Student Lunch & Breakfast - December 2022	411.69
02/23/2023	222300592	KEENEYVILLE DISTRICT	SASED Student Lunch & Breakfast - November 2022	468.45
02/23/2023	222300593	DUPAGE COUNTY SCHOOL	SASED Student Lunch & Breakfast - December 2022	1,449.91
02/23/2023	222300593	DUPAGE COUNTY SCHOOL	SASED Student Lunch & Breakfast - November 2022	1,207.85
02/23/2023	222300594	SALT CREEK SCHOOL DI	SASED Student Lunch & Breakfast - December 2022	672.56
02/23/2023	222300594	SALT CREEK SCHOOL DI	SASED Student Lunch & Breakfast -November 2022	705.01
02/23/2023	222300595	DOWNERS GROVE DISTRI	SASED Student Lunch- December 2022	635.04
02/23/2023	222300595	DOWNERS GROVE DISTRI	SASED Student Lunch - November 2022	1,049.58
02/23/2023	222300596	CASS SCHOOL DISTRICT	SASED Student Lunch - December 2022	608.58
02/23/2023	222300596	CASS SCHOOL DISTRICT	SASED Student Lunch - November 2022	449.82
02/23/2023	222300597	CENTER CASS DISTRICT	SASED Student Meals -November & December 2022	439.20
02/23/2023	222300598	2955, LLC	March 2023 Rent for 2900 Ogden Ave., Lisle, IL	48,234.12
02/23/2023	222300599	AHN, MAY	Mileage Reimbursement 1/9/23 to 1/31/23	154.34
02/23/2023	222300600	AL WARREN OIL CO., I	C08708 Delivery Date 1/19/23	218.82
02/23/2023	222300600	AL WARREN OIL CO., I	Delivery 1/26/23	417.33
02/23/2023	222300600	AL WARREN OIL CO., I	Delivery 2/2/23	422.33
02/23/2023	222300600	AL WARREN OIL CO., I	Delivery Date 2/9/23	455.75
02/23/2023	222300601	ALDRICH, DANA	Mileage Reimbursement 1/10/23 to 1/31/23	36.03
02/23/2023	222300602	ANDERSEN, VERONICA	Mileage Reimbursement 12/1/22 to 12/21/22	93.88
02/23/2023	222300602	ANDERSEN, VERONICA	Mileage Reimbursement 1/9/23 to 1/31/2023	114.89
02/23/2023	222300603	ARVANS, SUSAN	Mileage Reimbursement 1/9/23 to 1/27/23	37.74
02/23/2023	222300604	BARAJAZ, DINA	Mileage Reimbursement 11/1/22 to 1/31/23	75.37
02/23/2023	222300605	BENDER, MARIE	Reimbursement - GF Bread	6.99
02/23/2023	222300606	BERGFELD, BETH	Mileage Reimbursement 1/9/23 to 1/26/23	31.04
02/23/2023	222300607	BOCZKOWSKI, DEBRA	Mileage Reimbursement 12/1/22 to 12/21/22	223.75
02/23/2023	222300608	BOOTSMA, KRISTY	Mileage Reimbursement 11/1/23 to 12/21/22	107.06
02/23/2023	222300608	BOOTSMA, KRISTY	Mileage Reimbursement 1/9/23 to 1/31/23	72.44
02/23/2023	222300609	BRUSICH, WENDY	Reimbursement - Jewel	43.21
02/23/2023	222300609	BRUSICH, WENDY	Reimbursement - Walmart	48.89
02/23/2023	222300609	BRUSICH, WENDY	Reimbursement - Amazon/Coffee Cups	14.19
02/23/2023	222300609	BRUSICH, WENDY	Reimbursement - Amazon/Coffee Cups	23.39
02/23/2023	222300610	CAPIO, MICHELE	Reimbursement - Skinny	89.94

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			Pop/Professional Learning	
02/23/2023	222300611	CARRASQUILLO, ELIZAB	Mileage Reimbursement 1/10/23 to 1/31/23	209.42
02/23/2023	222300612	CHAPLIN, KRISTINE	Mileage Reimbursement 12/2/22 to 12/21/22	140.44
02/23/2023	222300612	CHAPLIN, KRISTINE	Mileage Reimbursement 1/5/23 to 1/31/23	148.87
02/23/2023	222300613	CIECKO, ASHLEY	Mileage Reimbursement 1/12/23/to 1/25/23	29.35
02/23/2023	222300614	COHLA, STEPHANIE	Mileage Reimbursement 1/6/23 to 1/31/23	127.20
02/23/2023	222300615	CORSELLO, KRISTINE	Mileage Reimbursement 10/31/22 to 12/20/22	343.61
02/23/2023	222300616	CREAGAN, HELEN	Mileage Reimbursement 1/4/23 to 1/31/23	116.85
02/23/2023	222300617	DARRUS, JULIE	Mileage Reimbursement 1/9/23 to 1/31/23	191.00
02/23/2023	222300617	DARRUS, JULIE	Mileage Reimbursement 12/1/22 to 12/22/22	149.63
02/23/2023	222300618	DORCHACK, MARIA	Mileage Reimbursement 1/3/23 to 1/31/23	262.33
02/23/2023	222300619	GOSTEVICIC, AMMAR	Mileage Reimbursement 1/9/23 to 2/8/23	75.98
02/23/2023	222300620	GRILL, MEGHAN	Mileage Reimbursement 12/1/22 to 12/16/22	68.90
02/23/2023	222300621	GROHN, JULIE	Travel Allowance February 2023	400.00
02/23/2023	222300622	HOFFMAN, MELISSA	Mileage Reimbursement 11/18/22 to 12/16/22	33.64
02/23/2023	222300623	HOMAN, JULIA	Mileage Reimbursement 1/10/23 to 1/31/23	229.54
02/23/2023	222300624	JOHNSON, JULIA	Mileage Reimbursement 1/11/23 to 1/31/23	94.98
02/23/2023	222300625	LAREN, RICHARD	Reimbursement - Instructional	9.17
02/23/2023	222300625	LAREN, RICHARD	Reimbursement - Target/Groceries	9.43
02/23/2023	222300626	LAYTON, MATTHEW	February 2023 Travel Allowance	400.00
02/23/2023	222300627	LOHRENZ, ASHLEY	Mileage Reimbursement 1/5/23 to 1/31/23	278.05
02/23/2023	222300628	LOONEY, KATHERINE	Mileage Reimbursement 1/13/23 to 1/31/23	45.18
02/23/2023	222300629	MARTIN, CHRISTINE	February 2023 Travel Allowance	400.00
02/23/2023	222300630	MC CULLOUGH, LISA	Mileage Reimbursement 1/10/23 to 1/18/23	235.27
02/23/2023	222300631	MCGUFFIN, MELINDA	Reimbursement - Candy	41.56
02/23/2023	222300631	MCGUFFIN, MELINDA	Travel Allowance February 2023	400.00
02/23/2023	222300632	MCGUIRE, GRACE	Mileage Reimbursement 12/5/22 to 1/13/23	84.93
02/23/2023	222300633	MCKEE, AMY	Reimbursement - Holiday Cheer	52.75
02/23/2023	222300634	MOROZ, KRISTYN	Mileage Reimbursement 1/9/23 to 1/31/23	178.95
02/23/2023	222300635	MOYNIHAN, LYNN	Mileage Reimbursement 1/9/23 to 1/31/23	143.81

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
02/23/2023	222300636	NOWAK, SUSAN	Mileage Reimbursement 11/1/22 to 1/27/23	111.45
02/23/2023	222300637	PETERSON, COLLEEN	Mileage Reimbursement 1/5/23 to 1/31/23	85.54
02/23/2023	222300638	ROBERTS, RUTH	Mileage Reimbursement 1/5/23 to 1/31/23	164.44
02/23/2023	222300639	ROBINSON, DONALD	February 2023 Travel Allowance	400.00
02/23/2023	222300640	ROSALES, WALTER	Mileage Reimbursement 11/1/22 to 12/22/22	375.38
02/23/2023	222300641	ROSS, KATHLEEN	Mileage Reimbursement 11/3/22 to 12/16/22	42.50
02/23/2023	222300642	SHANAHAN, KERRY	Mileage Reimbursement 12/1/22 to 12/23/22	169.36
02/23/2023	222300643	SMITH, CLAIRE	Mileage Reimbursement 1/10/23 to 1/31/23	372.37
02/23/2023	222300644	SOBERON, SAMANTHA	Mileage Reimbursement 11/1/22 to 12/20/22	76.88
02/23/2023	222300644	SOBERON, SAMANTHA	Mileage Reimbursement 1/5/23 to 1/31/23	52.40
02/23/2023	222300645	STAMATELOPOULOS, KEL	Mileage Reimbursement 1/5/23 to 1/31/23	121.83
02/23/2023	222300646	STORNELLO, KAREN	Mileage Reimbursement 11/1/22 to 1/27/23	38.91
02/23/2023	222300647	THOMPSON, EVA	Mileage Reimbursement 1/9/23 to 2/6/23	73.21
02/23/2023	222300647	THOMPSON, EVA	Mileage Reimbursement 1/10/23 to 1/23/23	71.60
02/23/2023	222300648	VANCLEVE, CASSIDY	Mileage Reimbursement 1/11/23 to 1/31/23	251.13
02/23/2023	222300649	WALSH, ANNA	Mileage Reimbursement 1/5/23 to 2/3/23	259.51
02/23/2023	222300650	WILKINSON, JESSICA	Registration Fee Reimbursement	30.00
02/23/2023	222300651	ZACHARSKI, LAURA	Reimbursement - ICTW Workshop	30.00
Totals for checks				66,646.54

INTERIM CHECKS

January 2023 \$ 595,159.15

CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
01/06/2023	102200	CONSTELLATION NEW EN	1629898 Period: 11/22/22 to 12/27/22	4,090.79
01/06/2023	102201	HEALTH CARE SERVICE	IL1-025799 December 2022	486,368.45
01/06/2023	102202	KONICA MINOLTA PREMI	1055705311 Contract #450-0068168-000 Period 9/26/22 to 10/25/22	1,132.16
01/06/2023	102202	KONICA MINOLTA PREMI	1055705311 Contract # 450-0068168-000 Period 10/26/22 to 11/25/22	1,032.16
01/06/2023	102203	NET56	January 2023 Billing	23,062.18
01/06/2023	102203	NET56	January 2023 Internet Access/Connectivity	3,906.35
01/06/2023	102204	VERIZON WIRELESS	942483379-00001 Nov 11 to Dec 10	154.63
01/06/2023	102204	VERIZON WIRELESS	942482156-00001 Nov 11 to Dec 10	53.69
01/06/2023	102204	VERIZON WIRELESS	380381311-00001 Nov 14 TO Dec 13	14.15
01/06/2023	102205	WEISS SNOW REMOVAL,	Snow Removal 12/25/22	291.25
01/06/2023	102205	WEISS SNOW REMOVAL,	Snow Removal 12/15/22 to 12/17/22	875.85
01/06/2023	102205	WEISS SNOW REMOVAL,	Snow Removal 12/21/22 to 12/24/22	1,731.70
01/11/2023	102206	CASH	Petty Cash	500.00
Totals for checks				523,213.36

CHECK		INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
01/20/2023	102283 CITI CARDS	Period: 12/9/22 to 1/9/23	3,166.76
01/20/2023	102283 CITI CARDS	EXPO Low Odor Dry Erase Markers, Ultra-Fine Tip, Assorted Colors, 8 Pack 4.6 out of 5 stars 82,292 \$7.59 & FREE Shipping on orders over \$25.00 shipped by Amazon. Details Size : 8-Count (Pack of 1) 65 Used & New from \$6.59	314.97
01/20/2023	102283 CITI CARDS	Stainless Steel Table for Prep & Work Laundry Room	149.39
01/20/2023	102283 CITI CARDS	OT PT Rollator Walker 11-11-22	66.99
01/20/2023	102284 GOURMET GORILLA	December-Transition	2,414.40
01/20/2023	102284 GOURMET GORILLA	December - Southeast	7,402.35
01/20/2023	102284 GOURMET GORILLA	Commodity Credit/December 2022	-3,803.72
01/20/2023	102285 GUARDIAN - ALTERNATE	00519548 December 2022	8,115.35
01/20/2023	102286 ILLINOIS STATE POLIC	Fingerprinting	310.75
01/20/2023	102287 KONICA MINOLTA PREMI	450-0068168-000 Period: 1/26/23 to 2/25/23	1,032.16
01/20/2023	102288 METLIFE	Dental/Vision Insurance January 2023	17,796.41
01/20/2023	102289 UNIVERSAL PREMIUM	SN814 Dates: 1/1/23 to 1/15/23	277.75
01/20/2023	102290 VANGUARD ENERGY SERV	400641 December 2022	2,430.69
01/20/2023	102291 VERIZON WIRELESS	942482156-00001 Dec 11 to Jan 10	53.72
01/20/2023	102291 VERIZON WIRELESS	942483379-00001 Dec 11 to Jan 10	154.72
01/20/2023	102292 WEISS SNOW REMOVAL,	Snow Removal 1/13/23	292.65
Totals for checks			40,175.34

CHECK		CHECK		INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT	
01/25/2023	102294	CASH	Petty Cash	500.00	
01/27/2023	102296	AMERICAN HERITAGE LI	W6508	892.58	
01/27/2023	102297	DEARBORN NATIONAL LI	F021947-1 January 2023	5,802.08	
01/27/2023	102298	DUPAGE COUNTY PUBLIC	107211-13515817 Dates: 10/27/22 to 12/30/22	110.69	
01/27/2023	102299	HINCKLEY SPRINGS	598892513251043	162.89	
01/27/2023	102300	HOME DEPOT CREDIT SE	6035322149985602	38.18	
01/27/2023	102301	ORKIN EXTERMINATING	Service Date 1/19/23	82.94	
01/27/2023	102302	WEISS SNOW REMOVAL,	Salt Application	291.95	
01/30/2023	102295	FIFTH THIRD BANK/MAS	MMAP	6,862.02	
01/30/2023	102295	FIFTH THIRD BANK/MAS	12.8.22 Robin Cullen	57.16	
01/30/2023	102295	FIFTH THIRD BANK/MAS	Office supplies SASED STARS Program	257.97	
01/30/2023	102295	FIFTH THIRD BANK/MAS	Office supplies/STARS	32.22	
01/30/2023	102295	FIFTH THIRD BANK/MAS	Oral Sensory Tools	25.98	
01/30/2023	102295	FIFTH THIRD BANK/MAS	Froggy-25 piece suction toy	22.95	
01/30/2023	102295	FIFTH THIRD BANK/MAS	12.8.22 Westmont	56.97	
01/30/2023	102295	FIFTH THIRD BANK/MAS	SC	514.79	
01/30/2023	102295	FIFTH THIRD BANK/MAS	AK	450.69	
Totals for checks				16,162.06	

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>	
<u>DATE</u>	<u>NUMBER</u> <u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/06/2023	222300480 2955, LLC	Additional Expenses 10/31/21 to 11/1/22	15,252.36
01/06/2023	222300481 CIECKO, ASHLEY	Reimbursement - Group Materials	23.72
01/06/2023	222300482 MUELLER, KIMBERLY	Reimbursement - speaker	94.99
01/06/2023	222300483 SANZENBACHER, ERIN	Reimbursement - tools, cooking, supplies	46.30
		Totals for checks	15,417.37

<u>CHECK</u>	<u>CHECK</u>	<u>INVOICE</u>	
<u>DATE</u>	<u>NUMBER</u> <u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
01/20/2023	222300570 CIECKO, ASHLEY	Reimbursement - Feeding/Swallowing equipment/Transition & Training Cups	19.98
01/20/2023	222300571 COHLA, STEPHANIE	Reimbursement - Community Outing/Food/Cooking	34.89
01/20/2023	222300572 LOONEY, KATHERINE	Reimbursement - Therapy Consumable goods	46.15
01/20/2023	222300572 LOONEY, KATHERINE	Reimbursement - Therapy consumable goods/classroom materials	48.78
01/20/2023	222300573 NOESEN, JULIE	Reimbursement - Wipes, playdough, bins, shaving cream	28.74
01/20/2023	222300574 WALSH, ANNA	Reimbursement - Materials	12.48
		Totals for checks	191.02

Exhibit A
Sign Language Interpreters Inc
Interpreting Fee Schedule

Special offer for public schools & non-profit organizations

Base Rate & Differentials

Standard Hours	Monday – Friday	8:00 am – 5:00 pm	\$69.00/hr
Evening	Monday – Friday	5:01 pm – 7:59 am	\$75.00/hr
Weekends		Anytime	\$75.00/hr
*Holidays		Anytime	\$86.00/hr
Standard Legal			\$97.00/hr
Deaf-Blind, Tactile or Trilingual			Base Rate + \$10.00/hr
Broadcast Work	Applies to events that are livestream or recorded, with the ASL interpreters featured, and is posted to a website accessible to the general public or a social media page. An hourly recording fee for each ASL interpreter will be assessed. This fee will be based on the total run time of the recorded media and not the time that interpreters actually appear in the recording. Time will be rounded to the next half-hour with a one-hour minimum charge per interpreter. Content posted to password-protected websites and content behind private URLs that are only distributed to a fixed number of attendees is exempt from this fee.		Base Rate + \$10.00/hr

Other Industry Standards & Fees

Short Notice Fee (per interpreter/per request with less than 2 business days' notice) Ex: Requests for Monday would need to be received by 5pm on Wednesday preceding.	\$60.00
Travel Time Per hour billed in 30-min increments/ per request with less than 1 business days' notice. Travel time may also be requested for assignments that are of significant distance or on a case-by-case basis in some instances. You will be notified in advance if this is the case.	Refer to Base Rate & Differentials x up to 2 hrs Travel time
Cancellation Policy 2 full business days. Ex: A cancellation for Monday would need to be received by 5pm Wednesday prior. Begins once the interpreter is assigned. Requests made less than 2 business days are considered confirmed and billable at the time of the request.	Refer to Base Rate & Differentials
2-hour Minimum for all requests	Refer to Base Rate & Differentials
Video Remote Interpreting (VRI) requests have a one hour minimum	Refer to Base Rate & Differentials

*Holidays include: New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, & Christmas Day.

Invoicing Standards: Invoices are to be paid within 30 days of submission to avoid a penalty fee of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period until final payment is made.

To make requests for future appointments, email
requests@slii.us
For urgent needs with less than 2 business days' notification, call
630-239-2388

Receipt Acknowledgement. Please sign and return to angela@slii.us. Thank you.

Printed Name & Title

Date

Signature

Date

Sign Language Interpreters Inc
Sugar Grove, IL
630-239-2388
requests@slii.us

Customer Agreement for Interpreter Services

This Customer Agreement for Interpreter Services (this “**Agreement**”) is made this 3rd day of March 2023 (the “**Effective Date**”) by and between Sign Language Interpreters Inc (SLII), and SASSED (“**Customer**”).

WHEREAS SLII is an agency serving deaf, hard of hearing and hearing people; providing interpreting services to support communication between spoken languages and American Sign Language.

WHEREAS, SLII provides, among other programs and services, referral for interpreting services; and

WHEREAS Customer desires to contract with SLII for certain interpreter services on an as-needed basis upon the terms and conditions detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- I. **Covered Services.** Pursuant to this Agreement, Customer shall be able to request and SLII shall provide, in accordance with the terms herein, In-Person Interpreter Services. This service is provided by an Interpreter who arrives at the location specified by the Customer to perform in-person interpreting services (“**In-person Interpreter Services**”).
- II. **Source of Services/Subcontracting.** Services shall be performed by SLII staff interpreters or private practice (“freelance”) sign language interpreters who work as independent contractors for SLII (“**Interpreters**”). Any Interpreters who provide services to SASSED students under this Agreement shall be subject to a criminal background check as required by the Illinois School Code.
- III. **Confidentiality and Compliance with the Law.** SLII and any Interpreters providing services on its behalf shall comply with all applicable provisions of federal and state laws and regulations, including without limitation the Illinois School Student Records Act, the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in their current and amended forms and all corresponding regulations.
- IV. **Duration of Agreement.** SLII shall provide services to SASSED pursuant to this Agreement from the Effective Date through March 1, 2024, unless otherwise agreed to by the parties in writing. The foregoing notwithstanding, this Agreement shall be terminable at

any time by either party upon thirty (30) days prior written notice.

V. Pricing.

- a. **Rates.** In-person Interpreter Services are billed at a two (2) hour minimum. The rates for In-person Interpreter Services are attached hereto as Exhibit A. SLII shall provide Customer with 30 days prior notice of any changes in rates.
- b. **Overtime.** Interpreter availability to stay beyond the contracted Assignment length (“Overtime”) is subject to the Interpreter’s schedule and is not guaranteed. Overtime for Assignments that exceed the contracted time are billed in half hour increments in the following manner: 0-4 minutes over, no additional charge; 5 minutes or more over will be billed in 30-minute increments from the original, scheduled end time.

VI. Assignment Requests.

- a. **Assignment Request Procedure.** To request Services, Customer shall contact SLII by phone, or email as stated in the table below and provide the following information:
 - i. The date, time and location of the requested Services;
 - ii. The name of the individual who is Deaf or hard of hearing who will use the requested Services (“Consumer”); and the mode of communication used if known;
 - iii. For In-person Interpreting Services, an on-site contact person who will be available at the time the requested service is to be performed;
 - iv. Phone numbers and email address for the person placing the request;
 - v. If not already on file with SLII, Customer shall complete the Credit Account Registration Form attached hereto as Exhibit B; and
 - vi. Any other information Customer or SLII believes is necessary to complete the Assignment (“Assignment Request”).
 - vii. Requests submitted outside standard business hours need to be made via telephone to alert on-call staff to any request that is urgent or short notice.

Assignment Request Contact Information	
Phone	630-239-2388
Email	requests@slii.us
Mailing Address	960 McDole Drive, Sugar Grove IL 60554
Business Hours	8:00 am – 5:00 pm Monday – Friday

The Services specified in the Assignment Request shall be the “Assignment.” The date and time of the Assignment Request shall be when all required information specified above has been received by SLII.

- b. **Cancellation Policy.** To be effective and to avoid incurring charges, Customer shall notify

SLII of a cancellation of a Requested Assignment that has been Confirmed no less than two (2) full business days in advance of the Assignment date and time and cancellations must be received by SLII during business hours only. Cancellations made with less than two (2) full business days' notice will be ineffective and Customer shall pay SLII for the Assignment in full. Cancellation requests made by Customer during non-business hours shall not be considered received until the next Business Day.

For the avoidance of doubt, if an Assignment is scheduled for 8:30 am on a Monday, to avoid being charged in full for the scheduled Assignment, SLII must receive the cancellation request no later than 5:00pm (close of business) on the preceding Wednesday. In the event of any on site modifications such as Customer no-shows or the Assignment finishing earlier than specified in the Assignment Request, Customer shall remain liable for charges for the scheduled Assignment as specified in the Assignment Request.

Assignment Requests made with less than two (2) full business days' notice are billable at the time of request.

c. Short Notice/Emergency Assignment Requests.

- i. In the event Customer makes an Assignment Request with less than two (2) business days' notice, in addition to being charged the regular rate for Services, Customer shall be charged and shall pay a short notice/emergency fee of \$60.00 per Interpreter ("**Short Notice Fee**").
- ii. In the event Customer makes an Assignment Request with less than two (2) business day notice, in addition to the Short Notice Fee, Customer shall also be charged and shall pay for the Interpreter(s) travel time to and from the Assignment. Such travel time is billed at the hourly rate and is billed in thirty (30) minute increments up to 3 hours of travel. SLII shall use reasonable efforts to schedule Interpreters to mitigate such travel fees.
- iii. If SLII anticipates a Short Notice Fee, a Travel Fee, or any additional charges for the Assignment, SLII shall use reasonable efforts to notify Customer of any such reasonably anticipated fees prior to the assignment.

- d. No Guaranty of Services. Upon receipt of the Assignment Request, SLII shall use reasonable efforts to secure an Interpreter to fulfill the Assignment. The foregoing notwithstanding, Customer is hereby advised and acknowledges that there is a substantial shortage of interpreters (nation-wide), which may result in SLII's inability to provide an Interpreter for Assignment Requests.

Once SLII secures an Interpreter for the Assignment, the Assignment Request shall be **"Confirmed"** and SLII shall use reasonable efforts to contact the Customer by using the contact information provided in the Assignment Request to provide notification that an Interpreter has been secured. Customer may specify in the Assignment Request that confirmation of the Assignment is requested by a specified date, and SLII will use reasonable efforts to notify Customer by that date whether the Assignment is Confirmed. The Customer will not be charged for any unfilled Assignment Requests.

VII. Quality Control

SLII represents that it will provide interpreters who are sufficiently experienced and competent to perform the services covered by this Agreement in a manner consistent with the standards of professional practice by interpreters providing services of a similar nature.

Upon the request of the Customer, SLII shall replace any Interpreter providing services to the Customer with another qualified provider acceptable to Customer.

The number of Interpreters needed for an Assignment shall be determined by SLII in its discretion, and subject to confirmation of the Customer, considering such factors as length, nature, subject matter, number of Customers and their communication needs, and any other factor that would affect the interpretive outcome of the Assignment. Customer hereby acknowledges and agrees that Assignments lasting longer than one and a half (1.5) hours or Assignments that involve complex subject matter (e.g., board meeting; college courses; theater performances; or multi-day courses or seminars) generally require two (2) Interpreters.

In the event that there is not a second Interpreter available for a two-person Assignment, SLII will ask the Interpreter if they would be willing to work the Assignment alone, provided that the Customer shall make all reasonable on site accommodations specified by SLII including, but not limited to, increased break frequency and length. When one interpreter works a two-Interpreter Assignment, billing will be at time and a half to induce the Interpreter to accept the assignment and to compensate the Interpreter for the additional work performed for that Assignment.

Customer hereby acknowledges and agrees that some Assignments require additional Interpreter coordinating and/or consultation and that SLII may charge Customer an additional or miscellaneous fee for such Assignments (**"Additional Fee"**). For example, an Additional Fee may be charged to Customer for Assignments related to conferences, multiple day events (e.g., college courses), out-of-area, theater performances, preparation, rehearsal, mileage, parking, or transportation. SLII shall use reasonable efforts to notify Customer of any reasonably anticipated Additional Fees prior to the Assignment.

VIII. Accounting and Recordkeeping

Customer shall make payments in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. and shall make interest payments for any late payments in accordance with the Act.

IX. Insurance.

During the term of this Agreement, SLII shall maintain:

- General Liability and professional Liability insurance coverage in at least the following amounts: one million dollars (\$1,000,000) per each occurrence; and three million dollars (\$2,000,000) in the aggregate.
- A certificate of insurance should be provided annually naming SASSED as an Additional Named Insured and its successors on a primary and non-contributory basis.

X. Miscellaneous.

1. **Successors and Assigns; Third Party Beneficiaries.** The stipulations, terms, covenants, and agreements contained in this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns (including any successor entity after a public offering of stock, merger, consolidation, purchase, or other similar transaction involving a party hereto) and nothing herein expressed or implied shall give or be construed to give to any person or entity, other than the parties hereto and such assigns any legal or equitable rights hereunder.
2. **Assignment.** This agreement may not be assigned by any party hereto without the consent of the other parties hereto, except to an entity under the control of, controlling or under common control with the assigning party, provided that in each case, the assigning party will continue to remain primary liable under this Agreement.
3. **Entire Agreement.** This Agreement, along with the exhibits hereto (but specifically excluding any other correspondence between any of the parties hereto or any of their affiliates), contains all of the terms agreed upon between the parties hereto with respect to the subject matter hereof, and all understandings and agreements heretofore had or made among the parties hereto are merged in this Agreement which alone fully and completely expresses the agreement of the parties hereto.
4. **Terms and Conditions.** These terms and conditions are subject to change by written mutual consent, signed by both parties.
5. **No Waiver.** No waiver by either party of any failure or refusal by the other party to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal to so comply.
6. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or

the federal district court for the Northern District of Illinois.

- 7. Severability. In any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8. Section Headings. The headings of the various sections of this Agreement have been inserted only for purposes of convenience, are not part of this Agreement and shall not be deemed in any manner to modify, explain, expand, or restrict any of the provisions of this Agreement.
- 9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Sign Language Interpreters Inc.

School Association for Special Education DuPage

Signed: Angela Trull

Signed: _____

Name: Angela Trull

Name: _____

Title: President

Title: _____

Date: 2-6-2023

Date: _____

Academic Affiliation Agreement

This ACADEMIC AFFILIATION AGREEMENT (this “Agreement”) is made and entered into on August 1, 2022; (the “Effective Date”), by and between Saint Louis University, a Missouri benevolent corporation, on behalf of its Doisy College of Health Sciences (“School”), and School Association for Special Education in DuPage County (SASED) (“Facility”).

WHEREAS, School and Facility have a mutual interest in furthering the public welfare through healthcare, research, and academic programs of the highest quality; and

WHEREAS, School offers healthcare related degree producing and other educational and training programs in the following fields: athletic training, health information management, magnetic resonance imaging, medical laboratory science, nuclear medicine technology, nutrition & dietetics, occupational science & occupational therapy, physical therapy, physician assistant education radiation therapy, and speech-language therapy; and

WHEREAS, Facility operates a licensed facility, namely, School Association for Special Education in DuPage County (SASED) located at 2900 Ogden Avenue, Lisle, IL 60532 (address); and

WHEREAS, School desires to provide its students a “learning experience” (inclusive of, but not limited to: clinical rotation, clinical practicum, fieldwork experience, experiential learning, supervised practice; or professional practice) through the application of knowledge and skills in actual patient/client-centered situations in a health care facility, community based facility, or school environment; and

WHEREAS, Facility desires to make its facilities available to School for such purposes; and

WHEREAS, pursuant to the terms and conditions of this Agreement, the parties hereto mutually desire to provide School’s students in the applicable degree producing and other educational and training programs (the “Students”) with learning experience at the Facility.

NOW THEREFORE, in exchange of valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **General Representation and Warranties.** Each party represents and warrants that it has the full power and authority to enter into this Agreement, to consummate the transactions contemplated to be consummated hereby, and to perform the obligations hereunder. This Agreement has been duly executed and delivered and constitutes each party’s valid and binding obligation in accordance with its terms of this Agreement. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated to be consummated hereby, nor compliance with any of the provisions hereof will result in: a breach of or a default under any term, condition, or provision of any contract, agreement, indenture, lease, commitment, license, franchise, permit, authorization, or concession to which either party is a party, or an event which, with the giving of notice, lapse of time, or both, would result in any such breach or default; or a violation of any statute, rule, regulation, ordinance, code, order, judgment, writ, injunction, decree, or award, or an event which, with the giving of notice, lapse of time or both, would result in any such violation. No consent, approval, authorization, declaration, filing, or registration with any governmental or regulatory authority, or any other person, is required to be made or obtained by either party in connection with the execution, delivery, and performance of this Agreement or the consummation of the transactions contemplated to be consummated hereby.
2. **Duties and Obligations of School**
 - 2.1 **Academic Program.** School shall be responsible for the development, implementation, and operation of the learning experience of its educational programs offered and conducted at the Facility pursuant to

this Agreement (collectively referred to herein as the "Program"). Such responsibilities of School include the following:

- (a) Provide practical instruction to the Students prior to their learning experience assignments at the Facility;
- (b) provide students with the appropriate guidelines to meet the health/drug screening(s), immunization, and criminal background check requirements of the Facility;
- (c) coordinate with Facility the learning experience assignments, rotation plans, and other learning experiences for each Student;
- (d) provide information to Facility as reasonably necessary concerning Student performance and evaluation, absences and assignments of Students, and similar pertinent information, all to the extent permitted by law; and
- (e) participate in the supervision of the Students and their performance at the Facility.

2.2 Facility Rules and Regulations. School shall require all its Students, faculty, employees, and agents participating in the Program at the Facility (collectively, the "Program Participants") to be subject to the Facility's generally applicable rules and regulations as is reasonable for the purposes of this Agreement. Each student who is placed with Facility must provide evidence of physical fitness to perform assigned duties and freedom from communicable disease pursuant to Section 24-5 of the Illinois School Code and applicable requirements.

2.3 Student Statements. School shall require each Program Participant to sign a Statement of Confidentiality in the form attached hereto as Exhibit A.

2.4 Background Check. School will ensure that the student complies with Section 10-21.9 of the Illinois *School Code* relating to fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database. The parties acknowledge that the results of the checks must be acceptable to SASSED in its sole discretion.

2.5 Insurance. School shall, at its expense, obtain and maintain commercial professional liability insurance coverage acceptable to Facility to be effective at all times during the term of this Agreement and until the expiration of the applicable statute of limitations period for the activities undertaken by School and the Program Participants hereunder. A certificate of insurance shall be provided to Facility upon request. Such insurance coverage shall be deemed acceptable if:

- (a) it is underwritten by an insurance company duly licensed and authorized to do business in the State of Missouri, or the underwriting insurance company maintains reinsurance through an insurer rated A XV by A.M. Best Company, which is authorized to do business in the State of Missouri (special consideration will be given to coverage with risk retention or risk purchasing groups);
- (b) it is occurrence-based coverage or, if claims-made, an extended reporting endorsement (tail coverage) is purchased applicable to all claims arising during the term of this Agreement or any renewal thereof through the expiration of the applicable statute of limitations;

- (c) it has separate limits of One Million Dollars (\$ 1,000,000) per claim or occurrence, Three Million Dollars (\$ 3,000,000) per year in the aggregate to include sexual misconduct/molestation coverage with a minimum limit of \$1,000,000 per occurrence and \$3,000,000 aggregate; and
- (d) such coverage is not subject to claims arising out of any other professional activities of the named insured parties.

- 2.6 **Dress Code; Identification.** School shall require the Students to dress in accordance with such reasonable dress and personal appearance standards reasonably required by Facility and approved by School. School shall require Program Participants to wear/or display such name tags or other identification as Facility may reasonably require.
- 2.7 **OSHA Blood Borne Pathogen Regulations.** School shall ensure that, when appropriate, students are trained in compliance with OSHA Blood Borne Pathogen Regulations.
- 2.8 **HIPAA Privacy Regulations.** School shall ensure that students are trained in compliance with HIPAA privacy regulations.
- 2.9 **Performance of Services.** Any faculty or professional staff provided by the School shall be duly licensed, certified, or otherwise qualified to participate in the Program at Facility. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of School as may be in effect from time to time.
- 2.10 **Hospitalization and Medical Insurance.** The student assumes responsibility for hospitalization or medical costs incurred by the student during their learning experience.

3. **Responsibilities of Facility.**

- 3.1 **General Participation.** Facility shall accept the Students assigned to the Program by School and cooperate in the orientation of all Program Participants to the Facility. Facility shall provide learning experiences for the Students, who shall be supervised by School and Facility, to observe and assist in various aspects of patient/client interactions. Facility supervisors' professional experience requirements, in terms of minimal years in the field, are in accordance with individual Program accreditation standards. Facility shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for the learning experience.
- 3.2 **Evaluation.** Upon the request of School, Facility shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and academic grading of the Program Participants.
- 3.3 **Orientation.** Facility will conduct a complete orientation for each Program Participant

with respect to the policies and procedures, inclusive of safety policies and procedures specific to clinical environment (e.g. fire safety, hazardous material, universal precautions), of Facility and shall provide each Program Participant with a copy of applicable policies and procedures.

- 3.4 Direction and Coordination.** As appropriate, Facility shall appoint a qualified Facility employee who will be responsible for directing and coordinating the experiences of the Program Participants at the Facility. The Facility shall have written policies and procedures prepared for all learning experience areas available to the Students.
- 3.5 Protective Equipment.** Facility shall provide all necessary personal protective equipment for students, while assigned to Facility in compliance with OSHA Blood-Borne Pathogen Regulations and the Nuclear Regulatory Commission, as appropriate.
- 3.6 Reports of Performance.** Facility shall provide School with a performance appraisal for each Student on such forms as may be provided by School. Facility shall notify School of any unsatisfactory conduct or performance of any Student assigned to the Facility in a timely manner.
- 3.7 Use of Facilities.** Facility shall permit program participants to use the facilities and resources of the Facility when available, such as libraries, lounges, conference rooms, and audio-visual and other teaching equipment, consistent with the policies and procedures of the Facility. Facility shall provide physical space for Students and faculty members to have conferences as well as space for the apparel and personal effects of each student assigned to the site.
- 4. Responsibilities of Students.** Students will participate in providing, but shall not be solely responsible for, patient/client services or facility services rendered at the Facility as part of their learning experiences, including the opportunity to participate in conferences and programs of interest related to their respective disciplines. The Facility and its employees and contractors have sole primary responsibility for patient/client care, treatment, and interaction.
- 5. No Compensation.** Neither party shall earn or receive any compensation from the other party in return for the performance of the duties and obligations described herein. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Facility or School. Any courtesy appointments to faculty or staff by either School or Facility shall be without entitlement of the individual to compensation or benefits for the appointed party.
- 6. Removal of Program Participants.** Facility may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Facility may request School to withdraw or dismiss a Student or other Program Participant from the Program at Facility when his or her learning experience performance is unsatisfactory to Facility or his or her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients/clients. In such event, said Program Participant's participation in the Program shall immediately cease; however, only School has ultimate control or discretion over any grades given to the Students.

7. **Non-Discrimination.** In the performance of this Agreement, School and Facility agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the Program.

8. **Confidentiality**

8.1 **Confidential Information.** School agrees that it and the Program Participants shall keep strictly confidential all confidential information of Facility and/or its patients/clients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility, except as required or permitted by law.

8.2 **Patient Health Information.** To the extent applicable, each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated there under, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Neither party shall use or further disclose any protected health information, as defined in 45 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Each party will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Each party will promptly report to the other party any use or disclosures, of which it becomes aware, of Protected Health Information in violation of HIPAA or the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Facility by virtue of this Subsection.

8.3 Students are limited in their access to, contact with, and expectation to maintain confidentiality of information that constitutes "school student records" as defined in the Illinois School Student Records Act (105 ILCS 10/1, et seq.) and/or "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA," 20 U.S.C. §1232g) and/or "personally identifiable information" as defined in FERPA's implementing regulations (34 CFR §99.3).

9. **Indemnification.** To the extent permitted by law, each party shall defend, indemnify, and hold the other party harmless from any and all claims, actions, and liabilities, and expenses (including costs of judgment, settlements, court costs, and reasonable attorney's fees) regardless of the outcome of such claim or action caused by, resulting from, or based upon the negligent or intentional acts or omissions, or any failure to perform any obligation undertaken of any covenant by, the indemnifying party in this Agreement

10. **Term and Termination.** The term of this Agreement shall commence as of the Effective Date and shall continue for a period of five (5) years in accordance with the terms hereof. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice to the other party, provided that all Students currently enrolled or participating in the Program at the Facility at the time of such notice of termination shall be given the opportunity to continue such participation and the parties shall continue to perform under the terms hereof with regard to the Students, until the sooner of each Student's individual completion of the Program or three (3) months from the date of the notice of termination.

11. Miscellaneous Terms.

- 11.1 Change in Law.** In the event of any changes in applicable laws occur during the term of this Agreement which materially affect either party, such affected party may request renegotiation of the applicable terms of this Agreement by written notice to the other party. If no new agreement is reached within sixty (60) days of receipt of such notice, then either party may terminate this Agreement upon an additional thirty (30) days written notice. The parties further agree that in the event that legislation is enacted or a regulation is promulgated or a judicial or an administrative decision is rendered that affects, or may affect, the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder, then, within fifteen (15) days following notice by either party of such event, each party will negotiate in good faith a substitute agreement to this Agreement which will carry out the original intention of the parties to the extent possible in light of such legislation, regulation, or decision.
- 11.2 Severability.** Each and every provision, section, subsection, paragraph, and clause herein shall be separable from each and every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.
- 11.3 No Waiver.** No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.
- 11.4 Judicial Interpretation.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or consulting the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the presentation hereof.
- 11.5 Variations of Pronouns.** All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons or entity may require.
- 11.6 Notices.** All notices and other writings required or permitted to be given under the terms of this Agreement shall be hand delivered or mailed, postage prepaid by certified or registered mail, return receipt requested, to the parties, as follows:

To the School at: Saint Louis University
 Doisy College of Health Sciences
 3437 Caroline Street
 St. Louis, MO 63104-1028
 Attn: Andrea Flynn

To Facility at: School Association for Special Education in DuPage County (SASED)
2900 Ogden Avenue
Lisle, IL 60532
Attn: Sherilyn Genin

Or to such addresses as the parties may hereafter designate in writing.

- 11.7 Assignments.** The rights and obligations provided under this Agreement are not assignable without the written consent of the non-assigning party. Any such assignment made or attempted without such required consent is void.
- 11.8 Governing Law.** The Agreement shall be interpreted, construed and governed according to the laws of the State of Illinois.
- 11.9 Amendments.** Amendments may be made to this Agreement only upon the mutual consent and approval in writing by both parties.
- 11.10 Entire Agreement.** This Agreement, together with any schedules, exhibits, appendices, and other attachments hereto, all of which are hereby incorporated by reference and made a part of this Agreement, constitutes the entire agreement between the parties, and suspends all proposals, oral and written, and all other communications between the parties in relation to the subject matter of this Agreement.
- 11.11 Counterparts.** This Agreement may be executed by the parties or any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.
- 11.12 Headings.** Headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
- 11.13 Third Party Beneficiary.** This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Agreement.
- 11.14 Successors and Assigns.** All provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.
- 11.15 No Joint Venture or Partnership.** The parties agree that they are independent parties contracting together, and that nothing contained herein is to be construed as making the parties joint ventures or partners.
- 11.16 Affirmative Action Statement.** School is an equal opportunity/affirmative action employer. As part of its affirmative action policies and obligations, School is subject to and will comply with the provisions governing federal contractors as set forth in 41 CFR § 60-1.4(a), 41 C.F.R. § 60-250.5(a); 41 C.F.R. § 60-300.5(a); and 41 C.F.R. § 60-741.5(a), and these regulations are hereby incorporated into this Agreement

by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- 11.17 FERPA.** The parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (known as the Buckley Amendment) (the "Act") in their handling of educational records of Students enrolled in their programs, including, without limitation, the annual notification to Students or parents of Students of their rights under the Act. Both parties agree to protect the records of assigned Students in accordance with this Act. Neither party shall be permitted to authorize and further disclose the educational records of students of the other party to persons nor entities not a party to this Agreement without first having received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Act. Any permitted redisclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted. Each party agrees to save, indemnify and hold harmless the other party and its officers, employees and agents from any liability, damages, claims actions, causes of actions, demands judgments or awards of whatsoever kind or nature, arising out of any failure by the other party or its officers, employees or agents to abide by the Act or its implementing regulations.

[Remainder of the page is intentionally left blank.]

Exhibit A

Statement of Confidentiality

By my execution of this Statement of Confidentiality, I hereby acknowledge my responsibility under applicable law and the Academic Affiliation Agreement between Saint Louis University on behalf of its Doisy College of Health Sciences ("School") and School Association for Special Education in DuPage County (SASED) ("Facility") to keep confidential any information regarding Facility patients and other confidential information that I may encounter while participating in the School clinical program offered at Facility's facility. I agree, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any Facility patient except as required or permitted by law.

I agree that I shall defend, indemnify, and hold School and Facility harmless from any and all claims, actions, liabilities, and expenses (including costs of judgments, settlements, court costs, and reasonable attorneys' fees) regardless of the outcome of such claim or action, caused by, resulting from, or based upon my intentional or unintentional violation of this Statement of Confidentiality. Upon notice from the indemnified party or parties, I shall defend against, at my expense, any such claim or action, provided that my selection of counsel shall be subject to the indemnified party's or parties' approval, and the indemnified party or parties shall have the right to participate in the defense and to approve any settlement.

Dated this ____ day of _____, 20____


Program Participant (Student)


Witness

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duty authorized officers on the day and year first above written.

SAINT LOUIS UNIVERSITY

School Association for Special Education in DuPage County (SASED)

DocuSigned by:
Signature: 
3E301B83CEE4AF...
Name: Anthony Breitbach
Title: Vice Dean, Doisy College of Health Sciences
Date: Jan 26, 2023 | 11:37:53 CST

Signature: 
Name: ~~Julie Grohn~~ Melinda McGuffin
Title: ~~Clinical Coordinator~~ Executive Director
Date: January 31, 2023

STUDENT AFFILIATION AGREEMENT

THIS AGREEMENT, made and entered into on May 3, 2022, between Washington University, through its Program in Occupational Therapy of its School of Medicine, hereinafter referred to as the "SCHOOL" and SASSED, hereinafter referred to as the "FACILITY".

WHEREAS, the SCHOOL desires that certain of its students, and when appropriate certain of its faculty members, be permitted to visit and utilize the premises of the FACILITY to afford such students the opportunity to have practical learning and clinical experiences at the FACILITY; and

WHEREAS, the FACILITY recognizes the need for, and desires to aid in the educational development of ancillary health professionals, and is willing to make its premises available for such purposes.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto, as follows:

A. THE SCHOOL'S RESPONSIBILITIES:

1. The SCHOOL shall have total responsibility for planning and determining the adequacy of the educational experience of students in theoretical training, basic skills, professional ethics, attitude and behavior, and will assign to the FACILITY only those students who have satisfactorily completed the prerequisites of the SCHOOL'S educational program before clinical assignment.
2. The SCHOOL shall provide its students with health insurance.
3. The SCHOOL shall provide a letter to the FACILITY which describes its professional liability protection.
4. The SCHOOL shall designate a member of its faculty to coordinate this program with a designated member of the FACILITY'S staff. This assignment may include on-site visits when practical and continuing exchange of information on progress of the program.
5. The SCHOOL shall provide the FACILITY with the names, health status reports, and other pertinent information about each student to be assigned to the FACILITY at least four weeks before the beginning date of the student's assignment at the FACILITY.
6. The SCHOOL shall have the right to withdraw a student from clinical assignment. Such notice to the FACILITY of withdrawal of a student shall be in writing.
7. SCHOOL will instruct students to keep confidential from third parties all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status or any other personal information which is deemed to be confidential in accordance with applicable state and federal law, including HIPAA, and standards of professional ethics.

B. THE FACILITY'S RESPONSIBILITIES:

1. The FACILITY shall designate a member of its staff to be coordinator of this program and function as clinical supervisor with whom the SCHOOL'S Program coordinator is to communicate for the conduct of this clinical education program, which may include the development of objectives, methods of instruction and other details of the clinical experience.

2. The FACILITY shall make available to assigned students appropriate facilities, equipment and supplies in order to provide supervised clinical experience in the program. Such facilities shall include an environment conducive to the learning process which conforms to the FACILITY'S customary procedures.

3. Students completing a Level II fieldwork experience shall perform services for patients only when under the supervision of a registered, licensed or certified occupational therapist. The therapist shall be at least one year post certification. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and inservice educational programs at the discretion of their supervisors designated by the FACILITY. Qualified personnel for supervising students completing a Level I fieldwork experience include, but are not limited to occupational therapy practitioners, psychologist, physician assistants, teachers, social workers, nurses and physical therapists. The FACILITY shall ensure that the ratio of supervision to student(s) enables proper supervision. Students are trainees, not employees, and are not to replace FACILITY staff.

4. Students are to remain subject to the authority, policies, and regulations imposed by the SCHOOL. During periods of clinical assignment, and while on FACILITY premises, students will also be subject to all standards, rules, regulations, administrative practices and policies of the FACILITY.

5. The FACILITY shall have the right to approve the participation of a faculty member of the SCHOOL to engage in clinical teaching at the FACILITY.

6. The FACILITY may require the SCHOOL to withdraw from the FACILITY any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the FACILITY'S responsibilities for health care. Requests for withdrawal of a student must be given in writing and must contain a statement of facts describing the student's conduct deemed to be offensive.

7. The FACILITY shall be responsible for arranging immediate emergency care of students in the events of accidental injury or illness, but shall not be responsible for costs involved, follow-up care, or hospitalization.

C. JOINT RESPONSIBILITIES:

1. The SCHOOL and the FACILITY shall mutually agree upon and arrange the course of instruction, the periods of assignment for each student, and the number of students eligible to participate concurrently.

2. The SCHOOL and the FACILITY agree that there shall be no discrimination on the basis of age, race, religion, creed, sex, national origin, handicap or veteran's status.

3. The SCHOOL and FACILITY shall arrange and provide orientation of faculty members and students concerning the FACILITY'S policies, rules and regulations.

4. Each party (The SCHOOL and FACILITY), at its sole cost and expense, agrees to procure and maintain general and professional liability insurance covering the acts and/or omissions of its employees and students performing services under this agreement in minimum amounts of \$1 million per occurrence, \$3 million annual aggregate. If insurance is procured and maintained on a claims-made basis, then, upon the expiration or termination of this agreement for any reason, such party shall procure an extended reporting endorsement (tail coverage) with a date of coverage retroactive to the date services were first performed under this agreement.

5. Each Party (The SCHOOL and FACILITY) agrees it will not use the other party's name or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, whether to the press, to holders of publicly owned stock without the prior written consent of the other party.

D. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

E. This Agreement is for a term of one year, and shall be automatically renewed unless terminated. It may be terminated by either party by giving notice to the other party by certified mail at least three months prior to the end of the term. Should notice of termination be given, students then assigned to the FACILITY shall be allowed to complete their previously scheduled clinical assignment then in progress at the FACILITY. Notice of termination to the FACILITY shall be directed to: Sherilyn Genin, MHS, OTR/L, SASSED, 2900 Ogden Ave., Lisle IL 60532. Notice of termination to the SCHOOL shall be directed to: Leise Amann, Washington University School of Medicine, Campus Box 8505, 4444 Forest Park Ave., St. Louis, Missouri, 63108-2292.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day, month and year first above written.

FACILITY
SASED

BY M. McJffl

TITLE Executive Director

SCHOOL
WASHINGTON UNIVERSITY

BY Lisa Tabor Connor, PhD, OTR/L

TITLE Associate Dean and Director,
Program in Occupational Therapy

ADDENDUM TO STUDENT AFFILIATION AGREEMENT

This Addendum is entered into on the date set forth below, by and between the School Association for Special Education in DuPage County ("SASED") and Washington University ("the University").

WHEREAS, SASED and the University are concurrently entering (or recently entered) into an agreement for SASED to serve as a clinical placement for the University's Occupational Therapy students ("the Agreement"); and

WHEREAS, SASED and the University wish to add to and amend the Agreement as provided herein;

NOW THEREFORE, SASED and the University agree as follows:

1. During the term of the Agreement and at all times while any student is placed with SASED, the University shall maintain the insurance coverages identified below, from companies and in form acceptable to SASED. The University will cause SASED and its Governing Board, Board members, and employees to be added as additional insureds on said policies, on a primary and non-contributory basis.
 - a. General Liability Coverage
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general aggregate
 - iii. To include sexual misconduct/molestation coverage with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
2. For each student who is placed with SASED, the University will ensure that the student complies with Section 10-21.9 of the Illinois *School Code* relating to fingerprint-based criminal history records checks and checks of the Statewide Sex Offender Database and the Statewide Murderer and Violent Offender Against Youth Database. The parties acknowledge that the results of the checks must be acceptable to SASED in its sole discretion.
3. Each student who is placed with SASED must provide evidence of physical fitness to perform assigned duties and freedom from communicable disease pursuant to Section 24-5 of the Illinois *School Code*.
4. The parties recognize that students are being placed in an educational environment. Students will have access to SASED information that constitutes "school student records" as defined in the Illinois School Student Records Act (105 ILCS 10/1, et seq.) and/or "education records" as defined in the Family Educational Rights and Privacy Act ("FERPA," 20 U.S.C. §1232g) and/or "personally identifiable information" as defined in FERPA's implementing regulations (34 CFR §99.3), which information is hereinafter collectively referred to as "Student Data." With regard to Student Data:
 - a. Students will comply with all applicable laws and regulations, including FERPA and the Illinois School Student Records Act, relating to confidentiality, privacy, and data security.
 - b. Students will have access to Student Data on an "as needed" basis, only as necessary to implement the program under the Agreement.
 - c. Students will comply with 34 CFR §99.33(a) relating to the use and redisclosure of Student Data and must coordinate any use and redisclosure outside of SASED programs with SASED.
 - d. Students shall maintain all reasonable measures to prevent any unauthorized person from gaining access to Student Data.
 - e. At conclusion of the clinical placement and upon termination, cancellation, expiration, or other conclusion of the Agreement, students (and University to the extent University maintains the students' records) shall return all Student Data to SASED and shall delete all Student Data in their possession and from their operational systems.

5. To the extent of any conflict between this Addendum and the Agreement, the terms and conditions of this Addendum shall control.

6. All other terms of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, this Addendum has been executed by SASSED and the University on the date identified below.

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

By: M. McGuffin

Date: 2/1/2023

Print Name: Melinda McGuffin

Title: Executive Director

UNIVERSITY

By: Lisa J. Connor

Date: 8/30/2022

Print Name: Lisa Connor, PhD., OTR/L

Title: Associate Dean and Director

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between The School Association for Special Education in DuPage County ("SASED"), which is operating as Early CHOICES ("Early CHOICES"), and Inclusive Schooling ("Contractor") (collectively referred to as "the Parties").

The Parties agree as follows:

1. **SERVICES.** Early CHOICES shall engage Contractor to provide the following service: to plan and facilitate Circles from the Start webinar workshop - Session 2
2. **TERM.** Contractor shall provide services to Early CHOICES pursuant to this Agreement during the period from February 1, 2023 to February 28, 2023 ("Agreement Term").
3. **COMPENSATION.** In exchange for the services provided pursuant to Paragraph 1, Early CHOICES shall pay Contractor \$5,000, plus related travel expenses not to exceed N/A. Contractor must submit a signed "Contractor Request for Payment" form to SASED to initiate payment. Contractor will be issued a Form 1099 and shall be solely responsible for paying all applicable payroll or employment taxes, including but not limited to FICA, federal personal income tax, state personal income tax, and state disability tax.
4. **EXPENSES.** Contractor shall bear all other expenses incurred in the performance of this Agreement unless pre-approved in writing by SASED's Executive Director or designee.
5. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor and not an employee of SASED or Early CHOICES. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Unless otherwise stated in this Agreement, Contractor is not entitled to any of the benefits normally provided to employees of SASED or Early CHOICES.
6. **CONFIDENTIALITY.** Contractor acknowledges that she/he may have access to information that constitutes "school student records" as defined in the *Illinois School Student Records Act* (105 ILCS 10/1, et seq.) and/or "education records" as defined in the *Family Educational Rights and Privacy Act* ("FERPA," 20 U.S.C. §1232g) and/or "personally identifiable information" as defined in FERPA's implementing regulations (34 CFR §99.3), which information is collectively referred to as "Student Data." With regard to Student Data, Contractor certifies that she/he will comply with all applicable laws, regulations and SASED policies relating to confidentiality, privacy, disclosure and data security. At the conclusion of the Agreement Term, Contractor agrees to return all Student Data to Early CHOICES.
7. **OTHER RULES AND POLICIES.** Contractor agrees to abide by any other rules, policies, and procedures as communicated by Early CHOICES.
8. **TERMINATION.** This Agreement may be terminated early for the following reasons:

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

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

9. **RETURN OF PROPERTY.** Upon termination or completion of the Agreement Term, Contractor will promptly return to Early CHOICES all property belonging to Early CHOICES, including without limitation: all computers, technology, office supplies, keys and any other property in any form.
10. **CONTINUING OBLIGATIONS.** Notwithstanding the termination of this Agreement for any reason, the provisions of Paragraph 6 of this Agreement will continue in full force and effect following such termination.
11. **NON-DISCRIMINATION.** Contractor agrees that she/he shall not discriminate on the basis of an individual's actual or perceived race, color, creed, religion, religious practice, national origin, ethnic group, sex, gender identity, sexual orientation, political affiliation, age, marital status, military status, veteran status, disability, domestic violence victim status, arrest or conviction record, genetic information or any other status protected by law in its programs and/or activities.
12. **LIABILITY.** Contractor agrees to indemnify and hold harmless SASSED, its employees and agents, against any and all claims, damages, costs, losses, and/or expenses arising from or related to the performance of this Agreement. This includes but is not limited to reasonable attorney's fees.
13. **WAIVER.** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
14. **SEVERABILITY.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements,

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

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

For Contractor: Inclusive Schooling
7518 Travertine Place
Manlius, NY 13104

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

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

18. **BOARD APPROVAL.** This Agreement is subject to the approval of the SASSED Board of Control.

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

SASSED

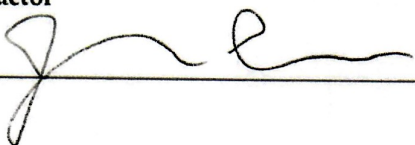
By: _____
Executive Director

Date: _____

By: _____
Director of Business Operations

Date: _____

Contractor

By:  _____

Date: 2-2-23

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **SALT CREEK #48 1110 S. Villa Avenue, Villa Park**, DuPage County, Illinois, having its principal offices at, 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:

Salt Creek Primary School: 980 S. Riverside Drive Elmhurst, Illinois

including all furnishings and ordinary school equipment present in said one (1) 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 the term of ESY, Summer 2023, encompassing the below date. 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. The Lessee shall notify the Lessor of any such renewal request in writing by October 1, 2023 and the Lessor shall accept or decline the renewal request by October 31, 2023 in writing.

- a. Staff Orientation June 28 and June 29 from 8:15-3:15
- b. Staff: 8:00-12:30, Students 8:15-12:15
 - July 3, 5, 6 (Monday-Thursday)
 - July 10, 11, 12, 13 (Monday- Thursday)
 - July 17, 18, 19, 20 (Monday-Thursday)
 - July 24, 25, 26, 27 (Monday-Thursday)
- c. ESY administrators would have use of the building July 28 and July 31, 2023 for "close-out" tasks.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the summer of 2023, it is hereby agreed that the rent amount is \$17,000.00 for Level III use of each building.

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before September 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 damage 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 insure 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 need is level III, the description is provided below:

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. This level indicates that the SASSED staff and students are an integral part of the building. SASSED staff have access to general supplies, copy machines, etc. as do all other staff. 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. 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.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 48
1110 S. Villa Avenue
Villa Park, IL 60181

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

By:

Its President

SASED Executive Director

ATTEST:

ATTEST:

Secretary

SASED Director of Business Services/CSBO

LEASE

1. PARTIES: The parties to this Lease are the Board of Education **Center Cass School District #66 699 Plainfield Road Downers Grove**, DuPage County, Illinois, having its principal offices at, 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:

Lakeview Junior High School 701 Plainfield Road, Downers Grove, IL

including all furnishings and ordinary school equipment present in said one (1) 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 the term of ESY, Summer 2023, encompassing the below date. 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. The Lessee shall notify the Lessor of any such renewal request in writing by October 1, 2023 and the Lessor shall accept or decline the renewal request by October 31, 2023 in writing.

- a. Staff Orientation June 28 and June 29 from 8:15-3:15
- b. Staff: 8:00-12:30, Students 8:15-12:15
 - July 3, 5, 6 (Monday-Thursday)
 - July 10, 11, 12, 13 (Monday- Thursday)
 - July 17, 18, 19, 20 (Monday-Thursday)
 - July 24, 25, 26, 27 (Monday-Thursday)
- c. ESY administrators would have use of the building July 28 and July 31, 2023 for "close-out" tasks.

4. RENT AND RELATED COSTS: Lessee agrees to pay Lessor rent as determined by the SASED Board of Control. For the summer of 2023, it is hereby agreed that the rent amount is \$17,000.00 for Level III use of each building.

5. PAYMENT OF RENT: Lessee agrees to pay rent in one lump sum on or before September 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 damage 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 insure 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 need is level III, the description is provided below:

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. This level indicates that the SASSED staff and students are an integral part of the building. SASSED staff have access to general supplies, copy machines, etc. as do all other staff. 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. 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.

THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 66
699 Plainfield Road
Downers Grove, IL 60516

SCHOOL ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE (SASED)
2900 Ogden Avenue
Lisle, IL 60532

By:

By:

Assistant Superintendent for Business

SASED Executive Director

ATTEST:

ATTEST:

Secretary

SASED Director of Business Services/CSBO



INFINITEC FY24 LETTER of AGREEMENT

By APRIL 28, 2023, please review and complete information requested.

Please return a signed copy of Agreement Pages 1-4 & District Info Sheet

via scan to membership@ucpnet.org or fax to 708.444.4204, attention Jenn Skalitzky

Please call with questions

708-444-8460 x265

Infinitec Assistive Technology Coalition

Letter of Agreement July 1, 2023 to June 30, 2024

This agreement is made between UCP Seguin of Greater Chicago – Infinitec (“Infinitec”), and:
The School Association for Special Education in DuPage County

Please Print ORGANIZATION Name (“Organization”)

2900 Ogden Avenue

ORGANIZATION Address

Lisle, Illinois

City, State

60532

Zip Code

Dr. Melinda McGuffin

Director of Special Education

mmcguffin@sased.org

Email Address

630-955-8104

Phone Number

Infinitec Responsibilities

Infinitec will provide the following services to Organization:

Information and Expertise Resources

- Access to Infinitec website (<http://www.myinfinitec.org>) which will be available 24 hours a day/7 days a week
- Networking opportunities with other assistive technology service providers
- Access to phone, email, and web-based technical assistance with Infinitec.

Training Resources

- Provide access to Infinitec sponsored webinars and seminars
- Provide access to Video Training Programs streamed via the Infinitec website on priority topics including many of the state required trainings.
- Provide access to Engage Online Training Administration System
 - The ENGAGE Online Training Administration System from Infinitec engages the Organization's staff in online training enabling the Organization to assign or recommend presentations from the 700+ myinfinitec.org Online Classroom. ENGAGE also allows the Organization to produce activity reports that help track the progress staff members are making on their assigned or recommended activities.
 - PRIVATE CONTENT: The Private Content feature offers Infinitec Coalition members and Organizations the ability to post their internally developed training modules, supporting documents, external links and related quizzes in the Infinitec Online Classroom, where they will be made available privately and exclusively to that Organization's staff

Equipment Resources

- Infinitec Assistive Technology Library
- Group Buy Offerings (i.e. discounts for volume purchases) for specific software/ equipment available annually (e.g. from April 15 through December 15)

ORGANIZATION Responsibilities

Organization agrees to:

- Work with the Infinitec representatives to contribute non-monetary resources to benefit the entire Infinitec program including but not limited to such items as PowerPoint™ presentations, video training presenters, Sheets, Tip Sheets etc.
- Provide payment for access fees and services within 60 days of billing.
- Identify Organization representative to participate in scheduled network trainings to coordinate the provision of services from Infinitec for their Organization

Both Parties agree to the following:

- Duration of Agreement. The term of this agreement shall be from beginning July 1, 2023 and extending through the end of the business day on June 30, 2024.
- Renewal of Agreement. This agreement may be renewed for additional one-year periods by providing written notification to Infinitec of intent to renew by end of April of each year. Renewal is subject to the following:
 - Payment-in-full of all membership and program service fees incurred within 60 days of the billing date.
 - Return of all equipment loaned on or before the return due date.
- Fees. The annual membership fee is equal to the amount of \$0.72 times each student enrolled in each organization. This count will be based on the previous Fall's annual Organization's student enrollment count form filed with the ISBE. The minimum fee assess will be \$1,315 and the maximum is \$46,999.
 - Collaboration/Training is provided as requested via an additional fee for service
 - Fees are charged for Coalition trainings hosted around the State.
 - Equipment rental fee of 5% per month of the replacement cost of the item borrowed and graduated fees beyond 3 months. Designated rental credit will be applied towards purchase of the equipment rented.
- Disclaimer: All information from Infinitec is provided "as-is," and all warranties, express or implied, are disclaimed (including but not limited to the disclaimer of any implied warranties of merchantability and fitness for a particular purpose). No advice or information, whether oral or written, obtained by Organization from Infinitec shall create any warranty, representation, or guarantee not expressly stated in this Agreement. We do not provide legal advice nor enter into any attorney-client privilege.

- **Limitation of Liability:** Infinitec’s liability under this Agreement is limited to the price paid by Organization for the services to be provided hereunder. In no event shall Infinitec be liable to Organization or any other person for any indirect, incidental, special, exemplary or consequential damages, including, but not limited to, lost profits, loss of business, personal injury or accidental damages suffered or incurred by Organization or any other person. The foregoing limitation also includes Organization’s claims based on the claims of third parties.
- Both Parties shall comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g (“FERPA”). Organization acknowledges that certain information about Organization’s students could be contained in records maintained by Infinitec and that this information can be confidential by reason of FERPA and related Organization policies. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. Infinitec shall comply with all other applicable federal and state laws and regulations regarding the confidential and secure treatment of Personally Identifiable Information and Personal Health Information. This includes, but is not limited to: Health Insurance Portability and Accountability Act (“HIPAA”); Protection of Pupil Rights Amendment (“PPRA”), Children’s Online Privacy Protection Rule, 15 U.S.C. 6501-6505 (“COPPA”); Individuals with Disabilities Education Act, 20 U.S.C. 33 (“IDEA”); and the Illinois School Student Records Act, 105 ILCS 10/1, *et seq.*
- This Agreement shall be governed by the laws of Illinois.

Executed on the date last written below, by and between:

Dr. Melinda McGuffin, Executive Director

1. **Print Name of District/Cooperative Authorized Leader with Title:** _____

2/13/23

2. **Signature of District/Cooperative Authorized Leader** _____ **Date**

Signature of UCP Seguin/Infinitec EVP _____ **Date**

If a cooperative please complete the member district sheet included.

UCP Seguin/Infinitec FEIN#: 36-2894174

District Information Form

Please list information for each district served by your agency.

This is helpful to ensure UCP/Infinitec knows which districts are eligible to participate in coalition activities. Secondly, the numbers of districts and schools are helpful for pursuing grants, etc.

Please complete and attach District Information Form to Membership Renewal and scan to membership@ucpnet.org, fax 708-444-4204, or mail to:

J. Skalitzyk - UCP/Infinitec - 7550 W. 183rd St. - Tinley Park, IL 60477
by **April 20, 2023**



Name of School District	School District Number (#)	Superintendent	Number of Schools
Keeneyville SD20	20	Dr. Omar Castillo	4
Benjamin SD25	25	Dr. Jim Woell	1
West Chicago Elementary SD33	33	Dr. Kristina Davis	11
Winfield SD34	34	Dr. Matt Rich	2
DuPage County 45	45	Dr. Anthony Palmisano	9
Salt Creek SD48	48	Dr. Frank Evans	3
Downers Grove Grade School SD58	58	Dr. Kevin Russell	14
Maercker SD60	60	Dr. Sean Nugent	3
Cass SD63	63	Mr. Mark Cross	2
CCSD 66	66	Dr. Andrew Wise	3
Woodridge SD68	68	Dr. Patrick Broncato	7

Name of School District	School District Number (#)	Superintendent	Number of Schools
DuPage High SD88	88	Dr. Jean Barbanente	2
CHSD 94	94	Dr. Moses Cheng	1
CHSD 99	99	Dr. Hank Thiele	3
CCSD 180	180	Dr. Thomas Schneider	2
CUSD 201	201	Mr. Kevin Carey	5
Lisle SD202	202	Dr. Keith Filipiak	3
Elmhurst SD205	205	Dr. Keisha Campbell	14

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

Granite City Community School District #9

and

Provider

rethinkEd

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

[Owens City Community School District], located at [2200 Mayfield Dr., Owens City, OH] (the "Local Education Agency" or "LEA") and
[rethinkEd], located at [48 West 27th St., 8th Floor] (the "Provider").
New York, NY 10001

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

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

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

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as Exhibit "G" are hereby incorporated by reference into this DPA in their entirety.
 - If checked, LEA and Provider agree to the additional terms or modifications set forth in Exhibit "H". (Optional)
 - If Checked, the Provider, has signed Exhibit "E" to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in Exhibit "A" (the "Services").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Bradley Smith Title: Technology Director

Address: 3200 Maryville Rd, Granite City IL, 62040

Phone: 618-451-5800 ext 2012 Email: brad.smith@gcsd9.net

The designated representative for the Provider for this DPA is:

Name: Diana Frezza Title: Senior Vice President

Address: 49 West 27th St., 6th Floor
New York, NY 10001

Phone: 845-587-1523 Email: diana.frezza@rethinkEd.com

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

LEA: Granite City Community School District #9

By: *Bradley J. Smith* Date: 5/6/21

Printed Name: Brad Smith Title/Position: _____

Provider: rethinkEd

By: *Diana Frezza* Date: 05/06/2021

Printed Name: Diana Frezza Title/Position: Senior Vice President

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

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

5. **De-Identified Data**: Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D."
7. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

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

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
DESCRIPTION OF SERVICES

Rethink SEL Educator Access Licenses - Teachers, Classified Staff, Administration, Counselors, Psychologists- On-Demand Training Series, Lesson Library, Resources, Assessments, Scoring, Incident Tracking and Reporting

Rethink SEL Student Access Licenses - Includes grade level content Pre K-12 for Tiers 1, 2, 3, student activity center, and parent access per student

Virtual training and Coaching with assigned Implementation Manager plus ongoing Support

EXHIBIT "B"
SCHEDULE OF DATA

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

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

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

EXHIBIT "C" **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

{ }

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

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

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

{ }

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Granite City Community School District #9 ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address: diana.frezza@rethinkEd.com.

PROVIDER: rethinkEd
BY: Diana Frezza Date: 05/06/2021
Printed Name: Diana Frezza Title/Position: Senior Vice President

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Granite City Community School District #9 and rethinkEd.
**PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5, **

Subscribing LEA:
BY: Brad Smith Date: 5/6/21
Printed Name: Brad Smith Title/Position: Technology Director
SCHOOL DISTRICT NAME: Granite City Community School District #9
DESIGNATED REPRESENTATIVE OF LEA:
Name: Brad Smith
Title: Technology Director
Address: 3200 Maryville Rd
Telephone Number: (618) 451-5800 ext 2012
Email: brad.smith@gcsd9.net

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

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

Cybersecurity Frameworks

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

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

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

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

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

This **Exhibit G**, Supplemental SDPC State Terms for Illinois ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Granite City Community School District #9

_____ (the "Local Education Agency" or "LEA") and _____ (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

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

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

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

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

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

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

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

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

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

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

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

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

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

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

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

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

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

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

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

14. DPA Term.

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

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version _____

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

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

None

Standard Student Data Privacy Agreement

IL-NDPA v1.0a

School District or LEA

School Association for Special Education in DuPage

and

Provider

Ripple Effects, Inc.

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

[Association for Special Education in D], located at [2900 Ogden Ave. Little, IL 60532] (the “Local Education Agency” or “LEA”) and
[Ripple Effects, Inc.], located at [4020 East Madison, Suite 321 Seattle, WA] (the “Provider”).

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

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

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

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

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.
2. **Special Provisions. Check if Required**
 - If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
 - If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
 - If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three years. Exhibit E will expire 3 years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit “A”** (the “Services”).
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Melinda McGuffin Title: Executive Director

Address: 2900 Ogden Avenue Lisle, Ill 60532

Phone: 630-955-8112 Email: mmcuffin@sased.org

The designated representative for the Provider for this DPA is:

Name: Lewis Brentano Title: Vice President

Address: 4020 East Madison, Suite 321, Seattle, WA 98122

Phone: 888-259-6618X504 Email: lbrentano@rippleeffects.com

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

LEA: School Association for Special Education in DuPage

By:  Date: 02/13/2023

Printed Name: Melinda McGuffin Title/Position: Executive Director

Provider: Ripple Effects, Inc.

By:  Date: 2/14/2023

Printed Name: Lewis Brentano Title/Position: Vice President

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

- 1. Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
- 2. Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
- 3. DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

- 1. Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
- 2. Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.
- 3. Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests.** Should law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights.** If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in Exhibit A or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider’s employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or

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

5. **De-Identified Data:** Provider agrees not to attempt to re-identify de-identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which de-identified data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "Directive for Disposition of Data" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ Exhibit "D," no further written request or notice is required on the part of either party prior to the disposition of Student Data described in Exhibit "D".
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA . The Provider will cooperate reasonably with the LEA and any local, state, or federal

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

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
 - (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.

- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

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

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between Exhibit H, the SDPC Standard Clauses, and/or the Supplemental State Terms, Exhibit H will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.
4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"

DESCRIPTION OF SERVICES

Ripple Effects provides web-based instructional software for students and professional development software for teachers to teach social emotional skills, classroom management skills, and provide prevention curricula and behavioral health supports.

EXHIBIT "B"
SCHEDULE OF DATA

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

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

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

EXHIBIT "C" DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "D"
DIRECTIVE FOR DISPOSITION OF DATA

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

1. Extent of Disposition

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

[]

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

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

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

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Company

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and School Association for Special Education in DuPage ("Originating LEA") which is dated 02/13/2023 , to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address: lbrentano@rippleeffects.com.

PROVIDER: Ripple Effects, Inc.

BY: _____ Date: _____

Printed Name: Lewis Brentano Title/Position: Vice President

2. Subscribing LEA

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

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

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email: _____

EXHIBIT "F"
DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks
2/24/2020

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

Cybersecurity Frameworks

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. A list of the students whose Student Data was involved in or is reasonably believed to have been involved in the breach, if known; and
- b. The name and contact information for an employee of the Provider whom parents may contact to inquire about the breach.

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

- a. Providing notification to the parents of those students whose Student Data was compromised and regulatory agencies or other entities as required by law or contract;
- b. Providing credit monitoring to those students whose Student Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the student's credit or financial security;
- c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA

as a result of the security breach; and

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

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

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

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

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

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

14. DPA Term.

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

15. **Termination.** Paragraph 1 of Article VII shall be deleted, and the following shall be inserted in lieu thereof: "In the event either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or been terminated. One party may terminate this DPA upon a material breach of this DPA by the other party. Upon termination of the DPA, the Service Agreement shall terminate."
16. **Privacy Policy.** The Provider must publicly disclose material information about its collection, use, and disclosure of Student Data, including, but not limited to, publishing a terms of service agreement, privacy policy, or similar document.
17. **Minimum Data Necessary Shared.** The Provider attests that the Student Data request by the Provider from the LEA in order for the LEA to access the Provider's products and/or services is limited to the Student Data that is adequate, relevant, and limited to what is necessary in relation to the K-12 school purposes for which it is processed.
18. **Student and Parent Access.** Access by students or parents/guardians to the Provider's programs or services governed by the DPA or to any Student Data stored by Provider shall not be conditioned upon agreement by the parents/guardians to waive any of the student data confidentiality restrictions or a lessening of any of the confidentiality or privacy requirements contained in this DPA.
19. **Data Storage.** Provider shall store all Student Data shared under the DPA within the United States.
20. **Exhibits A and B.** The Services described in Exhibit A and the Schedule of Data in Exhibit B to the DPA satisfy the requirements in SOPPA to include a statement of the product or service being provided to the school by the Provider and a listing of the categories or types of covered information to be provided to the Provider, respectively.

EXHIBIT "H"
Additional Terms or Modifications
Version N/A

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

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

None

School Association for Special Education in DuPage

Through Month: January

Budget Progress Statement

	(A.)	(B.)	(C.)	(D.)	(E.)	(F.)	(G.)	(H.)	(I.)	(J.)	(K.)	(L.)	(M.)
Revenues					Percent								
<u>Combined Educ/O&M</u>	FY2020-21			FY2021-22	Change		FY2022-23				FY2022-23		Percent
	Actual			Actual	FY21 to FY22		Budget				CURRENT		Change
											Projection		FY22 to FY23
Local Sources													
Tuition	14,360,880			13,680,179	-4.7%		15,337,875			Tuition Billing/ADE	14,954,201		9.3%
Services	10,043,777			11,057,980	10.1%		11,376,725			Purchased Services	13,158,996		19.0%
Other	190,782			-187,133	-198.1%		280,000				280,000		
State Sources													
Grants-in-Aid	3,241,578			2,800,276	-13.6%		2,800,857				2,800,857		0.0%
Transportation	0			347,987			375,000				375,000		7.8%
Federal Sources													
IDEA -SASED	0			836,490			840,000				840,000		0.4%
Grants in Aid	2,462,329			1,708,451	-30.6%		2,146,254			EarlyChild/VAC/Med-Outreach/ESSR	2,004,741		17.3%
Total Revenues	30,299,346			30,244,230	-0.2%		33,156,711				34,413,796		13.8%

Expenditures	Through			Through			Through			Year-End	FY2022-23 CURRENT Projection	Projected	
	Audited	January	Percent	Audited	January	Percent	January	Formula	Formula	FY2022-23		Budget to	Percent
	FY2020-21	FY2020-21	FY21	FY2021-22	FY2021-22	FY22	FY2022-23	FY2022-23	Percent	FY2022-23		Actual	Change
Educational Fund	Actual	Actual	Actual	Actual	Actual	Actual	Budget	YTD Actual	Percent	Projected		Variance	FY22 to FY23
			(B.) / (A.)			(E.) / (D.)			(B.+E.)/(A.+D.)		(K.) - (G.)		
Salaries	20,380,916	9,019,405	44.3%	19,905,452	9,033,786	45.4%	19,834,768	9,087,472	44.8%	20,279,032	20,079,220	244,452	0.9%
Benefits	5,635,889	2,546,707	45.2%	5,187,784	2,453,574	47.3%	5,524,294	2,161,900	46.2%	4,679,677	5,273,666	-250,628	1.7%
Contract Staffing	302,533	134,522	44.5%	1,076,825	387,466	36.0%	922,106	1,501,089	37.8%	3,966,649	3,200,000	2,277,894	197.2%
Purchased Services	3,583,347	2,163,152	60.4%	4,898,121	2,311,538	47.2%	5,791,986	3,021,713	52.8%	5,727,450	5,200,000	-591,986	6.2%
Supplies/Materials	462,827	266,519	57.6%	485,933	262,674	54.1%	774,891	234,621	55.8%	420,639	420,000	-354,891	-13.6%
Capital Outlay	7,716	4,316	55.9%	51,309	0	0.0%	89,672	86,508	7.3%	89,672	89,672	0	74.8%
Dues/Fees/Other	317,499	0	0.0%	20,855	0	0.0%	0	0	0.0%	0	0	0	-100.0%
Non-Cap Equipment	135,640	40,330	29.7%	161,530	148,638	92.0%	238,000	276,900	63.6%	435,450	238,000	0	47.3%
Totals	30,826,367	14,174,951	46.0%	31,787,809	14,597,675	45.9%	33,175,717	16,370,203	46.0%	35,598,567	34,500,557	1,324,840	8.5%
Total Staffing	26,319,338	11,700,634	44.5%	26,170,061	11,874,826	45.4%	26,281,168	12,750,461	44.9%	28,925,358	28,552,885	2,271,717	
		%Change FY to FY		-0.6%	1.5%		0.4%	7.4%		10.5%	9.1%		

Operations & Maintenance Fund

Purchased Services	0	0	0.0%	0	0		0	0					
Capital Outlay	39,150	0	0.0%	99,457	0	0.0%	175,000	79,532			175,000	0	
Non-Cap Equipment	0	0		0	0		25,000	0			25,000	0	
Totals	39,150	0	0.0%	99,457	0	0.0%	200,000	79,532			200,000	0	0.0%

Revenues Minus Expenditures

	<u>-566,171</u>			<u>-1,643,036</u>			<u>-219,006</u>				<u>-286,762</u>		
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Operational Services

Fund Balances

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

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

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

School Association for Special Education in DuPage County
 Month-End Cash Balances History

<u>Fiscal Year</u>		Month-End		Month-End		Month-End		
<u>FY2020-21</u>		Balance	<u>FY2021-22</u>	Balance	<u>FY2022-23</u>	Balance		
July	2020	10,353,033	July	2021	10,486,205	July	2022	8,876,683
August	2020	14,358,637	August	2021	16,985,561	August	2022	11,622,033
September	2020	15,488,953	September	2021	14,748,225	September	2022	12,016,389
October	2020	16,018,443	October	2021	15,341,655	October	2022	14,056,894
November	2020	20,470,917	November	2021	19,256,592	November	2022	14,094,026
December	2020	20,737,736	December	2021	18,140,950			
January	2021	21,237,021	January	2022	17,809,713			
February	2021	22,180,447	February	2022	18,203,550			
March	2021	19,557,053	March	2022	18,006,954			
April	2021	17,608,299	April	2022	16,025,046			
May	2021	15,749,121	May	2022	13,435,575			
June	2021	13,315,601	June	2022	11,431,166			



2023-2024 Program Vision

Informational Presentation to the
Board of Control
Wednesday, February 22, 2023



Matthew B. Layton, Ed.S
Director of Programs and Services

Updated Program Placement Process

The updated Program Placement Process ensures that:

- Member districts are able to access placements;
- Procedural guidelines are followed in accordance with IDEA and IL School Code, and;
- A seamless transition is coordinated with the district team and SASED program team.

SASED
Teaching - Leading - Believing

PROGRAM PLACEMENT PROCESS

This document guides District Administrators and IEP Teams when considering a student's appropriate placement/ least restrictive environment (LRE). The document outlines four processes when considering a SASED program as the appropriate placement in the LRE for a student.

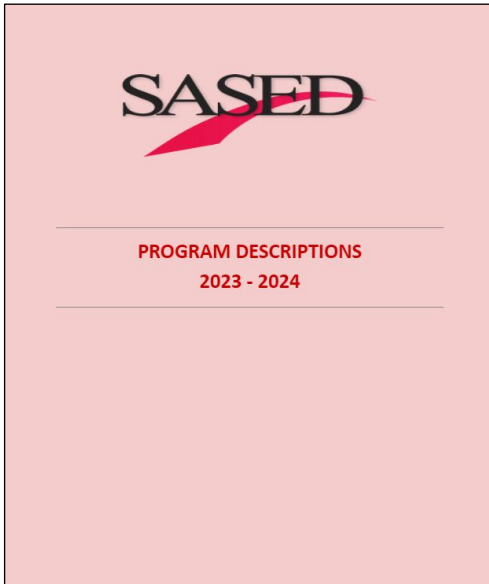
Placement Process for Student currently enrolled in Member District <i>(Change in Placement, Change in Location, and Transition from EI)</i>	Placement Process for Student transferring from another Illinois District	Placement Process for Student transferring from Out-of-State	Placement Process for Students with an Outdated/Overdue IEP
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IDEA requires that school districts educate students with disabilities with their nondisabled peers to the maximum extent appropriate for each student (34 CFR §300.114 (a)(2)(i)). Additionally, districts must ensure that a student with a disability is removed from the regular educational environment (including removal to separate schools or special classes) only when the nature or severity of the student's disability is such that education in regular education classes with the use of supplementary aids and services cannot be achieved satisfactorily (34 CFR §300.114 (a)(2)).

PLACEMENT PROCESS FOR STUDENTS CURRENTLY ENROLLED IN MEMBER DISTRICT	
Pre-Steps	
1	Review Program Description Page
2	Review Enrollment Dashboard SASED PROGRAM ENROLLMENT DASHBOARD (22-23)
3	Submit the SASED Program Consideration Form* * This form will notify SASED that there may be consideration of a change in placement for a student. This notification will enable SASED to hold a seat until placement is discussed and the student's IEP team makes a placement decision.
Determining Reevaluation Need	
Initial Eligibility	The District IEP team must complete an evaluation, determine eligibility, develop an appropriate IEP, and receive consent for the initial provision of special education services before placement, including placement in a SASED program. <ul style="list-style-type: none"> • Document the review and consideration for an evaluation in additional notes • Complete the ISBE 34-57A form.
Determining Reevaluation Need for students with a current IEP	The District IEP team must review and consider the current IEP, the most recent evaluation, and other relevant academic and functional progress and performance data to determine whether there is a need to reevaluate the student before making the placement change. <ul style="list-style-type: none"> • Document the review and consideration for a reevaluation in additional notes • Complete ISBE 34-57A form

Note: If a student is demonstrating significant behaviors which are part of the basis for considering a more restrictive environment (MRE), the IEP Team should have conducted a FBA and developed a BIP. If not in place, before considering a placement change. For a student for whom a FBA has been conducted and a BIP is part of the IEP, the IEP Team should consider if an updated FBA should be conducted and/or the BIP should be revised.

Updated Program Descriptions



Rationale for program redesign:

- Creation of new cross-categorical programs focused on **areas and intensity** of need - not driven by the identified disability.
- Provides districts with an extension of their continuum with flexible programming considerations for students with disabilities requiring more extensive supports and specialized services.



Proposed Program and Structure Change

DHH	Vision	03 - SLE Early Childhood - 12th Grade	04 - ISLE Elementary Program	04 - ISLE Secondary Program	Secondary Transition
Continue to provide programming for EC to 8th grade	Continue to provide programming for EC to Transition	Implement new program design/model to support students with complex learning needs.	Creation of separate elementary public day program for students with significant and complex needs (e.g., behavior, medical, learning). <i>Add programming to include early childhood.</i>	Creation of separate secondary public day program for students with significant and complex needs (e.g., behavior, medical, learning). <i>Add programming to support high school students with autism.</i>	Continue options for students with complex learning needs. Revise program model during the 23-24 school year.

Redesign programming focused on areas of need and intensity - not by disability

Staff Professional Learning Focus



Professional Learning will be an integral part of the 2023-2024 program vision. Through a consolidation of sites, more opportunities for focused professional learning and collaboration are created thereby providing ***equitable learning opportunities*** across all staff groups.

Professional learning will be delivered through a combination of in-person, recorded (asynchronous) modules, discussion (problem of practice exercises), data reviews, and feedback from learning walkthroughs.

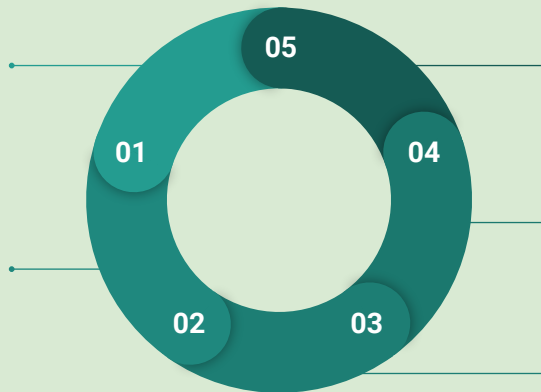
Professional Learning Strands - Teachers

Case Management and IEP Development

This strand will focus on the management of the IEP Process (***Development, Implementation, and Evaluation***). Teachers will learn how to develop compliant and high-quality, meaningful IEPs to promote growth, narrowing of gaps, and to promote student independence.

Content Knowledge

Development of literacy and math content knowledge related to standards and pedagogy.



Social Emotional Learning (SEL)

Building the skill set and knowledge to support effective SEL practices. Professional learning will also focus on implementation of new SEL curriculum.

Learning Environment

Focus on the creation of equitable and responsive learning environments with an emphasis on a structured teaching model to support access and promote independence..

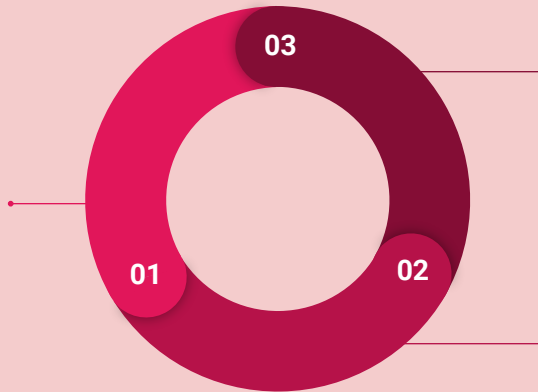
Specially Designed Instruction (SDI)

Planning and implementing effective SDI to support access to general education curriculum.

Professional Learning Strands- Related Service Providers

IEP Development

This strand will focus on the management of the IEP Process (Development, Implementation, and Evaluation). Related Service Providers will learn how to develop compliant and high-quality, meaningful IEPs to promote growth, close gaps, and promote independence.



Role/Practice Specific

This strand will focus on specific needs for each related service provider area.

Program Integration Support

This strand will focus on RSP role and support within program, specifically supporting access to general education curriculum.

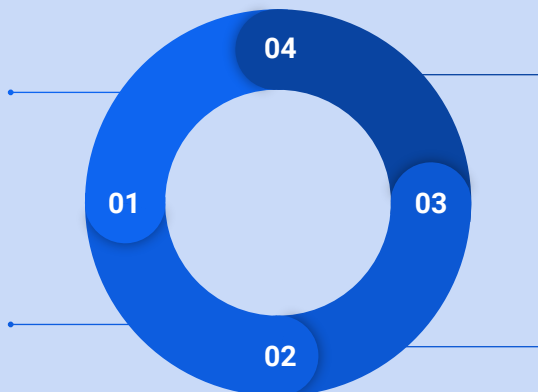
Professional Learning Strands - Paraprofessionals

Content

Understanding role in supporting student access to curriculum. Specific knowledge and skills to facilitate small group instruction..

Behavior Management

How to support students with challenging behaviors..



Promoting Student Independence

Techniques to support student independence. Prompting supports and fade planning.

Data Collection and Analysis

Collecting data and analyzing to determine supports for students.



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

To: Board of Control
 From: Melinda McGuffin, Executive Director
 Date: February 22, 2023
 Re: Enrollment

Purpose:

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

Enrollment Trends:

The chart below shows the changes in enrollment for each SASED program. Rows highlighted in yellow reflect changes between January 11, 2023 and February 1, 2023. Page two of this document provides information on current student enrollment by member district.

	Southeast	Directions	STARS	MN	Vision	DHH	Transition	Project SEARCH	Total Enrollment
September 2021 (as of 9/7/21)	63	19	37	100	64	46	15	11	355
September, 2022	58	22	36	94	58	31	14	11	324
October, 2022	65	23	36	96	56	31	13	11	331
November 1, 2022	61	24	35	95	56	33	12	11	327
December 1, 2022	63	24	35	96	57	36	12	11	334
January 10, 2023	61	26	36	97	57	37	12	11	337
February 1, 2023	62	27	36	97	58	37	12	10	339
Gains/Losses	+4/-3	+1/0	0	+2/-2	+1/0	+1/-1	0	0/-1	+9/-7
Net Change 1/11/23-2/1/23	+1	+1	0	0	+1	0	0	-1	+2

SASED Programs - Member & DWC Districts - Student Enrollment - February 1, 2023

Member District	Southeast	Directions EL, MS, HS	STARS	Multi Needs	Vision	DHH	Transition	Project Search	District Total
20	2			7		1			10
25				3		2			5
33	6	1		2		1			10
34	2	2	1						5
45	3	3	1	1	1	1			10
48	4	2	4	1	1				12
58	2	3	12	15	1				33
60	3	2	5	9	1	1			21
63	2	1	4	3					10
66			1	5					6
68	4	1	6	11		2			24
88	2	3		6	1		3	2	17
94	5	2		2			1		10
99	5	4		5	7		3		24
180	8		2	8	2				20
201	1			7	2		2		12
202	3	2		9			3		17
205	8			1	2	2			13
DWC+ Kane/Will/Kendall	2	1		2	40	27		8	80
Total Enrollment	62	27	36	97	58	37	12	10	339
	<i>SE total includes 0 CIBS student</i>								<i>grand total includes 0 CIBS student</i>
Difference from 1/10/2023	1	1	N/C	N/C	1	N/C	N/C	-1	2

Color Key:

plus

minus

LONG RANGE FACILITY ASSESSMENT AND LIFE SAFETY SURVEY



SCHOOL ASSOCIATION for SPECIAL EDUCATION in DUPAGE COUNTY

October 23, 2019



LIFE SAFETY SURVEY

School: SE Alternative School
 District: SASSED
 Date: October 23, 2019



Legend: Life Safety Items

Priority a = must do (complete within 1 year)
 Priority b = must do (complete within 5 years)
 Priority c = (not required by state)

	Locations, Room No.	Issue or Violation	Recommendation	Units of measure	Quantity	Estimated cost	Life Safety Priority	Time Period
Architectoral								
A-1	Wire Glass in Conference room 36, Offices 24, 25, 28, Classrooms 18, 19, 20, 22 and the reception area	The vision panels and/or sidelights at these doors contain wire glass, which can be very dangerous for students if broken.	Replace wire glass with tempered glass assemblies.	SF	60	\$12,000.00	a	One
A-2	Fire Rated Doors in Storage Room in Classroom 33 and storage room in cafeteria	The door assembly does not have the required fire rating.	Remove and replace existing with new fire rated door and frame.	EA	2	\$10,000.00	b	One
A-3	Cabinetry in All Classrooms	There are many metal cabinets and bookshelves in the classrooms which are not attached to the walls. Students could hang on the doors or stand on the shelves causing the units to tip over on them. Also, there are open shelves in the Art classroom that are on the verge of collapsing.	Fasten all of these cabinets securely to the walls behind them, and replace the open shelving in the art room.	LS	1	\$10,000.00	a	One
Mechanical								
M-1	Northeast Wing	The Corridor in the addition is being used as a return air plenum.	Create plenum area above ceiling and duct return from rooftop unit and classrooms from plenum.	LS	1	\$35,000.00	b	One
M-2	Throughout older section of facility	There is wood construction in return plenum area above ceiling. Areas where there is wood present should have ducted return.	Add return ductwork to areas that have wood in plenum.	LS	1	\$70,000.00	b	One
M-3	Cafeteria	Fire Dampers are required in return/transfer openings at storage rooms.	Install fire Dampers in wall penetrations.	EA	2	\$10,000.00	b	One

LIFE SAFETY SURVEY

School: SE Alternative School

District: SASED

Date: October 23, 2019



LIFE SAFETY ITEMS	
Sub-Total	\$147,000
20% Contingency	\$29,400
8% A/E Fees	\$11,760
*TOTAL	\$188,160

*Does Not Include Inflation



Project No. 18054

	TIME PERIOD ONE Targeting Years 1 thru 3	TIME PERIOD TWO Targeting Years 4 thru 6	TIME PERIOD THREE Targeting Years 7 thru 10	TOTALS
	2020 - 2022	2023 - 2025	2026 - 2029	
SITE ITEMS	\$0	\$0	\$0	\$0
ARCHITECTURAL ITEMS	\$32,000	\$0	\$0	\$32,000
ELECTRICAL ITEMS	\$0	\$0	\$0	\$0
MECHANICAL ITEMS	\$115,000	\$0	\$0	\$115,000
PLUMBING ITEMS	\$0	\$0	\$0	\$0
Subtotal*	\$165,346	\$0	\$0	\$165,346
10% Design Contingency	\$16,535	\$0	\$0	\$16,535
10% Construction Contingency	\$16,535	\$0	\$0	\$16,535
8% A/E Fees	\$13,228	\$0	\$0	\$13,228
TOTALS	\$211,642	\$0	\$0	\$211,642

* Subtotal includes a 4% annual rate of inflation starting in 2019
 Survey Year 2018

FACILITY SURVEY

School: SE Alternative School
 District: SASED
 Date: October 10, 2019



Legend:	Long Term/Maintenance Items
	Best Practice
	Owner Requested Items

Priority a = must do (complete within 1 year)
 Priority b = must do (complete within 5 years)
 Priority c = (not required by state)

	Locations, Room No.	Issue or Violation	Recommendation	Units of measure	Quantity	Estimated cost	Priority	Time Period
Site								
SM-1	Concrete Sidewalk	The existing concrete sidewalk directly west of the school has pock marks, and is beginning to break apart in a couple of locations.	Replace the sidewalk within the next five years.	SF	1500	\$15,000.00	c	One
SM-2	Playgrounds	The safety materials within the existing playground do not meet the CPSC standards, and the playground is not handicap accessible.	Replace the playground surfacing and provide a new concrete pathway, access ramp, and accessible equipment.	LS	1	\$20,000.00	c	Two
SM-3	Main Entrance	The existing main entrance is very dark, making it difficult to identify visitors until they are right in front of the doorway.	Provide several new skylights at the roof to bring natural light into this space.	LS	6	\$30,000.00	c	Three
Architectural								
AM-1	Exterior door opening numbers 2, 3, 9 and 13	The existing exterior hollow metal doors and frames are rusting and approaching the end of their useful life.	Remove and replace hollow metal doors and frames with new galvanized hollow metal or aluminum doors and frames.	EA	6	\$21,000.00	c	One
AM-2	Exterior door opening numbers 4,5,8 and 12	The existing exterior hollow metal doors and frames are beginning to rust, and will be at end of their useful life within five years.	Remove and replace hollow metal doors and frames with new galvanized hollow metal or aluminum doors and frames.	EA	5	\$17,500.00	c	Two
AM-3	Ceilings Throughout	The existing suspended ceiling systems throughout the older sections of the school are in poor condition.	Replace the existing suspended ceilings.	SF	11,000	\$88,000.00	c	One
AM-4	Roof Areas 3.1, 3.2, 5.0, 6.0	Roof areas 3.1, 3.2, 5.0, and 6.0 are severely aged, and will reach the end of their useful life within two to four years.	Remove and replace within two to four years.	SF	5,550	\$170,000.00	c	Two
AM-5	Roof Areas 8.2, 9.0	Roof areas 8.2 and 9.0 are in fair condition but are experiencing normal aging, and will reach the end of their useful life within four to eight years.	Remove and replace within four to eight years.	SF	2,400	\$70,000.00	c	Three

FACILITY SURVEY

School: **SE Alternative School**
 District: **SASED**
 Date: **October 10, 2019**



AM-6	Wheelchair Access in Classrooms 18, 19, 20 and 26	The existing classroom doorway and/or hallway provides a unique function, and is not handicap accessible.	SHORT TERM SOLUTION: Provide accessibility by providing an automatic operator on the door.	EA	4	\$10,000.00	c	Two
AM-7	Wheelchair Access in Classrooms 18, 19, 20 and 26	The existing classroom doorway and/or hallway provides a unique function, and is not handicap accessible.	LONG TERM SOLUTION: Rework doorway into room 20, and reconfigure and renovate rooms 18 and 19 to create one larger classroom.	EA	4	\$225,000.00	c	Three
AM-8	Cabinetry in All Classrooms	There are many metal cabinets and bookshelves in the classrooms which are mismatched, unsightly and do not have the storage capacity needed.	Provide about 12 lineal feet of new casework in each classroom, and 40 lineal feet in the Art room to safely handle the storage needs.	LF	180	\$120,000.00	c	Three

Electrical

EM-1	Throughout facility	Existing fire alarm system does not satisfy the requirements for Mass Notification indicated within the 2015 International Fire Code.	Install a new Mass Notification Fire Alarm System.	SF	28000	\$84,000.00	c	Three
EM-2	Electrical Equipment rooms	Electrical rooms are being used to store materials and equipment. Service clearance must be maintained in front of electrical panels and equipment.	Remove equipment and label floor in front of electrical equipment to designate area to be maintained as service space.			By Owner	c	Three

Mechanical

MM-1	Rooftop Units 1 through 3 - Engineered Air Units	Existing gas fired rooftop units are over 15 years old and showing signs of deterioration. Corrosion and cracking of heat exchangers will result in products of combustion entering building.	Replace existing rooftop units with new equipment.	EA	3	\$750,000.00	c	Two
MM-2	Computer Lab 32	An area that can be provided with air conditioning during a power outage is required to protect students that have low heat tolerance.	Install a Split System Cooling unit to serve room 32 that is powered from the existing natural gas emergency generator. The space will be served by recessed ceiling mounted cassette units with exterior air cooled condensing unit.	EA	3	\$40,000.00	c	Two

Plumbing

FACILITY SURVEY

School: SE Alternative School
 District: SASED
 Date: October 10, 2019



PM-1	Bathrooms throughout facility	The existing plumbing fixtures in the original building are the original fixtures and are worn and scratched. This makes it difficult to keep the fixtures clean.	Replace fixtures with new.	EA	16	\$64,000.00	c	Two
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LONG RANGE/MAINTENANCE ITEMS

Sub-Total	\$1,145,500
20% Contingency	\$229,100
8% A/E Fees	\$91,640
*TOTAL	\$1,466,240

BEST PRACTICE ITEMS

Sub-Total	\$539,000
20% Contingency	\$107,800
8% A/E Fees	\$43,120
*TOTAL	\$689,920

OWNER REQUESTED ITEMS

Sub-Total	\$40,000
20% Contingency	\$8,000
8% A/E Fees	\$3,200
*TOTAL	\$51,200

*Does not include inflation

***TOTAL** **\$2,207,360**

School Association for Special Education in DuPage County
 Facility Survey
 Southeast Alternative School

Long Term/Maintenance Items
Best Practice
Owner Requested Items



Project No. 18054

	TIME PERIOD ONE Targeting Years 1 thru 3	TIME PERIOD TWO Targeting Years 4 thru 6	TIME PERIOD THREE Targeting Years 7 thru 10	TOTALS
	2020 - 2022	2023 - 2025	2026 - 2029	
SITE ITEMS	\$15,000	\$20,000	\$30,000	\$65,000
ARCHITECTURAL ITEMS	\$109,000	\$197,500	\$415,000	\$721,500
ELECTRICAL ITEMS	\$0	\$0	\$84,000	\$84,000
MECHANICAL ITEMS	\$0	\$790,000	\$0	\$790,000
PLUMBING ITEMS	\$0	\$64,000	\$0	\$64,000
Subtotal*	\$139,475	\$1,355,769	\$768,055	\$2,263,299
10% Design Contingency	\$13,948	\$135,577	\$76,806	\$226,330
10% Construction Contingency	\$13,948	\$135,577	\$76,806	\$226,330
8% A/E Fees	\$11,158	\$108,462	\$61,444	\$181,064
TOTALS	\$178,528	\$1,735,384	\$983,111	\$2,897,023

* Subtotal includes a 4% annual rate of inflation starting in 2019
 Survey Year 2018



Senga Lowe <slowe@sased.org>

Joint Articles of Agreement

1 message

Soukup, Deena <dsoukup@ccsd180.org>

Tue, Jan 31, 2023 at 10:00 AM

To: "apalmisano@d45.org" <apalmisano@d45.org>

Cc: "slowe@sased.org" <slowe@sased.org>, "mmcguffin@sased.org" <mmcguffin@sased.org>, "awise@ccsd66.org" <awise@ccsd66.org>, "Schneider, Tom" <tschneider@ccsd180.org>

Dr. Anthony Palmisano,
CCSD180 took board action at our meeting on 1/30/2023 to sponsor an amendment to SASED's Joint Articles of Agreement.

Sincerely,
Deena Soukup
District Secretary
630-734-6678

**Articles-of-agreement-2023 Amendment Rev 1-26-23.pdf**

201K

SASED BOARD OF CONTROL RESOLUTION
APPROVING PROPOSED AMENDMENTS
TO THE
SASED ARTICLES OF JOINT AGREEMENT

WHEREAS, the Board of Control of the School Association for Special Education in DuPage (“SASED”) has received a proposed amendment to the SASED joint agreement; and

WHEREAS, the Board of Control determined that certain amendments to the SASED Articles of Joint Agreement are warranted to update criteria for Board of Control representation and operations, to redesignate that Board as the “Board of Directors,” and to comply with changes in applicable law, said proposed amendments appearing in annotated form on Exhibit A hereto; and

WHEREAS, the Board of Control has determined that said amendments are beneficial to SASED and its member boards of education and are appropriate for approval by the Board of Control and submission to the member boards of education for ratification in accordance with the SASED Articles of Joint Agreement.

NOW, THEREFORE, be it, and the same is hereby resolved by the Governing Board as follows:

Section 1. That the proposed amendments to the SASED Articles of Joint Agreement appearing in annotated form on Exhibit A hereto are hereby approved.

Section 2. That the Board of Control recommends and requests that the SASED member boards of education ratify the proposed amendments appearing in redacted form on Exhibit A hereto by adopting the sample resolution attached hereto as Exhibit B.

Section 3. That the Executive Director is authorized and directed to transmit a copy of this Resolution, and Exhibits A and B, to all SASED member boards of education and their respective Superintendents of Schools for consideration and ratification by the member boards.

Section 4. That the Board of Control requests that the member boards' Superintendents of Schools provide written notification of such ratification by returning a copy of the sample resolution attached hereto as Exhibit B, as approved by the member board, to the SASED Executive Director.

Section 5. That this Resolution shall take effect upon its passage.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

BOARD OF CONTROL OF THE SCHOOL
ASSOCIATION FOR SPECIAL EDUCATION IN
DUPAGE ("SASED")

BY: _____
Chairperson

ATTEST: _____
Secretary

DATE: _____

STATE OF ILLINOIS)) SS
COUNTY OF DuPAGE))

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Control of the School Association for Special Education in DuPage (“SASED”) (“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 22nd day of February 2023, said Resolution entitled:

SASED BOARD OF CONTROL RESOLUTION
APPROVING PROPOSED AMENDMENTS
TO THE
SASED ARTICLES OF JOINT AGREEMENT

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 of Control has complied with all of the provisions of said *Act* and with all of the procedural rules of the Board of Control.

IN WITNESS WHEREOF, I hereunto affix my official signature this ___ nd day of _____, 2023.

Secretary, SASED Board of Control

Secretary

EXHIBIT A

(Proposed Amendments to SASSED Articles of Joint Agreement)

EXHIBIT A

JOINT AGREEMENT/BY-LAWS FOR SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE (SASED)

As adopted by the SASED Policy Board, April
30, 1981 Revised: Effective, February 23,
1982

Revised: Effective, November 22, 1982

Revised: Effective, July 1, 1991

Revised: Effective, December 14, 1993

Revised: Effective, July 1, 1997

Revised: Effective, May 28, 1998

Revised: Effective, January 27, 2003

Revised: Effective February 23, 2010

Revised: Effective July 1, 2015

Revised: Effective July 1, 2016

Revised: Effective May 1, 2023

I. Name:

The name of the special education cooperative formed as a result of this joint agreement shall be: The School Association for Special Education in DuPage County, hereinafter called SASED.

II. Purpose:

The purpose of the cooperative formed as a result of this joint agreement shall be to provide special education programs and services to students enrolled in the public school districts that comprise SASED pursuant to Sections 3-15.14 and 10-22.31 of *The Illinois School Code*.

III. Membership:

A. Membership in this Cooperative, as of July 1, 1997, shall include the Districts listed in Appendix A. Districts that become members of SASED pursuant to the terms of this Joint Agreement subsequent to July 1, 1997, shall be listed in Appendix B.

B. Membership in SASED shall be open to all public school districts in DuPage County and all public school districts contiguous to school districts within DuPage County. School Districts desiring to join SASED shall submit a request to the Board of **Directors** ~~Control~~ not later than January 1 of the year the district wishes to Join SASED. The request shall include information related to the district's size and special education needs. The request shall be granted or denied by a majority vote of the entire Board of **Directors** ~~Control~~. The Board of **Directors** ~~Control~~ may grant the request on such terms and conditions as it deems

EXHIBIT A

appropriate but in all cases membership shall be conditioned on the express agreement of the Board of Education to abide by this Joint Agreement in its entirety.

- C. The school districts that were members of SASSED immediately preceding July 1, 1997, will share in the assets and liabilities of the Century Hill Educational Center (CHEC) Building as previously agreed in the Agreement for Deed, dated August 16, 1995, between the DuPage Intermediate Educational Cooperative (DIEC) and SASSED ("CHEC Agreement") as may be amended. Any district joining SASSED after July 1, 1997, shall not share in the assets and liabilities of the CHEC Building. All districts that are members of SASSED on the date that SASSED acquires improved or unimproved real property after July 1, 1997 ("New Property"), will share in the assets and liabilities of that property.

IV. Governing Board:

- A. **Membership:** The Governing Board shall consist of a board of education member from each member district. The member district, by Resolution, shall designate its Governing Board representative and shall provide a copy to SASSED's Governing Board Secretary. Additionally, each member district, by Resolution, shall designate a board of education member to serve as an Alternate Representative to attend Governing Board meetings in the event that the representative of the member district is unable to attend.

The Governing Board will hold an organizational meeting prior to September 1, 2016. At that meeting, the Governing Board designate nine (9) of its members to serve until May 2017 and nine of its members to serve until May 2018. Thereafter, all terms will be for two years. Such appointments shall take place at a regularly scheduled meeting in May.

- B. **Officers:** The officers of the Governing Board shall be a Chairperson, a Vice Chairperson and Secretary. For the 2016-2017 school year, officers shall be elected at the organizational meeting held prior to September 1, 2016 to terms expiring in May 2017. Beginning in May 2017, officers shall be elected to one year terms at a Governing Board meeting held in May of each year. The Governing Board shall establish such other officers as it deems necessary. No officer shall receive any compensation. Upon advance approval by the Governing Board and upon submission of an itemized statement therefore, any officer may be reimbursed for cash actually expended by him/her in the performance of his/her duties in connection with SASSED.
- C. **Voting:** Each member of the Governing Board shall have one vote. In order to conduct business, a quorum of the Governing Board must be in attendance. The presence of over fifty percent (50%) of the Governing Board members shall constitute a quorum of the Governing Board. Unless otherwise provided in this Joint Agreement/By-Laws, a majority of a quorum shall constitute action of the Governing Board.

EXHIBIT A

- D. Meetings: The Governing Board shall meet each school year during the month of May. If the annual budget for the 2016-2017 school year is not approved before July 1, 2016, the Governing Board shall approve the annual budget prior to September 1, 2016. Beginning with the 2017-2018 school year, if the annual budget is not approved at the May meeting, the Governing Board shall hold a meeting prior to September 1 to approve the annual budget. The Governing Board shall meet at a time and place established by its own action. The Governing Board shall establish a schedule of its regular meetings for the next school year at its May meeting. Special meetings may be called by the Chairperson or by any five (5) members of the Governing Board. Members of the Governing Board shall receive at least forty-eight (48) hours prior notice of all special meetings except in the case of emergencies. Meetings of the Governing Board shall be governed in accordance with the *Open Meetings Act, 5 ILCS 120/1 et seq.*
- E. The duties of the Governing Board shall be as follows:
1. Shall be the final authority of SASSED and shall conduct the affairs of SASSED under the statutory authority granted in the *Illinois School Code*.
 2. Shall serve as the Administrative Agent for SASSED.
 3. Shall adopt the annual budget, but may not levy taxes nor authorize the incurring of indebtedness which exceeds the annual budget.
 4. Shall delegate operational responsibilities to the Board of **Directors Control** to conduct the business of SASSED.
 5. Shall approve employment of the Executive Director.
 6. Shall consider all other matters placed on the agenda.
- V. Board of **Directors Control**:
- A. Membership: The Board of **Directors Control** shall consist of ~~the a board of education member or a~~ **the** superintendent from each member district. ~~The member district, by Resolution, shall designate its Board of Control representative and shall provide a copy to SASSED's Secretary. Additionally, each member district, by Resolution, shall designate an Alternate Representative to attend Board of Control meetings in the event that the representative of the member district is unable to attend. It is the goal of SASSED that the representatives of the member districts to the Board of Control will be equally divided to the extent possible, between Board of Education members and Superintendents.~~ For the 2016-2017 school term, the Board of Control will designate nine (9) of its representatives to serve a one year term and nine (9) of its representatives to serve a two year term. Thereafter, all terms will be for two years. Such appointments shall take place at a regularly scheduled meeting in May. **Beginning May 1, 2023, for any member**

EXHIBIT A

district represented on the Board of Directors by a Board of Education member, the superintendent of each such member district will assume the representation for that district, with the transition in representation to be completed by August 1, 2023, regardless of term. Upon approval of the Board of Directors, a Board of Education member serving on the SASSED Board of Control as of April 30, 2023 may continue to serve as the member district's representative to the Board of Directors for a definite, continued term as approved by the Board of Directors. After May 1, 2023, a member district may not designate a new Board of Education member as its representative to the SASSED Board of Directors. Elected Board of Education members may continue to be designated as Alternate Representatives.

- B. Officers: The officers of the Board of **Directors** ~~Control~~ shall be a Chairperson, a Vice Chairperson and Secretary; Officers shall be elected to one year terms at a Board of **Directors** ~~Control~~ Meeting held in May of each year. The Board of **Directors** ~~Control~~ shall establish such other officers as it deems necessary. No officer shall receive any compensation. Upon advance approval by the Board of **Directors** ~~Control~~ and upon submission of an itemized statement therefore, any officer may be reimbursed for cash actually expended by him in the performance of his duties in connection with SASSED.
- C. Voting: Each member of the Board of **Directors** ~~Control~~ shall have one vote. In order to conduct business, a quorum of the Board of **Directors** ~~Control~~ must be in attendance. The presence of over fifty percent (50%) of the Board of **Directors** ~~Control~~ members shall constitute a quorum of the Board of **Directors** ~~Control~~. Unless otherwise provided in this Joint Agreement or by law, a majority of a quorum shall constitute action of the Board of **Directors** ~~Control~~.
- D. Meetings: The Board of **Directors** ~~Control~~ shall meet **at least ten times per calendar year** ~~no less than monthly~~ at a time and place established by its own action. The Board of **Directors** ~~Control~~ shall establish a schedule of its regular meetings for the next twelve (12) months at its ~~June~~ **May** meeting. Special meetings may be called by the Chairperson or by any five (5) members of the Board of **Directors** ~~Control~~. Members of the Board of **Directors** ~~Control~~ shall receive at least forty-eight (48) hours prior notice of all special meetings except in the case of emergencies. Meetings of the Board of **Directors** ~~Control~~ shall be governed in accordance with the *Open Meetings Act, 5 ILCS 120/1 et seq.*
- E. The Board of **Directors** ~~Control~~ shall serve as the Executive Board of SASSED as provided by Section 5/10-22.31 of the *Illinois School Code*. The Board of **Directors** ~~Control~~ shall manage and carry out the operations of SASSED, unless otherwise provided by the Governing Board, and its duties, responsibilities, and authorities shall include, but not be limited to, the following:
1. To establish general policies to govern the operation of SASSED and to monitor the implementation of those policies; such policies shall be in

EXHIBIT A

conformance with applicable provisions of Federal and State laws and rules and regulations.

2. To provide housing for staff and programs operated solely by the cooperative.
 3. To employ necessary personnel, determine terms and conditions of employment, and approve employment contracts and collective bargaining agreements.
 4. To establish an advisory council, Finance Committee, Policy/Governance Committee and such other committees and/or subcommittees as deemed necessary.
 5. To approve contracts with various consultants, professionals and independent contractors when necessary to carry out the purposes of SASED.
 6. To perform all other acts permitted by the *Illinois School Code* and the Joint Agreement/By-Laws unless otherwise provided by the Governing Board.
- F. The Governing Board shall indemnify members of the Board of **Directors** ~~Control~~ and Executive Director for any and all liability that may arise when acting in the scope of their authority under the Joint Agreement/By-Laws.

VI. Executive Director:

The Chief executive officer of SASED shall be the Executive Director who shall report to the Governing Board and the Board of **Directors** ~~Control~~. The Board of **Directors** ~~Control~~ shall establish the duties and responsibilities of the Executive Director. The Executive Director shall have such staff as is authorized by the Board of **Directors** ~~Control~~.

VII. Facilities and Transportation:

A. Facilities:

Facilities required for any program operated by SASED shall be authorized and funded as determined by the Board of **Directors** ~~Control~~.

B. Transportation:

Student transportation for special education programs shall be provided in conformance with general policies and procedures established by the Board of **Directors** ~~Control~~.

EXHIBIT A

VIII. Finance:

The Board of **Directors** ~~Control~~ shall have the authority to establish fiscal policies and procedures which shall be binding on all member districts of SASED. Such fiscal policies may include, but not be limited to:

- A. Annual assessments/fees to member districts.
- B. Special assessments/fees as approved by the Board of **Directors** ~~Control~~.
- C. Guidelines and priorities for the use of grant funds available for special education purposes.
- D. Tuition and fee formulas and specific rates (surcharge for non-members).
- E. Schedules for the completion of tuition bills, fiscal reports, etc.
- F. Forms and procedures for contractual agreements.
- G. Establish the fiscal year as commencing July 1.

IX. Withdrawal of Member District from SASED:

- A. General: Procedures for the withdrawal of a member board of education from SASED will be in accordance with the *Illinois School Code* (See Sections 5/10-22.31 and 5/7-6) and consistent with the requirements and rules adopted by the Illinois State Board of Education.
- B. Procedures.
 - 1. Initiation of Withdrawal Process: A member board that seeks to withdraw from SASED shall adopt a written resolution approving its withdrawal. Such written resolution shall state the proposed effective date of the withdrawal, the specific reason(s) for withdrawal, the benefits of withdrawal to the withdrawing board and its students, and the projected financial and educational impact of the proposed withdrawal upon SASED and the remaining member districts and their students. Within thirty (30) days after adopting the written resolution, and no later than **eighteen** months (~~12~~ **18**) months prior to the proposed effective date of withdrawal, a member board seeking withdrawal shall present such written resolution and a petition to withdraw to the Chairperson of the SASED Board of **Directors** ~~Control~~ and the Chairperson of the Governing Board, the SASED Executive Director, and the Superintendents of Schools for the remaining member districts by certified mail, return receipt requested, or personal delivery with receipt.

EXHIBIT A

2. Member Boards Concur: If all SASSED member boards adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member board need not file a petition with the regional board of school trustees, or the applicable board(s) of school trustees or boards of education of the member districts, as may be applicable, seeking approval of the proposed withdrawal. Withdrawal will be effective on July 1 of the school year as proposed by the withdrawing member district in accordance with these Articles of Joint Agreement and following the approval of a written concurring resolution by all of the member boards. If all of the member boards adopt concurring resolutions, the withdrawing member board shall provide written notice of the approved withdrawal to the Illinois State Board of Education.
3. Member Boards Do Not Concur: If the SASSED member boards do not adopt written concurring resolutions agreeing to the proposed withdrawal within one (1) year following the adoption of its written resolution approving withdrawal, the member board seeking withdrawal ~~must file its petition with~~ **may appeal the disapproval to convene a hearing as set forth in applicable requirements of the Illinois School Code, 105 ILCS 5/10-22.31(g).** ~~the regional board of school trustees, the board(s) of school trustees or the boards of education for those districts that fall under the oversight of the abolished regional board, as may be applicable, seeking approval of the proposed withdrawal.~~ Such ~~petition~~ **appeal** shall be filed no later than fourteen (14) months following the member board's adoption of its written resolution approving withdrawal. Withdrawal shall be effective on July 1 after approval of the withdrawal becomes final, or as may be otherwise provided under the *Illinois School Code*. In the event that the member board seeking withdrawal fails to file its petition with the regional board of school trustees, board(s) of school trustees or boards of education, as may be applicable, within fourteen (14) months following adoption of its written resolution approving withdrawal, the member board seeking withdrawal shall reinstate the withdrawal process under subsection B.1 above.

C. Disposition of Assets and Liabilities:

Except as may be otherwise provided in these Articles of Joint Agreement, and as a condition of withdrawal, a member board seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of SASSED, including but not limited to real property, buildings, equipment and materials, and funds, provided, however, that SASSED shall return to the withdrawing member board any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., "carryover"). The member board seeking withdrawal shall remain liable for its share of any SASSED liabilities that arose or accrued before the effective date of withdrawal. Such liabilities shall include, but not be limited to notes, bonds, and debt certificates; retirement incentives and other costs related to staff retirements, including employer contributions or other payments to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund; and the contractual continued service of certificated staff

EXHIBIT A

employed for joint agreement programs as determined pursuant to Sections 14-9.01, 24-11 and 24-12 of the *Illinois School Code*. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member board's share of SASED liabilities shall be determined based on the withdrawing member board's district enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

D. Specific Financial Provisions Related to Withdrawal:

1. CHEC Building: If one or more of the 15 district members listed on Appendix A, which were members of SASED on July 1, 1997, withdraws in compliance with the procedure outlined in this Joint Agreement, that district is entitled to its share of the CHEC Building as previously agreed to by DIEC and SASED in the CHEC Agreement as may be amended.
2. Improved and Unimproved Real Property (New Property): If a district that has a share in the New Property withdraws in compliance with the procedures outlined in this Joint Agreement, then that district is entitled to its share of the New Property based on the following formula:

$$\frac{\text{District Enrollment}}{\text{Total SASED Enrollment}} \times \text{Depreciated value of New Property (Effective end of fiscal year of withdrawal)}$$

3. Cash and Personal Property: A withdrawing district shall not be entitled to any portion of SASED cash reserves, fund balances or personal property upon withdrawal from SASED, provided, however, that SASED shall return to the withdrawing district any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., "carryover").

In summary a member district that fails to provide timely notice of withdrawal will be liable for any and all resultant costs and liability due to the district's failure to give timely notice, including but not limited to the costs of any additional staff retained by SASED. In addition, a member district that fails to give timely notice of withdrawal shall forfeit all rights and interests in SASED real and personal property to which it would have been entitled upon withdrawal from SASED pursuant to this Article.

X. Amendments:

The following procedures shall be used in amending this joint agreement and by-laws:

EXHIBIT A

- A. A proposed amendment to this joint agreement may be submitted to the Board of Directors Control by any member district. Such proposed amendment must be in writing and must include an effective date and must be received by the Secretary of the Board of Directors Control at least the ten (10) calendar days prior to the date of the Board of Directors Control meeting at which the submitter wishes the proposed amendment to be considered.
- B. If two-thirds of the Board of Directors Control members present and voting approve a proposed amendment, the proposed amendment shall be forwarded to the Board of Education of each member district of SASSED for ratification.
- C. A proposed amendment shall become effective upon its ratification by two-thirds (2/3) of member districts' boards of education.
- D. The ratification of a proposed amendment by a member district board of education shall be verified to the Board of Directors Control by written notification from the member district superintendent to the Secretary of the Board of Directors Control. A proposed amendment shall be deemed approved by the member district if the member district fails to take action on the proposed amendment and notify the Secretary of the Board of Directors Control of the district's vote within sixty (60) days after the Board of Directors Control forwards the proposed amendment to the member district.

XI. Member District Obligations:

Each member district expressly agrees:

- A. To work cooperatively through SASSED and its governing structure, pledging to accept the minimum standards, policies, procedures, and guidelines adopted by the Board of Directors Control of SASSED.
- B. To meet its financial commitments in a timely manner within guidelines established by the Board of Directors Control.
- C. To cooperate with all monitoring activities implemented by the Board of Directors Control and accept such sanctions as imposed by the Board of Directors Control.
- D. To adhere to the procedures and practices established by the Board of Directors Control regarding billing, grants, preapproval and claim forms, and any other items related to special education as outlined in this joint agreement, and as provided by federal and state laws, rules or regulations.

XII. Dissolution of SASSED:

SASSED may be dissolved by the approval of a written resolution by all of the member

EXHIBIT A

boards of education. For dissolution to take effect, all such resolutions must be adopted within a twelve-month period. Dissolution will be effective on July 1 following the approval of a written resolution by all of the member boards, or on such other July 1 as all of the member boards' resolutions authorize. In the event of dissolution, the Joint Agreement's assets will be liquidated and the net proceeds thereof, after satisfaction of liabilities, distributed to the boards of education that were members of the Joint Agreement on the date when the last member board approved the written resolution for dissolution.

In the event SASSED dissolves, SASSED's assets will be distributed as follows:

- A. The SASSED buildings or real property will be offered for sale to the SASSED's successor, if any ("Successor") or SASSED's current member district/s, at the average appraised value based on a minimum of two appraisals with payment agreements interest free over a 15 or 20 year period.

If the Successor or one of SASSED's member districts does not purchase the building/s, the Board of Directors ~~Control~~ will place the site/s on the commercial market.

After the property has been sold, the net proceeds will be distributed to the appropriate member districts utilizing the preceding average ten (10) year enrollment of the member districts. Those districts entitled to a share of improved or unimproved real property upon withdrawal from SASSED pursuant to Article IX shall be entitled to a share upon dissolution.

The education equipment and materials assigned to student programs will be transferred to the Successor with the stipulation that it is the Successor's intent to operate these programs for more than two (2) years. If no Successor exists, the equipment and material will be sold with non-program equipment and materials.

Any non-program equipment and materials will be offered at an auction and assets distributed to the member districts utilizing the average preceding ten (10) year enrollment of the member districts.

- B. Personnel reimbursement generated by SASSED during the school year prior to dissolution will be distributed when forwarded by ISBE to the Regional Office of Education and flow to the Successor of that position (employee), if any, except for User Fee positions.

Personnel Reimbursement for User Fee positions will be disbursed as follows:

1. Program User Fee Teachers and Program User Fee Teacher Assistants (not one- to-one aides) will flow to the Successor with the stipulation that it is the Successor's intent to operate the programs for more than two (2) years based upon the five (5) year average user fee use for the

EXHIBIT A

position.

2. The Reimbursement for the remaining User Fee positions will be distributed utilizing the average prior five (5) year enrollment of the member districts.
- C. The SASED grant carryover funds will be allocated to member districts as determined by the Board of **Directors Control**, provided, however, that SASED shall return to each member district any unspent Federal IDEA Part B Funds generated by students in the member district (i.e., “carryover”).
- D. The self-insurance fund balance of SASED, if any, will be allocated for residual claims based on the current Plan Document (School Association for Special Education/DuPage County Health Care Plan) and any fund balance (residual or deficiency) be distributed/charged based on the employees participating in the SASED Health Care Plan, i.e., to the Successor at the time of dissolution.
- E. Any remaining fund balances and/or deficits will be distributed and/or charged to SASED’s current member districts utilizing the average prior ten (10) year enrollment of the member districts.

XIII. Professional Worker Teaching Schedule

Any full-time professional (i.e., “qualified”) worker employed by SASED who spends more than fifty percent (50%) of his/her time in one member school district shall not be required to work a different teaching schedule than the other professional workers in that member district.

XIV. Effective Date:

This revised Joint Agreement will become effective **May 1, 2023** ~~July 1, 2016~~ upon passage and ratification by two thirds of the member districts.

EXHIBIT A

APPENDIX A MEMBER DISTRICTS OF SASED AS OF JULY 1, 1997

Keeneyville Elementary School District 20

Benjamin School District 25

West Chicago Elementary School District 33

Winfield Elementary School District 34

Downers Grove Grade School District 58

Maercker District 60

Cass School District 63

Center Cass School District 66

Woodridge School District 68

Puffer Hefty School District 69

Community High School District 94

Community High School District 99

Community Consolidated School District 180

Community Unit School District 201

Lisle Community Unit School District 202

EXHIBIT A

APPENDIX B MEMBER DISTRICTS OF SASSED AS OF JULY 1, 2004

Keeneyville Elementary School District 20

Benjamin School District 25

West Chicago Elementary School District 33

Winfield Elementary School District 34

School District 45, DuPage County

Salt Creek School District 48

Downers Grove Grade School District 58

Maercker District 60

Cass School District 63

Center Cass School District 66

Woodridge School District 68

DuPage High School District 88

Community High School District 94

Community High School District 99

Community Consolidated School District 180

Community Unit School District 201

Lisle Community Unit School District 202

Elmhurst Community Unit School District 205



To: District Special Education Directors, Coordinators & Business Officials
From: Mindy McGuffin, Executive Director
Date: February 24, 2023
Re: Menu of Services

As you begin your district selections on the Menu of Services for next year, I would like to take a moment to address a few questions regarding SASED services and fees.

At the SASED January 2023 Joint Board meeting a 5% increase for services based on the tax cap CPI was approved. This reflects the updated methodology that is being used for the tuition program billing. Over the past two years the administration and finance committee spent considerable time developing the new tuition model after input from member district special education administrators and business officials. Accordingly, a new set of initiatives to look at SASED services will begin with OT-PT this Spring.

As we move forward toward a more typical operational experience post-pandemic, all of us at SASED endeavor to provide you with quality, cost effective programs and services. Please be assured that the feedback you have provided in both surveys and conversations has been listened to and consistent efforts are being made to meet your district's needs. As we approach the Spring, I am excited for the anticipated launch of SASED's strategic plan and the corresponding expansion of preschool programming for students with emotional/behavioral needs and high school age students with Autism for Fall 2023. As we work together to maximize student outcomes, I hope the information below sheds some light on frequently asked questions and sparks your interest in an upcoming collaborative workgroup. Thank you for your ongoing collaboration and support.

USER FEE : 1:1 Aide, 1:1 Medical Assistant, 1:1 Interpreter, 1:1 Summer School Aide, 1:1 Summer School Medical Assistant

Costs associated with these services have seen a substantial increase since this time last year. From July 1, 2022 to January 31, 2023, (seven months), SASED has incurred over \$1.5 million in outsourced/contractual labor costs largely attributed to this service category. This is a substantial, \$1.1 million increase over the \$400,000 spent during the first seven months of last year. While SASED has been able to fill positions to fulfill IEP requirements, we have not been able to do so as direct hires. The increase in cost reflects the use of staffing agencies.

The 1:1 service cost is driven by student need as determined by the student's IEP team. To build confidence and capacity in decision-making regarding service decisions during IEP meetings, professional development was provided in January to support teams with placement and service decision making based on a student's individual needs.

The district is only billed for the service FTE provided. All costs for 1:1 aides are averaged and distributed based on each student's ADE and the FTE allocation of the 1:1 service provider. Thus, the agency and direct hire costs are co-mingled and distributed. There continues to be high turnover in these positions and those days are accounted for accordingly per student. You are likely to see a significant increase in this cost in your billing for this year.



Revised from the adopted budget, SASED currently (as of January 31) anticipated revenues for FY2022-23 in the major categories of tuition and services are:

Tuition: \$15.0 million, a 9.3% increase over the \$13.7 million of revenue in FY2021-22.

Services: \$13.2 million, a 19.0% increase over the \$11.1 million of revenue in FY2021-22 – increase substantially caused by the outsourcing/contracting of 1:1 paraprofessionals.

Note: Revenues in FY2021-22 were based upon final bill rates equal to pre-bill rates, no increase.

OT/PT

This Spring a workgroup invitation will be extended for district administrator participation to examine billing and use of OT/PT services. It is anticipated this group will convene in April for a first meeting. Therefore, OT-PT rates are being set on the menu with a 3.5% increase. This amount may be subject to change based on the recommendations of the workgroup but will not exceed a 5% increase.

ESY and Credit Recovery

ESY costs have not had an increase in the past 3 summer sessions. On the Menu, the FY23 amounts listed were the budgeted amounts and do not reflect the use of ESSER funds to offset costs listed below. Please see the chart below to see how ESSER funds were used to offset costs.

	ESY	Credit Recovery	1:1 Summer AIDE	1:1 Summer MATA
FY23 Summer Budgeted	\$890	\$1105	\$1125	\$1875
FY23 Summer after ESSER applies	\$575	\$714	\$727	\$1212

For the upcoming FY24 summer session as shown on the Menu, anticipated continued use of agency contract staff to fill positions will drive up costs. Every effort is being made to directly hire staff. The increased ESY charge on the menu reflects a 5% increase for the cost of the programs and services from the FY23 budgeted amounts.

IDEA FLOW THROUGH STAFF DEVELOPMENT-2.5%

The question has been raised how these funds are allocated and spent. The total amount allocated for last year was \$279,469. A portion of these funds were allocated across 3 staff who support planning and provision of professional development for salaries and benefits totaling \$216,191. The remaining amount of \$63,278 covered purchased services including worker’s compensation, unemployment, Spring Institute speakers, PD venues, CPI training, professional development with Jim Bolton, meeting and registrations for PD for the school improvement team and a small allocation for staff travel relative to the provision of professional development by the SIIS team. As SASED budgets for these dollars for the upcoming year, we will be inviting special education administrators to attend a professional development meeting to provide input for the upcoming school year. In addition, efforts are being made to revise SASED invoicing to provide you with detail regarding the use of funds.

SOUTHEAST BUILDING ASSESSMENT

There has been ongoing discussion on this topic since an inquiry was made on July 26, 2021. At the present time, there is no change in the assessment amount for the FY24 school year. It will remain at \$2,000.00 per student for any student (regardless of program) in attendance at the Southeast building during the regular school year. It is anticipated that a facilities workgroup including district and SASED administration and staff will be convened to develop a master facilities plan for SASED and to review components and costs



associated with SASED classroom lease agreements. A February 2023 review of this fee by the finance committee for a student in the Multi-Needs program drew comparisons to the per student cost assessed within a lease agreement for building costs. That amount was approximately \$3,000 per student. While this was a cursory review, it did offer context and further data for discussion by the upcoming workgroup. There is currently a balance of \$776,040 in the assessment reserve. It is anticipated that a large portion of these funds will be used to pay for required health life safety projects anticipated to be scheduled for the Southeast building for the Summer of 2024. In addition, based on a 2016 roof survey, there is the likelihood of roof repair, maintenance, or replacement for sections of the roof. A crew will be assessing the roof condition over the upcoming Spring break.

MENU PROCESS

If you were not able to attend the Menu PD session that was provided after the District Administrator meeting on February 17, please reach out to Donna Aikens, Matt Layton or Mindy McGuffin and we will be happy to answer any questions that you have or provide any support that you need for timely completion and submission of the Menu of Services.

Enclosed is your district's Menu of Services, which estimates projected costs for next year and provides an update of this year's estimated costs. Current year estimated costs on the menu can be compared to your district's budget. The names of next year's students that are anticipated to be enrolled in SASED programs have been included as an attachment to assist in your review. For SASED to be able to meet statutory timelines for staff reductions, district menus need to be complete and **returned to SASED no later than March 18, 2023.** Your best effort to meet this deadline is appreciated. Please return completed menus to Donna Aikens at daikens@sased.org.

General Program and Services

The Menu lists all tuition and fee-based programs that are billed to member districts. On pages one through four, please review enrollment levels and estimated needs for each line item. Then initial each line with your approval. If you want to change an estimated line item, please line out the recommended quantity and write in your district's revised request. To discuss recommendations for each line item, please contact the appropriate program administrator. Attached is a list of contacts for each program and service.

Staff will be hired according to your choices on the Menus. Students may move into and out of your district, so the number of students listed in tuition programs, receiving one to one support services, OT/PT services, or itinerant services is an estimate. When final bills are calculated for the entire 2022-23 school year, adjustments will be made to ensure that your district will not be invoiced for programs or services unless services are actually provided to your district's students. However, your selections for School Improvement (SI) and Assisted Technology (AT) and Non-IEP OT/PT Consulting Service on the menu are firm commitments for next year. Once approved by your district, these service selections will be invoiced to your district next year.

If any questions or concerns arise during your review:

Please contact:

Donna Aikens at (630) 955-8118 or daikens@sased.org.

Matt Layton at (630) 955-8102 or mLAYTON@sased.org

David Sellers (630)955-8149 or dsellers@sased.org;

Mindy McGuffin (630)955-8104 or mmcguffin@sased.org

**SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '23 AND FY '24**

SCHOOL DISTRICT #

STUDENT PROGRAMS (1)	FY '23 ENROLLMENT AS OF JAN 2023 AMOUNT PREBILLED			FY '24 RECOMMENDED AMOUNT BUDGETED			FY '23 - FY '24 DIFFERENCE (8)	(A) APPROVE BY INITIALING EACH LINE ITEM (9)
	# OF STUDENTS ENROLLED (2)	ANTICIPATED FEE/TUITION RATE (3)	ANTICIPATED TOTAL COST (4)	# OF STUDENTS ENROLLED (5)	ANTICIPATED FEE/TUITION RATE (6)	ANTICIPATED TOTAL COST (7)		
DWC VISUALLY IMPAIRED		\$46,667			\$49,001			
DWC HEARING IMPAIRED		\$50,069			\$52,573			
AUDIOLOGICAL TESTING:								
AUDIOLOGICAL EVALUATION		\$802		(B)	\$842	TBD	N/A	
MN TRANSITION PROGRAM		\$55,068			\$57,822			
PROJECT SEARCH		\$7,684		TBD	\$8,068	TBD	N/A	
STARS PROGRAM		\$36,575			\$38,404			
MULTI-NEEDS		\$44,355			\$46,573			
DIRECTIONS PROGRAM		\$32,853			\$34,495			
SOUTHEAST ALTERNATIVE SCHOOL		\$42,502			\$44,627			
SOUTHEAST BUILDING ASSESSMENT		\$2,000			\$2,000			
SUMMER SCHOOL		\$890			\$935			
BD CREDIT RECOVERY		\$1,105		TBD	\$1,105	TBD	N/A	
OT/PT - ESY						TBD	N/A	
ITINERANT - DIRECT SERVICE/CONSULT SERVICE (IEP):								
- HEARING IMPAIRED		\$3.80/min.			\$3.99/min.			
- FUNCTIONAL LISTENING ASSESSMENT		\$227			\$238			
- VISUALLY IMPAIRED		\$3.80/min.			\$3.99/min.			
- VISION ORIENTATION & MOBILITY		\$1.48/min.			\$1.55/min.			
TOTAL								

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

(B) Due to the non-repetitive nature of this service, we cannot project the number of diagnostic tests that your district will require in FY 2024.

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

**SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '23 AND FY '24**

SCHOOL DISTRICT #

	FY '23 RATES			FY '24 PROJECTED PARTICIPATION LEVEL			FY '23 - FY '24 DIFFERENCE	(A) APPROVE BY INITIALING EACH LINE ITEM
	(1) #	(2) RATE	(3) INVOICED TO DISTRICT	(4) #	(5) RATE	(6) INVOICE TO DISTRICT		
OTHER SERVICES								
ASSISTED TECHNOLOGY (B)								
DAYS PER YEAR		\$850			\$893			
SCHOOL IMPROVEMENT & IST SERVICES (C)								
DAYS PER YEAR		\$907			\$952			
EMBRACE IEP BILLING								
TOTAL								

- (A) Please complete this column by initialing each line item. Since SASED will complete its RIF list and initiate hiring based upon your requests, your district will be required to comply with your selections.
- (B) Michele Capio will be assisting you in your selection.
- (C) Michele Capio will be assisting you in your selection.

**SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '23 AND FY '24**

SCHOOL DISTRICT #

OT/PT (1)	FY '23 FEES JANUARY '23 ESTIMATES			FY '24 PROJECTED AMOUNT BUDGETED			FY '23 - FY '24 DIFFERENCE (8)	(A) APPROVE BY INITIALING EACH LINE ITEM (9)
	STUDENTS/FTE'S RECEIVING SERVICES (2)	ANTICIPATED FEE/TUITION RATE (3)	ANTICIPATED TOTAL COST (4)	STUDENTS/FTE'S RECEIVING SERVICES (5)	ANTICIPATED FEE/TUITION RATE (6)	ANTICIPATED TOTAL COST (7)		
LEVEL I		\$1,175			\$1,216			
LEVEL II		\$2,350			\$2,433			
LEVEL III		\$3,521			\$3,644			
LEVEL IV		\$4,697			\$4,861			
LEVEL V		\$7,004			\$7,291			
LEVEL VI		\$9,292			\$9,617			
LEVEL VII		\$11,740			\$12,151			
LEVEL VIII		\$14,092			\$14,585			
LEVEL IX		\$16,437			\$17,012			
LEVEL X		\$18,786			\$19,443			
LEVEL XI		\$21,131			\$21,870			
LEVEL XII		\$23,482			\$24,304			
NON-IEP SERVICE (CONSULTING) COST (B)								
ESTIMATED EQUIPMENT ALLOCATION			TBD			TBD		
TOTAL								

- (A) Please complete this column by initialing each line item. Since all the IEP requirements have not yet been established for FY 2024, the number of services required at each level is only an estimate. As IEP's are developed service levels will change.
- (B) The consultation rate will be established prior to the beginning of the school year based upon prior year experience and specific additional requests from districts. The consultation rate will not change during the school term.
- (C) Sherilyn Genin can be contacted to answer any questions that you may have.

**SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '23 AND FY '24**

SCHOOL DISTRICT #

	FY '23			FY '24 RECOMMENDED			FY '23 - FY '24 DIFFERENCE (8)	(A) APPROVE BY INITIALING EACH LINE ITEM (9)
	SALARY & BENEFITS (2)	OTHER (3)	INVOICED TO DISTRICT (4)	ESTIMATED SALARY & BENEFITS (5)	OTHER (6)	INVOICE TO DISTRICT (7)		
USER FEE STAFF CHART I (1)								
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

	FY '23 PREBILL AS OF JAN, 2023			FY '24 RECOMMENDED			FY '23 - FY '24 DIFFERENCE (8)	(B) APPROVE BY INITIALING EACH LINE ITEM (9)
	ESTIMATED SALARY & BENEFITS (2)	# OF POSITIONS (3)	ANTICIPATED TOTAL COST (4)	ESTIMATED SALARY & BENEFITS (5)	ESTIMATED # OF POSITIONS (6)	ANTICIPATED TOTAL COST (7)		
1:1 AIDE (1)	\$40,000	(3)	(4)	\$42,000	(6)	(7)		
1:1 MEDICAL ASSISTANT	\$68,000			\$71,400				
1:1 INTERPRETER	\$55,000			\$57,750				
1:1 SUMMER SCHOOL AIDE	\$1,125			\$1,181				
1:1 SUMMER SCHOOL MEDICAL ASSISTANT	\$1,875			\$1,969				
TOTAL								

(A) Please complete this column by initialling each line item. Since SASED will complete its RIF list and initiate hiring based upon your requests in Chart I for user fee staff, your district will be required to comply with your selections.

(B) Since all IEP requirements have not yet been fully established for FY2023, the number of support staff needed is only an estimate. Billing will be completed based upon actual needed as documented in IEP's.

**SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '23 AND FY '24**

SCHOOL DISTRICT #

	FY '23 PARTICIPATION LEVEL			FY '24 PARTICIPATION LEVEL			FY '23 - FY '24 DIFFERENCE
	FY22 IDEA ALLOCATON (2)	% (3)	INVOICE TO DISTRICT (4)	FY23 IDEA ALLOCATON (5)	% (6)	INVOICE TO DISTRICT (7)	
IDEA BILLING (1)							(8)
IDEA FLOW THROUGH ADMINISTRATIVE FEE		5%			5%		
IDEA FLOW THROUGH STAFF DEVELOPMENT		2.5%			2.5%		
IDEA PRESCHOOL ADMINISTRATIVE FEE		5%			5%		
TOTAL							

**SASED MENU OF SERVICES AND ANTICIPATED COSTS
FY '23 AND FY '24**

SCHOOL DISTRICT # _____

SUMMARY OF ALL SERVICES AND COSTS (1)	INVOICED AMOUNT FY '23 (2)	(A) RECOMMENDED FY '24 (3)	FY '24 BASED ON OPTIONS SELECTED (4)
PAGE 1 - STUDENT PROGRAMS			
PAGE 2 - OTHER SERVICES			
PAGE 3 - OT/PT			
PAGE 4 - USER FEE STAFF - CHART I			
PAGE 4 - USER FEE STAFF- CHART II			
IDEA BILLING			
TOTAL AMOUNT OF LOCAL DISTRICT COST			

(A) These figures represent the total dollars that your district may need to budget for SASED programs and services for FY 2024. This amount may change based on the menu options you select.

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

Please complete column 9 on Pages 1 - 4 and column 4 on this page, sign below and return to SASED, ATTN: Don Robinson by March 17, 2023.

District Superintendent or Special Education Director/Coordinator _____ Date _____