



**Board of Directors Meeting
August 16, 2023
SASED Administrative Center
2900 Ogden
Lisle, IL 60532
11:00 AM
AGENDA**

1. **Call to Order/Roll Call**
2. **Pledge of Allegiance**
3. **Public Comment**
4. **Comments from Support Staff Association members**
5. **Comment from Dupage Education Association members**
6. **Recognition of new Board Member, John Langton, District 94**
7. **Consent Agenda**
 - a. Approve Open Session Minutes from 6-21-23 Meeting
 - b. Personnel Recommendations
 - 1) Accept/Approve the Resignations, Retirements, Employment and Change of Employment Status of Educational Support Staff, Licensed Staff, Registered Staff and Contract Staff as presented.
 - 2) Approve the Contract Buyout from Procure for Classroom RN, Amy Lesnicki
 - c. Accept the Financial Reports
 - 1) Treasurers Report for June and July 2023
 - 2) Revenue & Expenditure Reports for June and July 2023
 - 3) Gross Payrolls for June and July 2023
 - 4) Interim Payrolls for June and July 2023
 - 5) Bill List for June and July 2023
 - 6) Interim Checks for June and July 2023
 - 7) Voided Checks
 - d. Approve the IDHS FY24 DORS Youth Service Coordinator Agreement
 - e. Approve the IDHS FY24 DORS Secondary Transition Experience Agreement
 - f. Approve the Education Services/Staffing Agreements with Maxim Healthcare Staffing Services, Inc. for SY23-24
 - g. Approve the Intergovernmental Agreement with Orland Park CHSD 230 - Vision Program at Transition Center- Student A
 - h. Approve the Intergovernmental Agreement with Orland Park SD135 - Vision Program at Stella May Swartz School SD48- Student A
 - i. Approve the Intergovernmental Agreement with Cook County SD 130 - Vision Program at Salt Creek Primary SD48- Student A
 - j. Approve the Intergovernmental Agreement with Joliet Township SD 204 - Vision Program at Transition Center- Student A
 - k. Approve the Intergovernmental Agreement with Berwyn South SD 100 - Multi Needs Program at Waterbury Elementary at Keeneyville SD20- Student A
 - l. Approve the Intergovernmental Agreement with Fairmont Lockport SD89 - Vision Program at Stella May Swartz at SD48 - Student A
 - m. Approve the Intergovernmental Agreement with Lincoln-Way CHSD 210 - Vision Program at Addison Trail HD with SD88- Student A
 - n. Approve the Intergovernmental Agreement with Oak Lawn CHSD 218 - Vision Program at Addison Trail HS with SD88- Student A

- o. Approve the Intergovernmental Agreement with Oak Lawn CHSD 218 - Vision Program at Addison Trail HS with SD88- Student B
 - p. Approve the Intergovernmental Agreement with Oak Lawn CHSD 218 - Vision Program at Transition Center- Student A
 - q. Approve the Intergovernmental Agreement with West Aurora SD129 - Vision Program at Addison Trail HS with SD88- Student A
 - r. Approve the Intergovernmental Agreement with West Aurora SD129 - Vision Program at Addison Trail HS with SD88- Student B
 - s. Approve the Intergovernmental Agreement with West Aurora SD129 - Vision Program at Transition Center- Student A
 - t. Approve the Intergovernmental Agreement with West Aurora SD129 - Directions Program at Southeast School- Student A
 - u. Approve the Facilities Use Agreement with Aramark for Opening Day 2023
 - v. Approve the Facilities Use Agreement with NIU Naperville for SASED Spring Institute 2024
 - w. Approve the Hotel Agreement with Hilton Double Tree in Lisle for facility usage for SASED Spring Institute 2024
 - x. Approve the Independent Contractor Agreement with ASL Aspire for Professional Development Services for ESY Students, on July 24, 2023, in the amount of \$200
 - y. Approve the Independent Contractor Agreement with Creative Exchanges for Music Classes Throughout the Programs for SY23-24
 - z. Approve the Out of State Travel Conference Request for Early CHOICES
 - aa. Approve the Agreement between Early CHOICES and Jes Favers du Shine for social media design services August - Dec 2023 in the amount of \$5,412.50
 - bb. Approve the Final Draft Redlined Copy of the IASB Online Policies Manual
 - cc. Approve Five (5) Additional Policies to be Included in the IASB Online Policies Manual: 5:120 Employee Ethics, Code of Professional Conduct, and Conflict of Interest; 7:60 Residence; 7:140 Search and Seizure; 7:305 Student Concussions and Head Injuries; 7:330 Student Use of Buildings - Equal Access
8. **Discussion Without Action**
- a. Summary of 2023 ESY Program
 - b. Enrollment Update
 - c. Executive Director Updates
 - 1) SASED Program Monthly Updates
 - 2) SASED Financial Structure/Billing Procedures
 - 3) SASED Executive Director Search
 - 4) Miscellaneous
 - Organization Chart In accordance with Board policy 3:30, SASED's organizational chart has been updated to reflect the new program/staff changes as of 7-24-23 for SY23-24
 - School Calendar
 - SASED Parent Student Handbook
 - SASED Employee Handbook
 - SASED Administrative Procedures
9. **Discussion with Action**
- a. Approve the Agreement between Early CHOICES and Accountability Solutions for SY23-24 for the Decision Making Tree Mobile Application and Services in the amount of \$28,000
 - b. Approve the Agreement between Early CHOICES and Peoria Regional Office of Education for Advisory Services in the amount of \$25,000
 - c. Approve the Agreement between Early CHOICES and Collinsville School District for Advisory Services in the amount of \$25,000
 - d. Approve the Proposed Resolution to the Intergovernmental Cooperation Agreement between ISD and SEC for the DuPage/West Cook Regional Special Education Association Catchment Area
 - e. Approve the Employee Navigator, through Horton, which would take place of PlanSource for our Benefits Platform.
10. **Closed Session**

- a. To convene in closed session to discuss litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2c11
- 11. **Recess from Closed Session and Reconvene Back into Open Session**
 - 12. **Roll Call to Reconvene to Open Session**
 - 13. **Approve the Closed Session Meeting Minutes from June 21, 2023.**
 - 14. **Adjournment**



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE

**SASED Board of Directors Meeting
June 21, 2023 - 6:00 PM
SASED Administration Center
2900 Ogden Avenue, Lisle, IL 60532**

OPEN SESSION MINUTES

Mr. Mark Cross, Chairperson, called the meeting to order at 6:04 pm and welcomed those in attendance.

Roll call was taken with the following responding:

Present:	District	Representative
	Benjamin School District 25	Mr. Jack Buscemi
	West Chicago Elementary SD 33	Ms. Kristina Davis
	Winfield School District 34	Dr. Matt Rich
	DuPage County School District 45	Dr. Anthony Palmisano
	Salt Creek School District 48	Mr. Ray Kielminski
	Maercker School District 60	Dr. Sean Nugent
	Cass School District 63	Mr. Mark Cross
	Center Cass School District 66	Dr. Andrew Wise
	Woodridge School District 68	Dr. Patrick Broncato
	DuPage High School District 88	Dr. Jean Barbanente
	Westmont Community Unit School District 201	Ms. Leah Conover
	Lisle Community Unit School District 202	Dr. Keith Filipiak
	Elmhurst Community Unit School District 205	Dr. Keisha Campbell
Absent:	Keeneyville School District 20	
	Downers Grove School District 58	
	Community High School District 94	
	Community High School District 99	
	Community Consolidated School District 180	

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

Also in attendance:

Dr. Melinda McGuffin, Executive Director, SASED
Julie Grohn, Director of Human Resources, SASED
Don Robinson, Treasurer and Director of Business Services/CSBO, SASED
Matthew Layton, Director of Programs and Services, SASED
Christine Martin, Assistant Director of Programs and Services, SASED
Senga Lowe, Board Recording Secretary, SASED
3 Public Members

2. Pledge of Allegiance

3. Board Member and Staff Recognition

4. Public Comment - None

5. Consent Agenda

A motion was made to approve the following consent agenda items as presented. This motion, made by Member Filipiak and seconded by Member Rich.

- a. Approve Open Session and Closed Session Minutes from 5-24-23
- b. Personnel Recommendations
 - 1) Accept/Approve the Resignations, Retirements, Employment and Change of Employment Status of Educational Support Staff, Licensed Staff, Registered Staff and Contract Staff as presented.
- c. Accept the Financial Reports
 - 1) Treasurers Report for May 2023
 - 2) Revenue & Expenditure Reports for May 2023
 - 3) Gross Payrolls in the amount of \$1,653,766.23
 - 4) Interim Payrolls in the amount of \$565,481.41
 - 5) Bill List in the amount of \$701,700.52
 - 6) Interim Checks in the amount of \$105,521.63
- d. Approve the Resolution Appointing Rachel Wisniewski as the Board Treasurer
- e. Approve the Treasurer's Bond FY 2023/24
- f. Approve the Designation of Depositories for Fiscal Year 2024
- g. Approve the Authorization to Release July 2023 Disbursements Prior to the August 16, 2023, Board of Directors Meeting
- h. Approve the Contract for Services between SASSED and Interim School Business Office, Inc.
- i. Approve the Lease Agreement for DuPage County School District 45
- j. Approve the Lease Agreement for Maercker School District 60
- k. Approve the Independent Contractor Agreement between Early CHOICES and Inclusive Schooling for Planning Preparation for the Sharing a Vision 2023 Conference
- l. Approve the Intergovernmental Cooperation Agreement for Mutual Assistance in Response to Crises in the Public Schools of DuPage County
- m. Approve the Renewal and Amendment to the Intergovernmental Data Share and Use Agreement between ISBE and SASSED
- n. Approve the SY23-24 CHC Wellness Agreement
- o. Approve the Affiliation Agreement with Saint Joseph's University
- p. Approve the Contract with Aramark for CPI Training on August 11, 2023
- q. Approve the Agreement with Net56
- r. Approve the FY24 Wage Increase for Non-Union Support Staff
- s. Approve the FY24 Wage Increase for Administrators and Coordinators
- t. Approve the Evaluwise Evaluation Platform Recommendation
- u. Approve the Updated Emergency Operations Plan
- v. Approve the FirstComm 3-year Agreement for Telephone Lines

Upon Roll Call Vote:

Ayes: Buscemi SD25, Davis SD33, Rich SD34, Palmisano SD45, Kielminski SD48, Nugent SD60, Cross SD63, Wise SD66, Ruggio SD68, Barbanente, SD88, Conover SD201, Filipak SD202, Campbell SD205.

Nays: None

Ayes: 13 Districts **Nays:** None

Absent: 5 Districts

Upon roll call vote, motion carried.

6. Discussion Without Action

- a. May Budget Progress Statement – There were no questions from the Board.
- b. Enrollment Update - As of May 25, 2023, SASSED had 372 students enrolled in its programs. Overall enrollment increased by four students this month (May 2, 2023, to May 25, 2023). SASSED programs gained seven students in that time, and unenrolled three students.

Each year SASSED program locations are subject to change based on available space within the membership and adjusting for differences in student placement. As of today, we are projecting the 2023-2024 school year opening enrollment to be 380 students, which is an increase of 56 students over the 2022-2023 school year opening enrollment.

In response to the increase in student placements during the last half of the 22-23 school year at the early childhood, primary elementary, and high school grades, we have expanded program capacity within member district classrooms and at Southeast. SASSED will have approximately 39 classrooms housed within host district locations and 21 classrooms within SASSED locations, with a total of 60 classrooms.

- c. SY 22-23 End of Year Report - Each District was given their end of year program reports which included an overall summary, behavior incidents (RTO) report, exit report, attendance report, and assessments report. SASSED will distribute new assessment reports once the data is available in the Fall. As pointed out in the data report, attendance is an ongoing concern as the attendance percentage is lower than it was in 2020 during the COVID-19 pandemic.

7. Closed Session

A motion was made to recess into closed session at 6:25 pm for the purpose of discussing the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. 5 ILCS 120/2c1; and to discuss collective negotiating matters between the public body and its employees or its representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2c2;

and to discuss litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2c11.

This motion, made by Member Wise and seconded by Member Buscemi.

Upon Roll Call Vote:

Ayes: Buscemi SD25, Davis SD33, Rich SD34, Palmisano SD45, Kielminski SD48, Nugent SD60, Cross SD63, Wise SD66, Ruggio SD68, Barbanente, SD88, Conover SD201, Filipak SD202, Campbell SD205.

Nays: None

Ayes: 13 Districts

Nays: None

Absent: 5 Districts

Upon roll call vote, motion carried.

8. Adjourn Closed Session and Reconvene into Open Session

A motion was made to adjourn closed session at 6:46 pm and reconvene into open session. This Motion, made by Member Rich and seconded by Member Nugent. Upon voice vote of all ayes from 13 districts present, motion carried.

9. Discussion With Action

- a. Approved the Support Staff Association Contract for FY 24-26.

A motion was made to approve the Support Staff Association Contract for FY24-26, as presented. This motion, made by Member Rich and seconded by Member Kielminski.

Upon Roll Call Vote:

Ayes: Buscemi SD25, Davis SD33, Rich SD34, Palmisano SD45, Kielminski SD48, Nugent SD60, Cross SD63, Wise SD66, Ruggio SD68, Barbanente, SD88, Conover SD201, Filipak SD202, Campbell SD205.

Nays: None

Ayes: 13 Districts

Nays: None

Absent: 5 Districts

Upon roll call vote, motion carried.

- b. Approved the Committee Membership Rotation Draft as presented. A draft will be shared with the Governing Board members, giving them the opportunity to participate in these committees. Other district administrators such as a CSBO or special education district administrators will also be encouraged to participate on various committees. The Advisory committee will have a focus on programs and services. Further discussion is necessary to finalize the dates/times of each meeting. Membership will be discussed at the Governing Board meeting on August 9, 2023 and finalized at the August 16, 2023 Board of Directors meeting..
1. Dr. McGuffin recommended that a July Finance Committee meeting be scheduled to discuss the Health Life Safety Project and potential HVAC work at Southeast. In addition, remaining ESSER III funds are being considered for an after school learning loss college, career, vocational lab space. which has a due date of September 30, 2023. It was recommended that the Architect (ARCON) and Engineer (AMSCO) both be present at that meeting.
 2. Dr. McGuffin recommended that a July Policy Committee meeting be scheduled to review the IASB Online Policy Manual Draft so we can move forward in the Fall with using PRESS Online Policies.

A motion was made to approve the Committee Membership Rotation Draft, as presented. This motion, made by Member Nugent and seconded by Member Rich, Passed. Upon voice vote of all ayes from 13 districts present, motion carried.

- c. Approved the employment of 2 Interim Executive Directors, Jim Nelson and Dr. Jimmy Gunnell, effective July 1, 2023. Governing Board to ratify the contracts at their August 9, 2023 meeting.

A motion was made to approve the employment of two Interim Executive Directors, Jim Nelson and Dr. Jimmy Gunnell, for the SY23-24, as presented. This motion, made by Member Rich and seconded by Member Nugent.

Upon Roll Call Vote:

Ayes: Buscemi SD25, Davis SD33, Rich SD34, Palmisano SD45, Kielminski SD48, Nugent SD60, Cross SD63, Wise SD66, Ruggio SD68, Barbanente, SD88, Conover SD201, Filipak SD202, Campbell SD205.

Nays: None

Ayes: 13 Districts **Nays:** None

Absent: 5 Districts

Upon roll call vote, motion carried.

10. Adjournment

A motion was made to adjourn at 7:06 pm. This motion, made by Member Rich and seconded by Member Kielminski.

Upon voice vote of all ayes from 13 districts present, motion carried.

Minutes Approved by:

Mr. Mark Cross
Chairperson

Date

Dr. Anthony Palmisano
Secretary

Date

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>
Austin, Ashley	Teacher Southeast School	Tuition	8/15/2016	5/30/2023	Accepted another position
Baldwin, Amy	Social Worker MN & STARS Programs	Tuition	8/10/2023	6/6/2023	Accepted another position
Erzig, Steven	Teacher/Directions Southeast School	Tuition	8/14/2014	5/30/2023	Accepted another position
Padden-Rush, Jodi	IST/SI Specialist IST/SI Program .63 F.T.E.	Local Funds	8/10/2009	6/9/2023	Accepted another position

2. Resignations/Retirements/Terminations – Registered Staff

Niemi, Jenna	Occupational Therapy Assistant	User Fee Member Dists.	8/13/2018	5/30/2023	Accepted another position
O'Brien, Mary	Occupational Therapist	User Fee Member Dists.	8/13/2018	6/7/2023	Accepted another position

3. Resignations/Retirements/Terminations – Educational Support Staff

Aikens, Donna	Business Office Asst. Administrative Center .50 F.T.E.	Local Funds	9/10/2001	TBD	Rescinding her 6/30/2023 retirement
Baldwin, Nicole	Signing Assistant/DHH Westmont Jr. High	Tuition	9/12/2022	5/26/2023	Accepted another position
Burger, Joan	Business Office Asst. Administrative Center	Local Funds	11/1/2005	TBD	Rescinding her 6/30/2023 retirement
Bustamante, Zaira	1:1 Teacher Assistant	User Fee Dist. #99	8/17/2022	7/27/2023	Accepted another position
Fredricks, Wendy	1:1 Teacher Assistant	User Fee Dist. #58	8/15/2014	6/2/2023	Accepted another position
Graham, Jaye	1:1 Teacher Assistant	User Fee Dist. #202	1/13/2014	6/7/2023	Accepted another position
Johnson, Katrina	10-month Admin. Asst. MN & STARS Program	Tuition	5/9/2022	6/23/2023	Personal reasons

3. Resignations/Retirements/Terminations – Educational Support Staff - continued

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Last Day Worked</u>	<u>Reason</u>
Lewandowski, Tina	1:1 Teacher Assistant	User Fee Dist. #60	11/28/2016	6/7/2023	Accepted another position
Pedersen, Tracy	1:1 Medical Assistant	User Fee Dist. #58	8/10/2018	7/27/2023	Accepted another position
Young, Karen	1:1 Teacher Assistant	User Fee Dist. #68	3/10/2023	6/9/2023	Accepted another position

4. Appointments – Administrative Staff

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
Lessentien, Bridget	Assistant Program Administrator MN Program	Tuition	7/1/2023		\$85,000.00
Vance, Darcie	Program Administrator IST/SI Program	Local Funds	7/1/2023		\$97,000.00

5. Appointments – Licensed Staff

Ahern, Diana	Teacher/STARS Holmes	Tuition	8/10/2023		\$80,205.00
Ardaiolo, Alexis	Permanent Sub Teacher/VI Maercker	Tuition	8/10/2023		\$57,727.00
Baker, Megan	Teacher/MN Transition	Tuition	8/10/2023		\$78,162.00
Burch, Laura	Speech/Language Pathologist/DHH Program - .60 F.T.E.	Tuition	8/10/2023		\$45,504.80 Prorated from \$76,118.00
Conwell, Jane	Teacher/MN Willowbrook	Tuition	8/10/2023		\$67,944.00
DeBruin, Benjamin	Teacher/MN O'Neill	Tuition	8/10/2023		\$91,781.00
Dwyer, Michael	Teacher/VI Albright	Tuition	8/10/2023		\$85,314.00
Goins, Sarah	Teacher/MN Concord	Tuition	8/10/2023		\$57,216.00

5. Appointments – Licensed Staff - continued

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
Hawes, Jennifer	Adaptive PE Teacher MN Program	Tuition	8/10/2023		\$58,749.00
McGann, Kathleen	Permanent Sub Teacher/STARS Swartz	Tuition	8/10/2023		\$57,727.00
O’Sullivan, Patricia	Teacher Southeast School	Tuition	8/10/2023		\$91,781.00
Rosales, Walter	Permanent Sub Teacher Vision Program	Tuition	8/10/2023		\$51,086.00

6. Appointments – Registered Staff

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
Corso, Rebecca	Occupational Therapist	User Fee Member Dists.	8/10/2023		\$60,014.00
Hizel, Michael	Occupational Therapist	User Fee Member Dists.	8/10/2023		\$63,669.00
Kern, Beth	Occupational Therapist	User Fee Member Dists.	8/10/2023		\$78,337.00
Kosiek, Alexis	Occupational Therapist	User Fee Member Dists.	8/10/2023		\$60,014.00
Mani, Meghana	Occupational Therapist	User Fee Member Dists.	8/10/2023		\$60,014.00
Ward, Abigail	Occupational Therapist	User Fee Member Dists.	8/10/2023		\$60,014.00
Zhang, Wei	Occupational Therapist	User Fee Member Dists.	8/10/2023		\$61,815.00

7. Appointments – Educational Support Staff

Ball, Donna	1:1 Teacher Assistant	User Fee Dist. #201	8/10/2023	\$18.60	
Cole, Diane	1:1 Teacher Assistant	User Fee Dist. #68	8/10/2023	\$18.89	
Fleckenstein, Kathryn	Medical/Teacher Assistant Transition Program	Tuition	8/10/2023	\$35.03	

7. Appointments – Educational Support Staff - continued

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
Gonzini, Jordan	1:1 Teacher Assistant	User Fee Dist. #100	8/10/2023	\$18.89	
Knouse, Kirstin	1:1 Teacher Assistant	User Fee Dist. #20	8/10/2023	\$20.46	
Lee, Verneesha	1:1 Teacher Assistant	User Fee Dists. #66 & 180	8/10/2023	\$18.89	
Lopez, Jesus	Signing Assistant/DHH North School	Tuition	8/10/2023	\$22.51	
Raffaele, Ian	1:1 Teacher Assistant	User Fee Dist. #230	8/10/2023	\$21.02	
Salgado, Andrea	1:1 Teacher Assistant	User Fee Dist. #58	8/10/2023	\$18.00	
Skala, Charlotte	1:1 Signing Assistant	User Fee Dist. #20	8/10/2023	\$18.90	
Smith, Qualeshia	Teacher Assistant Southeast School	Tuition	8/10/2023	\$18.59	
Strejc, Kasey	1:1 Interpreter	User Fee Dist. #34	8/10/2022	\$28.85	

8. Appointments – Grant Staff

Wrobbel, Tammy	Inclusion Specialist Early CHOICES Grant	Early CHOICES Grant	7/3/2023		\$65,000.00

9. Change of Employment Status – Registered Staff

Rancatore, Jillian	From: Occupational Therapist 1.0 F.T.E.	User Fee Member Dists.	8/15/2016		\$73,809.00
	To: Occupational Therapist 0.80 F.T.E.	User Fee Member Dists.	8/15/2016		\$59,047.56 Prorated from \$73,809.00

10. Change of Employment Status – Grant Staff

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
Ropars, Emily	From: LRE Specialist Early CHOICES 1.0 F.T.E.	Early CHOICES Grant	4/20/2015		\$69,486.52
	To: LRE Specialist Early CHOICES 0.50 F.T.E. (Timesheet)	Early CHOICES Grant	7/3/2023	\$42.37	

11. Appointments – Licensed Staff - Contracted

Antzacak, Mia	Social Worker /STARS/MN -Edu Health	Tuition	8/10/2023	\$82.00	

12. Appointments – Registered Staff - Contracted

O'Brien, Sally	RN/Transition/VI Maxim Health	Tuition	8/10/2023	\$75.00	
Rogers, Elizabeth	RN/Transition Maxim Health	Tuition	8/10/2023	\$75.00	
Rosen, Therese	RN/MN Program ESY Maxim Health	Tuition	7/03/2023	\$75.00	

13. Appointments – Educational Support Staff – Contracted

Bonds, Hardy	Teacher Assistant/MN ESY - Maxim	Tuition	7/03/2023	\$40.00	
Calvin, Arrid	Teacher Assistant/MN ESY - Maxim	Tuition	7/03/2023	\$40.00	
Dyrek, Mark	Business Office Asst. Administrative Center Interim School Business Office, Inc.	Local Funds	5/31/2023	\$75.00	
Graves, April	Teacher Assistant/MN ESY - Maxim	Tuition	7/03/2023	\$40.00	
Kelani, Remi	Teacher Assistant/ Transition-ESY Maxim	Tuition	7/10/2023	\$40.00	
Montalvo, Illeana	Teacher Assistant/ STARS-ESY Maxim	Tuition	7/10/2023	\$40.00	

13. Appointments – Educational Support Staff – Contracted

<u>Name</u>	<u>Position</u>	<u>Funding Source</u>	<u>Initial Employment Date</u>	<u>Hourly Rate</u>	<u>Salary</u>
Pedraza, Eva	Teacher Assistant/ STARS-ESY Maxim	Tuition	7/03/2023	\$40.00	
Salutric, Karen	Teacher Assistant/MN ESY - Maxim	Tuition	7/20/2023	\$40.00	
Stewart, Sherralyn	Teacher Assistant/ Transition -ESY Maxim	Tuition	7/03/2023	\$40.00	
Theilenhouse, Aubrey	Teacher Assistant/ STARS-ESY Maxim	Tuition	7/05/2023	\$40.00	
Townsend, Tiana	Teacher Assistant/MN ESY - Maxim	Tuition	7/10/2023	\$40.00	
Williams, Carrie	Teacher Assistant/MN ESY - Maxim	Tuition	7/03/2023	\$40.00	

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

8/16/2023

FOR INFORMATION ONLY

1. Leaves of Absences/FMLA – Licensed Staff

<u>Name</u>	<u>Position</u>	<u>Length of Leave</u>
Ariano, Emilia	Teacher - VI Addison Trail	8/20/2023 – 11/14/2023
Aurrichio, Megan	Teacher - SE Southeast School	10/23/2023 – 2/1/2023
D’Amico, Jessica	Social Worker STARS Program	10/21/2023 – 2/1/2023
Laren, Richard	Teacher Transition Program	8/10/2023 – 11/3/2023
Medearis, Christopher	Teacher -MN O’Neill Jr.High	8/23/2023 – 10/18/2023
Shanahan, Kerry	IST/SI Specialist IST/SI Program	8/30/2023 -11/10/2023

2. Leaves of Absences/FMLA – Registered Staff

Guzzarde, Krystal	Occupational Therapist OT/PT Dept.	9/3/2023 – 11/20/2023

3. Leaves of Absences/Unpaid – Licensed Staff

Ariano, Emilia	Teacher Vision Program	11/15/2023 – 3/29/2024



2023 Low Incidence Extended School Year Staff

The Administration recommends employment of the following staff for the 2023 Extended Year Program ending July 27, 2023. Staffing patterns and hourly rates for extended school year were approved at the January Board of Directors meeting.

SPEECH/LANGUAGE PATHOLOGISTS (\$42.54/hour)

Melissa Curry
Jennifer Zendol Carr

ORIENTATION & MOBILITY SPECIALISTS (\$34.98/hour)

Wendy Brusich

TEACHER ASSISTANTS (\$15.61/hour)

Allison Chandler
Amy Middleton
Kelsey Nardi
Joseph Obermaier
Kimberly Zaragoza

DAILY LIVING SKILLS ASSISTANTS

Katarina Belmont (\$13.00)
Ciara Johnson (\$10.51)
Taraj Thompson (\$10.51)



2023 Multi-Needs Extended School Year Staff

The Administration recommends employment of the following staff for the 2023 Extended Year Program ending July 27, 2023. Staffing patterns and hourly rates for extended school year were approved at the January Board of Control meeting.

TEACHERS (\$34.98/hour)

Erin Chorazyczewski
Michael Dwyer
Robert Goulding
Jessica Holle
Jennifer Kirkpatrick
Amy Klimczak
Julie Noesen
Kristin Petrella
Myra Lynn Thielsen

SITE NURSES/MATA

Kathryn Fleckenstein (\$26.00)
Nancy Harte (\$26.00)
Lizbeth Hernandez (\$34.98)

TEACHER ASSISTANTS (\$15.61/hour)

Whitney DeRosa
Nicole Klein
Karen Young

DAILY LIVING SKILLS ASSISTANTS

Kiera Sarti (\$10.51)
Mackenzie Webb (\$13.00)
Madison Webb (\$13.00)

Emilia E Ariano
1518 W Mulloy Dr
Addison, IL 60101
630-745-0863
eariano@sased.org

August 9, 2023

Dear SASED Board of Directors,

I am writing to inform you of my pregnancy, my intention to take the full maternity allowance, and permission to take an extended maternity leave.

Due to my pregnancy being high-risk, my doctor is advising that I be induced earlier than my anticipated due date of September 5, 2023. Due to my doctor's orders, I intend to start my maternity leave the week of August 20, 2023. As of August 9, 2023, the induced labor has not been scheduled. Once my doctor has scheduled the date, I will inform SASED HR and my administrator, Amy Gebre.

Due to lack of childcare, I request that my return date be after Addison Trail High School's Spring Break session which is April 1, 2023. This is my first child and considering my age, this will most likely be my only child.

I have prepared all classroom schedules, student materials, and data collection sheets. In addition to all the classroom setup, I have also provided necessary student/parent information, classroom expectations/ classroom behavior plans, and lesson plans for my substitute to ensure an easy transition and successful school year.

Thank you in advance for allowing me time away so that I can adjust to life as a first-time mother. I thoroughly enjoy working for SASED and look forward to continuing my position as Teacher of Students with Visual Impairments at Addison Trail High School.

Kindest regards,



Emilia E Ariano

June 23, 2023

Dear Julie Grohn and Laura Capparelli,

Please accept this letter as notice of my resignation from SASSED, as of June 23, 2023.

I have greatly appreciated my time at SASSED, more specifically Southeast. Thank you for all of the opportunities provided to me to not only grow within teaching, but leadership as well. I now have an opportunity to expand my skills that I can't pass up.

I wish you and SASSED much success in the future. If there is anything I can do in the next couple of weeks to help with transitioning, please don't hesitate to reach out.

Sincerely,
Ashley Austin, LBS1

7/3/2023

School Association of Special Education of Dupage

To Whom It May Concern,

This letter is to inform you of my intention to resign from my position as school social worker for the School Association of Special Education of Dupage. This will be effective one month from today, on 8/2/2023.

I am thankful for the time I spent working at SASSED, specifically the supportive and welcoming staff that I had the pleasure of working with during the past year. The community that I have experienced during my time at SASSED will be difficult to replace. The leadership and guidance that I have received has contributed to all that I have learned during the past year and I am very grateful.

If there is anything that I can do to help aid in the transition please let me know.

I hope to stay in touch in the future and wish the program continued success going forward.

*Sincerely,
Amy Baldwin, LCSW*

From: **Steven Erzig** <serzig@sased.org>

Date: Sun, Jul 30, 2023 at 11:18 PM

Subject: Resignation letter

To: Julie Grohn <jgrohn@sased.org>, Laura Capparelli <lcapparelli@sased.org>

Good Morning,

I would like to formally resign from my position as Directions Teacher. I know we spoke last week and wanted to offer my official resignation letter. I was out of town and this was my first chance to send it officially. I would like to touch base with both of you on when I can go to the classroom to pick up my materials and anything else you would need me to do.

I want to personally thank you and the rest of SASED for all of the help and the opportunity to work there over the last nine years. It has been a tremendous opportunity to be part of the Directions Program from its inception and being able to be part of that growth to where it is currently. I have enjoyed working with the staff, students, and other programs inside of SASED. I will cherish all of my memories of SASED and the Directions Program. I know the program and SASED is in good hands and I hope to see everyone again in the future. I wish you all the best and please let me know if you have any questions.

Best Regards,

Steve Erzig LBS-1

Directions High School Teacher

SASED- Directions Program

Southeast Alternative School

6S331 Cornwall Rd

Naperville, IL 60540

630.548.7132

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

From: **Jodi Padden-Rush** <jpadden@sased.org>

Date: Mon, Jul 10, 2023 at 1:40 PM

Subject: Resignation from SASED

To: Julie Grohn <jgrohn@sased.org>

Dear Julie,

I am writing to inform you that I will be resigning from SASED as I have accepted a job closer to my home. SASED, especially the SIIS Team, will always hold a very special place in my heart. I have learned so much over the years and am appreciative of the guidance I have received. I wish you all the best!

Sincerely,
Jodi

--

Jodi Padden-Rush, Ed.S.

SASED School Improvement Coach

cell 773-771-2322



Kristie Katzel <kkatzel@sased.org>

Resignation

1 message

Jenna Niemi <jniemi@sased.org>

Thu, Aug 3, 2023 at 10:19 AM

To: Human Resources <hr@sased.org>, Sherilyn Genin <sgenin@sased.org>

Hello,

I am formally resigning from SASED at this time. Please let me know the next steps.

Thanks,
Jenna

--

Jenna Niemi, COTA/L
SASED Occupational Therapist
Hawthorne, Madison, and Lincoln
District 205, jniemi@elmhurst205.org



Veena Jose <vjose@sased.org>

O'Brien resignation letter

1 message

Mary Obrien <mobrien@sased.org>
To: Human Resources <hr@sased.org>
Cc: Sherilyn Genin <sgenin@sased.org>

Tue, Jul 25, 2023 at 1:10 PM

Hello,

I am emailing to let you know that I am submitting my resignation notice from SASED effective today. It has been a pleasure working for SASED and especially the amazing administration and my colleagues in the OT/PT department. Sherilyn, the lead OT's and office administration have been wonderful to work with and will be missed! I am sad to leave this organization, but I'm looking forward to my future endeavors.

Thank you!

--

Sincerely,

Mary O'Brien, MOT OTR/L
SASED Occupational Therapist



School Association for Special Education in DuPage

Jimmy Gunnell, Ed.D.
Executive Director
Jim Nelson
Executive Director

To: Jimmy Gunnell and Jim Nelson , Executive Director
From: Julie Grohn, Director of HR
Date: August 11, 2023
Re: Nurse Buyout

Below is information for a contract buyout with Procure for Amy Lesnicki. Amy was a contract nurse with us for the 2022-2023 school year and would like to be a SASED employee.

Classroom RN		BOC
Amy Lesnicki		
	Contract	SASED (year 1)
Hourly rate	\$78.00	\$34.49
Benefits	\$0.00	\$22,000.00
Annual amount paid	\$108,225.00	\$47,854.88
Buy-out amount		\$17,000.00
TOTAL	\$108,225.00	\$86,854.88

Recommendation: Buyout the contract for Amy Lesnicki for \$17,000 to Procure.

*Approved
James Gunnell
8-11-23*

**School Association for Special Education in DuPage County
Treasurer's Report
June 30, 2023**

CASH ACTIVITY REPORT

Beginning Balance
Investments

<u>A</u>	<u>B</u> SELF FUNDED MEDICAL INSUR	<u>C</u> SELF FUNDED DENTAL INSUR	<u>D</u>	<u>A + B + C + D</u>
EDUCATION FUND			FSA	TOTAL EDUCATION FUND
10,830,127.59	765,477.17	360,141.31	(32,665.24)	11,923,080.83

June Activity

Interest Earned

Gains/(Losses) on Sales of Securities

Record Health Fund Transfers

Cash Receipts

Cash Disbursements - General
- Payroll

Subtotal

Ending Balance

5,899.92				5,899.92
-				-
364,063.99	(399,546.77)	22,949.93	12,532.85	(0.00)
2,156,285.76	4,484.71	1,179.97		2,161,950.44
(2,230,838.16)			(6,161.98)	(2,237,000.14)
(1,685,765.63)				(1,685,765.63)
(1,390,354.12)	(395,062.06)	24,129.90	6,370.87	(1,754,915.41)
9,439,773.47	370,415.11	384,271.21	(26,294.37)	10,168,165.42

Investment - Demand Deposit - Fifth Third Bank
IL School District Liquid Asset Fund
Fifth Third Securities

4,071,210.16	365,930.40	383,091.24	(20,132.39)	4,800,099.41
21,200.69				21,200.69
5,346,865.32	-	-	-	5,346,865.32
9,439,276.17	365,930.40	383,091.24	(20,132.39)	10,168,165.42

Rachel Wisniewski

Rachel Wisniewski, Treasurer

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

CASH ACTIVITY REPORT

	A	B	C	D	A + B + C + D
	EDUCATION FUND	SELF FUNDED MEDICAL INSUR	SELF FUNDED DENTAL INSUR	FSA	TOTAL EDUCATION FUND
Beginning Balance	9,439,276.17	365,930.40	383,091.24	(20,132.39)	10,168,165.42
Investments					
July Activity					
Interest Earned	3,497.33				3,497.33
Gains/(Losses) on Sales of Securities	-				-
Record Health Fund Transfers	(19,336.36)	35,633.18	(13,279.96)	(3,016.86)	-
Cash Receipts	4,795,260.18	999.75	96.55		4,796,356.48
Cash Disbursements - General	(2,071,742.51)			(4,420.21)	(2,076,162.72)
- Payroll	(1,501,529.99)				(1,501,529.99)
Subtotal	1,206,148.65	36,632.93	(13,183.41)	(7,437.07)	1,222,161.10
Ending Balance	10,645,424.82	402,563.33	369,907.83	(27,569.46)	11,390,326.52
Investment - Demand Deposit - Fifth Third Bank	5,273,333.64	401,563.58	369,811.28	(23,149.25)	6,021,559.25
IL School District Liquid Asset Fund	21,293.11				21,293.11
Fifth Third Securities	5,347,474.16	-	-	-	5,347,474.16
	10,642,100.91	401,563.58	369,811.28	(23,149.25)	11,390,326.52

Rachel Wisniewski

Rachel Wisniewski, Treasurer

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

SCHEDULE OF INVESTMENTS

June 30, 2023

EDUCATION FUND	AMOUNT	INTEREST RATE	TERM	LOCATION	Security/Collateralization
PMA IL School District Liquid Asset Fund					
Depository Accounts - Liquid	21,200.69	0.502%	Money Market	ISDLAF	Money Market Mutual Fund
Depository Accounts - Liquid - DuPage West Cook	-		Money Market	ISDLAF	Money Market Mutual Fund
	21,200.69				
FIFTH THIRD BANK					
Depository and Demand Deposit Accounts	4,071,210.16	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	640,415.64	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	88,473.61	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
	4,800,099.41				
FIFTH THIRD SECURITIES					
Cash & Cash Equivalents	41,237.32	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	1,362,833.00	Varies	Various	Fifth Third Securities, Custodian	US Gov't. Obligation
U S Treasuries - long term	492,795.00	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	-				
	5,346,865.32				
	10,168,165.42	TOTAL			

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

EDUCATION FUND	AMOUNT	INTEREST RATE	TERM	LOCATION	Security/Collateralization
PMA IL School District Liquid Asset Fund					
Depository Accounts - Liquid	21,293.11	0.502%	Money Market	ISDLAF	Money Market Mutual Fund
Depository Accounts - Liquid - DuPage West Cook	-		Money Market	ISDLAF	Money Market Mutual Fund
	21,293.11				
FIFTH THIRD BANK					
Depository and Demand Deposit Accounts	5,273,333.64	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	663,027.97	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
Demand Deposit - Health Insurance Reserves	85,197.64	0.65%	N/A	Fifth Third Bank	Collateralized Deposit
	6,021,559.25				
FIFTH THIRD SECURITIES					
Cash & Cash Equivalents	41,846.16	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	1,362,833.00	Varies	Various	Fifth Third Securities, Custodian	US Gov't. Obligation
U S Treasuries - long term	492,795.00	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	-				
	5,347,474.16				
	11,390,326.52	TOTAL			

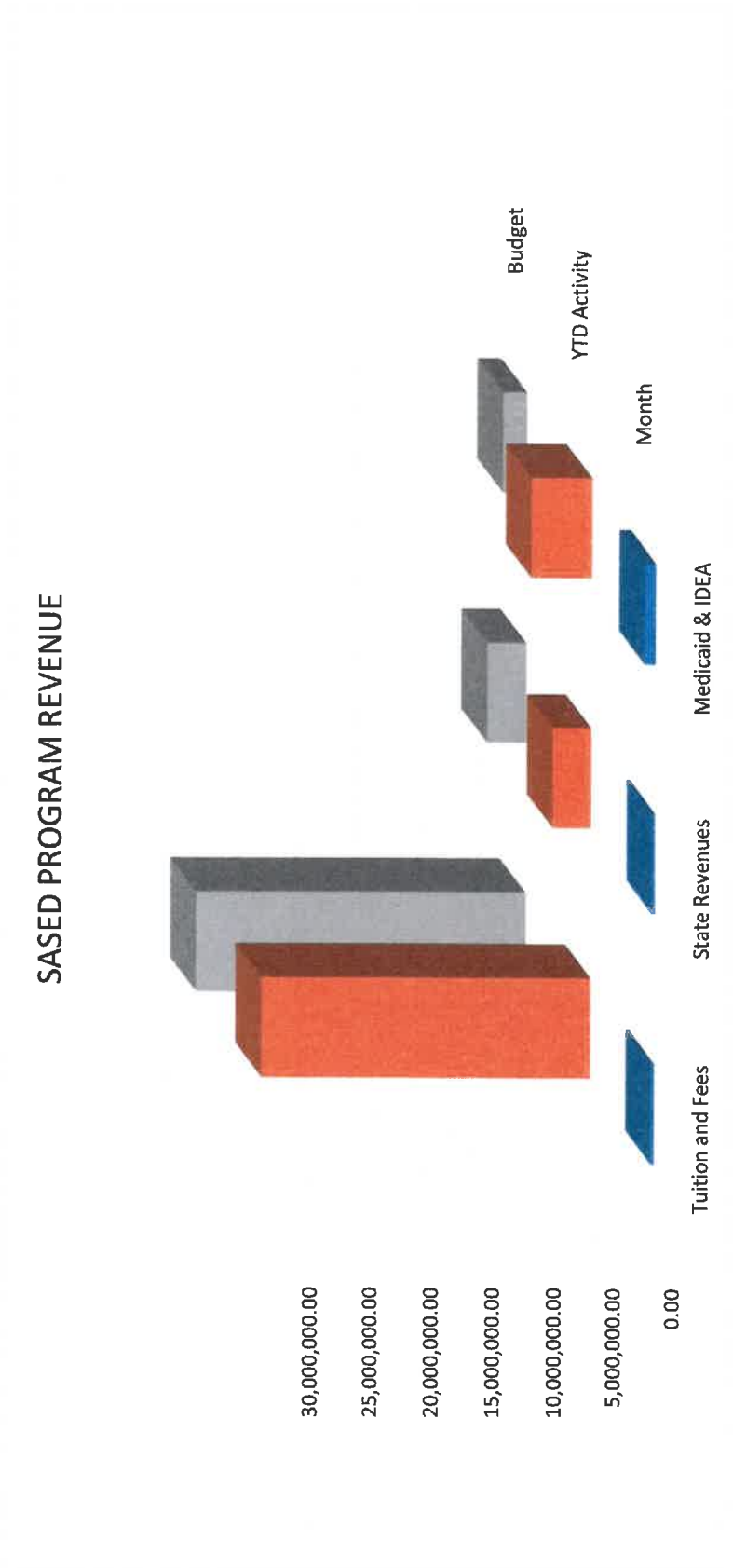
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

MONTHLY REVENUE REPORTING

30-Jun-23

SASED PROGRAMS

Program	Jun-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Tuition and Fees	280,964.80	27,102,246.84	27,135,233.00	99.9%
State Revenues	254,507.00	3,177,757.75	3,174,607.00	100.1%
Medicaid & IDEA	977,323.34	4,953,605.19	1,955,254.00	253.3%
Total	1,512,795.14	35,233,609.78	32,265,094.00	109.2%



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

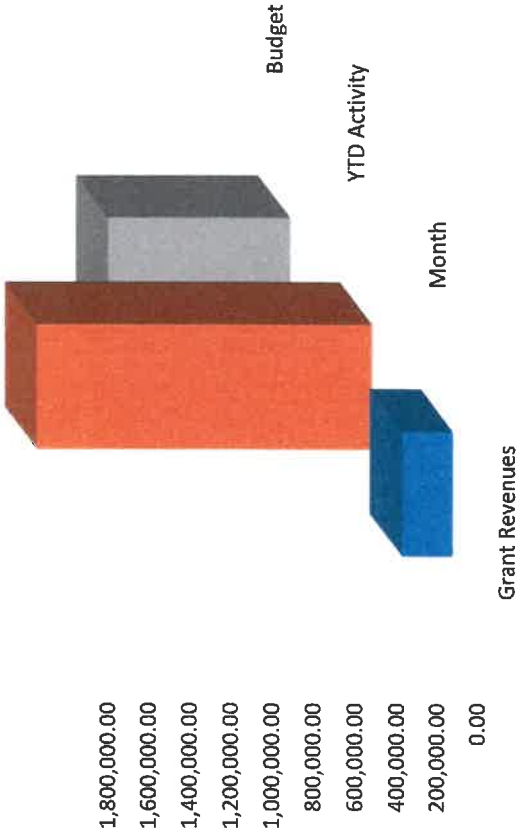
MONTHLY REVENUE REPORTING

30-Jun-23

EXTERNAL GRANT PROGRAMS

Program	Jun-23	2022-23	2022-23	%
	Monthly Activity	FYTD Activity	Original Budget	YTD
Grant Revenues	<u>248,770.43</u>	<u>1,634,113.74</u>	<u>891,617.00</u>	<u>183.3%</u>

EXTERNAL GRANT REVENUE



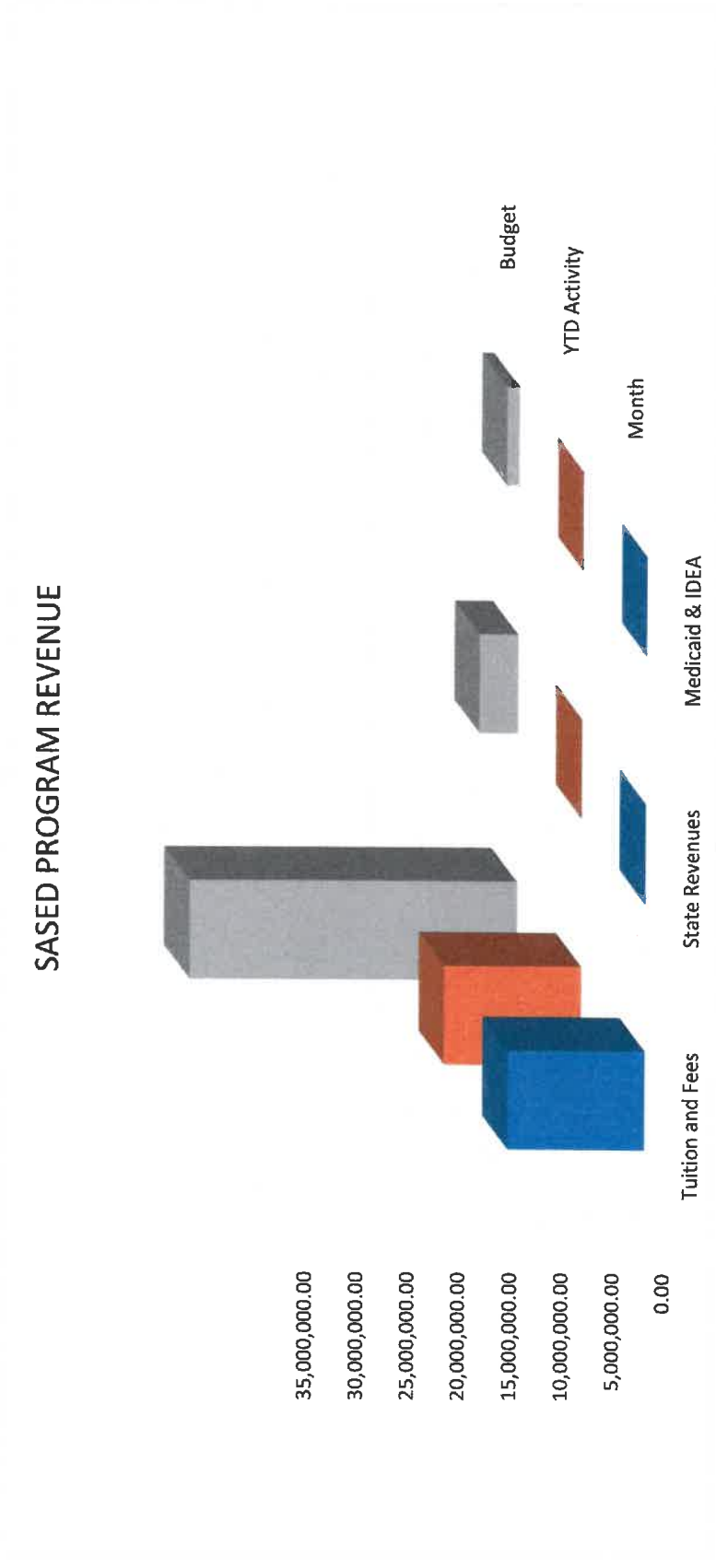
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

MONTHLY REVENUE REPORTING

31-Jul-23

SASED PROGRAMS

Program	Jul-23 Monthly Activity	2023-24 FYTD Activity	2023-24 Original Budget	% YTD
Tuition and Fees	13,307,953.72	13,307,953.72	31,832,700.00	<u>41.8%</u>
State Revenues	88,589.79	88,589.79	3,724,607.00	<u>2.4%</u>
Medicaid & IDEA	<u>248.25</u>	<u>248.25</u>	<u>1,169,228.00</u>	<u>0.0%</u>
Total	<u>13,396,791.76</u>	<u>13,396,791.76</u>	<u>36,726,535.00</u>	<u>36.5%</u>



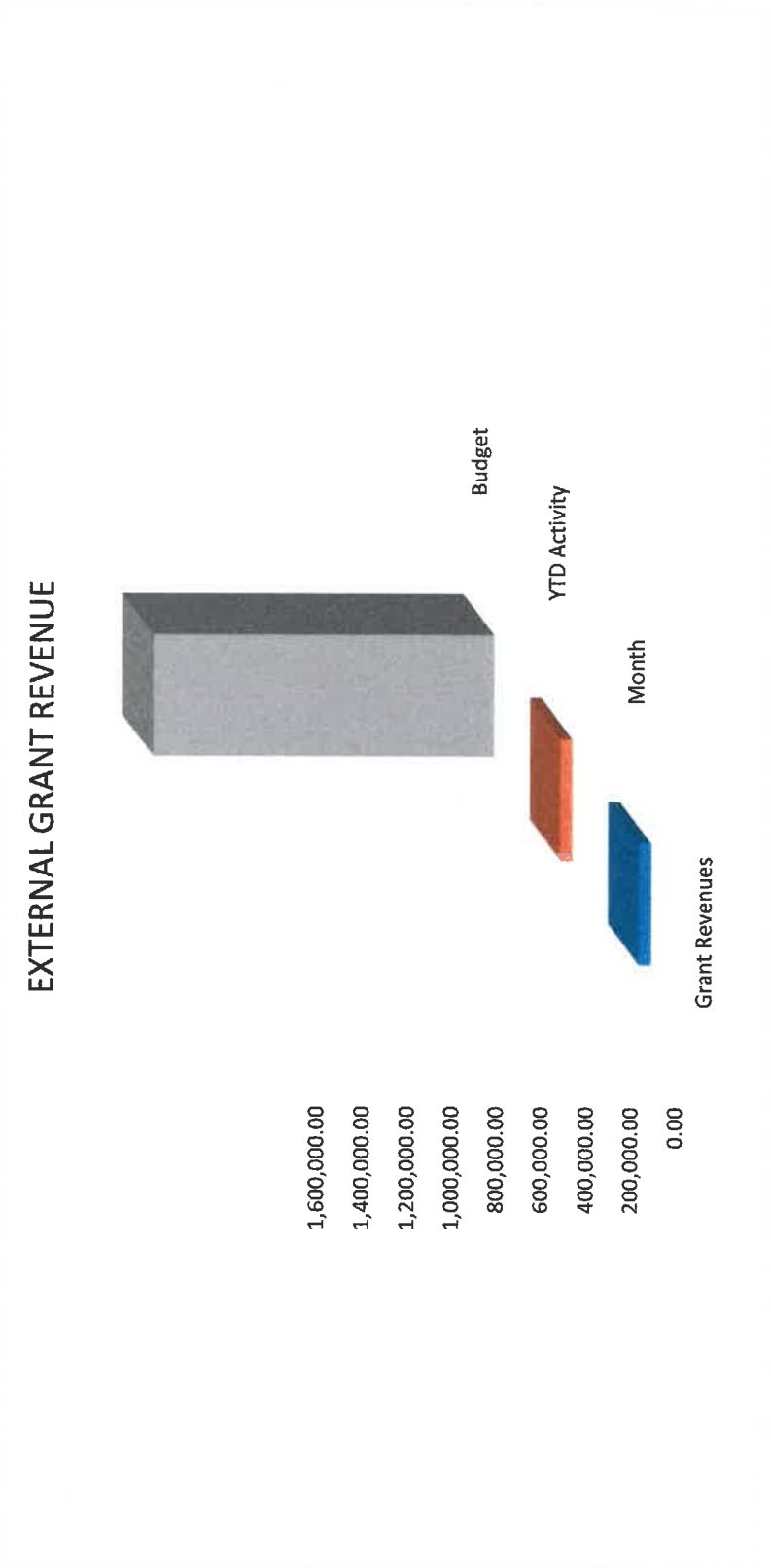
SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

MONTHLY REVENUE REPORTING

31-Jul-23

EXTERNAL GRANT PROGRAMS

Program	Jul-23	2023-24	2023-24	%
	Monthly Activity	FYTD Activity	Original Budget	YTD
Grant Revenues	<u>53,873.90</u>	<u>53,873.90</u>	<u>1,521,531.00</u>	<u>3.5%</u>



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

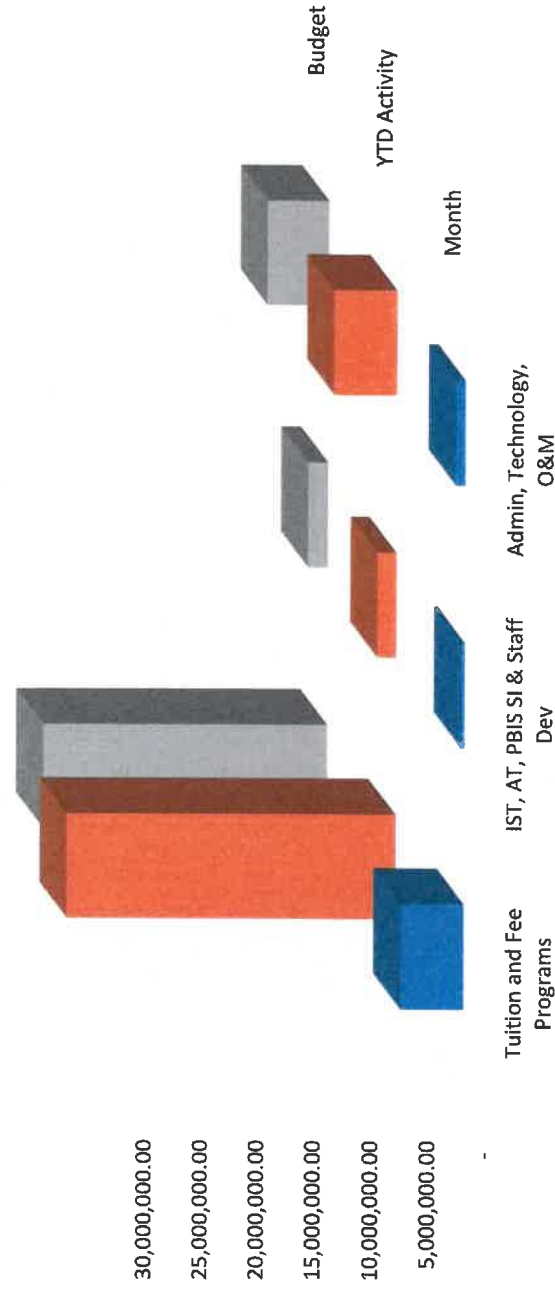
MONTHLY EXPENDITURE REPORTING

30-Jun-23

SASED PROGRAMS

Program	Jun-23 Monthly Activity	2022-23 FYTD Activity	2022-23 Original Budget	% YTD
Tuition and Fee Programs	5,528,079.15	29,054,173.39	25,121,190.00	<u>115.7%</u>
IST, AT, PBIS SI & Staff Dev	300,100.37	1,672,536.69	1,762,908.00	<u>94.9%</u>
Admin, Technology, O&M	828,451.69	5,519,579.42	5,455,353.00	<u>101.2%</u>
	<u>6,656,631.21</u>	<u>36,246,289.50</u>	<u>32,339,451.00</u>	<u>112.1%</u>

SASED PROGRAM EXPENDITURES

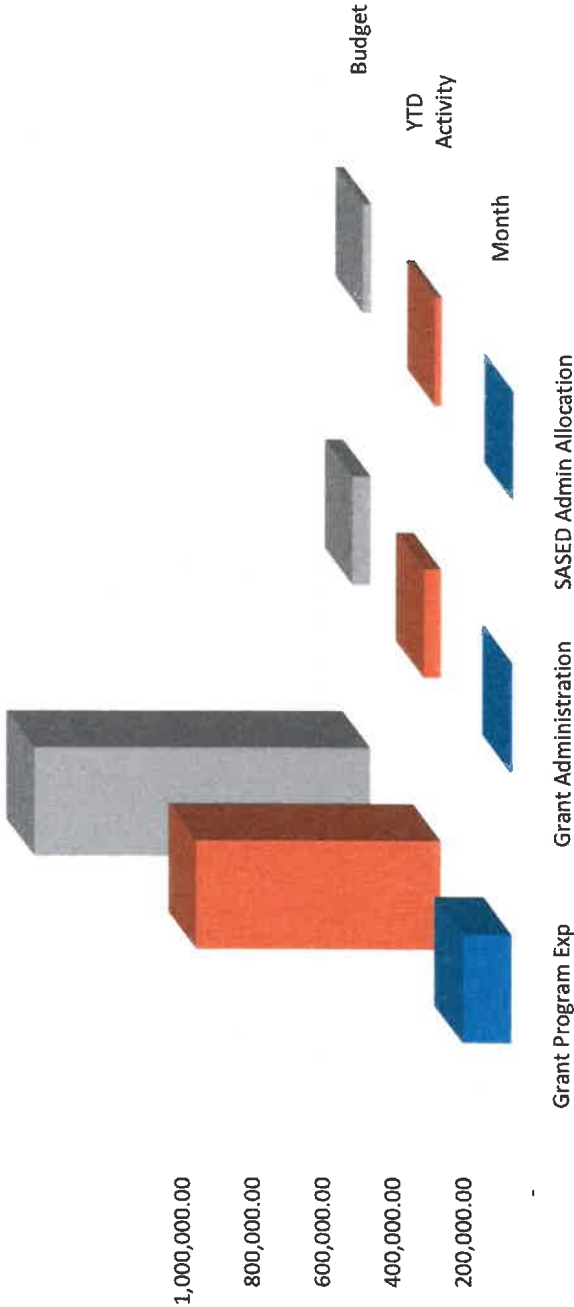


SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
MONTHLY EXPENDITURE REPORTING
30-Jun-23

EXTERNAL GRANT PROGRAMS

<u>Program</u>	<u>Jun-23</u> <u>Monthly Activity</u>	<u>2022-23</u> <u>FYTD Activity</u>	<u>2022-23</u> <u>Original Budget</u>	<u>%</u> <u>YTD</u>
Grant Program Exp	138,287.31	697,966.03	959,737.00	<u>72.7%</u>
Grant Administration	5,052.17	49,346.93	52,084.00	<u>94.7%</u>
SASED Admin Allocation	1,025.24	19,487.84	24,496.00	<u>79.6%</u>
Total	144,364.72	766,800.80	1,036,317.00	<u>74.0%</u>

EXTERNAL GRANT EXPENDITURES



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

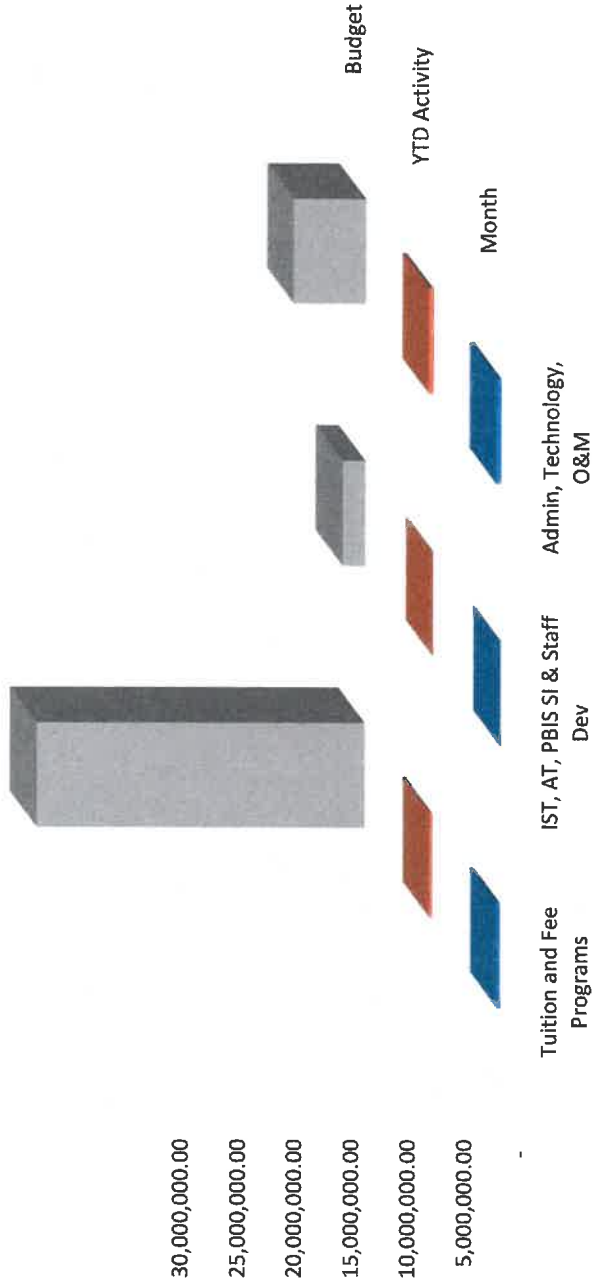
MONTHLY EXPENDITURE REPORTING

31-Jul-23

SASED PROGRAMS

Program	Jul-23 Monthly Activity	2023-24 FYTD Activity	2023-24 Original Budget	% YTD
Tuition and Fee Programs	247,648.40	247,648.40	28,892,245.91	<u>0.9%</u>
IST, AT, PBIS SI & Staff Dev	39,529.76	39,529.76	2,035,279.00	<u>1.9%</u>
Admin, Technology, O&M	429,391.41	429,391.41	6,385,842.38	<u>6.7%</u>
	<u>716,569.57</u>	<u>716,569.57</u>	<u>37,313,367.29</u>	<u>1.9%</u>

SASED PROGRAM EXPENDITURES



SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY

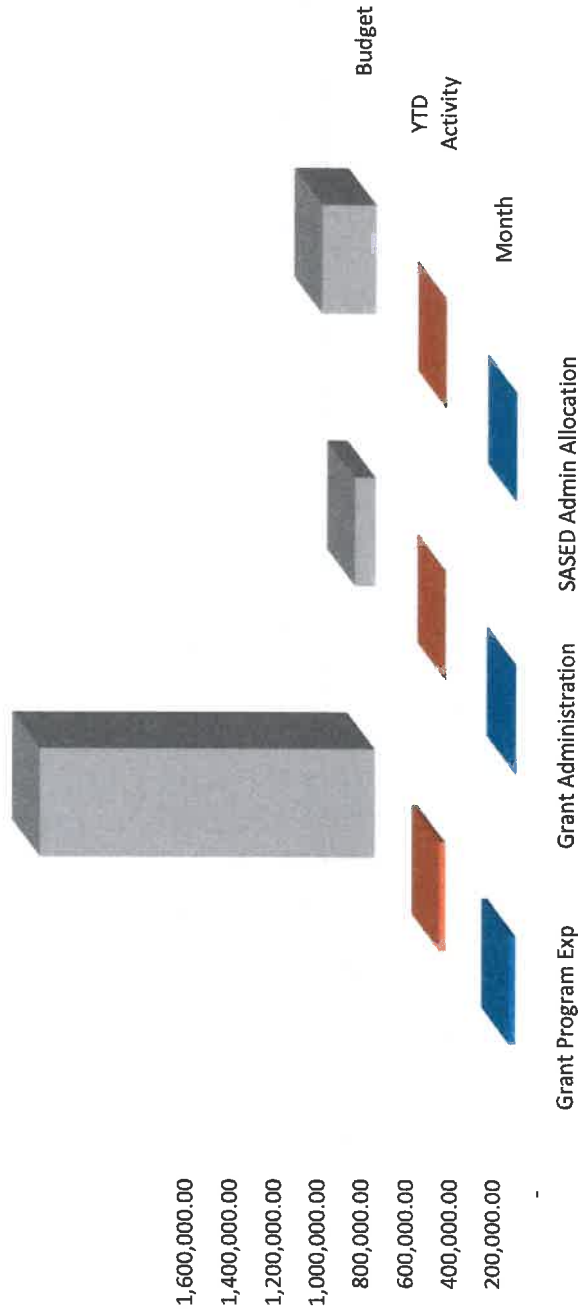
MONTHLY EXPENDITURE REPORTING

31-Jul-23

EXTERNAL GRANT PROGRAMS

Program	Jul-23 Monthly Activity	2023-24 FYTD Activity	2023-24 Original Budget	% YTD
Grant Program Exp	27,185.19	27,185.19	1,525,780.00	<u>1.8%</u>
Grant Administration	4,184.02	4,184.02	93,601.02	<u>4.5%</u>
SASED Admin Allocation	1,432.36	4,184.02	246,519.00	<u>1.7%</u>
Total	<u>32,801.57</u>	<u>35,553.23</u>	<u>1,865,900.02</u>	<u>1.9%</u>

EXTERNAL GRANT EXPENDITURES



GROSS PAYROLL

June 2023 \$ 4,011,596.42

July 2023 \$ 300,185.56

June, 2023

TOTAL SALARY	:	4,011,596.42
TOTAL DEDUCTIONS	:	1,381,054.74
TOTAL EMPLOYEES	:	371

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

July, 2023

TOTAL SALARY	:	330,185.56
TOTAL DEDUCTIONS	:	104,861.90
TOTAL EMPLOYEES	:	177

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

INTERIM PAYROLL LIABILITIES

June 2023 \$ 831,700.01

July 2023 \$ 369,736.41

6/15/2023 Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
222301024	SASED EDUCATION ASSOCIATION	6/15/2023	\$3,291.03	
222301025	SASED SUPPORT STAFF ASSOCIATION	6/15/2023	\$1,123.60	
		2 ACH Check(s) For a Total of		\$4,414.63
102815	STATE DISBURSEMENT UNIT	6/15/2023	\$172.26	
102816	STATE DISBURSEMENT UNIT	6/15/2023	\$380.00	
		2 Computer Check(s) For a Total of		\$552.26
202200364	ILLINOIS DEPT OF REVENUE	6/15/2023	\$33,901.59	
202200367	TEACHERS RETIREMENT (2.2%)	6/15/2023	\$2,795.24	
202200368	TEACHERS RETIREMENT SYSTEM	6/15/2023	\$43,374.18	
202200369	THIS (TRS HEALTH) FUND	6/15/2023	\$7,566.36	
202200370	MB FINANCIAL (FEDERAL)	6/15/2023	\$65,555.60	
202200371	MB FINANCIAL BANK (FICA-E)	6/15/2023	\$32,556.96	
202200372	MB FINANCIAL BANK (FICA-W)	6/15/2023	\$32,556.96	
202200373	THE OMNI GROUP	6/15/2023	\$1,423.00	
202200374	CUNA MUTUAL GROUP	6/15/2023	\$25,565.79	
202200375	TEACHERS RETIREMENT SYSTEM SSP	6/15/2023	\$1,030.00	
		10 Wire Transfer Check(s) For a Total of		\$246,325.68
		2 ACH Checks For a Total of		\$4,414.63
		2 Computer Checks For a Total of		\$552.26
		Total for 14 Manual, Wire Tran, ACH & Computer Checks		\$251,292.57
		Net Amount		\$251,292.57
10	EDUCATION FUND			\$251,292.57

6/30/2023 Payroll Accounts Payable Check Register

Check #	Vendor Name	Check Date	Check Amount	
222301036	BAY, JULIE D	6/30/2023	\$600.00	
222301037	CANNATA, SAM	6/30/2023	\$600.00	
222301038	DIAMOND, NANETTE	6/30/2023	\$600.00	
222301039	SASED EDUCATION ASSOCIATION	6/30/2023	\$3,290.35	
222301040	SASED SUPPORT STAFF ASSOCIATION	6/30/2023	\$1,118.34	
222301041	SCHROEDER, LYNN A	6/30/2023	\$600.00	
222301042	SMITH, LISA	6/30/2023	\$600.00	
222301043	THIELSEN, MYRA LYNN	6/30/2023	\$600.00	
		8 ACH Check(s) For a Total of		\$8,008.69
102831	STATE DISBURSEMENT UNIT	6/30/2023	\$172.26	
102832	STATE DISBURSEMENT UNIT	6/30/2023	\$380.00	
102833	UNITED WAY OF NAPERVILLE	6/30/2023	\$20.00	
		3 Computer Check(s) For a Total of		\$572.26
202200365	IMRF (EMPLOYEES CONT)	6/15/2023	\$18,569.94	
202200366	IMRF (EMPLOYERS CONT)	6/15/2023	\$17,194.59	
202200376	ILLINOIS DEPT OF REVENUE	6/30/2023	\$2,689.77	
202200377	TEACHERS RETIREMENT (2.2%)	6/30/2023	\$386.55	
202200378	TEACHERS RETIREMENT SYSTEM	6/30/2023	\$5,998.09	
202200379	THIS (TRS HEALTH) FUND	6/30/2023	\$1,046.34	
202200380	MB FINANCIAL (FEDERAL)	6/30/2023	\$5,311.41	
202200381	MB FINANCIAL BANK (FICA-E)	6/30/2023	\$902.38	
202200382	MB FINANCIAL BANK (FICA-W)	6/30/2023	\$902.38	
202200383	THE OMNI GROUP	6/30/2023	\$750.00	
202200384	CUNA MUTUAL GROUP	6/30/2023	\$0.00	
202200385	ILLINOIS DEPT OF REVENUE	6/30/2023	\$32,938.78	
202200386	IMRF (EMPLOYEES CONT)	6/30/2023	\$19,135.20	
202200387	IMRF (EMPLOYERS CONT)	6/30/2023	\$17,793.81	
202200388	TEACHERS RETIREMENT (2.2%)	6/30/2023	\$2,597.54	
202200389	TEACHERS RETIREMENT SYSTEM	6/30/2023	\$40,306.96	
202200390	THIS (TRS HEALTH) FUND	6/30/2023	\$7,031.33	
202200391	MB FINANCIAL (FEDERAL)	6/30/2023	\$63,389.68	
202200392	MB FINANCIAL BANK (FICA-E)	6/30/2023	\$32,834.65	
202200393	MB FINANCIAL BANK (FICA-W)	6/30/2023	\$32,834.65	
202200394	THE OMNI GROUP	6/30/2023	\$1,273.00	
202200395	CUNA MUTUAL GROUP	6/30/2023	\$27,142.13	
202200396	TEACHERS RETIREMENT SYSTEM SSP	6/30/2023	\$1,030.00	
202200397	ILLINOIS DEPT OF REVENUE	6/30/2023	\$12.58	
202200398	TEACHERS HEALTH INSURANCE SECURITY (THIS)	6/30/2023	\$404.12	
202200402	TEACHERS RETIREMENT (2.2%)	6/30/2023	\$1,917.31	
202200403	TEACHERS RETIREMENT SYSTEM	6/30/2023	\$29,751.32	
202200404	THIS (TRS HEALTH) FUND	6/30/2023	\$5,189.89	
202200413	TEACHERS RETIREMENT (2.2%)	6/30/2023	\$1,917.31	
202200414	TEACHERS RETIREMENT SYSTEM	6/30/2023	\$29,751.32	
202200415	THIS (TRS HEALTH) FUND	6/30/2023	\$5,189.89	
202200425	TEACHERS RETIREMENT (2.2%)	6/30/2023	\$1,894.74	
202200426	TEACHERS RETIREMENT SYSTEM	6/30/2023	\$29,401.05	
202200427	THIS (TRS HEALTH) FUND	6/30/2023	\$5,128.78	
202200436	TEACHERS RETIREMENT (2.2%)	6/30/2023	\$1,894.69	

6/30/2023 Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
202200437	TEACHERS RETIREMENT SYSTEM	6/30/2023	\$29,400.17	
202200438	THIS (TRS HEALTH) FUND	6/30/2023	\$5,128.64	
202200400	IMRF (EMPLOYEES CONT)	6/30/2023	\$11,765.10	
202200401	IMRF (EMPLOYERS CONT)	6/30/2023	\$11,069.46	
202200411	IMRF (EMPLOYEES CONT)	6/30/2023	\$11,765.07	
202200412	IMRF (EMPLOYERS CONT)	6/30/2023	\$11,069.44	
202200423	IMRF (EMPLOYEES CONT)	6/30/2023	\$11,470.28	
202200424	IMRF (EMPLOYERS CONT)	6/30/2023	\$10,756.96	
202200434	IMRF (EMPLOYEES CONT)	6/30/2023	\$11,469.78	
202200435	IMRF (EMPLOYERS CONT)	6/30/2023	\$10,756.51	
202200445	TEACHERS RETIREMENT (FED)	6/30/2023	\$2,662.90	
		46 Wire Transfer Check(s) For a Total of	\$571,826.49	
		8 ACH Checks For a Total of	\$8,008.69	
		3 Computer Checks For a Total of	\$572.26	
		Total for 57 Manual, Wire Tran, ACH & Computer Checks	\$580,407.44	
		Net Amount	\$580,407.44	
10	EDUCATION FUND		\$580,407.44	

7/7/2023 ESY Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
202200446	ILLINOIS DEPT OF REVENUE	7/7/2023	\$1,479.81	
202200447	IMRF (EMPLOYEES CONT)	7/7/2023	\$250.92	
202200448	IMRF (EMPLOYERS CONT)	7/7/2023	\$265.95	
202200449	TEACHERS RETIREMENT (2.2%)	7/7/2023	\$118.59	
202200450	TEACHERS RETIREMENT SYSTEM	7/7/2023	\$1,840.43	
202200451	THIS (TRS HEALTH) FUND	7/7/2023	\$320.99	
202200452	MB FINANCIAL (FEDERAL)	7/7/2023	\$1,197.48	
202200453	MB FINANCIAL BANK (FICA-E)	7/7/2023	\$1,100.92	
202200454	MB FINANCIAL BANK (FICA-W)	7/7/2023	\$1,100.92	
202200455	ILLINOIS DEPT OF REVENUE	7/7/2023	\$263.09	
202200456	IMRF (EMPLOYEES CONT)	7/7/2023	\$89.44	
202200457	IMRF (EMPLOYERS CONT)	7/7/2023	\$94.80	
202200458	TEACHERS RETIREMENT (2.2%)	7/7/2023	\$23.28	
202200459	TEACHERS RETIREMENT SYSTEM	7/7/2023	\$361.31	
202200460	THIS (TRS HEALTH) FUND	7/7/2023	\$63.00	
202200461	MB FINANCIAL (FEDERAL)	7/7/2023	\$96.69	
202200462	MB FINANCIAL BANK (FICA-E)	7/7/2023	\$236.72	
202200463	MB FINANCIAL BANK (FICA-W)	7/7/2023	\$236.72	
202200464	ILLINOIS DEPT OF REVENUE	7/7/2023	\$22.50	
202200465	IMRF (EMPLOYEES CONT)	7/7/2023	\$10.19	
202200466	IMRF (EMPLOYERS CONT)	7/7/2023	\$10.80	
202200467	TEACHERS RETIREMENT (2.2%)	7/7/2023	\$2.94	
202200468	TEACHERS RETIREMENT SYSTEM	7/7/2023	\$45.65	
202200469	THIS (TRS HEALTH) FUND	7/7/2023	\$7.96	
202200470	MB FINANCIAL (FEDERAL)	7/7/2023	\$23.83	
202200471	MB FINANCIAL BANK (FICA-E)	7/7/2023	\$24.66	
202200472	MB FINANCIAL BANK (FICA-W)	7/7/2023	\$24.66	
27 Wire Transfer Check(s) For a Total of			\$9,314.25	
Total for 27 Manual, Wire Tran, ACH & Computer Checks			\$9,314.25	
Net Amount			\$9,314.25	
10	EDUCATION FUND		\$9,314.25	

7/14/2023 Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
102897	STATE DISBURSEMENT UNIT	7/14/2023	\$172.26	
102898	STATE DISBURSEMENT UNIT	7/14/2023	\$819.38	
		2 Computer Check(s) For a Total of		\$991.64
202300001	ILLINOIS DEPT OF REVENUE	7/14/2023	\$5,085.47	
202300004	TEACHERS RETIREMENT (2.2%)	7/14/2023	\$280.67	
202300005	TEACHERS RETIREMENT SYSTEM	7/14/2023	\$4,355.57	
202300006	THIS (TRS HEALTH) FUND	7/14/2023	\$759.79	
202300007	MB FINANCIAL (FEDERAL)	7/14/2023	\$9,828.18	
202300008	MB FINANCIAL BANK (FICA-E)	7/14/2023	\$5,970.98	
202300009	MB FINANCIAL BANK (FICA-W)	7/14/2023	\$5,970.98	
202300010	THE OMNI GROUP	7/14/2023	\$65.00	
202300011	CUNA MUTUAL GROUP	7/14/2023	\$7,723.50	
		9 Wire Transfer Check(s) For a Total of		\$40,040.14
		2 Computer Checks For a Total of		\$991.64
		Total for 11 Manual, Wire Tran, ACH & Computer Checks		\$41,031.78
		Net Amount		\$41,031.78
10	EDUCATION FUND			\$41,031.78

7/14/2023 Supplemental Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
102834	STATE DISBURSEMENT UNIT	7/14/2023	\$380.00	
		1 Computer Check For a Total of	\$380.00	
202200399	ILLINOIS DEPT OF REVENUE	7/14/2023	\$22,446.43	
202200405	MB FINANCIAL (FEDERAL)	7/14/2023	\$42,774.89	
202200406	MB FINANCIAL BANK (FICA-E)	7/14/2023	\$20,930.39	
202200407	MB FINANCIAL BANK (FICA-W)	7/14/2023	\$20,930.39	
202200408	THE OMNI GROUP	7/14/2023	\$1,208.00	
202200409	CUNA MUTUAL GROUP	7/14/2023	\$11,139.27	
		6 Wire Transfer Check(s) For a Total of	\$119,429.37	
		1 Computer Check For a Total of	\$380.00	
		Total for 7 Manual, Wire Tran, ACH & Computer Checks	\$119,809.37	
		Net Amount	\$119,809.37	
10	EDUCATION FUND		\$119,809.37	

7/21/2023 ESY Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
202300012	ILLINOIS DEPT OF REVENUE	7/21/2023	\$4,036.43	
202300015	TEACHERS RETIREMENT (2.2%)	7/21/2023	\$328.18	
202300016	TEACHERS RETIREMENT SYSTEM	7/21/2023	\$5,093.16	
202300017	THIS (TRS HEALTH) FUND	7/21/2023	\$888.44	
202300018	MB FINANCIAL (FEDERAL)	7/21/2023	\$2,990.53	
202300019	MB FINANCIAL BANK (FICA-E)	7/21/2023	\$3,396.67	
202300020	MB FINANCIAL BANK (FICA-W)	7/21/2023	\$3,396.67	
		7 Wire Transfer Check(s) For a Total of		\$20,130.08
		Total for 7 Manual, Wire Tran, ACH & Computer Checks		\$20,130.08
		Net Amount		\$20,130.08
10	EDUCATION FUND			\$20,130.08

7/31/2023 Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
103000	STATE DISBURSEMENT UNIT	7/31/2023	\$172.26	
103001	STATE DISBURSEMENT UNIT	7/31/2023	\$819.38	
		2 Computer Check(s) For a Total of		\$991.64
202300002	IMRF (EMPLOYEES CONT)	7/14/2023	\$3,593.20	
202300003	IMRF (EMPLOYERS CONT)	7/14/2023	\$3,230.61	
202300013	IMRF (EMPLOYEES CONT)	7/21/2023	\$845.50	
202300014	IMRF (EMPLOYERS CONT)	7/21/2023	\$896.24	
202300021	ILLINOIS DEPT OF REVENUE	7/31/2023	\$4,912.04	
202300022	IMRF (EMPLOYEES CONT)	7/31/2023	\$3,432.77	
202300023	IMRF (EMPLOYERS CONT)	7/31/2023	\$3,060.57	
202300024	TEACHERS RETIREMENT (2.2%)	7/31/2023	\$320.14	
202300025	TEACHERS RETIREMENT SYSTEM	7/31/2023	\$4,968.08	
202300026	THIS (TRS HEALTH) FUND	7/31/2023	\$866.64	
202300027	MB FINANCIAL (FEDERAL)	7/31/2023	\$10,171.05	
202300028	MB FINANCIAL BANK (FICA-E)	7/31/2023	\$5,658.62	
202300029	MB FINANCIAL BANK (FICA-W)	7/31/2023	\$5,658.62	
202300030	THE OMNI GROUP	7/31/2023	\$3,065.00	
202300031	CUNA MUTUAL GROUP	7/31/2023	\$7,283.50	
202300032	TEACHERS HEALTH INSURANCE SECURITY (THIS) FUND	7/31/2023	\$404.12	
202300033	IMRF (EMPLOYEES CONT)	7/31/2023	\$121.74	
202300034	IMRF (EMPLOYERS CONT)	7/31/2023	\$129.04	
		18 Wire Transfer Check(s) For a Total of		\$58,617.48
		2 Computer Checks For a Total of		\$991.64
		Total for 20 Manual, Wire Tran, ACH & Computer Checks		\$59,609.12
		Net Amount		\$59,609.12
10	EDUCATION FUND			\$59,609.12

7/31/2023 Supplemental Payroll Accounts Payable Check Register

<u>Check #</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>	
102835	STATE DISBURSEMENT UNIT	7/31/2023	\$380.00	
102836	UNITED WAY OF NAPERVILLE	7/31/2023	\$20.00	
		2 Computer Check(s) For a Total of		\$400.00
202200410	ILLINOIS DEPT OF REVENUE	7/31/2023	\$22,446.42	
202200416	MB FINANCIAL (FEDERAL)	7/31/2023	\$42,774.83	
202200417	MB FINANCIAL BANK (FICA-E)	7/31/2023	\$20,930.36	
202200418	MB FINANCIAL BANK (FICA-W)	7/31/2023	\$20,930.36	
202200419	THE OMNI GROUP	7/31/2023	\$1,208.00	
202200420	CUNA MUTUAL GROUP	7/31/2023	\$11,139.26	
202200421	ILLINOIS DEPT OF REVENUE	7/31/2023	\$12.58	
		7 Wire Transfer Check(s) For a Total of		\$119,441.81
		2 Computer Checks For a Total of		\$400.00
		Total for 9 Manual, Wire Tran, ACH & Computer Checks		\$119,841.81
		Net Amount		\$119,841.81
10	EDUCATION FUND			\$119,841.81

BILLS PAYABLE LIST – FLOW THROUGH

July 26, 2023 \$ 894,937.30

CHECK	CHECK		INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT
07/26/2023	232400112	KEENEYVILLE DISTRICT	Medicaid Administrative Outreach Jan-March 2023	20,155.83
07/26/2023	232400112	KEENEYVILLE DISTRICT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	28,684.93
07/26/2023	232400112	KEENEYVILLE DISTRICT	Medicaid Fee for Service for Service Provided Feb-April 2023	14,963.72
07/26/2023	232400113	BENJAMIN SCHOOL DIST	Medicaid Administrative Outreach Jan-March 2023	3,900.05
07/26/2023	232400113	BENJAMIN SCHOOL DIST	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	1,690.84
07/26/2023	232400113	BENJAMIN SCHOOL DIST	Medicaid Fee for Service for Service Provided Feb-April 2023	2,589.85
07/26/2023	232400114	DUPAGE COUNTY SCHOOL	Medicaid Administrative Outreach Jan-March 2023	39,301.83
07/26/2023	232400114	DUPAGE COUNTY SCHOOL	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	55,222.11
07/26/2023	232400114	DUPAGE COUNTY SCHOOL	Medicaid Fee for Service for Service Provided Feb-April 2023	43,201.20
07/26/2023	232400115	SALT CREEK SCHOOL DI	Medicaid Administrative Outreach Jan-March 2023	2,764.20
07/26/2023	232400115	SALT CREEK SCHOOL DI	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	1,742.47
07/26/2023	232400115	SALT CREEK SCHOOL DI	Medicaid Fee for Service for Service Provided Feb-April 2023	3,224.32
07/26/2023	232400116	DOWNERS GROVE DISTRI	Medicaid Administrative Outreach Jan-March 2023	18,512.10
07/26/2023	232400116	DOWNERS GROVE DISTRI	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	8,868.06
07/26/2023	232400116	DOWNERS GROVE DISTRI	Medicaid Fee for Service for Service Provided Feb-April 2023	8,196.85
07/26/2023	232400117	MAERCKER DISTRICT #6	Medicaid Administrative Outreach Jan-March 2023	11,471.27
07/26/2023	232400117	MAERCKER DISTRICT #6	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	8,136.61
07/26/2023	232400117	MAERCKER DISTRICT #6	Medicaid Fee for Service for Service Provided Feb-April 2023	8,400.21
07/26/2023	232400118	CASS SCHOOL DISTRICT	Medicaid Administrative Outreach Jan-March 2023	4,499.01
07/26/2023	232400118	CASS SCHOOL DISTRICT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	3,176.33
07/26/2023	232400118	CASS SCHOOL DISTRICT	Medicaid Fee for Service for Service Provided Feb-April 2023	5,227.29

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
07/26/2023	232400119 CENTER CASS DISTRICT	Medicaid Administrative Outreach Jan-March 2023	3,899.49
07/26/2023	232400119 CENTER CASS DISTRICT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	4,387.99
07/26/2023	232400119 CENTER CASS DISTRICT	Medicaid Fee for Service for Service Provided Feb-April 2023	5,754.38
07/26/2023	232400120 WOODRIDGE DISTRICT #	Medicaid Administrative Outreach Jan-March 2023	30,181.13
07/26/2023	232400120 WOODRIDGE DISTRICT #	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	34,756.86
07/26/2023	232400120 WOODRIDGE DISTRICT #	Medicaid Fee for Service for Service Provided Feb-April 2023	37,456.11
07/26/2023	232400121 DUPAGE HS DISTRICT #	Medicaid Administrative Outreach Jan-March 2023	11,629.21
07/26/2023	232400121 DUPAGE HS DISTRICT #	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	7,622.95
07/26/2023	232400121 DUPAGE HS DISTRICT #	Medicaid Fee for Service for Service Provided Feb-April 2023	11,482.15
07/26/2023	232400122 COMMUNITY HS DISTRICT	Medicaid Administrative Outreach Jan-March 2023	14,061.96
07/26/2023	232400122 COMMUNITY HS DISTRICT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	14,249.10
07/26/2023	232400122 COMMUNITY HS DISTRICT	Medicaid Fee for Service for Service Provided Feb-April 2023	9,071.55
07/26/2023	232400123 COMMUNITY HS DIST #9	Medicaid Administrative Outreach Jan-March 2023	13,758.76
07/26/2023	232400123 COMMUNITY HS DIST #9	Medicaid Fee for Service for Service Provided Feb-April 2023	10,702.89
07/26/2023	232400123 COMMUNITY HS DIST #9	Medicaid Fee for Service Oct, Nov, Dec 2022 and Jan 2023	20,313.21
07/26/2023	232400124 COMMUNITY CONSOLIDAT	Medicaid Administrative Outreach Jan-March 2023	6,659.11
07/26/2023	232400124 COMMUNITY CONSOLIDAT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	11,657.12
07/26/2023	232400124 COMMUNITY CONSOLIDAT	Medicaid Fee for Service for Service Provided Feb-April 2023	11,497.40
07/26/2023	232400125 Lisle CUSD #202	Medicaid Administrative Outreach Jan-March 2023	14,024.07
07/26/2023	232400125 Lisle CUSD #202	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	11,739.13
07/26/2023	232400125 Lisle CUSD #202	Medicaid Fee for Service for Service Provided Feb-April 2023	16,094.93
07/26/2023	232400126 ELMHURST CUSD #205	Medicaid Administrative	23,143.42

CHECK	CHECK	INVOICE		
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT
			Outreach Jan-March 2023	
07/26/2023	232400126	ELMHURST CUSD #205	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	23,028.55
07/26/2023	232400126	ELMHURST CUSD #205	Medicaid Fee for Service for Service Provided Feb-April 2023	29,349.58
			Totals for checks	670,450.13

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
07/26/2023	102919	ADDISON SCHOOL DISTR	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	316.96
07/26/2023	102919	ADDISON SCHOOL DISTR	Medicaid Fee for Service for Service Provided Feb-April 2023	307.52
07/26/2023	102920	WEST CHICAGO SCHOOL	Medicaid Administrative Outreach Jan-March 2023	59,860.40
07/26/2023	102920	WEST CHICAGO SCHOOL	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	33,860.32
07/26/2023	102920	WEST CHICAGO SCHOOL	Medicaid Fee for Service for Service Provided Feb-April 2023	80,130.38
07/26/2023	102921	WINFIELD SCHOOL DIST	Medicaid Administrative Outreach Jan-March 2023	1,989.76
07/26/2023	102921	WINFIELD SCHOOL DIST	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	557.04
07/26/2023	102921	WINFIELD SCHOOL DIST	Medicaid Fee for Service for Service Provided Feb-April 2023	822.59
07/26/2023	102922	LOMBARD SCHOOL DIST.	Medicaid Fee for Service for Service Provided Feb-April 2023	252.24
07/26/2023	102923	FRANKLIN PARK SCH DI	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	474.09
07/26/2023	102923	FRANKLIN PARK SCH DI	Medicaid Fee for Service for Service Provided Feb-April 2023	835.96
07/26/2023	102924	RIVER GROVE DISTRICT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	260.66
07/26/2023	102924	RIVER GROVE DISTRICT	Medicaid Fee for Service for Service Provided Feb-April 2023	327.93
07/26/2023	102925	FAIRMONT SCHOOL DIST	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	1,099.22
07/26/2023	102925	FAIRMONT SCHOOL DIST	Medicaid Fee for Service for Service Provided Feb-April 2023	1,059.15
07/26/2023	102926	FOREST PARK DISTRICT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	568.70
07/26/2023	102926	FOREST PARK DISTRICT	Medicaid Fee for Service for Service Provided Feb-April 2023	833.56
07/26/2023	102927	HILLSIDE SCHOOL DIST	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	1,919.90
07/26/2023	102928	RIVERSIDE PUBLIC SCH	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	270.27
07/26/2023	102928	RIVERSIDE PUBLIC SCH	Medicaid Fee for Service for	603.41

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			Service Provided Feb-April 2023	
07/26/2023	102929	CICERO SCHOOL DIST #	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	1,067.56
07/26/2023	102930	LYONS SCHOOL DISTRICT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	535.21
07/26/2023	102930	LYONS SCHOOL DISTRICT	Medicaid Fee for Service for Service Provided Feb-April 2023	410.21
07/26/2023	102931	SUMMIT SCHOOL DIST #	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	5,595.80
07/26/2023	102931	SUMMIT SCHOOL DIST #	Medicaid Fee for Service for Service Provided Feb-April 2023	589.55
07/26/2023	102932	LAKE PARK CHS DIST #	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	27.88
07/26/2023	102933	NORTH PALOS SCHOOL D	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	459.27
07/26/2023	102933	NORTH PALOS SCHOOL D	Medicaid Fee for Service for Service Provided Feb-April 2023	390.13
07/26/2023	102934	ORLAND DISTRICT #135	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	677.46
07/26/2023	102934	ORLAND DISTRICT #135	Medicaid Fee for Service for Service Provided Feb-April 2023	794.64
07/26/2023	102935	COMMUNITY SCHOOL DIS	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	422.84
07/26/2023	102935	COMMUNITY SCHOOL DIS	Medicaid Fee for Service for Service Provided Feb-April 2023	467.87
07/26/2023	102936	WESTMONT CUSD #201	Medicaid Administrative Outreach Jan-March 2023	11,973.11
07/26/2023	102936	WESTMONT CUSD #201	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	5,621.60
07/26/2023	102936	WESTMONT CUSD #201	Medicaid Fee for Service for Service Provided Feb-April 2023	2,437.75
07/26/2023	102937	INDIAN PRAIRIE CUSD	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	194.78
07/26/2023	102937	INDIAN PRAIRIE CUSD	Medicaid Fee for Service for Service Provided Feb-April 2023	142.26
07/26/2023	102938	JOLIET H.S. DISTRICT	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	26.20
07/26/2023	102938	JOLIET H.S. DISTRICT	Medicaid Fee for Service for	65.78

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			Service Provided Feb-April 2023	
07/26/2023	102939	COMMUNITY H.S. DISTR	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	3,860.40
07/26/2023	102939	COMMUNITY H.S. DISTR	Medicaid Fee for Service for Service Provided Feb-April 2023	253.93
07/26/2023	102940	VALLEY VIEW DIST #36	Medicaid Fee for Service for services provided Oct, Nov, Dec 2022 and Jan 2023	1,796.92
07/26/2023	102940	VALLEY VIEW DIST #36	Medicaid Fee for Service for Service Provided Feb-April 2023	325.96
			Totals for checks	224,487.17

BILLS PAYABLE LIST – GRANTS

July 26, 2023 \$ 24,617.78

August 17, 2023 \$ 558.08

6 July Grant 12:

CHECK	CHECK	INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION
07/26/2023	232400106	ACCOUNTABILITY SOLUT	FY 2023 Contract for Services
07/26/2023	232400107	BAIN, AMY	Travel/Phone/Internet
07/26/2023	232400108	KREMER, ANN	Mileage Reimbursement - NAEYC
			Professional Learning
			Conference
07/26/2023	232400108	KREMER, ANN	Travel/Phone/Internet
07/26/2023	232400109	REISING RECHNER, PAM	Travel/Phone/Internet
07/26/2023	232400110	ROPARS, EMILY	Travel/Internet/Supplies
07/26/2023	232400111	TOKAT, TALIN	Travel/Phone/Internet
			Totals for checks

Judy Grant

CHECK	CHECK	INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION
07/26/2023	102916	COMMUNITY SCHOOL DIS	FY23 STEP Grant - WNHS
			2,807.25
07/26/2023	102916	COMMUNITY SCHOOL DIS	FY23 STEP Grant - WWSHS
			6,641.70
07/26/2023	102916	COMMUNITY SCHOOL DIS	FY23 STEP Grant - Wheaton
			6,539.22
			Transition
07/26/2023	102916	COMMUNITY SCHOOL DIS	FY23 STEP COVID - Wheaton
			491.06
			Transition
07/26/2023	102917	INCLUSIVE SCHOOLING	SAV Preparation for Keynote
			5,000.00
			Speaker
07/26/2023	102918	SIMPLE MACHINES MARK	TM Support 6/30/23
			311.50
			Totals for checks
			21,790.73

CHECK			INVOICE	
DATE	CHECK NUMBER	VENDOR	DESCRIPTION	AMOUNT
08/17/2023	232400168	BAIN, AMY	Travel/Phone/Internet	120.82
08/17/2023	232400169	KREMER, ANN	Internet/Phone	116.37
08/17/2023	232400170	REISING RECHNER, PAM	Phone/Internet	53.15
08/17/2023	232400171	ROPARS, EMILY	Internet/Phone	41.21
08/17/2023	232400172	TOKAT, TALIN	Internet/Phone	125.00
Totals for checks				456.55

Print 23-24

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
08/17/2023	103044 WROBBEL, TAMMY	Internet/Phone	101.53
		Totals for checks	101.53

BILLS PAYABLE LIST – SASED PROGRAMS

July 26, 2023 \$ 424,760.48

August 17, 2023 \$ 234,558.84

Sased - July

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
07/26/2023	102941 ADVANCED BIONICS	1 Marvel CI 5607 Charger 368.00 1 Marvel CI 5615 Charger Power Supply 51.00 Add shipping 10.00	429.00
07/26/2023	102942 ADVOCATE OCCUPATIONA	K. Peahl, E. Uhren, J. Wilkinson	335.00
07/26/2023	102942 ADVOCATE OCCUPATIONA	Physical/M. Renc	140.00
07/26/2023	102943 AWARDING YOU	Award	47.00
07/26/2023	102944 CARANGI & ASSOCIATES	Calculation of GASB-75 liability and expense for post-retirement health benefits for the fiscal year ending 6/30/23	3,750.00
07/26/2023	102945 E3 DIAGNOSTICS	Probe tip replacement kit 55.00 add 15.00 shipping	70.00
07/26/2023	102946 EDU HEALTHCARE, LLC	5/22/23 to 5/26/23	3,093.75
07/26/2023	102947 ENGLER CALLAWAY BAAS	General School Law	5,706.50
07/26/2023	102947 ENGLER CALLAWAY BAAS	General School Law June 2023	3,308.00
07/26/2023	102948 FIRST STUDENT, INC.	356831 #00016531	600.00
07/26/2023	102948 FIRST STUDENT, INC.	356831 #00016525	435.00
07/26/2023	102948 FIRST STUDENT, INC.	356831 Order # 00016599	632.00
07/26/2023	102948 FIRST STUDENT, INC.	356831 Order # 00016602	564.00
07/26/2023	102949 FOUNDATIONS FOR LITE	Tara Corral Literacy EC DHH Curriculum Training	250.00
07/26/2023	102950 FOXHIRE, LLC	Emily Malone Week Ending 6/9/23	2,737.50
07/26/2023	102950 FOXHIRE, LLC	Tracie Glumac Week Ending 6/9/23	1,619.50
07/26/2023	102950 FOXHIRE, LLC	Kimberly Cossmann Week Ending 6/9/23	855.25
07/26/2023	102950 FOXHIRE, LLC	Casey Smith Week Ending 6/9/23	2,803.13
07/26/2023	102950 FOXHIRE, LLC	Emily Malone Week Ending 6/16/23	2,117.00
07/26/2023	102950 FOXHIRE, LLC	Casey Smith Week Ending 6/16/23	1,681.88
07/26/2023	102951 GATOR CHEF	Refrigerator for Southeast Alternative	5,996.61
07/26/2023	102952 HEARTLAND ALLIANCE H	MN May 2023	550.00
07/26/2023	102952 HEARTLAND ALLIANCE H	Audiology/North Elementary/Admin Center	1,711.02
07/26/2023	102952 HEARTLAND ALLIANCE H	DHH May 2023	199.50
07/26/2023	102952 HEARTLAND ALLIANCE H	Audiology 6/9/23	140.00
07/26/2023	102952 HEARTLAND ALLIANCE H	SE/Directions 6/7/23	8.25
07/26/2023	102952 HEARTLAND ALLIANCE H	DHH June 2023	54.25
07/26/2023	102953 ILLINOIS STATE POLIC	Fingerprinting	1,101.75
07/26/2023	102954 INTERIM SCHOOL BUSIN	Mark Dyrek June 2023	11,400.00
07/26/2023	102955 LAKESHORE LEARNING	Materials/Supplies - White	6,296.70
07/26/2023	102955 LAKESHORE LEARNING	Materials/Supplies Capparelli	1,053.40
07/26/2023	102956 WILLIAM MACGILL & CO	Medical Supplies	213.00
07/26/2023	102957 MAXIM HEALTHCARE SER	792679 306156 Dates: 5/30/23 to 6/2/23	6,811.90
07/26/2023	102957 MAXIM HEALTHCARE SER	792679 306156 Dates: 6/5/23 to 6/7/23	910.00
07/26/2023	102958 MAXIM STAFFING SERVI	ERM360-0366 Period Ending 6/10/23	7,154.00

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
07/26/2023	102958 MAXIM STAFFING SERVI	ERM360-0366 Period Ending 6/10/23	380.00
07/26/2023	102959 MICROSONIC INC.	JBS	112.00
07/26/2023	102959 MICROSONIC INC.	GG	74.00
07/26/2023	102959 MICROSONIC INC.	MB	124.29
07/26/2023	102959 MICROSONIC INC.	ES	55.71
07/26/2023	102960 PROCARE THERAPY	82888 Period Ends: 5/26/23	12,877.30
07/26/2023	102960 PROCARE THERAPY	82888 Period End: 6/2/23	8,113.02
07/26/2023	102960 PROCARE THERAPY	82888 Period End: 6/9/23	5,247.50
07/26/2023	102960 PROCARE THERAPY	82888 Period End: 6/16/23	1,612.50
07/26/2023	102961 SAGE PUBLICATIONS IN	Layton materials	414.45
07/26/2023	102962 SEASPAR	SOAR Program - Cosley Zoo 6/15/23	160.00
07/26/2023	102963 SHERWIN WILLIAMS	Paint/Supplies	234.14
07/26/2023	102963 SHERWIN WILLIAMS	SE Supplies	23.03
07/26/2023	102963 SHERWIN WILLIAMS	SE/Paint	34.45
07/26/2023	102963 SHERWIN WILLIAMS	2135-9153-0 Blue Tape	8.75
07/26/2023	102963 SHERWIN WILLIAMS	Paint/Southwest Alternative	142.25
07/26/2023	102964 SOLIANT	33664 Period Ends: 6/4/23	3,600.00
07/26/2023	102964 SOLIANT	33664 Period End: 6/11/23	615.00
07/26/2023	102965 SONOVA USA INC.	AI Phonak Sky	160.00
07/26/2023	102966 TEAM SELECT HOME CAR	Service Date 4/20/23	510.00
07/26/2023	102966 TEAM SELECT HOME CAR	Service Dates: 4/6, 4/11, 4/14, 4/18/23	2,040.00
07/26/2023	102966 TEAM SELECT HOME CAR	Service Dates: May 2023	5,610.00
07/26/2023	102966 TEAM SELECT HOME CAR	Service Dates: March 2023	4,590.00
07/26/2023	102967 THE STEPPING STONES	SASE1501 Dates: 5/28/23 to 6/10/23	17,158.24
07/26/2023	102967 THE STEPPING STONES	SASE1501 Dates 3/19/23 to 4/1/23	19,189.55
07/26/2023	102968 THOMSON REUTERS - WE	1003479160 Subscription Product Charges	1,020.00
Totals for checks			158,881.07

Sased-July

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
07/26/2023	102969	AMBER MECHANICAL CON	SASEDAD001 Billing #3 of 4	7,300.75
07/26/2023	102970	ASSET PANDA LLC	Asset Panda Renewal Subscription	4,352.09
07/26/2023	102971	AWARDING YOU	Award	176.00
07/26/2023	102972	BEYONDTRUST CORPORAT	Beyond Trust Remote Desktop	3,201.28
07/26/2023	102973	CLASSIC LANDSCAPE, L	July Landscape Maintenance SE	1,207.50
07/26/2023	102974	COUNSELEAR LLC	Counselear subscription	1,318.35
07/26/2023	102975	CRISIS PREVENTION IN	Nonviolent Crisis Intervention(R) 2nd Edition Participant Workbooks.	13,112.55
07/26/2023	102975	CRISIS PREVENTION IN	Nonviolent Crisis Intervention(R) With Advanced Physical Skills certification renewal program registration, Nonviolent Crisis Intervention(R) Certification Renewal Program registration	7,396.00
07/26/2023	102976	EDU HEALTHCARE, LLC	7/5/23 to 7/6/23	405.00
07/26/2023	102977	EMBRACE EDUCATION	Annual Renewal 23/24 School Year	78,297.22
07/26/2023	102977	EMBRACE EDUCATION	IL EmbraceDS-5%	14,744.47
07/26/2023	102978	FOXHIRE, LLC	Samantha Avgerinos Week Ending 6/30/23	863.58
07/26/2023	102978	FOXHIRE, LLC	Samantha Avgerinos Week Ending 7/7/23	888.00
07/26/2023	102979	IDVILLE	Lanyards, badges and other onboarding materials	443.43
07/26/2023	102980	JIM DHAMER PLUMBING	Toilet Repairs Southeasat Alternative	577.00
07/26/2023	102981	LAKESHORE LEARNING	Classroom Supplies - Brady	2,298.76
07/26/2023	102982	MAXIM HEALTHCARE SER	792679 306156 Dates: 6/28/23 to 6/29/23	985.60
07/26/2023	102982	MAXIM HEALTHCARE SER	792679 306156 Dates: 7/3/23 to 7/6/23	1,849.20
07/26/2023	102983	MAXIM STAFFING SERVI	ERM360-0366 Period Ending 7/1/23	6,434.00
07/26/2023	102983	MAXIM STAFFING SERVI	ERM360-0366 Period Ending 7/8/23	17,474.25
07/26/2023	102984	MHS	assessment	800.00
07/26/2023	102985	MIDLAND PAPER	Copy Paper	2,636.40
07/26/2023	102986	NCS PEARSON	assessments	1,436.98
07/26/2023	102986	NCS PEARSON	Assessments online	2,617.65
07/26/2023	102986	NCS PEARSON	Assessments online	608.50
07/26/2023	102986	NCS PEARSON	PO 3112400005 Q-Interactive Standard License (Digital)	1,140.00
07/26/2023	102987	ODP BUSINESS SOLUTIO	Certificate Holders	37.98
07/26/2023	102988	SHERWIN WILLIAMS	Paint/SE Alternative	83.73
07/26/2023	102989	SHINE EARLY LEARNING	Assessments	119.00
07/26/2023	102990	SKYWARD ACCOUNTING D	Payroll/AP Signature Change	200.00
07/26/2023	102991	SOCIAL THINKING/ THI	STARS Social Worker - Supplies	33.40
07/26/2023	102992	SOLIANT HEALTH	33664 Period End: 7/2/23	1,275.00
07/26/2023	102993	THE AUTISM HELPER, I	STARS Social Work - Supplies	16.50
07/26/2023	102994	THE STEPPING STONES	SASE1501 Dates: 6/25/23 to 7/8/23	2,959.00
07/26/2023	102995	ULINE INC.	Cabinets for Library rm at	1,889.35

Sased - July

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
			SAC	
07/26/2023	102996	U.S. POSTAL SERVICE	Postage	2,000.00
07/26/2023	102997	VISTA LEARNING, NFP	EvaluWise Licenses and Setup 7/1/23 to 6/30/26	22,778.25
07/26/2023	102998	WISNIEWSKI, RACHEL	Travel Allowance July 2023	400.00
07/26/2023	102999	WPS	Assessment Materials	639.10
			Totals for checks	204,995.87

Sased - July

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
07/26/2023	232400127 SALT CREEK SCHOOL DI	SASED Student Meals - June 2023	151.14
07/26/2023	232400128 AL WARREN OIL CO., I	Delivery Date 5/18/23	381.53
07/26/2023	232400129 ARROYO, NATASHA	Mileage Reimbursement 4/19/23 to 5/24/2023	36.22
07/26/2023	232400130 BARKER, JANET	Mileage Reimbursement 5/3/23 to 6/14/23	31.44
07/26/2023	232400131 BURNS, RICHARD	Mileage Reimbursement 3/17/23 to 6/13/23	46.18
07/26/2023	232400132 CAPIO, MICHELE	Mileage Reimbursement 3/21/23 to	71.85
07/26/2023	232400133 CELINSKA, DOROTA	Reimbursement Registration Fee	475.04
07/26/2023	232400134 CORRAL, TARA	Mileage Reimbursement 5/1/23 to 6/27/23	186.01
07/26/2023	232400135 CORSELLO, KRISTINE	Mileage Reimbursement 5/15/23 to 6/7/23	267.11
07/26/2023	232400136 CUOMO, SUSAN	Mileage Reimbursement 5/4/23 to 6/9/23	125.87
07/26/2023	232400137 DELEONARDIS, NICOLE	Mileage Reimbursement 6/5/23 to 6/27/23	15.72
07/26/2023	232400138 DORCHACK, MARIA	Mileage Reimbursement 6/1/23 to 6/29/23	180.25
07/26/2023	232400139 GENIN, SHERILYN	Mileage Reimbursement 5/5/23 to 5/24/23	36.03
07/26/2023	232400140 LANDES, LINDA	Mileage Reimbursement 4/27/23 to 6/1/23	29.48
07/26/2023	232400141 LOHRENZ, ASHLEY	Mileage Reimbursement 6/1/23 to 6/14/23	54.76
07/26/2023	232400141 LOHRENZ, ASHLEY	Registration Fee Reimbursement	99.00
07/26/2023	232400142 MC CULLOUGH, LISA	Mileage Reimbursement 4/4/23 to 4/28/23	176.20
07/26/2023	232400143 MUELLER, KIMBERLY	Reimbursement - Aldi, Five Below, Party City and Jewel	56.94
07/26/2023	232400143 MUELLER, KIMBERLY	Reimbursement - Baseball Field Use	72.00
07/26/2023	232400144 RICHARDSON, PATRICIA	Mileage Reimbursement 5/24/23	4.78
07/26/2023	232400145 ROBERTS, RUTH	Mileage Reimbursement 6/1/23 to 6/13/23	65.17
07/26/2023	232400146 SANZENBACHER, ERIN	Reimbursement - Amazon, Jewel, Target, Walmart	69.45
07/26/2023	232400147 SEYLER, NICOLE	Mileage Reimbursement 3/20/23 to	186.68
07/26/2023	232400147 SEYLER, NICOLE	Mileage Reimbursement 4/5/23 to 6/1/23	155.90
07/26/2023	232400148 STORNELLO, KAREN	Mileage Reimbursement 4/28/23 to 5/23/23	17.69
07/26/2023	232400149 TATHAM, SARA	Mileage Reimbursement 5/2/23 to 5/26/23	171.48
07/26/2023	232400150 WHITE, SHEILA	Mileage Reimbursement 4/3/23 to 6/2/23	566.34

Totals for checks 3,730.26

Ased July

CHECK		CHECK	INVOICE		
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT	
07/26/2023	232400151	DOWNERS GROVE DISTRI	Medicaid Fee for Service/ Services Provided May & June 2023	248.25	
07/26/2023	232400152	2955, LLC	August 2023 Rent for 2900 Ogden Avenue, Lisle, IL	48,434.12	
07/26/2023	232400153	GEBRE, AMY	Reimbursement - Jewel/Gordons	118.85	
07/26/2023	232400154	GROHN, JULIE	Travel Allowance July 2023	400.00	
07/26/2023	232400155	LAYTON, MATTHEW	Travel Allowance July 2023	400.00	
07/26/2023	232400156	MCKEE, AMY	Reimbursement - ESY supplies	398.06	
Totals for checks				49,999.28	

Sased 23-24

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
08/17/2023	103015 APPLE INC.	iPad 10th Generation	28,980.00
08/17/2023	103016 BERWYN GARAGE	Repairs MN05	961.92
08/17/2023	103017 BLICK ART MATERIALS	Instructional Material	49.03
08/17/2023	103018 CLASSIC LANDSCAPE, L	August Lawn Maintenance	1,207.50
08/17/2023	103018 CLASSIC LANDSCAPE, L	Tree stump removal/SE Alternative	2,310.00
08/17/2023	103019 CREATIVE EXCHANGE	Music Therapy 5/2/23 to 6/6/23 Swartz	825.00
08/17/2023	103020 CURRICULUM ASSOCIATE	Assessments	48.75
08/17/2023	103021 CZERNEK, STEPHANIE	Mileage Reimbursement 6/29/23 to 7/27/23	14.41
08/17/2023	103022 EDU HEALTHCARE, LLC	7/10/23 to 7/13/23	810.00
08/17/2023	103022 EDU HEALTHCARE, LLC	7/17/23 to 7/20/23	810.00
08/17/2023	103022 EDU HEALTHCARE, LLC	7/24/23 to 7/27/23	810.00
08/17/2023	103023 EMBRACE EDUCATION	IL EmbracedS-5%	15,413.16
08/17/2023	103024 FOXHIRE, LLC	Samantha Avgerinos Week Ending 7/14/23	888.00
08/17/2023	103024 FOXHIRE, LLC	Samantha Avgerinos Week Ending 7/21/23	1,078.92
08/17/2023	103024 FOXHIRE, LLC	Samantha Avgerinos Week Ending 7/28/23	912.42
08/17/2023	103025 IASB	Board Book Tier 2 Subscription Purchase for 23-24	4,895.00
08/17/2023	103026 IDVILLE	Custom Lanyards with SASED Logo for Staff and Students	1,027.03
08/17/2023	103027 IT SAVVY LLC	14 Prorated subscriptions for Adobe Acrobat Pro	843.22
08/17/2023	103028 LS&S, LLC	Digital Talking Atomic Watch - Black	46.90
08/17/2023	103029 MAXIM HEALTHCARE SER	792679 7/17/23 to 7/20/23	2,737.60
08/17/2023	103029 MAXIM HEALTHCARE SER	792679 306156 7/10/23 to 7/13/23	2,360.95
08/17/2023	103029 MAXIM HEALTHCARE SER	792679 Dates: 7/24/23 to 7/27/23	2,712.00
08/17/2023	103030 MAXIM STAFFING SERVI	ERM360-0366 Period Ending 7/15/23	19,576.80
08/17/2023	103030 MAXIM STAFFING SERVI	ERM360-0366 Period Ending 7/29/23	29,470.55
08/17/2023	103030 MAXIM STAFFING SERVI	ERM360-0366 Period Ending 7/22/23	31,324.45
08/17/2023	103031 MICROSONIC INC.	FA	117.00
08/17/2023	103031 MICROSONIC INC.	LH	105.00
08/17/2023	103031 MICROSONIC INC.	AH	117.00
08/17/2023	103032 MUNICIPAL BACKFLOW L	Back Flow Test/City Fee 8/3/23	254.55
08/17/2023	103033 ODP BUSINESS SOLUTIO	supplies for Amy Bain	100.09
08/17/2023	103033 ODP BUSINESS SOLUTIO	supplies for Tammy Wrobbel	158.68
08/17/2023	103033 ODP BUSINESS SOLUTIO	Post-It Flags	14.40
08/17/2023	103033 ODP BUSINESS SOLUTIO	supplies for Amy Bain	11.40
08/17/2023	103033 ODP BUSINESS SOLUTIO	Moses Classroom material	16.03
08/17/2023	103033 ODP BUSINESS SOLUTIO	Laura/Supples	47.51
08/17/2023	103033 ODP BUSINESS SOLUTIO	Office Depot Folders 100ct/Michelle	124.60
08/17/2023	103033 ODP BUSINESS SOLUTIO	Instructional Material/Petrella	97.85

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
08/17/2023	103033 ODP BUSINESS SOLUTIO	Instructional Material	91.65
08/17/2023	103034 PADDOCK PUBLICATIONS	111661 Board of Directors Meetings	110.40
08/17/2023	103035 PHILLIP'S FLOWERS	Edlund, Englehart	398.67
08/17/2023	103036 PROFESSIONAL DEVELOP	PD - McKee	200.00
08/17/2023	103037 SCHOOLMATE	Instructional Material/Laura C	249.00
08/17/2023	103038 SELF	Workers Compensation Program 7/1/23 to 6/30/24	51,560.00
08/17/2023	103039 SHERWIN WILLIAMS	SE/Mobile Ramp	45.48
08/17/2023	103039 SHERWIN WILLIAMS	Paint - Central Office	209.99
08/17/2023	103039 SHERWIN WILLIAMS	Paint - Central Office	400.40
08/17/2023	103040 SOLIANT	33664 Period End 7/23/23	1,770.00
08/17/2023	103040 SOLIANT	33664 Period End 7/16/23	3,314.40
08/17/2023	103040 SOLIANT	33664 Period End 7/9/23	840.00
08/17/2023	103040 SOLIANT	33664 Period End 7/30/23	2,190.00
08/17/2023	103040 SOLIANT	33664 7/23/23	1,080.00
08/17/2023	103041 THE STEPPING STONES	SASE1501 Dates: 7/9/23 to 7/22/23	5,800.50
08/17/2023	103042 TOLEDO PHYSICAL EDUC	Terzick/Instructional supplies	255.22
08/17/2023	103042 TOLEDO PHYSICAL EDUC	Bolin/Instructional Supply	340.85
08/17/2023	103043 TOTAL FIRE AND SAFET	Annual Inspection	1,576.72
08/17/2023	103044 WROBBEL, TAMMY	Internet/Phone	101.53
Totals for checks			221,812.53

Asad
23-24

Fixed
23-24

CHECK	CHECK	INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION
08/17/2023	232400157	DEROSA, WHITNEY	Mileage Reimbursement 6/27/23
			Totals for checks
			16.11

Sased 23.24

CHECK	CHECK	INVOICE		
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT
08/17/2023	103013	MAXIM HEALTHCARE SER	792679 5/16/23 to 5/26/23	11,925.25
08/17/2023	103014	NDSEC	Refund FY23 Diagnostic Testing	804.95
Totals for checks				12,730.20

INTERIM CHECKS

June 2023 \$ 1,211,263.33

July 2023 \$ 646,404.29

June Interims

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
06/02/2023	102750 ACR, INC.	Reconstruction SE - Final Payment	7,674.92
06/02/2023	102750 ACR, INC.	Capital Improvement - Final Payment	3,165.26
06/02/2023	102751 ALLIED BENEFIT SYSTE	A06120 June 2023	310.50
06/02/2023	102752 BEHR COMMUNICATIONS	Graphic Design of Strategic Planning Document	1,625.00
06/02/2023	102753 ENGIE RESOURCES LLC	0000317217 Period: 4/25/23 to 5/24/23	5,995.41
06/02/2023	102754 HOME DEPOT CREDIT SE	6035322149985602	582.44
06/02/2023	102755 HYA CORPORATION	Associate 1 Expenses 1/25/3 to 3/1/23	131.00
06/02/2023	102756 KONICA MINOLTA BUSIN	Coverage 5/22/23 to 6/21/23	1,258.00
06/02/2023	102757 T-MOBILE	979924297 Service: 4/21/23 to 5/20/23	411.60
06/02/2023	102757 T-MOBILE	976288363 Service: 4/21/23 to 5/20/23	611.20
06/02/2023	102758 VERIZON WIRELESS	480335060-00001 April 20 to May 19	94.74
06/02/2023	102758 VERIZON WIRELESS	380335400-00001 April 20 to May 19	934.18
06/09/2023	102759 AMERICAN HERITAGE LI	W6508	1,170.82
06/09/2023	102760 GOURMET GORILLA	Credit Memo SE	-1,625.42
06/09/2023	102760 GOURMET GORILLA	SE Alternative March 2023	8,771.25
06/09/2023	102760 GOURMET GORILLA	Transition March 2023	2,571.60
06/09/2023	102760 GOURMET GORILLA	Transition May 2023	3,211.45
06/09/2023	102760 GOURMET GORILLA	SE Alternative May 2023	10,753.15
06/09/2023	102761 HEALTH CARE SERVICE	6573182296 April 2023	424,202.95
06/09/2023	102761 HEALTH CARE SERVICE	6573182296 May 2023	334,705.90
06/09/2023	102762 INTERIM SCHOOL BUSIN	Consultant: Mark Dyrek 5/31/23	187.50
06/09/2023	102763 KONICA MINOLTA PREMI	500-0601077-000 5/22/23 to 6/22/23	2,275.00
06/09/2023	102764 NET56	Internet Accerss/Conectivity June 2023	3,863.00
06/09/2023	102764 NET56	Agreement Managed Services/June 2023	23,062.18
06/09/2023	102764 NET56	Order #50 Licenses-jamf Pro iOS May 2023	201.28
06/09/2023	102764 NET56	Order #34/Jamf Pro iOS (January 2023 usage)	200.60
06/09/2023	102765 UNIVERSAL PREMIUM	SN814 Dates: 5/16/23 to 5/31/23	435.71
Totals for checks			836,781.22

June Interims

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
06/15/2023	102817 COMMUNITY HS DIST #9	Contract #A24N004 Rental for Opening Day 8/10/23	312.00
06/15/2023	102818 CRITES, GLEN	Reimbursement - UHaul	84.18
06/15/2023	102819 DEARBORN NATIONAL LI	F021947-1 Period 7/1/23 to 7/31/23	5,481.39
06/15/2023	102820 HINCKLEY SPRINGS	598892513251043 Products/Rental	161.87
06/15/2023	102821 ILLINOIS STATE POLIC	Fingerprinting May 2023	649.75
06/15/2023	102822 PUPILS VISION & HEAR	Vision & Hearing Screening (4 Locations)	2,200.00
06/15/2023	102823 VANGUARD ENERGY SERV	400641 Service Period: 5/1/23 to 5/31/23	536.42
06/22/2023	102824 COMMUNITY SCHOOL DIS	FY23 Project Search Refund	2,968.82
06/22/2023	102825 COMMUNITY H.S. DISTR	FY23 Vision Refund	28,900.17
06/22/2023	102826 ARTHUR J. GALLAGHER	New Business Premium Rachel Wisniewski	4,000.00
06/22/2023	102827 CITI CARDS	7484 Period: 5/9/23 to 6/8/23	564.92
06/22/2023	102828 KONICA MINOLTA PREMI	450-0068168-000 Period: 6/26/23 to 7/25/23	1,032.16
06/22/2023	102829 NICOR GAS	28-69-21-1000 1 Bill Period 5/1/23 to 6/1/23	449.89
06/22/2023	102830 UNIVERSAL PREMIUM	SN814 Dates: 6/1/23 to 6/15/23	147.43
Totals for checks			47,489.00

June Interims

CHECK	CHECK	INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION AMOUNT
06/27/2023	102847	WEST CHICAGO SCHOOL	FY23 Final OT/PT Refunds 26,918.00
06/27/2023	102848	WESTMONT CUSD #201	FY23 Final OT/PT Refunds 4,730.00
06/29/2023	102846	FIFTH THIRD BANK/MAS	AK 1,987.11
06/29/2023	102846	FIFTH THIRD BANK/MAS	SC 350.01
06/29/2023	102846	FIFTH THIRD BANK/MAS	MMAP 15,030.36
06/29/2023	102846	FIFTH THIRD BANK/MAS	I Am Stronger Than Anger: 142.51
			Picture Book About Anger
			Management And Dealing With
			Kids Emotions And Feelings
			(Preschool Feelings Book,
			Self-Regulation Skills)
			(World of Kids Emotions)
06/29/2023	102846	FIFTH THIRD BANK/MAS	Nowicki End of Year Order 133.65
06/29/2023	102846	FIFTH THIRD BANK/MAS	Carr End of Year Order 159.70
06/29/2023	102846	FIFTH THIRD BANK/MAS	Quetsch End of Year Order 208.45
06/29/2023	102846	FIFTH THIRD BANK/MAS	Cullen End of Year Order 176.29
06/29/2023	102846	FIFTH THIRD BANK/MAS	Spillan-Kirkman-Bohnert End 577.49
			of Year Order
06/29/2023	102846	FIFTH THIRD BANK/MAS	Order Replacements - North 89.97
06/29/2023	102846	FIFTH THIRD BANK/MAS	DHH SLPs 29.98
06/29/2023	102846	FIFTH THIRD BANK/MAS	North TA Personal Development 153.84
			Books
06/29/2023	102846	FIFTH THIRD BANK/MAS	Alexander End of Year Order 154.41
06/29/2023	102846	FIFTH THIRD BANK/MAS	Bolin 99.91
06/29/2023	102846	FIFTH THIRD BANK/MAS	Laura C 162.47
06/29/2023	102846	FIFTH THIRD BANK/MAS	Classroom supplies for CJH 241.89
06/29/2023	102846	FIFTH THIRD BANK/MAS	Chairs for Students/STARS 108.36
			Program
06/29/2023	102846	FIFTH THIRD BANK/MAS	CJH Graduation items 49.84
06/29/2023	102846	FIFTH THIRD BANK/MAS	For Student in WB-KR class 147.60
06/29/2023	102846	FIFTH THIRD BANK/MAS	Adaptive PE Curriculum 236.12
06/29/2023	102846	FIFTH THIRD BANK/MAS	Bean Bag Chair needed for ESY 59.99
			student that will be
			attending SASED in the Fall
06/29/2023	102846	FIFTH THIRD BANK/MAS	Magnetic Tape, 15 Feet Magnet 23.90
			Tape Roll (1/2" Wide x 15 ft
			Long), with 3M Strong
			Adhesive Backing. Perfect for
			DIY, Art Projects,
			whiteboards & Fridge
			Organization
06/29/2023	102846	FIFTH THIRD BANK/MAS	Swingline Staples, S.F. 4, 55.21
			Premium Staples for Desktop
			Staplers, 1/4" Length,
			210/Strip, 5000/Box (35450)
06/29/2023	102846	FIFTH THIRD BANK/MAS	ARK's Krypto-Bite XXT 19.99
			Chewable Gem Necklace Chew
			Jewelry (Extra Extra Tough,
			Lavender) by ARK Therapeutic
			(Health and Beauty)
06/29/2023	102846	FIFTH THIRD BANK/MAS	Amazon Basics 100-Pack AAA 30.19
			Alkaline High-Performance
			Batteries, 1.5 Volt, 10-Year
			Shelf Life
06/29/2023	102846	FIFTH THIRD BANK/MAS	BSN32953 - Transparent Tape, 11.66
			1 Core, 3/4x1000, 12/PK,

June Interims

CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
			Clear	
06/29/2023	102846	FIFTH THIRD BANK/MAS	I Am Autistic: A Workbook: Sensory Tools, Practical Advice, and Interactive Journaling for Understanding Life with Autism (By Someone Diagnosed with It)	18.99
06/29/2023	102846	FIFTH THIRD BANK/MAS	ProCase Noise Reduction Safety Ear Muffs, Hearing Protection Earmuffs, NRR 28dB Noise Sound Protection Headphones	33.98
06/29/2023	102846	FIFTH THIRD BANK/MAS	Prepac Elite 2 Door Wardrobe Cabinet, 32" W x 65" H x 20" D, Light Gray	184.25
06/29/2023	102846	FIFTH THIRD BANK/MAS	North SLP Project Supplies	27.79
06/29/2023	102846	FIFTH THIRD BANK/MAS	Audiology Order May 2023	219.90
06/29/2023	102846	FIFTH THIRD BANK/MAS	Sterilite 70 Quart Ultra Clear Plastic Stacking Storage Container Tote with Latching Lid for Home Organization in Garage, Attic, or Closets, 20 Pack	382.99
06/29/2023	102846	FIFTH THIRD BANK/MAS	Office Depot(R) Brand 2-Tone File Folders, 1/3 Cut, Letter Size, Yellow, Box Of 100	20.82
06/29/2023	102846	FIFTH THIRD BANK/MAS	Amazon Basics Economy 3 Ring Binder, Showcase View Binder with 3 Inch D-Ring, White, 2-Pack	182.16
06/29/2023	102846	FIFTH THIRD BANK/MAS	3PCS Suction cup spinner toys for 1 2 Year old boys Spinning top baby toys 12-18 months First birthday baby gifts for 1 Year old girls Sensory toys for toddlers 1-3	38.98
06/29/2023	102846	FIFTH THIRD BANK/MAS	BEST LEARNING Mushroom Garden - Interactive Educational Light-Up Toddler Toys for 1 to 3 Years Old Infants & Toddlers - Colors, Numbers, Games & Music for Kids - Ideal Baby Toddler Toy Gifts	93.94
06/29/2023	102846	FIFTH THIRD BANK/MAS	AdTech 8" Mini Hot Glue Stick-24pk, Part# W220-3824	114.64
06/29/2023	102846	FIFTH THIRD BANK/MAS	Hhyn Matching Eggs Set with Beige Eggs Holder, Upgraded Toddler Egg Toys Learning Shapes and Colors Educational Puzzle Sorting Games Improve Motor Skills for Kids Easter Gift, 12 Eggs	11.95
06/29/2023	102846	FIFTH THIRD BANK/MAS	Layton materials	305.10
06/29/2023	102849	WEST CHICAGO SCHOOL	Refund - Itinerant Final Bill	6,916.87
06/29/2023	102850	WINFIELD SCHOOL DIST	FY23 1:1 Interpreter Refund	11,196.00

CHECK	CHECK	INVOICE	
DATE	NUMBER VENDOR	DESCRIPTION	AMOUNT
06/29/2023	102850 WINFIELD SCHOOL DIST	Refund - Itinerant Final Bill	1,069.20
06/29/2023	102851 NORRIDGE SCHOOL DIST	FY23 Diagnostic Refund 7/1/22 to 6/30/23	27.86
06/29/2023	102852 SCHILLER PARK DISTRI	FY23 Diagnostic Refund 7/1/22 to 6/30/23	2,526.27
06/29/2023	102853 FOREST PARK DISTRICT	FY23 Diagnostic Refund 7/1/22 to 6/30/23	1,665.61
06/29/2023	102854 OAK PARK SCHOOL DIST	FY23 Diagnostic Refund 7/1/22 to 6/30/23	860.66
06/29/2023	102855 BERWYN SOUTH S.D. 10	FY23 Diagnostic Refund 7/1/22 to 6/30/23	888.52
06/29/2023	102856 COMMUNITY SCHOOL DIS	FY23 Diagnostic Refund 7/1/22 to 6/30/23	1,389.93
06/29/2023	102857 ELMWOOD PARK SCHOOL	FY23 Diagnostic Refund 7/1/22 to 6/30/23	2,526.27
06/29/2023	102858 ALLIED BENEFIT SYSTE	A06120 July 2023	304.75
06/29/2023	102859 CASE	FY23 Diagnostic Refund 7/1/22 to 6/30/23	30,120.29
06/29/2023	102860 ENGIE RESOURCES LLC	0000317217 Period: 5/24/23 to 6/23/23	7,704.97
06/29/2023	102861 HOME DEPOT CREDIT SE	6035322149985602	875.08
06/29/2023	102862 KONICA MINOLTA BUSIN	Coverage Period: 6/22/23 to 7/21/23	1,258.00
06/29/2023	102863 LADSE	FY23 Diagnostic Refund 7/1/22 to 6/30/23	8,745.90
06/29/2023	102864 LASEC	FY23 Diagnostic Refund 7/1/22 to 6/30/23	1,389.93
06/29/2023	102865 METLIFE	5398919 Dental/Vision July 2023	17,234.06
06/29/2023	102866 ORKIN EXTERMINATING	Service Date 6/22/23	89.99
06/29/2023	102867 PAEC	FY23 Diagnostic Refund 7/1/22 to 6/30/23	9,328.00
06/29/2023	102868 T-MOBILE	979924297 Dates: 5/21/23 to 6/20/23	411.60
06/29/2023	102869 UNITED STATES TREASU	Quarterly Federal Excise Tax Return 2nd Quarter 2023	798.00
06/29/2023	102870 VERIZON WIRELESS	380381311-00001	38.01
06/29/2023	102870 VERIZON WIRELESS	480335060-00001 May 20 to June 19	69.84
06/29/2023	102870 VERIZON WIRELESS	380335400-00001 May 20 to June 19	455.34
Totals for checks			161,615.34

June Interims

CHECK		CHECK	INVOICE		
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT	
06/02/2023	222300932	CIECKO, ASHLEY	Reimbursement -	40.43	
			Consumables/batteries		
06/02/2023	222300932	CIECKO, ASHLEY	Reimbursement -	28.50	
			cooking/consumables		
06/02/2023	222300933	LOONEY, KATHERINE	Reimbursement - Consumables	49.49	
			and supplies		
06/02/2023	222300934	NOESEN, JULIE	Reimbursement - End of Year	27.06	
			Celebration		
06/09/2023	222300935	LOONEY, KATHERINE	Reimbursement Jewel	40.48	
06/09/2023	222300935	LOONEY, KATHERINE	Reimbursement - Jewel	35.03	
06/09/2023	222300935	LOONEY, KATHERINE	Reimbursement - Jewel	43.97	
06/09/2023	222300936	MILLER, BETH	Reimbursement -	40.84	
			Walmart/Dollar Tree		
06/09/2023	222300936	MILLER, BETH	Reimbursement - Tshirts	33.82	
06/09/2023	222300936	MILLER, BETH	Reimbursement - Supplies	31.20	
06/09/2023	222300937	NOESEN, JULIE	Reimbursement - locks	10.99	
Totals for checks				381.81	

June Interims

CHECK		CHECK	INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT
06/15/2023	222301026	CORSELLO, KRISTINE	Mileage Reimbursement 3/1/23 to 3/24/23	215.50
06/22/2023	222301027	KEENEYVILLE DISTRICT	FY23 Multi-Needs Refund	3,104.85
06/22/2023	222301028	SALT CREEK SCHOOL DI	FY23 BD Refund	9,650.36
06/22/2023	222301028	SALT CREEK SCHOOL DI	FY23 Building Assessment Refund	360.00
06/22/2023	222301029	DOWNERS GROVE DISTRI	FY23 Multi-Needs Refund	44,355.00
06/22/2023	222301030	CASS SCHOOL DISTRICT	FY23 Directions Refund	8,541.78
06/22/2023	222301030	CASS SCHOOL DISTRICT	FY23 Building Assessment Refund	519.97
06/22/2023	222301031	WOODRIDGE DISTRICT #	FY23 HI Refund	2,002.76
06/22/2023	222301032	DUPAGE HS DISTRICT #	FY23 Directions Refund	328.53
06/22/2023	222301033	COMMUNITY HS DISTRIC	FY23 Project Search Refund	3,274.43
06/22/2023	222301034	COMMUNITY HS DIST #9	FY23 BD Refund	2,125.10
06/22/2023	222301034	COMMUNITY HS DIST #9	FY23 Building Assessment Refund	100.00
06/22/2023	222301035	LISLE CUSD #202	FY23 Directions Refund	3,285.30
06/22/2023	222301035	LISLE CUSD #202	FY23 Building Assessment Refund	200.00
Totals for checks				78,063.58

June Interim

CHECK		CHECK		INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT	
06/27/2023	222301044	KEENEYVILLE DISTRICT	FY23 Final OT/PT Refunds	8,076.00	
06/27/2023	222301045	BENJAMIN SCHOOL DIST	FY23 Final OT/PT Refunds	7,703.00	
06/27/2023	222301046	DUPAGE COUNTY SCHOOL	FY23 Final OT/PT Refunds	10,443.00	
06/27/2023	222301047	SALT CREEK SCHOOL DI	FY23 Final OT/PT Refunds	134.00	
06/27/2023	222301048	DOWNERS GROVE DISTRI	FY23 Final OT/PT Refunds	4,445.00	
06/27/2023	222301049	CASS SCHOOL DISTRICT	FY23 Final OT/PT Refunds	650.00	
06/27/2023	222301050	WOODRIDGE DISTRICT #	FY23 Final OT/PT Refunds	3,089.00	
06/27/2023	222301051	DUPAGE HS DISTRICT #	FY23 Final OT/PT Refunds	9,931.00	
06/27/2023	222301052	ELMHURST CUSD #205	FY23 Final OT/PT Refunds	25,264.00	
06/29/2023	222301053	KEENEYVILLE DISTRICT	Refund - Itinerant Final Bill	3,228.72	
06/29/2023	222301054	BENJAMIN SCHOOL DIST	Refund - Itinerant Final Bill	490.89	
06/29/2023	222301055	CASS SCHOOL DISTRICT	Refund - Itinerant Final Bill	614.32	
06/29/2023	222301056	DUPAGE HS DISTRICT #	Refund - Itinerant Final Bill	3,123.94	
06/29/2023	222301057	COMMUNITY HS DISTRIC	Refund - Itinerant Final Bill	2,500.32	
06/29/2023	222301057	COMMUNITY HS DISTRIC	FY23 Project Search Refund	1,995.77	
06/29/2023	222301058	COMMUNITY HS DIST #9	Refund - Itinerant Final Bill	3,158.51	
06/29/2023	222301059	COMMUNITY CONSOLIDAT	Refund - Itinerant Final Bill	426.60	
06/29/2023	222301060	LISLE CUSD #202	Refund - Itinerant Final Bill	1,151.82	
06/29/2023	222301061	ELMHURST CUSD #205	Refund - Itinerant Final Bill	506.49	
Totals for checks				86,932.38	

July Interim

CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
07/06/2023	102871	AMERICAN HERITAGE LI	W6508	1,133.78
07/06/2023	102872	HEALTH CARE SERVICE	6573182296 June 2023	498,632.81
07/06/2023	102873	T-MOBILE	976288363 5/21/23 to 6/20/23	611.20
07/06/2023	102874	CLIC	Total Fiduciary Liability Program Costs for July 1, 2023-2024	2,150.00
07/06/2023	102874	CLIC	2023-2024 P&C	68,439.00
07/06/2023	102875	FRONTLINE TECHNOLOGI	Absence & Substiotute Management 7/1/23 to 6/30/24	14,953.06
07/06/2023	102876	ISCORP	ISCorp Hosting Skyward Finance July 2023 through June 2024	2,400.00
07/06/2023	102877	KONICA MINOLTA PREMI	1303175 Contract 500-0601077-000 Date: 6/22/23 to 7/22/23	2,275.00
07/06/2023	102878	SKYWARD ACCOUNTING D	Annual License Fees 7/1/23 to 6/30/24	12,688.00
07/06/2023	102878	SKYWARD ACCOUNTING D	Crystal Reports Maintenance Renewal 7/1/23 to 6/30/24	149.00
Totals for checks				603,431.85

CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
07/20/2023	102899	HINSDALE TWP. H.S. D	FY23 Diagnostic Refund	250.70
07/20/2023	102900	CITI CARDS	Costco Credit Card 6/9/23 to 7/10/23	2,830.99
07/20/2023	102901	GOURMET GORILLA	June/Southeast	423.00
07/20/2023	102901	GOURMET GORILLA	June/Transition	276.60
07/20/2023	102902	HINCKLEY SPRINGS	Rental	29.97
07/20/2023	102903	NET56	Licenses-jamf Pro iOS June 2023 usage	200.60
07/20/2023	102904	VANGUARD ENERGY SERV	400641 Period: 6/1/23 to 6/30/23	656.93
07/20/2023	102905	DEARBORN NATIONAL LI	F021947-1 August 2023	5,109.41
07/20/2023	102906	KONICA MINOLTA PREMI	450-0068168-000 Period: 7/26/23 to 8/25/23	1,032.16
07/20/2023	102907	METLIFE	5398919 Dental/Vision August 2023	17,095.66
07/20/2023	102908	UNIVERSAL PREMIUM	SN814 Dates: 7/1/23 to 7/15/23	29.95
Totals for checks				27,935.97

CHECK DATE	CHECK NUMBER	VENDOR	INVOICE DESCRIPTION	AMOUNT
07/31/2023	102913	FIFTH THIRD BANK/MAS	AK	1,502.72
07/31/2023	102913	FIFTH THIRD BANK/MAS	MMAF	11,159.65
07/31/2023	102913	FIFTH THIRD BANK/MAS	SC	188.00
07/31/2023	102913	FIFTH THIRD BANK/MAS	Reading materials for the STARS program	43.95
07/31/2023	102913	FIFTH THIRD BANK/MAS	Energizer Alkaline Power 9 Volt Batteries (8 Pack), Long-Lasting Alkaline 9V Batteries - Packaging May Vary	178.40
07/31/2023	102915	FIFTH THIRD BANK/MAS	Jackie Jackson Text - Addison Trail	153.99
07/31/2023	102915	FIFTH THIRD BANK/MAS	Annual Program Fee	250.00
07/31/2023	102915	FIFTH THIRD BANK/MAS	ESY Supplies	185.21
07/31/2023	102915	FIFTH THIRD BANK/MAS	STARS Social Worker - Supplies	157.92
07/31/2023	102915	FIFTH THIRD BANK/MAS	Classroom Supplies - Kaufmann	291.73
07/31/2023	102915	FIFTH THIRD BANK/MAS	Classroom Supplies - Cherrie	436.29
07/31/2023	102915	FIFTH THIRD BANK/MAS	Classroom Supplies -Brady	62.98
07/31/2023	102915	FIFTH THIRD BANK/MAS	2 Pack - Laminated World Map Poster & USA Map Set - Equal Earth world map design shows continents at true relative size - US Map 18" x 29"	26.84
07/31/2023	102915	FIFTH THIRD BANK/MAS	SHARPIE S-Gel, Gel Pens, Medium Point (0.7mm), Black Ink Gel Pen, 36 Count	32.67
07/31/2023	102915	FIFTH THIRD BANK/MAS	Specially Designed Instruction, 1st Edition	366.12
Totals for checks				15,036.47

July Interims

VOIDED CHECKS

June 16, 2023 \$ \$ 7,562.00

CHECK		CHECK		INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT	
06/16/2023	102714	NORTHERN ILLINOIS UN	Room Rental and Catering 3/2/23 to 3/3/23	-7,562.00	
Totals for checks				-7,562.00	

STATE OF ILLINOIS
CONTRACT
ILLINOIS DEPARTMENT OF HUMAN SERVICES

Agreement No: 46CCF00189

Division of Rehabilitation Services

2024

VENDOR

Vendor Name: SCHOOL ASSN FOR SPECIAL EDUC	Address: <i>2900 Ogden Ave, Lisle IL 60532</i> ~~65331 Cornwall Rd Naperville, IL 60540-3635~~
Signature: <i>Melinda Mc Buffin</i>	Phone: ~~630-230-9234~~ <i>630-955-8104</i>
Name: <i>Melinda Mc Buffin</i> ~~MICHAEL VOLPE~~	Fax: ~~630-230-0057~~ <i>331-903-1543</i>
Title: <i>Executive Director</i> ~~CHIEF EXECUTIVE OFFICER~~	Email: <i>mmcubuffin@sased.org</i> ~~statham@sased.org~~
Date: <i>6/26/23</i>	

STATE OF ILLINOIS

Procuring Agency Or University: Department of Human Services (DHS or IDHS)	Phone: -
Street Address: 100 South Grand Avenue E	Fax:
City, State & Zip: Springfield, IL 62704-3802	
Signature:	Date:
Name: Grace B. Hou	
Title: Secretary	
Designee Name:	
Designee Title: Contract Obligations Analyst	
Other Approver's Signature:	Date:
Other Approver's Name:	
Other Approver's Title:	

STATE OF ILLINOIS
CONTRACT
ILLINOIS DEPARTMENT OF HUMAN SERVICES
Division of Rehabilitation Services
2024

Agreement No: 46CCF00189

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

- ☐ Yes
☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

- ☐ Yes (IPG Certifications and Disclosures including FORMS B)
☒ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

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

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

Agreement No: 46CCF00189

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: SCHOOL ASSN FOR SPECIAL EDUC

Business Name: SCHOOL ASSN FOR SPECIAL EDUC

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number 36-2919494

Legal Status (check one)

☐ Individual	☒ Governmental
☐ Sole Proprietor	☐ Nonresident alien
☐ Partnership	☐ Estate or trust
☐ Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☐ Corporation NOT providing or billing medical and/or health care services	☐ D = disregarded entity
	☐ C = corporation
	☐ P = partnership

Signature of Authorized Representative: 

Date: 6/23/2023

----- END OF PROGRAM: YOUTH SERVICES COORDINATOR -----

EXHIBIT F - PERFORMANCE STANDARDS:

Billing will be submitted monthly to the Contract Advisor by the 15th of the month following the month of reporting.

Match will be reported quarterly and submitted to the Contract Advisor by the 15th of the month following the month of reporting.

A minimum of 200 students will be monitored by each Youth Services Coordinator.

50% of students participating in the associated STEP Performance contracts will have a Work-Based Learning Experience opportunity.

----- END OF PROGRAM: YOUTH SERVICES COORDINATOR -----

5.2. VENDOR SUPPLEMENTAL PROVISIONS:

EXHIBIT G: SPECIFIC CONDITIONS:

N/A

-BALANCE OF PAGE INTENTIONALLY LEFT BLANK-

STANDARD ILLINOIS CERTIFICATIONS

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract.

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

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

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

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

2. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

4. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.
5. For construction contracts subject to 30-20 and 33-10 of the Procurement Code, Vendor shall be registered with the Secretary of State as part of the pre-qualification process. 30 ILCS 500/20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt or is actively disputing or seeking resolution), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminating club." 775 ILCS 25/2.

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☒ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in Illinois or the United States. 30 ILCS 517.
32. Vendor certifies that, for the duration of this contract it:
- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor

is a party to a contract with a bona fide labor organization and performs construction. 20 ILCS 1005/1005-47.

33. Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s) >\$100,000 (annual value)
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > \$100,000 (annual value)

Project Name	Transition Specialist Program
Illinois Procurement Bulletin Number	
Contract Number	46CCF00189
Vendor Name	DuPage County School Association for Special Education in
Doing Business As (DBA)	
Disclosing Entity	
Disclosing Entity's Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	☐ If you selected Other, please describe: Governmental

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☒ Option 5 – Not-for-Profit Entities

- ☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:



*-BOE member		Board of Directors May 2023-May 2025			Governing Board May 2023-May 2025		
District		Representative	TERM EX.	Alternate Name	Representative	TERM EX.	Alternate Name
Keeneyville SD 20		Dr. Omar Castillo	2025	Andrea Schnorr	Terry Walloch	2025	Andrea Schnorr
Benjamin SD 25		Mr. Jack Buscemi*	2025	Dennis Peterson	Jack Buscemi	2025	Dennis Peterson
West Chicago Elem Sch 33		Kristina Davis	2025	Rita Balgeman	Tom Doyle	2025	Chad McLean
Winfield SD 34		Dr. Matt Rich	2024	Heather Armstrong	Heather Armstrong	2024	Dan Krasinski
DuPage County SD 45		Dr. Anthony Palmisano	2025	Navreet Heneghan	Navreet Heneghan	2025	Carol Klamecki
Salt Creek SD 48		Mr. Ray Kielminski*	2025	James Blair	James Blair	2025	Ray Kielminski
Downers Grove SD 58		Dr. Kevin Russell	2025	Gregory Harris	Emily Hanus	2025	Greg Harris
Maercker SD 60		Dr. Sean Nugent	2024	Amy Sullivan	Amy Sullivan	2024	Michael Jones
Cass SD 63		Mr. Mark Cross	2024	Liz Mitha	Liz Mitha	2024	Katie Marinelli
Center Cass SD 66		Dr. Andrew Wise	2024	None	Megan DuPass	2024	Liane Raso
Woodridge SD 68		Dr. Patrick Broncato	2024	Thomas Ruggio	Thomas Ruggio	2024	Dr. Molina de Mesa
DuPage High School District 88		Dr. Jean Barbanente	2024	Donna Craft Cain	Donna Craft Cain	2024	Dan Olson
Community High School District 94		Dr. Moses Cheng	2025	None	TBD	2025	TBD
Community High School District 99		Dr. Hank Thiele	2024	None	Sherell Fuller	2024	Don Renner
Community Consol District 180		Dr. Charlie Kyle	2024	Colleen McCormack	Nader Najjar	2024	Aundria Williams
Westmont CUSD 201		Mr. Jack Baldermann	2025	Leah Conover	Leah Conover	2025	Kevin Marren
Lisle CUSD 202		Dr. Keith Filipiak	2025	Steve Lesniak	Steve Lesniak	2025	Greg Nagler
Elmhurst CUSD 205		Dr. Keisha Campbell	2024	Beth Hosler	Beth Hosler	2024	Courtenae Trautmann

Updated 6/22/23

BOD Officers: Chairperson: Mr. Mark Cross
Vice Chairperson: Dr. Jean Barbanente
Secretary: Dr. Anthony Palmisano

Gov Board Officers: Chairperson: Jack Buscemi
Vice Chairperson: James Blair
Secretary: Tom Ruggio

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? ☐ Yes ☐ No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than 100,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$100,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided:

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☐ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☐ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☐ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☐ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☐ Yes ☐ No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please explain the procurement relationship:

STEP 9

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: School Association for Special Education in DuPage

Signature: M. McGuffin

Date: 6/26/23

Printed Name: Melinda McGuffin

Title: Executive Director

Phone Number: 630-955-8104

Email Address: mmcguffin@sased.org

STATE OF ILLINOIS
CONTRACT
ILLINOIS DEPARTMENT OF HUMAN SERVICES

Agreement No: 46CCF00190

Division of Rehabilitation Services

2024

VENDOR

Vendor Name: SCHOOL ASSN FOR SPECIAL EDUC	Address: 2900 Ogden Ave, Lisle IL. 60532 ~~65331 Cornwall Rd Naperville, IL 60540-3635~~
Signature: <i>Melinda McGuffin</i> Name: <i>Melinda McGuffin</i> MICHAEL VOLPE	Phone: 630-230-9234 <i>630-955-8104</i> Fax: 630-230-0057 <i>331-903-1543</i>
Title: <i>Executive Director</i> CHIEF EXECUTIVE OFFICER	Email: <i>m.mcguffin@sased.org</i> ~~statham@sased.org~~
Date: <i>6/26/23</i>	

STATE OF ILLINOIS

Procuring Agency Or University: Department of Human Services (DHS or IDHS)	Phone: -
Street Address: 100 South Grand Avenue E	Fax:
City, State & Zip: Springfield, IL 62704-3802	
Signature:	Date:
Name: Grace B. Hou	
Title: Secretary	
Designee Name:	
Designee Title: Contract Obligations Analyst	
Other Approver's Signature:	Date:
Other Approver's Name:	
Other Approver's Title:	

STATE OF ILLINOIS
CONTRACT
ILLINOIS DEPARTMENT OF HUMAN SERVICES
Division of Rehabilitation Services
2024

Agreement No: 46CCF00190

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST (IF APPLICABLE)**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

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

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

Agreement No: 46CCF00190

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: SCHOOL ASSN FOR SPECIAL EDUC

Business Name: SCHOOL ASSN FOR SPECIAL EDUC

Taxpayer Identification Number:

Social Security Number _____
or

Employer Identification Number 36-2919494

Legal Status (check one)

☐ Individual	☒ Governmental
☐ Sole Proprietor	☐ Nonresident alien
☐ Partnership	☐ Estate or trust
☐ Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☐ Corporation NOT providing or billing medical and/or health care services	☐ D = disregarded entity
	☐ C = corporation
	☐ P = partnership

Signature of Authorized Representative: M. McJr.

Date: 6/23/2023

DHS Taxpayer Identification Page

STANDARD ILLINOIS CERTIFICATIONS

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Illinois Certifications in any subcontract used in the performance of the contract.

A contractor or subcontractor that has entered into a contract for more than one year in duration for the initial term or any renewal term shall certify, by January 1 of each fiscal year covered by the contract after the initial fiscal year, to the applicable chief procurement officer of any changes that affect its ability to satisfy the requirements of Article 50 of the Procurement Code pertaining to eligibility for contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its Standard Illinois Certifications a detailed explanation of the circumstances leading to the change in certification status. If a contractor or subcontractor continues to meet all requirements of this Article, it shall not be required to submit any certification or if the work under the contract has been substantially completed before contract expiration, but the contract has not yet expired. A contractor or subcontractor that makes a false statement material to the Standard Illinois Certifications is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Illinois False Claims Act for submission of a false claim. 30 ILCS 500/50-2.

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

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

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

2. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

4. For contracts other than construction contracts subject to the requirements of 30 ILCS 500/30-20 and 30 ILCS 500/33-10, Vendor certifies that it is a legal entity as of the date for submitting this bid, offer, or proposal. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity to qualify as a bidder or offeror prior to submitting a bid, offer, or proposal. The legal entity must be authorized to transact business or conduct affairs in Illinois prior to execution of the contract. 30 ILCS 500/20-43.
5. For construction contracts subject to 30-20 and 33-10 of the Procurement Code, Vendor shall be registered with the Secretary of State as part of the pre-qualification process. 30 ILCS 500/20-43.
6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10(b), 30 ILCS 500/50-10.5(e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt or is actively disputing or seeking resolution), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500/50-38.
18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 20.2 If Vendor is an individual and this contract is worth more than \$5,000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminating club." 775 ILCS 25/2.

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.
27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
28. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.
30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☒ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in Illinois or the United States. 30 ILCS 517.
32. Vendor certifies that, for the duration of this contract it:
- will post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
 - will provide an online link to these employment vacancies so that this link is accessible through the <https://illinoisjoblink.illinois.gov/> website its successor system; or
 - is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor

is a party to a contract with a bona fide labor organization and performs construction. 20 ILCS 1005/1005-47.

33. Vendor certifies it is not prohibited by federal agencies pursuant to a United States Department of Homeland Security Binding Operational Directive due to cybersecurity risks. 30 ILCS 500/25-90.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid or offer that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid or offer or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

- ☒ Vendor
- ☐ Vendor's Parent Entity(ies) (100% ownership)
- ☐ Subcontractor(s) >\$100,000 (annual value)
- ☐ Subcontractor's Parent Entity(ies) (100% ownership) > \$100,000 (annual value)

Project Name	Secondary Transitional Experience Program
Illinois Procurement Bulletin Number	
Contract Number	46CCF00190
Vendor Name	DuPage County School Association for Special Education, Inc.
Doing Business As (DBA)	
Disclosing Entity	
Disclosing Entity's Parent Entity	
Subcontractor	
Instrument of Ownership or Beneficial Interest	☐ If you selected Other, please describe: Governmental

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation that the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

- 1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 100 Shareholders

- 2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

- 3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

- 4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

- 4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☒ Option 5 – Not-for-Profit Entities

- ☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

- ☐ Skip to Step 3.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

☐ Yes ☒ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:



*-BOE member		Board of Directors May 2023-May 2025			Governing Board May 2023-May 2025		
District	Representative	TERM EX.	Alternate Name	Representative	TERM EX.	Alternate Name	
Keeneyville SD 20	Dr. Omar Castillo	2025	Andrea Schnorr	Terry Walloch	2025	Andrea Schnorr	
Benjamin SD 25	Mr. Jack Buscemi*	2025	Dennis Peterson	Jack Buscemi	2025	Dennis Peterson	
West Chicago Elem Sch 33	Kristina Davis	2025	Rita Balgeman	Tom Doyle	2025	Chad McLean	
Winfield SD 34	Dr. Matt Rich	2024	Heather Armstrong	Heather Armstrong	2024	Dan Krasinski	
DuPage County SD 45	Dr. Anthony Palmisano	2025	Navreet Heneghan	Navreet Heneghan	2025	Carol Klamecki	
Salt Creek SD 48	Mr. Ray Kielminski*	2025	James Blair	James Blair	2025	Ray Kielminski	
Downers Grove SD 58	Dr. Kevin Russell	2025	Gregory Harris	Emily Hanus	2025	Greg Harris	
Maercker SD 60	Dr. Sean Nugent	2024	Amy Sullivan	Amy Sullivan	2024	Michael Jones	
Cass SD 63	Mr. Mark Cross	2024	Liz Mitha	Liz Mitha	2024	Katie Marinelli	
Center Cass SD 66	Dr. Andrew Wise	2024	None	Megan DuPass	2024	Liane Raso	
Woodridge SD 68	Dr. Patrick Broncato	2024	Thomas Ruggio	Thomas Ruggio	2024	Dr. Molina de Mesa	
DuPage High School District 88	Dr. Jean Barbanente	2024	Donna Craft Cain	Donna Craft Cain	2024	Dan Olson	
Community High School District 94	Dr. Moses Cheng	2025	None	TBD	2025	TBD	
Community High School District 99	Dr. Hank Thiele	2024	None	Sherell Fuller	2024	Don Renner	
Community Consol District 180	Dr. Charlie Kyle	2024	Colleen McCormack	Nader Najjar	2024	Aundria Williams	
Westmont CUSD 201	Mr. Jack Baldermann	2025	Leah Conover	Leah Conover	2025	Kevin Marren	
Lisle CUSD 202	Dr. Keith Filipiak	2025	Steve Lesniak	Steve Lesniak	2025	Greg Nagler	
Elmhurst CUSD 205	Dr. Keisha Campbell	2024	Beth Hosler	Beth Hosler	2024	Courtenae Trautmann	

Updated 6/22/23

BOD Officers: Chairperson: Mr. Mark Cross
Vice Chairperson: Dr. Jean Barbanente
Secretary: Dr. Anthony Palmisano

Gov Board Officers: Chairperson: Jack Buscemi
Vice Chairperson: James Blair
Secretary: Tom Ruggio

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)? ☐ Yes ☐ No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than 100,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided:

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☐ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☐ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☐ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☐ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8 DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$100,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☐ Yes ☐ No.

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment may be provided if needed.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

FINANCIAL DISCLOSURES AND CONFLICTS OF INTERESTS

Please explain the procurement relationship:

STEP 9

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: *School Association for Special Education in DuPage*

Signature: *M. Mabuffin*

Date: *06/23/2023*

Printed Name: *Melinda Mabuffin*

Title: *Executive Director*

Phone Number: *630-955-8104*

Email Address: *mmcmabuffin@sased.org*

EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter “Agreement”) is entered into this May 17, 2023, by and between **The School Association for Special Education in DuPage County DBA SASSED - The School Association for Special Education in DuPage County** located at 2900 Ogden Ave. Lisle, Illinois 60532, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 230 W. Monroe Street, Chicago, IL, 60606, United States of America referred to in this Agreement as “Maxim.”

RECITALS

WHEREAS, Customer operates a School, as defined by State Law located in Illinois and wishes to engage Maxim to provide personnel to supplement Customer’s staff.

WHEREAS, Maxim operates a staffing agency that provides supplemental licensed staffing services to Customer.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

“Agreement” means this EducationServices StaffingAgreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

“Assignment Confirmation” means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

“Assignment Personnel” means Local Assignment Personnel providing Assignment Services.

“Assignment Personnel Rate” means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in “Attachment C” and controls where different from Base Rates set forth in “Attachment A.”

“Assignment Services” means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and “Attachment C.”

“Base Rate” means the rates billed for Services performed by Personnel pursuant to terms of Agreement and “Attachment A” hereto.

“Behavior Intervention Plan” or “BIP” is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

“Contractor” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“Effective Date” means the date first written above in the introductory paragraph of Agreement.

“Float” means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

“Individual Education Program” or “IEP” is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

“Individual Health Plan” or “IHP” is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

“Medical Services” services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

“Personnel” means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

“Placement” is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

“Related Services” means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services include school health services and school nurse services, social work services in schools, and parent counseling and training.

“School Health Services” means health services that are designed to enable a child with a disability to receive FAPE as described in the child’s IEP. School health services are services that may be provided by either a qualified school nurse or other qualified person as requested by the Customer.

“School Work Site” means any location Customer assigns Personnel to render Services.

“Services” means collectively School Health Services, Special Education Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

“Special Education Services” means specially designed instruction to meet the unique needs of a child with a disability.

“Statement of Work” or “SOW” means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and “Attachment A” attached hereto.

“Supplies” means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment (“PPE”).

“Term” has the meaning given in Section 2.1.

ARTICLE II. TERM

Section 2.1. Term. This Agreement will commence on 6/7/2023 and will continue for a school calendar year through 7/31/2024.

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Scope of Services.

(a) Staffing. Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer’s management and supervision at a School Work Site or in an environment controlled by Customer. By assigning Personnel to Customer. By assigning Personnel to Customer, Maxim represents that Personnel are not disqualified from such work based on sexual misconduct allegations or because Personnel: i) have previously been discharged from, been asked to resign from, resigned from, or otherwise been separated from any employment, has ever been disciplined by an employer, or has ever had an employment contract not renewed; or ii) have ever had a license or certificate suspended, surrendered, or revoked or had an application for licensure, approval, or endorsement denied, any of which has occurred due to due to an adjudication or finding of sexual misconduct or while an allegation of sexual misconduct was pending or under investigation. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in “Attachment A.” Services include School Health Services, Related Services, and/or Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the “Plan”), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) Changes. From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the “Changes”). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work (“SOW”) or subsequent “Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

Section 3.2 School Health Services Requirements. Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.3 Related Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.4 Special Education Services. Maxim will perform the screening Special Education Services Personnel who meet the criteria as indicated in Attachment "B" hereto.

Section 3.5 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers' compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.6 Availability of Personnel. The Parties agree that Maxim's duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel to perform the supplemental staffing services and will inform Customer of the fair market value rate that would be charged for the duration of the placement of such Personnel. If Customer agrees to accept a higher skilled Personnel, Maxim will bill Customer at that Personnel's fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as determined by Customer to be necessary for Personnel to provide services. Customer shall provide student specific orientation for the requirements of the Plan(s).

Section 4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer's policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student's with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

Section 4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal to the extent permitted by law. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Personnel to conduct the Services. Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

Section 4.7 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence to the extent permitted by law. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 4.8 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which the Personnel last worked an assignment under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, Personnel provided by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a

substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Placement Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is 150% of that set forth above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail: ap@sased.org

Invoicing Contact: Cynthia Englehart, Business Office Assistant

Invoicing Address: 2900 Ogden Ave
Lisle, IL 60532

Section 6.2 Payment. All amounts are due and payable within sixty (60) days from the date of invoice in accordance with the Illinois Local Government Prompt Payment Act. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 Late Payment. Payments not received within sixty (60) days from approval of an invoice will accumulate interest, until paid, at the permitted by applicable law.

Section 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or 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. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in "Attachment C." To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer's requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.4 Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the "Attachment C" Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancellation notice).

Section 8.5 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as "Attachment C." Hourly rates include reimbursement for ordinary and necessary travel expense for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

Section 8.6 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

ARTICLE IX. INSURANCE

Section 9.1 Maxim Insurance. Maxim will maintain (at its sole expense and for the benefit of Customer), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance covering temporary staffing Services provided by Personnel evidencing general and professional liability coverage of: Commercial General Liability insurance, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate; Professional Liability Insurance with limits of Two Million Dollars (\$2,000,000.00) per claim and Three Million Dollars (\$3,000,000) general aggregate. Automobile liability Insurance with a combined single limit of \$1,000,000; Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Contractor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 – Policy Limit; and Umbrella or Excess Liability insurance providing follow form coverage to the underlying coverages with minimum limits of Three Million Dollars (\$3,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate; the insurance shall include sexual abuse and molestation coverage. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The commercial general liability insurance policy shall name the Customer, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District. The Consultant shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling the Customer to terminate this Agreement immediately. All policies of insurance shall provide by endorsement that no coverage may be canceled, terminated, or reduced by the insuring company without the insuring company having first given at least 30 days prior written notice to the Customer by certified mail, return receipt requested.

ARTICLE X. INDEMNIFICATION

Section 10.1 Indemnification by Maxim. Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees,

and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of this agreement.

Section 10.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 10.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ARTICLE XI. LIMITATION OF LIABILITY

Section 11.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 11.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS

IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XII. DISPUTE RESOLUTION

Section 12.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

Section 12.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

Section 12.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIII. CONFIDENTIALITY AND USAGE OF DATA

Section 13.1 Confidentiality.

A. Maxim/Customer Information. Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, or as required by law, to include the Illinois Freedom of Information Act, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such

initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

C. Student Information: Maxim and its employees, including Personnel, shall not disclose any individual student records, to any third-party, except where such disclosure is expressly approved by Customer, and is consistent with applicable law. Further, each Party and its employees shall comply with the other Party's policies and obligations.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

Section 13.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Section 13.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XIV. TERMINATION

Section 14.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 14.2 Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 14.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XV. GENERAL TERMS

Section 15.1 Non-discrimination. Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

Section 15.2 Compliance with Laws. Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 15.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Illinois and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 15.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 15.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

The School Association for Special
Education in DuPage County DBA
SASED - The School Association for
Special Education in DuPage County
2900 Ogden Ave., Lisle,
Illinois 60532
ATTN: Julie Grohn

Maxim Healthcare Staffing Services, Inc.

7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
230 W. Monroe Street, Suite 625 Chicago,
IL, 60606, United States of America
ATTN: Joseph Stith

Section 15.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

Section 15.8 Merger. This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

Section 15.8 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

Section 15.9 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

THE SCHOOL ASSOCIATION FOR
SPECIAL EDUCATION IN DUPAGE
COUNTY DBA SASED - THE SCHOOL
ASSOCIATION FOR SPECIAL
EDUCATION IN DUPAGE COUNTY:



Signature of Authorized Representative

Jim T. Nelson

Exec. Dir. SASED

Printed Name & Title

7-10-2023

Date

MAXIM HEALTHCARE STAFFING
SERVICES, INC.:

DocuSigned by:



BC748FA6A7B14A4

Signature of Authorized Representative

Eric Lynch

Assistant Controller

Printed Name & Title

13-Jul-23

Date

ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES - May 17, 2023

School Work Site. This “Attachment A” shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
SASED	2900 Ogden Ave Lisle, IL 60532	Julie Grohn

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate \$ (per hour)
Paraprofessional – School Aide	\$40.00
Paraprofessional – BT	\$50.00
Certified Nursing Assistant (CNA)	\$45.00
Health Office School Nurse – Licensed Practical Nurse (LPN)	\$70.00
1:1 School Nurse – LPN	\$72.00
1:1 School Nurse – LPN – Trach/Vent Trained	\$80.00
Substitute School Nurse – LPN	\$82.00
Health Office School Nurse – Registered Nurse (RN)	\$75.00
1:1 School Nurse – RN	\$78.00
1:1 School Nurse – RN – Trach/Vent Trained	\$85.00
Substitute School Nurse – RN	\$90.00
Certified School Nurse (PEL-CSN) – Remote	\$100.00
Certified School Nurse (PEL-CSN) – On-Site	\$115.00
Social Worker / Counselor	\$82.00
School Social Worker (PEL)	\$90.00
Substitute Teacher	\$75.00
General Education Teacher	\$85.00
Special Education Teacher (LBSI)	\$90.00
Occupational & Physical Therapist (OT/PT)	\$90.00
Board Certified Behavioral Analyst (BCBA)	\$115.00
School Psychologist	\$120.00
Speech Language Pathologist (SLP)	\$125.00

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

Attachment "B"
PRE-ASSIGNMENT SCREENING

- I. **Personnel Requirements.** Maxim will supply Customer with Personnel requested in Attachment "A" who meet the following criteria, if the role involves the provision of health and mental health services. These roles include but are not limited to: RN Certified Nurse, RN School, BCBA, Behavior Tech, Occupational Therapist, Occupational Therapy Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- a. Conduct a criminal background screening in accordance 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;
 - b. Verify current license, registration, or certification, including CPR, for the Services to be provided, if applicable to role;
 - c. Skills assessment checklist of competencies for the position and an exam, if applicable; verify that the appropriate health screening(s) was completed and pre-employment physical is on file
 - d. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
 - e. Verify relevant professional and specialty expertise as requested by Customer;
 - f. Receive employment verification;
 - g. Confirm Personnel are authorized to work;
 - h. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Education Personnel Requirements.** Maxim will supply Customer with requested Related Services Personnel in Attachment "A" performing education services who meet the following criteria. These roles include but are not limited to the following: Special Education Teacher, Social Worker, School Counselor, Sign Language Interpreter, Admin Teacher Orientation and Mobility, Behavioral Classroom Aide (WA), Speech Language Pathologist. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- a. Conduct a criminal background screening in accordance with employment history review consistent with ISBE template forms pursuant to 105 ILCS 5/22-94;
 - b. Receive employment verification;
 - c. Verify, license, certification or certification, if applicable to the role; verify that the appropriate health screening(s) was completed and pre-employment physical is on file
 - d. Verify relevant professional and specialty expertise as requested by Customer;
 - e. Confirm Personnel are authorized to work;

- f. Perform federal exclusion checks including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

ATTACHMENT "C" ASSIGNMENT CONFIRMATION

Maxim and Customer hereby agree the following Personnel will be assigned to Customer's Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of Personnel's compliance with the Agreement and the pre-assignment screening requirements in "Attachment B" prior to the assigned start date. To the extent that the rates set forth herein differ from the rates in "Attachment A" the rates set forth herein shall govern for the length of the Assignment start and end dates, and with renewal of the Agreement.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

Authorized Customer Representative Signature

Printed Name & Title

Date

Please email a signed copy of this confirmation back to E-MAIL ADDRESS. Thank you.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of Cons HSD 230 ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

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

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

 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. **Tuition and Reimbursement:** The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
 - a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. **National School Lunch/School Breakfast Programs:** If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. **Invoices and Payment:**
 - a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

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

7. **Relationship of the Parties:** SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. **No Third-Party Beneficiaries:** This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. **Indemnification and Waiver:**

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

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

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

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

10. **Student Records:** SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. **Continuing Obligations:** The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. **Assignment**: No part of this Agreement may be assigned by either of the parties hereto.
13. **Multiple Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. **Governing Law**: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. **Notices**: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Robert J. Nolting, Superintendent

Cons HSD 230

15100 S. 94th Avenue

Orland Park, IL 60462

For SASED:

Dr. Jimmy Gummell

~~Dr. Melinda McGuffie~~, Executive Director

School Association for Special Education in DuPage County

2900 Ogden Ave

Lisle, Illinois 60532

16. **Authority**: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. **Severability**: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. **Complete Understanding**: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. **Waiver**: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. **Amendments**: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: SASED TRANSITION CENTER

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/16/2023

Program End Date: 5/24/2024

Student Start Date: 8/16/2023

Address of School: 2900 Ogden Avenue, Lisle, IL 60532

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: Melissa Pracios Date: June 29, 2023
President

Attest: Susan A. Decker Date: 6/29/2023
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of Orland SD 135 ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.
- 3. School District's Responsibilities:
 - a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
 - b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
 - c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
 - d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
 - e. The School District shall provide the Student with transportation to and from the Program.
 - f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
 - g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
 - h. The School District is responsible for paying the costs identified.

4. **Tuition and Reimbursement:** The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
- a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. **National School Lunch/School Breakfast Programs:** If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. **Invoices and Payment:**
- a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

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

7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:

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

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

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

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

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:
- For School District: Mr. John Bryk, Superintendent
Orland SD 135
15100 S. 94th Avenue
Orland Park, IL 60462
- For SASED: Dr. Jimmy Gunnell
~~Dr. Melinda McGuffin~~, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532
16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: Stella May Swartz School - SD 48

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/23/2023

Program End Date: 5/24/2024

Student Start Date: 8/23/2023

Address of School: 17W160 16th Street, Oakbrook Terrace, IL 60181

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: [Signature] Date: July 10, 2023
President Pro Tem

Attest: Nichole Browner Date: July 10, 2023
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of _____ Cook County SD 130 _____ ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. Tuition and Reimbursement: The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
- a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. National School Lunch/School Breakfast Programs: If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. Invoices and Payment:
- a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

- d. Payment will be made by the School District after receipt of each invoice, in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/).
7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:
- For purposes of this Section 9, "Loss" is defined as any and all liabilities, damages, claims, demands, judgments, causes of action, costs, expenses (including reasonable attorneys' fees), and losses relating to any School District Student placed in a SASED program and/or relating to any act or omission of either party in implementing this Agreement and/or otherwise relating to this Agreement.
- Each party agrees to indemnify, defend, and hold harmless the other party and its Board members, employees, volunteers, and agents, against and from any Loss to the extent the Loss arises out of the acts or omissions of the indemnifying party.
- In addition, notwithstanding any other provision of this Agreement, the School District specifically agrees to indemnify, defend, and hold harmless SASED and its Board members, employees, volunteers, and agents, against and from any Loss to the extent the Loss is based upon or arises out of claims relating to the placement, FAPE, or alleged procedural requirements applicable to any School District Student placed in a SASED Program.
- Moreover, the School District waives any and all claims it may have against SASED (or SASED's Board members, employees, volunteers, or agents) relating to the Program or the services provided to the Student by SASED.
10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Colleen M McKay, Superintendent
Cook County SD 130
12300 S. Greenwood Avenue
Blue Island, IL 60406

For SASED: Dr. Jimmy Gunnell
~~Dr. Melinda McCuffin~~, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: Salt Creek Primary

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/23/2023

Program End Date: 5/24/2024

Student Start Date: 8/23/2023

Address of School: 980 S. Riverside Drive, Elmhurst, IL 60126

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: Kevin T. [Signature] Date: _____
President

Attest: [Signature] Date: _____
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of Joliet Twp SD 204 ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASED, except that SASED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. **Tuition and Reimbursement:** The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
- a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. **Extended School Year:** If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. **National School Lunch/School Breakfast Programs:** If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. **Invoices and Payment:**
- a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
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 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

- d. Payment will be made by the School District after receipt of each invoice, in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/).
7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:

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

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

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

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

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. **Assignment**: No part of this Agreement may be assigned by either of the parties hereto.
13. **Multiple Counterparts**: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. **Governing Law**: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. **Notices**: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:
- For School District: Dr. Karla Guseman, Superintendent
Joliet Twp SD 204
300 Caterpillar Drive
Joliet, IL 60436
- For SASED: Dr. Jimmy Guannel
~~Dr. Melinda McGuffin~~, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532
16. **Authority**: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. **Severability**: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. **Complete Understanding**: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. **Waiver**: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. **Amendments**: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: SASED Transition Center

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/16/2023

Program End Date: 5/24/2024

Student Start Date: 8/16/2023

Address of School: 2900 Ogden Avenue, Lisle, IL 60532

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: Michelle Stiff Date: 7/18/23
President

Attest: Lorraine Anselmo Date: 7/18/23
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of Berwyn South School District 100 ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. **Tuition and Reimbursement:** The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
- a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. **National School Lunch/School Breakfast Programs:** If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. **Invoices and Payment:**
- a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

- d. Payment will be made by the School District after receipt of each invoice, in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/).
7. **Relationship of the Parties:** SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. **No Third-Party Beneficiaries:** This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. **Indemnification and Waiver:**

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

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

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

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

10. **Student Records:** SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. **Continuing Obligations:** The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. **Assignment:** No part of this Agreement may be assigned by either of the parties hereto.
13. **Multiple Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. **Governing Law:** This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. **Notices:** Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Mary Havis, Superintendent
Berwyn South SD 100
3401 Gunderson Ave
Berwyn, IL 60402

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

16. **Authority:** The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. **Severability:** If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. **Complete Understanding:** This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. **Waiver:** No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. **Amendments:** No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A
SASED Program: Multi-Needs
Program Location: Waterbury Elementary - Keeneyville SD 20
Estimated Annual Program Tuition: \$ 56,573.00
Estimated Extended School Year Tuition: \$ 935.00
Program Start Date: 8/16/2023
Program End Date: 5/31/2024
Student Start Date: 8/16/2023
Address of School: 355 S Rodenburg Rd, Roselle, IL 60172

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

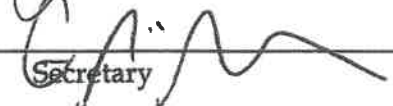
BOARD OF CONTROL FOR THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN
DUPAGE COUNTY

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By:  Date: _____
President

Attest:  Date: _____
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

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

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

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

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

1. **Term:** This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. **Program Services:**
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

- g. SASSED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASSED determines, in SASSED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASSED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASSED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASSED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASSED and any other related services that SASSED is unable to provide due to circumstances beyond SASSED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. **Tuition and Reimbursement:** The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
 - a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. **National School Lunch/School Breakfast Programs:** If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. **Invoices and Payment:**
 - a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

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

7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:

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

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

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

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

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Diane Cepela, Superintendent
Fairmont SD 89
735 Green Garden Place
Lockport, IL 60441

For SASED: Dr. Jimmy Gunnell
Dr. Melinda McCuffin, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: Stella May Swartz - SD 48

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/23/2023

Program End Date: 5/24/2024

Student Start Date: 8/23/2023

Address of School: 17W160 16th Street, Oakbrook Terrace, IL 60181

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: Louis D. Sporn-Hour Date: 6-21-23
President

Attest: Karen Custer Date: 6/21/23
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of Lincoln-Way CHSD 210 ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. Tuition and Reimbursement: The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
 - a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. National School Lunch/School Breakfast Programs: If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. Invoices and Payment:
 - a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

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

7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:

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

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

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

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

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Mr. R Scott Tingley, Superintendent
Lincoln-Way CHSD 210
1801 E. Lincoln Highway
New Lenox, IL 60451

For SASED: Dr. Jimmy Gunnell Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: Addison Trail HS - SD 88

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/16/2023

Program End Date: 5/24/2024

Student Start Date: 8/16/2023

Address of School: 213 N. Lombard Road, Addison, IL 60101

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: [Signature] Date: 8/10/23
President

Attest: [Signature] Date: 8/10/23
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of _____ CHSD 218 _____ ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. **Tuition and Reimbursement:** The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
 - a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. **Extended School Year:** If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. **National School Lunch/School Breakfast Programs:** If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. **Invoices and Payment:**
 - a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

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

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

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

9. Indemnification and Waiver:

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

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

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

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

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

11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Ty Harting, Superintendent
CHSD 218
10701 S. Kilpatrick Avenue
Oak Lawn, IL 60453

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

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: Addison Trail HS - SD 88

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/16/2023

Program End Date: 5/24/2024

Student Start Date: 8/16/2023

Address of School: 213 N. Lombard Road, Addison, IL 60101

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: [Signature] Date: 6-13-23
President

Attest: [Signature] Date: 6/15/23
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of CHSD 218 ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. Tuition and Reimbursement: The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
 - a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
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 - e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
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7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:

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

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

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

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

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Ty Harting, Superintendent
CHSD 218
10701 S. Kilpatrick Avenue
Oak Lawn, IL 60453

For SASED: Dr. Jimmy Gunnell
~~Dr. Melinda McCuffin~~, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student B

DuPage West Cook: VISION

Program Location: Addison Trail HS - SD 88

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/16/2023

Program End Date: 5/24/2024

Student Start Date: 8/16/2023

Address of School: 213 N. Lombard Road, Addison, IL 60101

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: [Signature] Date: 6/15/23
President

Attest: [Signature] Date: _____
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of CHSD 218 ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASSED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASSED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASSED, except that SASSED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASSED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASSED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. **Tuition and Reimbursement:** The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
 - a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. Extended School Year: If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. **National School Lunch/School Breakfast Programs:** If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. **Invoices and Payment:**
 - a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

- d. Payment will be made by the School District after receipt of each invoice, in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/).
7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:

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

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

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

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

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Ty Harting, Superintendent
CHSD 218
10701 S. Kilpatrick Avenue
Oak Lawn, IL 60453

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

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: SASED Transition Center

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/17/2023

Program End Date: 5/24/2024

Student Start Date: 8/17/2023

Address of School: 2900 Ogden Avenue, Lisle, IL 60532

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: [Signature] Date: 6-13-23
President

Attest: [Signature] Date: 6/15/22
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of West Aurora SD 129 ("School District").

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

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

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

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 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
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 - f. As warranted, SASED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
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8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:

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

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

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

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

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Jeff Craig, Superintendent
West Aurora SD 129
1877 W. Downer Place
Aurora, IL 60506

For SASED:

Dr. Jimmy Gunne ||
Dr. Melinda McGuffin, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: Addison Trail HS - SD88

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/16/2023

Program End Date: 5/24/2024

Student Start Date: 8/16/2023

Address of School: 213 N. Lombard Road, Addison, IL 60101

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: _____ Date: _____
President

Attest: Joy Engler Date: _____
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of West Aurora SD 129 ("School District").

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13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
14. Governing Law: This Agreement and the interpretation thereof shall be governed by the laws of the State of Illinois.
15. Notices: Any and all notices required to be sent pursuant to this Agreement shall be personally delivered or sent via certified mail addressed as follows:

For School District: Dr. Jeff Craig Superintendent
West Aurora SD 129
1877 W. Downer Place
Aurora, IL 60506

For SASED:

Dr. Jimmy Gunnell
Dr. Melinda McGuffin, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: _____ Student B

DuPage West Cook: VISION

Program Location: Addison Trail HS - SD88

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/16/2023

Program End Date: 5/24/2024

Student Start Date: 8/16/2023

Address of School: 213 N. Lombard Road, Addison, IL 60101

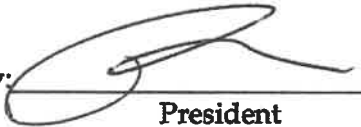
IN WITNESS WHEREOF, SASED and the School District have caused this Agreement to be executed on the date(s) set forth below.

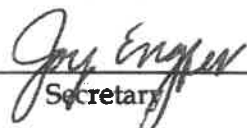
BOARD OF CONTROL FOR THE SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN
DUPAGE COUNTY

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By:  _____ Date: _____
President

Attest:  _____ Date: _____
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of West Aurora SD 129 ("School District").

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

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

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

1. Term: This Agreement will remain in effect until either party provides at least thirty (30) days' prior written notice to the other party of termination of this Agreement, which may be for any reason.
2. Program Services:
 - a. Subject to the terms and provisions of this Agreement, SASED will provide services for the School District Student. The specific terms and conditions for each Student will be identified and signed by both parties, which is incorporated herein by reference.
 - b. Each Student will be permitted to attend the Program on the terms and conditions set forth in this Agreement.
 - c. SASED will provide special education and related services in accordance with the Student's individualized education program (IEP), except as otherwise stated herein.
 - d. Assessments and reevaluations will be conducted by SASED, except that SASED will not be responsible for independent educational evaluations (IEEs) requested by a parent/guardian or other private evaluations approved by the School District or the IEP team.
 - e. Assistive technology devices, equipment, and related training offered to students as part of the Program will be provided by SASED. The School District shall be solely responsible for funding, procurement, and maintenance of any other Assistive Technology devices, equipment or training identified in the Student's IEP.
 - f. As warranted, SASED will convene IEP team meetings and issue required notices.

- g. SASED may permanently dismiss the Student from the Program, terminating the applicable program page, under the following conditions:
 - i. Upon thirty (30) days' prior written notice to the School District, in the event that SASED determines, in SASED's sole discretion, that:
 - (a) The Program is no longer appropriate for the Student; or
 - (b) SASED will no longer be operating the Program.
 - ii. Upon fifteen (15) days' prior written notice to the School District, in the event that there is insufficient space in the Program for SASED member district students.
 - iii. Immediately if the Student commits gross disobedience or misconduct that warrants removal, as determined by SASED.

3. School District's Responsibilities:

- a. The School District shall procure and directly fund all IEEs and any other School District-approved or IEP team-approved private evaluations at public expense.
- b. The School District shall procure and directly fund related services not typically provided by SASED and any other related services that SASED is unable to provide due to circumstances beyond SASED's control.
- c. The School District shall prepare and maintain a proper and adequate IEP for the Student.
- d. A School District representative shall attend all IEP meetings for the Student and shall serve as the local educational agency (LEA) representative.
- e. The School District shall provide the Student with transportation to and from the Program.
- f. The terms of this Agreement notwithstanding, the School District remains the Student's resident school district for all purposes, remains ultimately responsible for the Student's educational services, and remains responsible for providing the Student with a free appropriate public education (FAPE) in the least restrictive environment.
- g. In the event of a dispute or challenge by the Student's parent/guardian or Student (including but not limited to a due process request, State complaint, request for mediation, Office for Civil Rights complaint, or Illinois Department of Human Rights complaint), the School District shall be responsible for all costs associated with the defense thereof (including but not limited to attorney's fees).
- h. The School District is responsible for paying the costs identified.

4. **Tuition and Reimbursement:** The School District will pay tuition and reimbursement, as set forth below, for the services identified herein. The actual costs of all related services provided by SASED for the Student (including but not limited to social work services, speech and language services, physical therapy services, as applicable) are included in the tuition costs. The costs of all assessments and reevaluations of the Student conducted by SASED are also included in the tuition costs.
 - a. The School District will pay regular school tuition equal to SASED's per pupil cost of the Program. The estimated annual tuition for each Student is set forth in this agreement.
 - b. The School District will pay a non-member district fee in the amount of Ten Thousand Dollars (\$10,000.00) per school year for each Student's enrollment in the Program.
 - c. In addition to paying the tuition and non-member district fee, the School District will reimburse SASED for all the following:
 - i. The actual costs (to include salary and benefits) for all SASED paraprofessionals, medical assistants/teacher assistants and interpreters providing one-to-one services to the Student.
 - ii. The actual costs of all assistive technology devices and equipment, and any related training, provided by SASED for the Student's use.
 - d. For any Student that is enrolled for at least 10 days tuition will be calculated based on the amount of time the Student is in the Program.
 - e. **Extended School Year:** If a Student's IEP calls for extended school year services and the District chooses for the Student to attend ESY services in the Program, the School District will pay SASED's per pupil costs as calculated for Extended School Year Program.
5. **National School Lunch/School Breakfast Programs:** If SASED participates in the National School Lunch Program and/or School Breakfast Program and the Student is eligible under free or reduced-priced breakfast or lunch under those programs, SASED is required to claim this Student.
6. **Invoices and Payment:**
 - a. An invoice for 100% of the annual tuition amount will be issued by SASED within ten (10) days after this Agreement is fully signed. A prorated invoice will be sent based on actual days of enrollment. For Students who enroll after September 1 an invoice will be sent within ten (10) days after the Agreement is fully signed for the tuition following the above schedule.
 - b. In or around, July, SASED will calculate the final costs and issue a final invoice to the School District for any remaining balance to be paid.
 - c. In the event that the School District's initial payments exceed the actual final costs (resulting in an overpayment by the School District), SASED will issue a refund to the School District by September 15.

- d. Payment will be made by the School District after receipt of each invoice, in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/).
7. Relationship of the Parties: SASED and the School District acknowledge and agree that they are contractors independent of one another and that this Agreement does not create an employer-employee relationship, partnership, joint venture, agency, or any other such relationship.
8. No Third-Party Beneficiaries: This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
9. Indemnification and Waiver:

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

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

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

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

10. Student Records: SASED shall maintain all student records and reports in accordance with SASED policies on student records, as well as applicable state and federal laws. All student records generated by SASED shall be the property of the School District; however, SASED shall have access to such records so that it may provide the services required under this Agreement.
11. Continuing Obligations: The following shall survive the expiration or termination of this Agreement: (a) Sections 4 and 6 (Tuition and Reimbursement and Invoices and Payment); (b) Section 9 (Indemnification and Waiver); (c) all representations and warranties made by each party; (d) Program for Individual Student; and (e) all other obligations that are to be performed after the expiration or termination of this Agreement.

12. Assignment: No part of this Agreement may be assigned by either of the parties hereto.
13. Multiple Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the parties' signatures on this Agreement shall be deemed originals.
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West Aurora SD 129
1877 W. Downer Place
Aurora, IL 60506
- For SASED: Dr. Jimmy Gunnell
Dr. Melinda McGuffin Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532
16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
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18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

DuPage West Cook: VISION

Program Location: SASED TRANSITION CENTER

Estimated Annual Program Tuition: \$ 59,001.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/16/2023

Program End Date: 5/24/2024

Student Start Date: 8/16/2023

Address of School: 2900 Ogden Avenue, Lisle, IL 60532

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

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By: _____ Date: _____
President

Attest: Joy Engler Date: _____
Secretary

**INTERGOVERNMENTAL AGREEMENT
BETWEEN SASSED AND NON-MEMBER SCHOOL DISTRICT**

This Agreement is made and entered into on the date set forth below, by and between the Board of Control of The School Association for Special Education in DuPage County ("SASED") and the Board of Education of West Aurora 129 ("School District").

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

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

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

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2. Program Services:
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9. Indemnification and Waiver:
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- Each party agrees to indemnify, defend, and hold harmless the other party and its Board members, employees, volunteers, and agents, against and from any Loss to the extent the Loss arises out of the acts or omissions of the indemnifying party.
- In addition, notwithstanding any other provision of this Agreement, the School District specifically agrees to indemnify, defend, and hold harmless SASED and its Board members, employees, volunteers, and agents, against and from any Loss to the extent the Loss is based upon or arises out of claims relating to the placement, FAPE, or alleged procedural requirements applicable to any School District Student placed in a SASED Program.
- Moreover, the School District waives any and all claims it may have against SASED (or SASED's Board members, employees, volunteers, or agents) relating to the Program or the services provided to the Student by SASED.
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For School District: Dr. Jeff Craig, Superintendent
West Aurora SD 129
1877 W. Downer Place
Aurora, IL 60506

For SASED: Dr. Jimmy Gunnell
~~Dr. Melinda McGuffie~~, Executive Director
School Association for Special Education in DuPage County
2900 Ogden Ave
Lisle, Illinois 60532

16. Authority: The individuals executing this Agreement represent and warrant that they have full power and lawful authority to execute this Agreement on behalf of and in the name of their respective parties.
17. Severability: If any provision of this Agreement shall be found to be invalid or unenforceable, such finding shall in no way affect, impair or invalidate any other provision, and such other provisions shall remain in full force and effect. Moreover, no provision of this Agreement shall be construed as contrary to law when it is possible to find an alternate construction that is consistent with the law and with the parties' overall intent.
18. Complete Understanding: This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or agreements regarding the subject matter herein.
19. Waiver: No waiver of any default of a party hereunder shall be implied from omission by a party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.
20. Amendments: No change or modification to this Agreement shall be valid unless it is in writing and signed by both parties.

Student Name: Student A

SASED Program: DIRECTIONS

Program Location: Southeast School

Estimated Annual Program Tuition: \$ 44,495.00

Estimated Extended School Year Tuition: \$ 935.00

Program Start Date: 8/17/2023

Program End Date: 5/24/2024

Student Start Date: 8/17/2023

Address of School: 6S331 Cornwall Road, Naperville, IL 60540

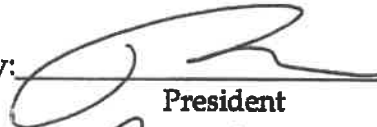
IN WITNESS WHEREOF, SASED and the School District have caused this Agreement to be executed on the date(s) set forth below.

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

By: _____ Date: _____
Chairperson

Attest: _____ Date: _____
Secretary

BOARD OF EDUCATION OF [SCHOOL DISTRICT]

By:  _____ Date: _____
President

Attest:  _____ Date: _____
Secretary

My Workplace

Confirmation

Employee/Client	Reservation:	369248
Amber McClatchey-Wilson	Event Name:	SASED
SASED	Status:	Confirmed
2900 Ogden Ave	Phone:	(630) 955 - 8117
Lisle, IL 60532	Email Address:	amcclatcheywilson@sased.org
	Event Type:	Meeting
	Profit Center:	001
	Event Coordinator:	Ruthanne Schroeder
	Estimated Attendance:	0
	Actual Attendance:	0

Bookings / Details	Quantity	Price	Amount

Below are the details of your request.

Please read all terms below, reservation is tentative pending the return of this signed agreement.

If you have any questions, please feel free to contact Maria Ruiz at 630.271.2115 /ruiz-maria @aramark.com, Ruthanne Schroeder at 630.271.2077/schroeder-ruthanne@aramark.com

Payment Terms:

Contract must be submitted to secure reservation. Full payment is due 15 days after close of event.

Card Type: _____ CCV: _____

Credit Card Number: _____ Exp. date: _____

Cardholder's Name: _____

Cardholder's Signature: _____

Billing Address: _____

Invoicing: Please make checks payable to Aramark

**Note: Late fee will apply after 15 at %*

Cancellation Policy: Cancellation Policy: A cancellation fee of 50% of the total confirmation price will be applied if canceled more than 10 days prior to event. If canceled less than 10 days zero refund

Wi-Fi Policy: Free Wi-Fi is available to all guests. Due to your company's internet securities policies, connectivity maybe limited. We strongly suggest you visit the conference center for testing prior to your event.

AV Policy: Outside Audio Visual equipment is prohibited. Staff are fully trained and versed with the operation of Aramark equipment. Equipment is meticulously checked and maintained. Aramark is not responsible for any Client equipment or possessions.

Food Policy: Outside food and Beverages are strictly prohibited. A surcharge of \$10.00 per person will be applied to your invoice in the event the policy is not adhered too.

Additional charges outside Normal Business Hours:

Normal business hours are from 7:00am - 6:00pm. An additional charge of \$225.00 per hour will applied to your invoice for Security services, and HVAC outside of normal operating hours.

The undersigned represents that they are authorized to sign and enter this contract. This contract is considered tentative pending the return of this signed agreement.

Signature



Date:

8/1/23

Print name: MATTHEW LAYTON

Title: DIR - PROGRAMS

Thursday, August 10, 2023**10:00 AM - 4:00 PM SASED (Confirmed) TRAINING ROOM 1**

Classroom Style for 65

Room Charge:

1

\$650.00

\$650.00

Downers Grove Audio Visual:

LCD Projector (Data and Video)

1

\$100.00

\$100.00

Subtotal

\$750.00

Grand Total

\$750.00

drammark

CATERING MENU

HORS D'OEUVRES

Cheese & Veggie Tray (serves 40) - \$53.75
Fresh Fruit Tray
Small (serves 25) - \$42.25
Large (serves 50) - \$62.25
Relish Tray (serves 40) - \$38.50
Antipasto Tray - \$5.25/per person

DESSERTS

Assorted Cookies (2pcs) - \$1.75/per person
Brownies - \$1.75/each

BREAKFAST BUFFETS

Hearty American Breakfast - \$14.00/per person
Scrambled Egg Bake, Pork Sausage, Breakfast Potatoes, Brioche
Breakfast Rolls, and your choice of Bacon or Sliced Ham

Continental Breakfast - \$12.00/per person
Assorted Sweet Rolls, Bagels, Muffins, Donuts, Fresh Fruit, Jelly, and
Cream Cheese

Breakfast Sandwiches - \$8.50/each
(individually wrapped)
Ham, Egg & Cheese; Sausage, Egg, and Cheese; Bacon, Egg, and Cheese
*Includes Large Muffin & Seasonal Whole Fruit

369248

LUNCH BUFFETS

Package #1 Traditional - \$13.45/per person
Deep Fried Chicken and Italian Sausage in Marinara with your choice of 2 salads (includes French Bread)

Package #2 Hawaiian Luau - \$15.45/per person
Glazed Ham with Pineapple, Polynesian BBQ Chicken, Luau Baked Beans, Candied Sweet Potatoes, Hawaiian Salad with Marshmallows (includes your choice of Rye Bread or Hawaiian Rolls)

Package #3 Western Ho Down - \$12.50/per person
Your choice of Deep-Fried Chicken or BBQ Chicken, Santa Fe Baked Beans, Cut Corn, Creamy Coleslaw Add BBQ Beef - \$5/per person (includes Dinner Rolls)

Package #4 Fiesta Mexicana - \$14.45/per person
Seasoned Ground Beef, Chicken Fajitas, Spanish Rice, Refried Beans, Corn & Flour Tortillas, Condiment Add Steak - \$3/per person Add Tamales - \$3.25/each

Package #5 Pasta - \$11.50/per person
Your choice of Spaghetti or Baked Mostaccioli, Green Bean Almondine, Tossed Garden Salad Add Lasagna or Ravioli - \$4/per person (includes Garlic Bread)

Package #6 Cold Cut Sandwiches - \$14.00/per person (boxed); \$15.75/per person (buffet)
Boxed Sandwich Lunch: your choice of sandwich, fresh fruit medley, Rotini Pasta Salad, Cookies
Buffet Style: Assorted Italian and American Meats, Assorted Cheese Slices, Assorted Bread, Relishes, Condiments
Add Chips \$1.00/per person

BEVERAGES

Canned Soda - \$1.00
Bottled Water - \$1.00
Hot Coffee/Tea Stations - \$95.00 (100 servings)

SALAD OPTIONS

American Style Potato Salad
Creamy Coleslaw
Macaroni Salad
Rotini Pasta Salad
Tossed Garden Salad

63

assorted 63.00



NORTHERN ILLINOIS UNIVERSITY

Conference and Event Services

Facilities Use Agreement

NIU Naperville

Northern Illinois University
1120 E. Diehl Road, Naperville IL, 60563
Phone: 630-577-9101 Fax: 815-753-8989

This Facilities Use Agreement ("Agreement") is made and entered into as of the date of last signature below ("Effective Date") between the Board of Trustees of Northern Illinois University, located in DeKalb, Illinois 60115 ("NIU" or "University") and **SASED** ("Client"). Client desires to use certain facilities on the Northern Illinois University campus as specified in Section 1 below (the "Facilities"), and NIU desires to grant Client the right to use such Facilities upon and subject to the provisions set forth herein.

1. Facilities

Client may use the Facilities for the following, and for no other, purpose (the "Event"):

The Event name shall be posted as: **SASED Spring Institute 2024**

Client information:

Address: 2900 Ogden Ave Lisle, IL 60532

Phone: (630) 778-4500

Email: cmartin@sased.org

Fax: (630) 778-0196

Main Contact: Christine Martin

On-site Contact:

Event and Facilities details:

Planned Attendance: 384

Start Date	Start Time	End Time	Room	Room Rental Fee	Event	Setup
Feb 29, 2024	5:00PM	7:00PM	Atrium	0.00	Client setup	Planner Defined
Feb 29, 2024	5:00PM	7:00PM	Special Events Room 101A/B/C	0.00	Client setup	Rounds
Mar 01, 2024	7:00AM	5:00PM	Special Events Room 101A/B/C	1730.00	Meeting	Rounds
Mar 01, 2024	7:00AM	1:00PM	Atrium	0.00	Registration & Food Service	Planner Defined
Mar 01, 2024	7:00AM	5:00PM	Auditorium	675.00	Breakout	Theater Seating
Mar 01, 2024	8:00AM	5:00PM	Tiered Classroom 260	300.00	Breakout	Classroom

Mar 01, 2024	8:00AM	5:00PM	Tiered Classroom 261	300.00	Breakout	Classroom
Mar 01, 2024	8:00AM	5:00PM	Tiered Classroom 265	300.00	Breakout	Classroom
Mar 01, 2024	8:00AM	5:00PM	Tiered Classroom 266	300.00	Breakout	Classroom
Mar 01, 2024	11:00AM	5:00PM	Room 251F	85.00	Breakout	Conference

Estimated Charges

Total Room

Rental: \$3690.00

Catering

Package: \$

Catering

Tax: \$

Identification Number

Client's **Federal Employment Identification Number/NIU cost center number** is 36-2919494 1010390

Special Arrangements

The parties agree to the following additional special arrangements:

2. Charges and Payment

As consideration for use of the Facilities under this Agreement, Client shall pay NIU the room rental fees and any related charges incurred in connection with the Event as invoiced. All fees and charges are payable to NIU no later than thirty (30) days after receipt of NIU's invoice, including without limitation, charges subsequently assessed against Client, if any, for damage, repair, cleanup or other expenses.

In addition to the room rental fees, Client is responsible for paying for the use of additional rooms not specified in this Agreement, continued room usage past the time specified in this Agreement and the use of additional services not originally specified in this Agreement. Additional services include, but are not limited to, catering, audiovisual, security, parking and extra utilities ("Additional Services or Equipment"). Final requests for any Additional Services or Equipment must be made in writing at least seven (7) business days prior to the Event. Failure to do so may result in a \$100 rush charge.

3. Food and Beverage

- A. Client may separately purchase food and beverage services from NIU catering services at an additional charge. Due to governmental health codes and liability risks, Client is prohibited from bringing in or removing food or beverages from the Facilities, unless otherwise expressly agreed in this Agreement. Client may elect to hire NIU catering services in lieu of Residence Hall dine-in food packages if Residence Hall accommodations are contracted for under this Agreement.
- B. Subject to Client's compliance with the Northern Illinois University Alcoholic Beverage Policy and applicable State of Illinois and city/municipal laws and regulations, alcohol may be served at the Event.
- C. Client must confirm the guaranteed food and beverage count for the Event no later than seven (7) business days prior to the first date of use of the Facilities. Catering charges will be calculated on the guaranteed number or the actual number attending, whichever is greater.

4. Alteration and Damage

- A. Immediately following the Event, Client shall return the Facilities to NIU in substantially the same condition (ordinary wear and tear exempted) as when received and shall

reimburse NIU for any and all costs, expenses, charges or fees incurred in the repair or replacement of damage to the Facilities to the extent attributable to Client, its employees, subcontractors, agents, invitees, guests or attendees. Client is responsible for charges incurred for special cleanup. Repairs and/or replacement for any damages to the Facility and/or any NIU equipment will be charged to the Client and such charges shall not exceed actual repair or replacement costs.

- B. Client shall not use screws, nails, tacks, hooks, pins, tape or other adhesives to affix decorations or other items to the Facilities or its fixtures, furniture or equipment or otherwise modify or alter University property without receiving prior written permission. Further, Client shall not use (i) any smoke or fog machines; (ii) any open flames (other than dripless candles); or (iii) any glitter, confetti, flower petals or rice at the Facilities without receiving prior written permission.

5. Smoking

The NIU campus is designated as a Smoke-Free Campus and smoking in the Facilities is prohibited. Client, its employees, agents, invitees, guests and attendees shall not smoke at any time on campus property.

6. Cancellation/Termination of Agreement by Client

Client must provide any cancellation or termination of this Agreement to NIU in writing. In the event of cancellation or termination, the charges below shall apply. If the Event or any portion thereof is cancelled or terminated:

- **14 or more calendar days before the Event**, no room rental or catering charges shall be due to NIU from Client.
- **13 – 7 calendar days before the Event**, fifty percent (50%) of the room rental charge shall be due to NIU from Client.
- **0 – 6 calendar days before the Event**, one hundred percent (100%) of the room rental charge and catering charges shall be due to NIU from Client.

Client acknowledges that cancellation or termination of this Agreement partially or fully would constitute a breach of Client's obligation to NIU and NIU would be harmed. The amounts set forth above for cancellations/terminations thirteen calendar days or less before the Event shall be due from Client to NIU as a cancellation fee and are deemed by the parties as a full and fair amount of liquidated damages and not an unfair penalty.

7. Housing Accommodations

If Client contracts for University housing accommodations in connection with the Event, the terms related to such housing arrangements shall be set forth in a Housing Accommodations Exhibit attached to this Agreement and incorporated herein by reference.

8. Room Assignments

NIU reserves the right to change room assignments in the Facilities from a room originally shown or discussed. Rooms are assigned on the basis of expected attendance. NIU reserves the right to change room assignments based on the final guarantee.

9. Liability and Indemnification

- A. Client acknowledges and agrees that Client is responsible and liable for the actions, omissions and conduct of itself, its employees, agents, invitees and guests in accordance with the terms and conditions of this Agreement.

- B. Client acknowledges and agrees that Client has inspected the Facilities and deems the Facilities to be satisfactory for the Event and further acknowledges and agrees that **THE FACILITIES SHALL BE DELIVERED BY NIU TO CLIENT "AS IS," "WHERE IS," "WITH ANY AND ALL FAULTS" AND WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE ABSENCE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NIU, ITS BOARD OF TRUSTEES, DEPARTMENTS, ADMINISTRATIVE UNITS, COOPERATING STUDENT ORGANIZATIONS AND THEIR RESPECTIVE OFFICERS, EMPLOYEES AND AGENTS DISCLAIM AND ARE HEREBY RELEASED FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION FOR ANY PERSONAL PROPERTY DAMAGE OR LOSS, PERSONAL MEDICAL OR HOSPITAL COSTS, PERSONAL ILLNESS OR BODILY INJURY, INCLUDING PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR DEATH, PERSONAL ECONOMIC IMPAIRMENT, AND FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITIES THEREOF AND WHETHER OR NOT FORESEEABLE.**
- C. Client further agrees to indemnify, defend and hold harmless NIU, its trustees, agents and employees, against all claims, demands, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees and legal expenses) arising out of or in connection with Client's or any of its agents', contractors', employees', guests' or invitees' ("Indemnifying Parties"): (i) use or occupancy of the Facilities; (ii) loss, injury, death or damage to persons or the Facilities on or about the Facilities by reason of any negligence or willful misconduct of the Indemnifying Parties; or (iii) breach or default in the performance of the Agreement by the Indemnifying Parties.

10. Insurance

The terms related to any insurance requirements under this Agreement shall be set forth in an Insurance Exhibit attached to this Agreement and incorporated herein by reference.

11. Use of University Name and Marks; Signage

Client shall not issue any press release or other public announcement relating to the Agreement or the activities contemplated by the Agreement or use NIU's name, logos, marks or any other trade designations (including, but not limited to, on its website, in printed materials or in any other manner) or any other NIU intellectual property without the prior written approval of NIU, which approval may be withheld for any reason. Client shall not erect any signs, banners or displays in or about the Facilities without the prior written approval of NIU.

12. Safety

Client, its employees, agents, invitees and guests shall not bring any weapons onto the NIU campus (including "concealed carry" firearms), per Illinois law. If NIU in its sole but reasonable discretion determines that public or participant safety is threatened or in danger, it may call upon security personnel to assist (whether police or a third party security agency).

13. State and University Laws, Regulations, Policies and Rules

- A. The laws of the State of Illinois shall apply to the Agreement without regard to its conflict of laws principles.
- B. Client, its employees, agents, invitees, guests and attendees shall comply with all applicable laws and regulations and applicable NIU policies and procedures, which policies may be amended at NIU's sole discretion.

C. Client alone is responsible for procuring any applicable governmental permits or approvals for its Event, activities or use of the Facilities.

14. Force Majeure

NIU will notify Client if the Facilities may not be used due to health and safety guidelines and/or mandates, and NIU reserves the right to make modifications, if and when necessary, to the Event set up based on such guidelines and/or mandates. In the event of unsafe circumstances or if use of the Facilities is restricted for health or safety reasons, the Event can be postponed to a mutually agreed upon later date, no more than one (1) year after the original date, provided use of the Facilities on such rescheduled date is deemed acceptable by local authorities and NIU. Neither party will be liable for, or be considered to be in breach of or default under the Agreement as a result of any cause or condition beyond such party's reasonable control ("Force Majeure") including, but not limited to government actions (such as facilities being taken for public use), national emergencies, fire, flood or other catastrophe, acts of God, pandemic, epidemic or other public health emergency, terrorism, insurrection, war, riots, failure of transportation or power supply outage. NIU shall not have any liability on account of the unavailability of the Facilities for the Force Majeure, but shall return, in full, all security deposits provided by the Client and refund any prepaid but unused portion of fees. For clarity, NIU will not return any security deposits for events that are postponed but are subsequently not held within one (1) year after the original date. NIU alone is entitled to any insurance proceeds or sums paid or payable as damages or compensation on account of any such Force Majeure, and no part thereof shall accrue or be payable to Client.

15. Termination of Agreement by NIU

University may terminate this Agreement or any part hereof upon written notice to Client in the event University reasonably determines that it is unable to perform its obligations in the interest of health and welfare, and/or in the best interest of University.

16. Americans with Disabilities Act

Events held at NIU must comply with the Americans with Disabilities Act ("ADA") and be accessible to persons with disabilities. Client is responsible for receiving requests for accommodations and for the costs of disability accommodations, to the extent allowed by law. Prior notification to NIU is required if accessibility assistance from University is needed in connection with the Event. The amount of advance notice to University required for accessibility assistance and the associated cancellation time frame and fees are contingent upon the type of accommodation requested by Client. If applicable, Client shall confirm the applicable time frames and cancellation fees with NIU.

17. Assignment; Relationship of the Parties; Waiver

Client may not assign its rights under this Agreement or allow any other person or entity to use or occupy any of the Facilities without the prior written consent of NIU. This Agreement does not create an agency, partnership or joint venture relationship between the parties. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

18. Electronic Transmission; Counterparts

The parties agree that a signature transmitted to the other party by electronic transmission shall be effective to bind the party whose signature was transmitted. The parties further agree that any xerographically or electronically reproduced copy of this fully executed agreement shall have the

same legal force and effect as any copy bearing original signatures of the parties. [This Agreement](#) may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. Notices

Service of all notices required or permitted under this Agreement shall be sent to Client at the address set forth in Section 1 above and to University at Northern Illinois University, Outreach Conferencing, Division of Outreach, Engagement, and Regional Development, 1120 East Diehl, Naperville, Illinois 60563, Attn: Director of Institutional Conferencing, or to any other address which a party specifies by giving notice in accordance with this section. Notices are effective upon receipt and the sender has the burden of proving receipt.

20. Nondiscrimination

Client shall not discriminate in connection with this Agreement or the use of the Facilities based on race, color, national origin, ancestry, sex, pregnancy, religion, age, physical and/or mental disability, marital status, veteran/military status, sexual orientation, gender identity, gender expression, political affiliation, order of protection status, victim of domestic or sexual violence status, citizenship status, arrest record in employment/personnel matters, genetic information, and/or other protected categories in compliance with applicable federal and state statutes, regulations and orders pertaining to nondiscrimination, equal opportunity and affirmative action that violate NIU policy.

21. Authority; Authorization; Amendment; Enforceability

This Agreement, together with any attached exhibits, which are incorporated by this reference, constitute the entire agreement of the parties, and supersedes the parties' prior agreements, understandings and discussions relating to the subject matter of the Agreement. Once signed by representatives of both parties below, the Agreement is a binding contract between the Client and NIU to rent facility space and purchase services in accordance with the terms of the Agreement. This Agreement may not be modified or amended except by written instrument signed by authorized representatives of both parties. The provisions of the Agreement which by their nature should survive termination or expiration of this Agreement shall so survive, including but not limited to indemnification, limitations of liability and payment obligations. To the extent there is a conflict between the terms in this Agreement and any attached exhibits, the terms in this Agreement shall govern. The individual signing below on behalf of Client hereby represents and warrants that (i) he or she is duly authorized to execute and deliver this Agreement on behalf of Client and (ii) this Agreement is binding upon Client in accordance with its terms.

**Board of Trustees of
Northern Illinois University**

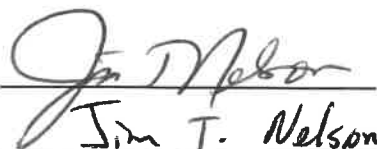
Signature: _____

Name: _____

Title: _____

Date: _____

Client

Signature: 

Name: Jim T. Nelson

Title: Executive Director SASEP

Date: 7-20-2023

Insurance Exhibit

This Insurance Exhibit ("Insurance Exhibit") is an exhibit to the Facilities Use Agreement between University and Client related to the Event described therein, which is hereby incorporated by reference. All capitalized terms which are not defined herein shall have the same meanings set forth in the Agreement.

1. Client will insure its activities in connection with the Event and obtain comprehensive commercial general liability insurance with minimum policy limits of \$1 million per occurrence and \$2 million in the aggregate. Said coverage shall include bodily injury and third party property damage and shall name the Board of Trustees of Northern Illinois University as an additional insured. Any policies shall be written with carriers acceptable to NIU and shall apply on a primary and non-contributory basis with respect to policies held by NIU. Any performers, vendors, or other individuals working on behalf of Client in connection with the Event shall maintain insurance which meets the requirements in this section. Should a third party not be able to meet these requirements, Client shall not permit services to be rendered at the Event.
2. Where applicable, Client and its vendors must adhere to the Illinois Workers' Compensation Act and provide employees with appropriate coverage in accordance with state law.
3. A certificate of insurance evidencing the required coverages shall be delivered to NIU no later than thirty (30) days prior to the Event date.



3003 Corporate West Drive Lisle, Illinois 60532
Phone 630-505-0900 Sales Fax 630-505-8948

HOTEL AGREEMENT

Initial Date: Monday, March 13, 2023

Res ID:

Function Date: **Thursday, February 29, 2024 to Friday, March 1, 2024**

Catering Manager: **Cynthia Schwartz**

Sales Manager: **Cynthia Schwartz**

The following represents an agreement between DoubleTree by Hilton Lisle Naperville and **SASED** outlines specific conditions and services to be provided.

ORGANIZATION: SASED

CONTACT: Amber McClatchey-Wilson

TITLE:

ADDRESS: 2900 Ogden Avenue
Lisle, IL 60532

FUNCTION: SASED Spring Institute

CONTACT PHONE: (630) 955-8117

CONTACT FAX:

CONTACT EMAIL: amcclatcheywilson@sased.org

FUNCTION BILLING ARRANGEMENTS

Direct Bill No: S148

Tax Exempt T/F: with current form on file

FUNCTION SPACE ARRANGEMENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Thu, 02/29/24	12:00 PM - 11:59 PM	Office	Arbor			
Fri, 03/01/24	12:00 AM - 2:00 PM	Office	Arbor			
	7:30 AM - 8:30 AM	Continental Breakfast	Arbor Foyer		300	
	7:30 AM - 8:30 AM	Continental Breakfast	Atrium			
	7:30 AM - 1:30 PM	Registration	Atrium			
	8:00 AM - 10:30 AM	Breakout	Majestic Ballroom	Classroom	100	\$200.00
	8:00 AM - 10:30 AM	Breakout	Regency Ballroom	Classroom	100	\$400.00
	10:30 AM - 11:00 AM	Break AM	Arbor Foyer			
	10:30 AM - 11:00 AM	Break AM	Atrium		300	
	11:00 AM - 1:30 PM	Breakout	Regency Ballroom	Classroom	120	
	11:00 AM - 1:30 PM	Breakout	Majestic Ballroom	Classroom	100	
	11:00 AM - 4:00 PM	Meeting	Lisle Executive Boardroom	Conference/Boardroom	6	

PROVISIONS

1. A 7% state tax is added to all Food & Beverage items. In addition a 23% service charge will be added to food and beverage items, audio-visual prices, and meeting room rental. *The Service Charge is the property of the hotel to cover discretionary costs of the event, a portion of which may be distributed to certain food and beverage service employees. Such Charge is*

Client Initials: _____

SASED
02/29/24



DOUBLETREE
by Hilton™
LISLE NAPERVILLE

3003 Corporate West Drive Lisle, Illinois 60532
Phone 630-505-0900 Sales Fax 630-505-8948

HOTEL AGREEMENT

not a tip or gratuity. Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of the Hotel. Any and all taxes, services fee and administrative fees are subject to change.

2. This agreement may be terminated by Client only upon written notification received by Hotel before **07/10/2023**, and by Hotel in accordance with Terms and Conditions. In the event of any conflict between this Hotel Agreement, the Terms and Conditions, the Banquet Event Order or any other documents related hereto or thereto, this Hotel Agreement shall control. Failure of Client to notify Hotel in writing prior to the Cancellation Date will result in a cancellation fee of \$6,000.00.
3. The minimum for which the client will be charged in food & beverage revenue is \$6,000.00, plus applicable tax and service fee.
4. A/V equipment & services are available through the hotel. Any group choosing to supply their own equipment must have prior approval from the Hotel. If approved, the client must provide a Certificate of Insurance 14 days prior to the event date. A service charge will be assessed.
5. Direct Bill invoices are due upon receipt.
6. THIS AGREEMENT IS SUBJECT TO THE ATTACHED DOUBLETREE LISLE NAPERVILLE HOTEL TERMS AND CONDITIONS, THE BANQUET EVENT ORDER, IF ANY, AND THOSE DOCUMENTS OR PAPERS REFERRED TO IN THE ACCOMPANYING CONFIRMATION LETTER (IF ANY).

ACCEPTANCE

Please review Hotel Agreement, as well as the Terms and Conditions, indicate acceptance by signing both copies and returning both to Hotel. If agreement is not signed by **07/10/2023** all rooms and space referred to herein will be released and neither party will have any further obligations indicated in this agreement. Upon receipt, Hotel representative will sign each and return the appropriate copy, thus constituting a full agreement.

Organization: **SASED**

Hotel: **DoubleTree by Hilton Lisle Naperville**

Name: ~~Amber McClatchey-Wilson~~

Jim Nelson
Executive Director

Name: **Cynthia Schwartz/ Catering Sales Manager**

Authorized

Signature: _____

Date: _____

[Signature]
7-26-23

Signature: _____

Date: _____

Client Initials: _____

SASED
12/29/24

[Signature]

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between The School Association for Special Education in DuPage County ("SASED"), and ASL Aspire ("Contractor") (collectively referred to as "the Parties").

The Parties agree as follows:

1. **SERVICES.** SASED shall engage Contractor to provide the following services as agreed to by SASED and Contractor Appendix A
2. **TERM.** Contractor shall provide services to SASED pursuant to this Agreement during the period from July 24, 2023 ("Agreement Term").
3. **COMPENSATION.** In exchange for the services provided pursuant to Paragraph 1, SASED shall pay Contractor for services as outlined in Appendix A of this agreement. Contractor must submit 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. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Unless otherwise stated in this Agreement, Contractor is not entitled to any of the benefits normally provided to employees of SASED.
6. **CONFIDENTIALITY.** Contractor acknowledges that she/he may have access to information that constitutes "school student records" as defined in the *Illinois School Student Records Act* (105 ILCS 10/1, et seq.) and/or "education records" as defined in the *Family Educational Rights and Privacy Act* ("FERPA," 20 U.S.C. §1232g) and/or "personally identifiable information" as defined in FERPA's implementing regulations (34 CFR §99.3), which information is collectively referred to as "Student Data." With regard to Student Data, Contractor certifies that she/he will comply with all applicable laws, regulations and SASED policies relating to confidentiality, privacy, disclosure and data security. At the conclusion of the Agreement Term, Contractor agrees to return all Student Data to SASED.
7. **OTHER RULES AND POLICIES.** Contractor agrees to abide by any other rules, policies, and procedures as communicated by SASED.

- 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 SASSED, is deemed detrimental to the best interests of SASSED.

- 9. RETURN OF PROPERTY.** Upon termination or completion of the Agreement Term, Contractor will promptly return to SASSED all property belonging to SASSED, 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 SASED 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:

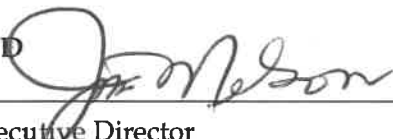
For Contractor: ASL Aspire
1917 Maynard Drive
Champaign, IL, 61822

For SASED: Dr. Jimmy Gunnell, Interim Executive Director
Mr. Jim Nelson, Interim 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.

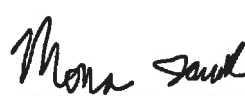
18. **BOARD APPROVAL.** This Agreement is subject to the approval of the SASED Board of Directors.

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

SASED
By:  Date: 7-20-23
Executive Director

By: N/A Date: _____
Executive Director

By:  Date: 7-20-23
Director of Business Operations

Contractor
 Date: 07/19/2023

**Independent Contractor Agreement – Professional Development
Appendix A**

Contractor/Consultant: ASL Aspire

Address: 1917 Maynard Drive, Champaign, IL, 61822

Email Address: asl.aspire.app@gmail.com

Phone #: (217) 649 - 7714

I agree to enter into a contract with SASED in return for a payment in the amount of \$200 for the following services: **A total of 3__hours of professional development for SASED ESY students. These sessions will take place at the following date(s), time, place:**

- **Date:** July 24, 2023
- **Time:** 8:30AM - 11:30AM
- **Location:** Salt Creek Primary School, School District #48, Elmhurst, IL

Estimated expenses for travel, meals (meals up to \$50.00 per day), etc. \$

Lodging requested: __Yes ☒No

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

Would you be willing to have participants contact you electronically after your presentation with follow up questions (e.g., listserv; email)? ☒Yes __No

Agreements:

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

I agree to have handouts available electronically on the SASED website.

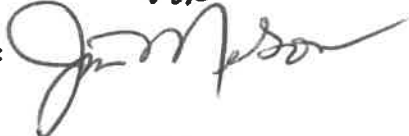
I understand that I must submit an invoice including the appropriate purchase order number to SASED in order to initiate payment of this contract, and I understand **payment will be made only after Board approval.**

Contractor/Consultant Signature:



Date: 07/19/2023

SASED Admin Signature:



Date: 7-20-2023

Account Code: 10E000 1207 3100 01 134203

PO Number:

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by and between The School Association for Special Education in DuPage County ("SASED"), and Creative Exchange ("Contractor") (collectively referred to as "the Parties").

The Parties agree as follows:

1. SERVICES. SASED shall engage Contractor to provide the following service:
 - a. To provide supplies (paper, pens, stickers, etc. and equipment (guitar, rhythm instruments, tape recorders, etc).
 - b. To develop programs and procedures for students.
 - c. To provide direct service to students on a regular basis.
 - d. To regularly report progress to staff.
 - e. To consult with treatment team members as requested.
 - f. To perform all services in accordance with the Music Therapy code of ethics and maintain necessary certification and registration in the state of Illinois.

Contractor shall provide services pursuant to an agreed schedule. Contractor is responsible for obtaining approval for scheduled services prior to providing services.

2. TERM. Contractor shall provide services to SASED pursuant to this Agreement during the period from August 19, 2023 to June 1, 2024, unless otherwise agreed to by the parties in writing. ("Agreement Term").

3. COMPENSATION. In exchange for approved services provided pursuant to Paragraph 1, SASED shall pay Contractor \$75.00 per direct service hour for 17.5 hours a week for approximately 34 weeks. 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. Nothing in this Agreement shall be construed to create the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Unless otherwise stated in this Agreement, Contractor is not entitled to any of the benefits normally provided to employees of SASED.

6. RECORDS AND CONFIDENTIALITY. Contractor acknowledges that for purposes of implementing this Agreement and providing services under this Agreement, she/he may have access to information that constitutes "school student records" as defined in the *Illinois School*

Student Records Act (105 ILCS10/1, 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, use, redisclosure and data security.

All school student records maintained by SASED that are used by the Contractor in connection with the provision of services under this Agreement shall be and remain the property of SASED. The parties acknowledge and agree that all records and documents prepared pursuant or related to this Agreement are the property of SASED, although Contractor may retain temporary physical possession of them for the convenience of SASED. SASED has the unrestricted authority to request, access, use, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared by Contractor under this Agreement. Any record (personally identifiable to a student) that Contractor delivers to or prepares for SASED under this Agreement is a student record, subject to all confidentiality protections under the Federal Educational Rights and Privacy Act and the Illinois School Student Records Act. At the conclusion of the Agreement Term, Contractor agrees to return all Student Data to SASED.

7. CRIMINAL BACKGROUND CHECK. Any Contractor employees who provide services to SASED students under this Agreement shall be subject to a criminal background check as required by the Illinois School Code.

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

9. TERMINATION. Either party may terminate this Agreement for any reason, at any time, by written notice delivered to the other party not less than ten (10) days prior to the termination date. The Contractor will be entitled to recover any outstanding compensation earned as of the date of receipt of written notification from SASED of its termination of this Agreement.

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

11. 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.

12. NON-DISCRIMINATION. Contractor agrees that she/he shall not discriminate in the performance of this Agreement against any individual on the basis of an individual's actual or perceived race, color, creed, religion, national origin, sex, gender identity, sexual orientation, age, disability or any other status protected by law in its programs and/ or activities.

13. INSURANCE. During the term of this Agreement, Contractor 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. The insurance shall include a provision for Sexual Abuse and Molestation coverage in the amount of one million dollars (\$1,000,000) per occurrence/aggregate.

Auto Liability insurance coverage in the amount of one million dollars (\$1,000,000) Combined Single Limit if autos are used during SASSED business.

Workers Compensation/Employers' Liability insurance with statutory coverage with \$100,000 Accident, \$500,000 Disease Policy and \$100,000 Disease Per Employee.

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.

14. LIABILITY. Contractor agrees to indemnify and hold harmless SASSED, its officers, 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.

15. 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.

16. 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.

17. 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.

18. 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: Craig Christiansen, MT-BC
Creative Exchange Music Therapy
1942 Suffolk Avenue
Westchester, Illinois 60154

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

19. 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.

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

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

SASED

By: _____
Executive Director

Date: _____

By: _____
Director of Business

Date: _____

Contractor

By: Craig Christiansen

Date: 8-10-23



OUT-OF-STATE-TRAVEL
FY __24__

NAME OF TRAVELER: Ann Kremer

NAME OF COOP/DIST: Early CHOICES

RCDT #: 19-022-8030-60

POSITION: Project Director

DATES OF TRAVEL: November 28- December 1 2023

FUNDING SOURCE: PART B FT PART B PS

GRANT RECIPIENT: _____

NAME OF CONFERENCE: DEC 39th Annual International Conference on Young Children with Disabilities and their Families <https://www.deconference.org/>

LOCATION: Minneapolis MN

PURPOSE: Presenting on our Inclusion in Community Based Programs in Early Childhood

ANTICIPATED COSTS: _____

TRANSPORTATION: Flight \$350, Ground transport \$100,

LODGING: \$580

MEALS: \$32 x 4 days 128

OTHER EXPENSES: _____

CONFERENCE REGISTRATION FEE: 560

SUBSTITUTES: _____

TOTAL: \$1718

AMOUNT OF GRANT FUNDS REQUESTED: _____

PROGRAM DIRECTOR/SUPERVISOR: _____

DIRECTOR OF SPECIAL EDUCATION: *John T. Nelson* 7-20-2023

ISBE GRANT COORDINATOR: _____

Please include detail information per conference/program announcement, registration form, and/or brochure.

SASED
2900 Ogden Ave.
Lisle, IL 60532

MEETING/CONFERENCE ATTENDANCE REQUEST FORM

Name: Ann Kremer

Date of Request: 7/12/23

Work Site: Early CHOICES

Title and Relevance – Primary Purpose: _____

Dates of Meeting: 11/28/23 to _____ Location: Minneapolis

Substitute Required? ☐ Yes ☒ No

Reason for Attendance:

- ☐ Program Committee/Conference Leader ☐ Requested by SASED
☐ Presentation ☐ Professional Development

[https://web.cvent.com/event/28169f7b-7077-41f7-a422-](https://web.cvent.com/event/28169f7b-7077-41f7-a422-2f35a1da9e33/websitePage:65ee2dc4-7024-4db7-a87c-c2157a184ec9?rp=3b473620-db27-4dd2-82ee-b85906ac3bda)

[2f35a1da9e33/websitePage:65ee2dc4-7024-4db7-a87c-c2157a184ec9?rp=3b473620-db27-4dd2-82ee-b85906ac3bda](https://web.cvent.com/event/28169f7b-7077-41f7-a422-2f35a1da9e33/websitePage:65ee2dc4-7024-4db7-a87c-c2157a184ec9?rp=3b473620-db27-4dd2-82ee-b85906ac3bda)

Estimated Expenses:

Registration Fee

\$560

Check one:

- ☐ SASED Prepayment (**SASED Business Office must receive this form no less than 45 days prior to meeting or staff member will be required to prepay registration fee and submit reimbursement request after conference attendance.**) If acceptable, please prepare a P.O. in lieu of prepayment.

☒ Staff member will pay registration fee.

Travel Expense:

Check one:

- ☐ Mileage @ approved rate \$350
☒ Commercial Travel

Specify: Ground transport \$100

Lodging (3 # of nights 169 plus tax) \$580

Lunch (1 day conferences-max. \$15/day) \$_____

Meals (max. \$50/day)

Overnight stay required for reimbursement. \$128

TOTAL: \$1718

Account Code: _____

Supervisor Signature: _____

Date: _____

Assistant Director/Admin. Approval: _____

Date: _____

AS SOON AS POSSIBLE AFTER CONFERENCE ATTENDANCE: a) This section of the form is to be completed and submitted to the Business Manager; b) The second page is to be completed and submitted to the SASED Assistant Director.

REQUEST FOR REIMBURSEMENT

RECEIPTS REQUIRED

EXPENSES INCURRED:	Registration Fee	\$ _____
	Mileage (# of miles)	\$ _____
	Commercial Travel	\$ _____
	Lodging	\$ _____
	Meals (Overnight stay required)	\$ _____
	Other (specify):	\$ _____

TOTAL: \$0.00

Employee Signature: _____ Date: _____

Business Manager Signature: _____ Date: _____

Copy Distribution: Submit all copies – Original, Employee and Supervisor copies will be returned upon approval. After attending conference, please resubmit Original form for reimbursement.



DIVISION FOR EARLY CHILDHOOD'S 39TH ANNUAL INTERNATIONAL CONFERENCE ON YOUNG CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Attend the premier annual international conference for professionals who work with young children with disabilities and their families. The conference provides professionals in early intervention, early childhood special education, and related fields and family members of young children with disabilities an opportunity to learn, network, and collaborate.

DEC 2023 OFFERS ACCESS TO CUTTING EDGE RESEARCH AND THE MOST RECENT ADVANCES IN PRACTICES

The keynotes, conference sessions, and poster sessions offer the opportunity to learn from experts in the field.

Making the case for support of funding and time off to attend DEC 2023 requires a solid understanding of the benefits. The conference is not only an opportunity for you to gain new insights and strategies, but also an opportunity to connect with others from all over the world who are invested in supporting ALL children through inclusive opportunities.

Design Your Own Personalized Professional Development Experience

- Hundreds of sessions on dozens of topics are presented during the conference, starting with Tuesday's Opening Keynote and ending with Friday afternoon's sessions. For an additional fee, *Early Learning Workshops* are also available.
- Visit www.deconference.org to plan your conference. The full schedule will be published summer 2023.

Instant Community

- The conference includes keynotes designed to stimulate discussion among participants. The keynotes will inspire and renew your commitment to the work and the idea of collaboration.
- You will have time during the conference to network with others who are passionate about the work. Many attendees build relationships at the conference that last a lifetime!



Deep-Dive Early Learning Workshops

- All Early Learning Workshops (ELWs) focus on the critical knowledge and skills you need to support the success of young children, families, and colleagues. Sessions are chosen by peer review so that topics match the needs of professionals in the field! ELWs will take place November 28th. Workshop registration is available for \$75 per workshop OR, if registered by July 3rd, \$50 per workshop!

DEC Conference Attendees include Administrators/Coordinators | Advocates | Association Leaders | Behavior Specialists/Mental Health Professionals | Child Care Providers | Consultants/Trainers/TA Providers | Early Childhood Educators | Early Childhood Special Education Teachers | Early Intervention Practitioners | Elementary Special Education Teachers (5-9) | Family Members | Head Start/Early Head Start Providers | Health Care Providers/Public Health Professionals | Higher Education Faculty Members | Occupational Therapists | Paraprofessionals | Physical Therapists | Policymakers | Psychologists/School Psychologists | Researchers | Service Coordinators | Social Workers | Speech and Language Therapists | State Administrators/Staff | Students | and You!

Age Groups Our Attendees Serve





DIVISION FOR EARLY CHILDHOOD'S 39TH ANNUAL INTERNATIONAL CONFERENCE ON YOUNG CHILDREN WITH DISABILITIES AND THEIR FAMILIES

2023 Conference Registration Rates

Registration Type	Early Bird 1 Ends July 3rd	Early Bird 2 Ends Oct. 3rd	Regular
Professional	\$510	\$560	\$585
With DEC Member Discount	\$445	\$460	\$525
Early Career	\$410	\$460	\$485
With DEC Member Discount	\$345	\$360	\$425
Student	\$360	\$395	\$425
With DEC Member Discount	\$335	\$360	\$410
Practitioner	\$280	\$305	\$320
With DEC Member Discount	\$250	\$255	\$290
Family/Parent*	\$280	\$305	\$320
With DEC Member Discount	\$250	\$255	\$290
One Day Registration	\$200	\$200	\$200

About the Registration Types

DEC Members are current members of CEC and DEC. **Join here to save on registration and more!** Membership starts at \$130 for professionals with discounts for students, families, & more.

Professionals work with young children with disabilities and their families in early intervention, early childhood special education, and related fields.

Early Career professionals are within their first 3 years of work within early intervention, early childhood special education, and related fields.

Students must be currently enrolled in a higher education program for early intervention, early childhood special education, or related fields.

Practitioners are professionals who spend 50% of their time or more working directly with young children with disabilities and their families.

Family Members/Parents of children with disabilities over the age of 8 and who do not work in the fields of EI/ECESE.*

Only Available to Attend One Day of DEC2023? Attend Wed. (11/28), Thurs. (11/29), or Fri. (12/1) for a \$200 Flat Rate

ADDITIONAL DISCOUNTS Discount codes are not stackable. Select the rate and discount code that gives you the most benefit!

***FAMILY WAIVER** Family members with children with disabilities (ages 0-8) qualify for a registration waiver. tinyurl.com/DEC2023familywaiver

GROUP DISCOUNT Groups of 5 or more can receive a 10% discount on full conference registrations. Please email conferencedes@sped.org for your discount code! **NOTE:** Your group's discount code **must** be applied at the time of registration to be used. Group discounts end October 30, 2023.

About Registration

What's included? Full conference registration includes:

- ALL Keynotes (including Tuesday's Opening Keynote)
- ALL Conference Sessions, Poster Sessions, Hot Topic Sessions, and Meetings from Wednesday through Friday
- Access to DEC Celebrates - DEC's 50th Anniversary Celebration & Awards Ceremony
- Access to the Opening Night & Daily DEC Exhibit Hall

What's not included? Full conference registration does not include:

Meals, Hotel Accommodations, Travel Funds, or Early Learning Workshops

DEC 2023 JUSTIFICATION TOOLKIT



of the Council for Exceptional Children

DIVISION FOR EARLY CHILDHOOD 39TH ANNUAL INTERNATIONAL CONFERENCE ON YOUNG CHILDREN WITH DISABILITIES AND THEIR FAMILIES



EXPERIENCE DEC 2023

Let us help support your request to attend the **professional development** opportunity for any professional working in high quality inclusive settings

November 28th - December 1st, 2023 | The Hilton Minneapolis | Minneapolis, Minnesota



DIVISION FOR EARLY CHILDHOOD'S 39TH ANNUAL INTERNATIONAL CONFERENCE ON YOUNG CHILDREN WITH DISABILITIES AND THEIR FAMILIES

DEC 2023 JUSTIFICATION TOOLKIT

Schedule-at-a-Glance*

Tuesday, Nov. 28th	Wednesday, Nov. 29th	Thursday, Nov. 30th	Friday, Dec. 1st
PRE-CONFERENCE 9:00 AM to 4:00 PM - Early Learning Workshops* *Early Learning Workshops are available for an additional fee. Just \$50 for each 3- hour workshop.	8:00 - 9:00 AM - Poster Session & Coffee Hour in the Exhibit Hall 9:15 - 10:45 AM - Keynote 11:00 AM - 12:00 PM 60-Minute Sessions 12:00 - 1:30 PM - Lunch on Your Own 1:30 - 2:30 PM - Federal Panel 2:45 - 5:15 PM - Hot Topics 2:45 - 4:15 PM - 90-Minute sessions 4:30 - 5:30 PM - 60-Minute Sessions 6:00 PM - 7:30 PM - DEC Celebrates: 50th Anniversary	8:00 - 9:00 AM - Poster Session & Coffee Hour in the Exhibit Hall 9:45 AM - 12:15 PM - Hot Topics 9:45 - 10:45 AM - 60-Minute Sessions 11:00 AM - 12:00 PM - 60-Minute Sessions 12:00 - 1:15 PM - Lunch on Your Own 1:15 - 2:15 PM - 60-Minute Sessions 2:30 - 4:00 PM - Keynote 4:15 - 5:15 PM - 60-Minute Sessions 5:30 - 7:00 PM - Families and Professionals Gathering	8:00 - 9:00 AM - Poster Sessions & Coffee Hour in the Exhibit Hall 9:15 - 11:45 AM - Hot Topics 9:15 - 10:15 AM - 60-Minute Sessions 10:30 - 11:30 AM - 60-Minute Sessions 11:30 AM - 12:45 PM - Lunch on Your Own 12:45 - 1:45 PM - 60-Minute Sessions 2:00 - 3:00 PM - 60-Minute Sessions
CONFERENCE REGISTRATION OPEN	CONFERENCE REGISTRATION OPEN 8 AM - 7:30 PM	CONFERENCE REGISTRATION OPEN 8 AM - 7:30 PM	SOLUTIONS DESK OPEN 7:30 AM - 2 PM
EXHIBIT HALL The Exhibit Hall will be open daily with access to DEC sponsors, exhibitors, and space to network!			

*Schedule Subject to Change

Conference Hotel - The Hilton Minneapolis

The Hilton Minneapolis
1001 S Marquette Ave
Minneapolis, MN 55403

Conference Location All keynotes, conference sessions, poster sessions, hot topics, symposia, meetings, Early Learning Workshops, and the exhibit hall will be held under one roof at the Hilton Minneapolis.

How to Make Reservations Reserve Your Room: <https://book.passkey.com/vc/SD483421>

Discounted reservations are available from Mon., November 27th to Fri., December 1st. To receive the discounted rate and be included in the DEC Room Block, be sure to [book your hotel reservations online here.](#)

Check-In/Out Time Check-in time is 3 PM, check-out time is 11 AM. All guests arriving before 3 PM will be accommodated as rooms become available. The Belldesk can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee If a guest checks out prior to their reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, one night and room tax). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay.

Discounted Rates with the DEC Room Block*
*Prices Listed Below are for Singular Occupancy.
For Multiple Occupants Please Check Rates Here*

1 King Bed

\$169 Average Nightly Rate + 6.875% State Tax + 7.15% City Tax

2 Double Beds

\$169 Average Nightly Rate + 6.875% State tax + 7.15% City tax

1 King Bed Deluxe High Floor City View

\$189 Average Nightly Rate + 6.875% State tax + 7.15% City tax



Key Amenities Room service | Restaurant | Fitness center/health club | Direct Skyway access | Business center | Cable TV | Conierge | Gift shop | Hair dryer | Indoor pool | In-room movies | Iron/ironing boards | Public transportation nearby | Parking | Pets allowed (contact hotel for more information) | Skiing nearby | Valet | Bar | In-room safe | Wireless internet | Rollaway beds available for an additional fee | Refrigerator | Desk in room | Fax | Photocopying | Radio | Sauna | Tea and coffee | TV

Parking On-site

\$25.00 per 24 hours for Self-Parking with in and out access

\$15.00 per 24 hours for Self-Parking no in and out access

***Why book a room in the DEC block at the Hilton Minneapolis? As you can imagine, hosting an Annual Conference for 1,000+ attendees in any city comes with its challenges both logistically and financially. In order for a host city to even consider giving us the space we need in a large hotel or convention center, we must agree to provide them with a proportionate amount of hotel room night revenue. Basically, in order to reserve enough space for the conference, we have to commit to use thousands of hotel room nights at contracted hotels. If we fail to use those rooms, DEC is fined. When you stay in the official hotel block you are staying at a hotel property that has been personally inspected and vetted by DEC staff for appropriate and adequate levels of quality of accessibility, accommodations, level of service, and safety and security.**

Additionally, for each night our guests stay in official contracted DEC Hotels, the hotels agree to pay DEC a small rebate. These rebates add up to thousands of dollars and are used to pay for event fees. Removing this rebate means an increased price to hold the conference, which translates into steep registration price increases for attendees.



DIVISION FOR EARLY CHILDHOOD'S 39TH ANNUAL INTERNATIONAL CONFERENCE ON YOUNG CHILDREN WITH DISABILITIES AND THEIR FAMILIES

Writing a Justification Letter

We're here to help you get support from your administrator to attend the DEC 2023 conference. You can customize the draft "justification letter" to make the case for your attendance. Please visit the conference website (www.decconference.org) for more information.

Some things to remember (to help you self-advocate). . .

- Early Bird registration is a bargain and can save your school/program money.
- Identify the sessions you'd like to attend. Discuss the sessions you will attend and explain their value and how they will support your professional development goals--and enrich your co-workers' knowledge, too.
- Early Learning Workshops are a great way to enhance your professional development at the conference-- just be aware that there is an extra cost, so you may need to justify the extra expense.

Download a justification letter template here: <https://tinyurl.com/DEC2023letter>

OR Access it via QR Code:



Questions?
Email us at
conference@dec-sped.org

Dear <Colleague>.

At Division for Early Childhood's 39th Annual International Conference on Young Children with Disabilities and Their Families, professionals at all levels will be brought together to enhance their professional skills, knowledge, and careers. I would like to attend this in-person event, on <Tuesday, November 28th OR Wednesday, November 29th> through Friday, December 1st, 2023 to learn best practices, increase my knowledge of DEC Recommended Practices in action, update my information on standards and research for EI and ECSE, and participate in the array of opportunities that will enhance my skills to provide high-quality inclusive services for each and every one of the young children I serve and their families.

By attending the conference, I will gain valuable knowledge that I will be able to implement as soon as I get back to work. I'll also be able to select sessions that best inform and support my work while making connections with and learning from the experiences of other professionals from my profession and other professions who are serving in programs just like ours throughout the world.

The DEC Conference provides opportunities for me to:

- Attend sessions focused on the critical knowledge and skills that I need to help the young children I serve to be successful as I support our program to offer quality inclusive services.
- Connect with other professionals serving young children with disabilities and their families with whom I can exchange ideas, skills, resources, and practices.

To meet my professional development goals, I am seeking approval for the following expenses during the conference. The detailed cost breakdown is listed below.

< Insert your expense estimate numbers here >

Conference Registration:

Pre-Conference Workshop Costs:

Hotel/Travel Expenses:

Other Related Expenses:

Total estimated conference cost of: <Insert total cost here>

My participation in the conference will complement our program's objective of continual professional development, and I plan to return with resources to share with our staff.

Thank you in advance for your consideration.

Sincerely,
< Your Full Name >

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 Jes Favers du Shine ("Contractor") (collectively referred to as "the Parties").

The Parties agree as follows:

1. **SERVICES.** Early CHOICES shall engage Contractor to provide the following service: designing social media posts for Facebook, Instagram and Twitter, writing image descriptions and captions, uploading posts and stories to Instagram, and other social media related requests from Client.
2. **TERM.** Contractor shall provide services to Early CHOICES pursuant to this Agreement during the period from August 7, 2023 to December 29, 2023 ("Agreement Term").
3. **COMPENSATION.** In exchange for the services provided pursuant to Paragraph 1, Early CHOICES shall pay Contractor \$5,412.50, 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

Board Policy Manual

School Association for Special Education in DuPage County DuPage County

Pending Adoption Copy: May 17, 2023

Edits to be incorporated into the final manual must be provided to the IASB Policy Consultant in a form that clearly shows the edits directed by the Board, e.g., by writing or printing on the hard copy of the draft. Most edits will be provided verbally by the Board at a policy committee or Board meeting. Edits may also be provided by phone, facsimile or email.

The electronic version has been provided for use with the following conditions:

1. It **may** be distributed to the Board and appropriate district staff for reading only.
2. It **may** be posted on the district website for public view during the adoption process.
3. It **should not** be altered in any way.

This manual may be changed at any time at the sole discretion of the Board and/or the Superintendent, whichever has appropriate jurisdiction, subject only to mandatory collective bargaining requirements.

SCHOOL BOARD POLICY MANUAL

INDEX

-A-

ADA (see Americans with Disabilities Act)	2:260, 8:70	Agency and police interviews	7:150
AED (Automated External Defibrillator)	4:170	Agenda	2:220
Staff development program	5:100	Aides, teacher	5:280
AIDS	2:150, 5:40, 7:100	Alcohol and drug testing, bus driver	5:285
Absences, student	7:70	Americans with Disabilities Act (ADA),	
Abused and Neglected Child Reporting Act (ANCRA)	2:20,	Amendments Act (ADAAA)	2:260, 5:180
.....	5:30, 5:90, 5:100, 7:150	Accommodating individuals with disabilities	8:70
Academic criteria	6:190	Facilities	4:150, 8:70
Accelerated placement program	7:50	Illegal drugs users	5:50
Access to and copying of district's public records	2:250	Job descriptions	5:30
Access to,		Medical records	5:40
Electronic networks	6:235	Nondiscrimination in employment	5:10, 5:20, 7:20
Personnel records	5:150	Physical exams	5:30
Accident prevention	4:170	Special education	6:120
Accommodating breast feeding students	2:260	Temporary illness or temporary incapacity	5:180
Accommodating individuals with disabilities	8:70	Uniform grievance procedure	2:260
Accounting and audits	4:80	Anaphylaxis	7:285
Activity funds	4:90	Animals,	
Administering medicines to students	7:270	Educational program, using	6:100
Administration,		Dissection of	6:100
Building principal	3:60	Appeals, uniform grievance procedure	2:260
Chain of command	3:30	Applications,	
Contracts	3:10	Employment	5:30
Goals and objectives	3:10	Appointing complaint managers	2:260
Other than the superintendent	3:50	Architectural services	2:170
Succession of authority	3:70	Assemblies and ceremonies	6:255
Superintendent	3:40	Assignments,	
Admissions	7:50	Class	7:30
Adolescent suicide awareness and		Personnel	5:200
prevention programs	7:290	Student	7:30
Advertising in the schools	8:25	Asthma medication	7:270
Advisory committees	2:150	Athletic trainers	5:280
Age requirements for enrollment	7:50	Athletic Trainers Practice Act	5:280
		Athletics	7:300
		Attendance, student	7:70

PLEASE REFER TO CROSS-REFERENCES IN MATERIAL LISTED.

Compulsory	7:50, 7:70
Attorney	2:160, 2:240, 4:45
Audits	4:80
Automobile, student	4:170

-B-

Bargaining representative agent	8:30
Beepers	7:190
Behavior intervention committee	2:150, 7:230
Behavior code, student	7:190
Bids	4:60
Bilingual education	6:160
Biometric information	7:340
Black history	6:60
Blogs, student created	7:310, 7:315
Bloodborne pathogens standards	4:160
Board,	
Committees	2:150
Communication, staff	2:140
Discipline, student	2:240, 2:150, 7:190
Ethics and gift ban	2:105
Guidelines for investigating allegations of	
employee and student misconduct	2:20
Indemnification	2:20
Mandatory training	2:120, 2:125
Meeting procedure	2:220
Officers	2:110
Policy	2:240, 2:240-E1, 2:240-E2
Powers and duties	2:20
Representatives	2:120
Secretary	2:110, 2:220, 2:220-E1, 2:220-E2,
.....	2:220-E3
.....	4:10, 5:120, 5:210
Self-evaluation	2:120
Superintendent, relationship with	2:130

Board meetings,

Abstentions	2:220
Adjourned	2:220
Adjourning to closed meeting	2:220-E2
Agenda	2:220
Audio or video, quorum	2:220
Canvassing the votes	2:50, 2:210
Closed meeting	2:200, 2:220, 2:220-E1,
.....	2:220-E2, 2:220-E3
Closed meeting minutes	2:220-E1, 2:220-E3,
Emergency	2:200
Minutes	2:220, 2:220-E3
Motion to adjourn to closed meeting	2:220, 2:220-E2,
.....	2:220-E3
Notification to board members	2:200
Open Meetings Act (OMA)	2:10, 2:110, 2:120,
.....	2:140, 2:150, 2:200, 2:220-E2,
.....	2:220-E3, 2:230
Organizational meeting	2:210
Posting on district's website	2:200, 2:220
Procedure	2:220
Public participation	2:230
Quorum	2:220
Reconvened	2:220
Recording of closed meetings, verbatim	2:220, 2:220-E1
Regular	2:200
Rules of order	2:220
Special	2:200
Time and place	2:200
Types of meetings	2:200
Verbatim recording requirement	2:220, 2:220-E1
Voting	2:220
Board member,	
Canvassing	2:50, 2:210
Child abuse	5:90
Child sex offender	2:40
Code of conduct	2:80-E
Compensation and expenses	2:125
Confidentiality	2:80-E, 2:220

Please refer to cross-references in material listed.

Conflict of interest	2:100	Committees	2:150
Development.....	2:120	Communications to and from board.....	2:140
Duties	2:110	Guidance for communications, including email	2:140-E
Email	2:140	Staff communications.....	2:140
Ethics	2:80, 2:80-E, 2:105	Superintendent relationship	2:130
Expenses	2:125, 2:105	Booster organizations	8:90
Guidance for communications, including email	2:140-E	Borrowing.....	4:40
Limitations on accepting gifts.....	5:120	Broadcasting board meetings.....	2:220
Oath and conduct.....	2:80, 2:110, 2:210	Budget and tentative budget	4:10
Orientation, new member	2:120	Buildings and grounds	4:150
Qualifications.....	2:40, 2:110	Bullying and school violence.....	6:60, 7:20, 7:70, 7:180, 7:190, 7:310
Resolution to regulate expense reimbursements	2:125-E3	Bus,	
Self-evaluation	2:120	Charter bus services.....	4:110
Term of office	2:50	Conduct, student.....	7:220
Training, OMA, PERA	2:120	Drivers	5:280, 5:285
Board policy development	2:240, 2:240-E2	Driving comments	4:110
Board president, ...	2:110	Free service.....	4:110
Agenda	2:220	Safety	4:110, 7:220
Board attorney.....	2:160	Transportation services.....	4:110
Committee appointments	2:150	Business management	4:10
Conviction record.....	5:30		
District records, requests for.....	2:250		
Duties	2:110		
Election	2:110		
Meetings, preside	2:110, 2:220, 2:230		
Minutes, sign.....	2:220, 2:220-E1		
New member orientation	2:120		
Recognize public at meetings	2:230		
Special meeting, call.....	2:200		
Successor administrator, call meeting.....	3:70		
Term.....	2:110		
Travel expense voucher, approval of.....	2:120		
Board records	2:250		
Email	2:140-E		
Guidance for board member communication.....	2:140-E		
Verbatim recording requirement.....	2:220, 2:220-E1		
Board relationships			
Board attorney.....	2:160		

-C-

Calendar	6:20
Cannabis,	
Medical Cannabis Act.....	5:10, 5:50, 8:30
Career/vocational education	6:60
Cellular telephone.....	4:170, 7:190
Ceremonies	6:255
Certification	5:190
Channels of authority.....	3:30
Checks, insufficient funds	4:45
Child abuse reporting	5:90
Child Nutrition Act of 1966	4:120, 6:50
Child Nutrition and WIC Reauthorization Act of 2004	4:120,
	6:50

Child sex offender,

Please refer to cross-references in material listed.

Adam Walsh Child Protection and Safety Act.....	5:260	Conduct code for participants in extracurricular activities	7:240, 7:300
Murderer and Violent Offender Against Youth		Conduct on school property	8:30
Community Notification Law	5:260	Confidentiality	2:80-E, 2:220
Offender community notification laws	4:175	Conflict of interest,	
Statewide sex offender database	5:30	Board member	2:100
Uniform Conviction Information Act.....	5:260	Employee	5:120
Children with disabilities.....	6:120, 7:50, 8:30	Congressional Medal of Honor film	6:60
Children’s Internet Protection Act (CIPA)	6:235	Connection with the community.....	8:10
Closed Meeting,		Consent agenda	2:220
Minutes	2:220-E3	Contracts,	
Motion to adjourn to	2:220-E2	Administration	3:10
Coaches.....	5:280	Performance-based	3:10
Co-curricular.....	6:190, 7:240, 7:310	Purchases	2:20, 4:60
Code of conduct	2:80-E, 7:240	Third party non-instructional.....	4:60
Code of Ethics for Illinois Educators	5:120	Voting on expenditures.....	2:220
Collateral agreements	4:30	Controversial issues, teaching about	6:80
Commemorative holidays	6:20	Copyright compliance.....	5:170, 6:235
Committees, general.....	2:150	Corporal punishment	7:190
Behavior intervention	2:150, 7:230	Counseling	6:270, 7:150, 7:250
Concussion Oversight Team	5:100	Court duty.....	5:80
Faculty curriculum.....	6:40	Credit, release of credit information.....	5:150
Communicable and chronic		Credit and procurement cards	4:55, 4:60
infectious disease.....	5:40, 7:280	Criminal background investigation	4:175, 5:30, 5:260
Communicable and chronic infectious disease team	5:40	Curriculum,	
Communication,		Adoption.....	6:40
Board-staff	2:140	Content.....	6:60
Email, board member	2:140-E	Design.....	6:60
Line and staff relations.....	3:30	Development	6:40
Community engagement	6:50, 8:10	Federal programs	6:40
Community flyers and posters	8:25		
Community resource persons, volunteers	6:250		
Compassionate Use of Medical Cannabis Pilot			
Program (Medical Cannabis Act).....	5:50, 8:30		
Compensatory time-off	5:310		
Complaint managers.....	2:260, 5:10, 5:20, 7:20, 8:70	DNR orders	7:275
Complaints about curriculum, instructional		Dangerous weapons.....	7:190
materials, programs	6:260	Debt.....	4:40
Compulsory attendance.....	7:50, 7:70	Defibrillator (See AED)	
		Deficit reduction plan	4:10

-D-

Please refer to cross-references in material listed.

Delegation of authority.....	7:190	Misconduct by students with disabilities.....	7:230
Dental exams.....	7:100	Public suggestions and complaints	8:110
Department of Children and Family Services (DCFS)		Sexual harassment, student	7:20, 7:180
Abused and Neglected Child Reporting Act	5:150	Sexual harassment, personnel.....	5:20, 5:20-E
Cybertipline	5:90	Uniform grievance procedure	2:260
Employees under investigation	5:240	Display and distribution of	
Former employees	5:90	Community flyers	8:25
Missing and exploited children.....	5:90	Commercial publications	8:25
Personnel records	5:150	Non-school sponsored written material	7:310, 7:315
Staff development program	5:100	Disposition of school property	4:80
Staff termination and suspensions	5:240, 5:290	District,	
Diabetes,		Agreements, with organizations, operations, cooperatives.....	1:20
Screening.....	7:100	Governance	2:10
Digital Millennium Copyright Act (DMCA)	5:170	Legal status	1:10
Disabilities,		Philosophy	1:30
Accommodating individuals with disabilities.....	8:70	Property, disposition of.....	4:80
Communicable and chronic infectious disease	5:40	Records.....	2:250
Disability rights movement	6:60	“Do Not Resuscitate” orders	7:275
Equal education opportunities	7:10	Dress code	7:160
Equal employment opportunity		Driver education	6:60
and minority recruitment	5:10	Drug- and alcohol-free workplace; e-cigarette, tobacco, and Cannabis prohibition.....	5:50
Facilities.....	8:70	Drug and alcohol testing,	
Illegal drug users	5:50	Extracurricular	7:240, 7:300
Job descriptions	5:30	Performance enhancement drug testing	7:240, 7:300
Medical records	5:40	School bus and commercial vehicle drivers.....	5:285
Non-discrimination in employment.....	5:10		
Physical exams	5:30		
School admissions.....	7:50		
Special education	6:120		
Temporary illness or incapacity	5:180		
Uniform grievance procedure	2:260		
Discipline, student (see Student Behavior)			
Discrimination prohibited,			
Equal education opportunities	7:10		
Equal employment opportunity	5:10		
Individuals with disabilities	8:70		
Instructional materials	6:210		
Military status	5:10		

-E-

E-rate grants.....	6:235
Early dismissal, students	7:90
Economic interest statement	5:120
Education foundations, gifts from	8:80
Education, homeless children.....	4:110, 6:140, 7:60
Educational Opportunity for Military Children Act	7:50 7:60
Educational philosophy and objectives.....	6:10
Educational Support Personnel,	
Athletic trainers.....	5:280

Please refer to cross-references in material listed.

Compensatory time-off	5:310	minority recruitment	5:10
Compensation	5:270	Erin's Law	4:165, 5:90, 5:100, 5:120, 7:20, 7:250
Drug and alcohol testing for school bus and commercial vehicle drivers	5:285	Ethics, Board	2:80, 2:80-E, 2:105
Duties and qualifications	5:280	Personnel	5:120
Employment at-will	5:270	Evaluation of educational support personnel	5:320
Evaluation	5:320	Evening school	6:190
Nonlicensed personnel	5:270	Every Student Succeeds Act (ESSA), Admissions and transfers	7:50
Nurses	5:30	Children's Privacy Protection and Parental Empowerment Act	7:15, 7:340
Overtime	5:35, 5:310	Duties and qualifications, educational support personnel	5:280
Reduction in force	5:270, 5:290	Education of homeless children	6:140
Schedules and employment year	5:300	English learner	6:160
Sick days, vacation, holidays, and leaves	5:330	Equal educational opportunities	7:10
Termination and suspensions	5:290	Health examinations, immunizations and exclusion of students	7:100
Educator Preparation and Licensure Board	3:40	McKinney-Vento Homeless Assistance Act	2:260, 4:110, 6:140, 7:10, 7:50, 7:60, 7:100
Electronic networks Access to	6:235	Military recruiter access to students	7:340
Safety	6:235	Perpetually dangerous school and choice for victim of violent crime	4:170, 7:30
Electronic recordings on school buses	7:220	Pregnancy	6:10
Electronic signaling devices	7:190	Protection of Pupil Rights Act	7:15
Email, ...	6:235	Residence	7:60
Guidance for board member communications	2:140-E	Safety	4:170, 4:175, 7:30
Responsibilities concerning internal information	5:130	School Accountability	7:30
Emergency, Board meeting	2:200	School admissions and transfers, non-district schools	7:50
Drills	4:170	State Certification/Licensure Requirements	5:190
School closings	4:170	Student, Assignment	7:30
Employees, (see General Personnel, Professional Personnel, or Educational Support Personnel) Employment applications	5:30	Family privacy rights	7:15
Engineering services, procurement of	2:170	Health, eye, and dental examinations; Immunizations; and exclusion of	7:100
English learners	6:160	Prayer	7:130
Ensuring Success in School Task Force	6:65, 6:270	Records	7:340
Environmental quality of buildings and grounds	4:160	Rights and responsibilities	7:130
EpiPen®	7:270		
Epilepsy Seizure Smart School Act	5:50		
Equal educational opportunities	7:10		
Equal employment opportunity and			

Please refer to cross-references in material listed.

Teachers and Paraprofessionals.....	5:190, 5:280
Teacher qualifications, professional personnel	5:190
Testing and assessment	6:340
Title 12:260, 5:190	
Transportation.....	4:110
Uniform grievance procedure	2:260
Exchange students	7:50
Exclusion of students.....	7:100
Exempted Fundraising Day (EFD)	6:50
Exemption from physical education	7:260
Expenses,	
Board.....	2:125
Personnel	5:60
Experimental educational programs	6:40
Experiments upon or dissection of animals	6:100
Expulsion procedures.....	7:210
Extended instructional programs	6:180
Extracurricular	4:170, 6:190, 7:240, 7:300
Eye examination	7:100

-F-

FLSA 5:10, 5:35, 5:310	
FERPA.....	7:340
FMLA	5:185
Facility management and expansion	4:150
Fair Labor Standards Act.....	5:35, 5:310
Family and Medical Leave Act.....	5:185, 5:250, 5:330
Family Education Rights and	
Privacy Act (FERPA)	7:340
Federal programs.....	6:40
Fees,	
Record request for commercial purpose.....	2:250
Fiduciary Funds	4:90
Field trips.....	6:240
Fire drills.....	4:170
Firearm, Concealed Carry Act	3:60, 7:190, 8:30

Fiscal and business management	4:10
Flag, American	6:60
Flyers, distribution of.....	8:25
Food allergy management	7:285
Food services	4:120
Breakfast after the bell program.....	4:130
Free and reduced price	4:130
Foreign exchange students	7:50
“Foundational Principles of Effective Governance”	2:130,
.....	3:10, 3:40
Free and reduced price food services	4:130
Freedom of Information Act (FOIA)	2:110, 2:140-E,
.....	2:200, 2:250, 5:130
Fund balances.....	4:20
Fund-raising	7:325
Funds, transfer of	4:10

-G-

Gangs, gang-related activities.....	7:190
General Personnel,	
Abused and neglected child reporting	5:90
Communicable diseases	5:40
Copyright	5:170
Court duty.....	5:80
Credit information, release of	5:150
Drug- and alcohol-free workplace; e-cigarette, tobacco, and Cannabis prohibition	5:50
Education reform acts.....	5:200
Email retention	5:130
Equal employment opportunity.....	5:10
Ethics; conduct; conflict of interest.....	5:120
Expenses.....	5:60
Fair Labor Standards Act,	
Compliance	5:35
Credit history	5:10, 5:30
Overtime	5:35
Time off, compensatory.....	5:310

Please refer to cross-references in material listed.

Lead screening	7:100
Lead testing in water	4:170
Learning assessment	6:10
Learning standards	6:60
Leaves of absence	5:180, 5:185, 5:250, 5:330
Civil Air Patrol Leave Act	5:250, 5:330
Family and Medical Leave Act	5:185
National Guard Reserves	5:250, 5:330
School Visitation Leave Act	5:250, 5:330
Victims of Domestic or Sexual Violence	5:250, 5:330
Liability insurance	4:100
Limitations on accepting gifts	2:105, 5:120
Line and staff relations	3:30
Loans	4:10, 4:30
Lunch, student	4:120, 4:130

-M-

Maintaining student discipline	5:230
Mandated reporter	5:30, 5:90
Media, public relations	8:10
Medical cannabis	5:10, 5:50, 7:190, 8:30
Medication, administering of	7:270
Meeting procedures	2:200, 2:220
Mentors	3:40, 4:100
Military recruiter access to students	7:340
Military service	5:10, 5:250, 5:330
National Guard Reserves	5:250
Residence	7:60
Minority recruitment	5:10, 7:340
Minutes	2:110, 2:120, 2:200, 2:220, 2:220-E1, 2:220-E3,
Misconduct by students with disabilities	7:230
Missing Children Act	7:50

-N-

National School Lunch Act	4:120, 6:50
New board member orientation	2:120
No-pass, no-play	6:190, 7:300
Non-certified employees (see Educational Support Personnel)	
Nondiscrimination coordinators	5:10, 5:20, 7:20
Notice to parents/guardians, regarding	
Offender Community Notification Laws	5:260
Nurses	4:170, 5:30, 5:185, 7:100, 7:250, 7:270

-O-

Offender community notification laws	4:175, 5:260
Open Meetings Act (OMA)	2:140-E, 2:200, 2:210, 2:220
Opioid antagonists	7:270
Order of protection status	5:10, 7:10, 7:20, 7:180
Orders to forgo life-sustaining treatment	7:275
Organization, district	1:20
Organization of instruction	6:30
Organizational meetings, school board	2:210
Outside employment, personnel	5:120, 5:220
Overtime	5:35, 5:240, 5:270, 5:290, 5:310

-P-

Pandemic management	4:180
Pandemic preparedness	4:180
Paraprofessionals,	
Duties and qualifications	5:280
Working in program supported	
with Title I funds	5:280
Parent and family engagement,	
Non-Title I	8:95
Parent organizations and booster clubs	8:90
Parental Responsibility Law	7:170

Please refer to cross-references in material listed.

Payment procedures	4:50	Physical exams or screenings.....	7:15
Performance-based contracts	3:10, 3:40	Student.....	7:15, 7:130, 7:140, 7:150, 7:190, 7:340
Performance Evaluation Reform Act (PERA)	2:120, 5:200	Pro-Children Act of 1994.....	7:190, 8:30
Permission to reprint or adapt	5:170	Procurement of architectural, engineering, and land	
Permits, bus driver	5:280	surveying services	2:170
Perpetually dangerous school.....	4:170, 7:30	Procurement cards	4:55, 4:60
Personnel records	5:150	Professional Personnel,	
Pest control	4:160	Certificate of authorization.....	5:220
Pesticides	4:160	Certification	5:190
Petitions to the board.....	2:230	Dismissal.....	5:200
Philosophy, school district.....	1:30	Employment, terms and conditions.....	5:200
Physical examinations,		Fingerprint-based checks	5:50
Employee	5:30	Leaves of absence.....	5:250
Exemptions.....	7:100	Maintaining student discipline.....	5:230
Student.....	7:100	Principal evaluation plan.....	3:60
Physical Fitness Facility Medical Emergency		Professional educator license	3:40, 3:50, 3:60
Preparedness Act	4:170	Resignations	5:210
Physical restraint.....	7:190	Student teachers	5:260
Pledge of Allegiance	6:60	Substitute teachers	5:220
Police interviews.....	7:150	Suspension.....	5:240
Policy development	2:240	Teacher union leadership leave	5:250
Developing local policy	2:240-E2	Teacher, who does not meet State	
PRESS issue updates	2:240-E1	certification/licensure requirements	5:190
Political activities, personnel.....	5:120, 8:25	Programs developed by employees.....	5:170
Posters, distribution of	8:25	Promotion	6:280
Powers and duties of the school board	2:20	Property, disposition of.....	4:80
Prayer, right to	7:130	Psychotropic and psychostimulant medication	5:100, 7:190
Pregnancy Discrimination Act	5:10	Public participation at board meetings	2:230
Pregnant student rights	6:150	Public records	2:200, 2:250, 5:130
PRESS issue updates.....	2:240-E1	Public relations	8:10
President, board (see Board president)		Public suggestions and complaints.....	8:110
Prevailing Wage Act.....	2:250	Publications	7:310, 7:315
Prevention of Tobacco Use by Persons under 21 Years of Age and Sale of and Distribution of Tobacco Products Act	5:50	Purchases	4:60
Preventing bullying, intimidation, and harassment.....	7:180		
Principals.....	3:50, 3:60, 3:70		
Privacy rights,			
Internet	6:60, 6:235	Quorum	2:220

-Q-

Please refer to cross-references in material listed.

-R-

Random drug and alcohol testing,	
Bus drivers	5:285
Extracurricular participants	7:240
Recording secretary	2:110
Records,	
Biometric information	7:340
District	2:250,
Email	2:140-E, 5:130
Notice of electronic recording	7:220
Personnel	5:150
Recurrent requester	2:250
Student	7:70, 7:340
Recruiting	5:10, 5:30
Reduction in force	5:200, 5:290
Re-enrollment, drop-outs	7:50
Rehabilitation Act of 1973, Section 504,	
Equal educational opportunity	7:10
Equal employment opportunity	5:10
Special education	6:120
Relations with other organizations and agencies	8:100
Release during school hours	7:90
Release of credit information	5:150
Religion, release time for instruction/observance	7:80
Religions, teaching about	6:70
Religious Freedom Restoration Act	5:10, 5:70
Religious holidays,	
Personnel	5:70
Student	7:80
Report card, school	6:340
Reproductive Health Act	5:10
Reserves, National Guard	5:250, 5:330
Residence, student	7:60
Residency requirements, administrator	3:40, 3:50
Resignations	5:210, 5:290
Resource conservation	4:70

Restraint, physical	7:190
Retention	6:280
Revenue and investments	4:30
Revolving fund	4:50
Risk management	4:170
Rules of order	2:220

-S-

Safety, ...	4:170, 4:175
Internet	6:60, 6:235
Pandemic influenza	4:180
Sale of school property	4:80
School assignment	7:30
School bus drivers	5:285
School bus safety	4:110, 7:220
School climate survey	6:340
School construction program	4:150
School district legal status	1:10
School district philosophy	1:30
School property	8:30
School Reform Act of 1997	
Expulsion and suspension	7:190
“No-pass, no-play”	6:190, 7:300
Nurses	5:30
Performance-based contracts	3:10, 3:40, 3:60
RIF notices	5:270
Social promotion prohibited	6:280
School report card	6:340
School safety drill plan	4:170
School safety review	4:170
School-sponsored publications	7:310, 7:315
School Visitation Rights Act	5:250, 5:330
School visitors	8:30
School wellness	6:50, 6:60
Community input	6:50
Curriculum content	6:60

Please refer to cross-references in material listed.

Nutrition goals, guidelines	6:50	Activity funds	4:90
Reimbursable school meals	6:50	Admissions/transfers to/from non-district schools.....	7:50
School year, calendar and day.....	2:20, 5:200, 6:20	Appearance	7:160
Schools, better accountability	6:340	Assessment program	6:340
Search and seizure	7:140	Assignment	7:30
Secretary, Board		Attendance and truancy.....	7:70
Budget notice	4:10	Bullying and cyberbullying.....	7:180, 7:190, 7:310
Duties	2:110	Bus conduct	7:220
Employee interest statement.....	5:120	Concussions and head injuries	5:100
Meeting notices	2:110, 2:200	Discipline, general	7:190
Minutes	2:220, 2:220-E1	Discipline, maintaining	5:230
Recording	2:110	Distribution of publications	7:310, 7:315
Selection.....	2:110	Dress code/appearance.....	7:160
Teacher resignation, notice	5:210	Employment	7:70
Term.....	2:110	Extracurricular activities	7:300
Verbatim records.....	2:220, 2:220-E1	Fundraising	7:325
Security	4:150	Harassment prohibited.....	7:20, 7:180
Sex education	6:60	Health, eye, and dental exams; immunizations; and exclusion of students	7:100
Sex equity	7:10	Medications, administering	7:270
Sex Offender and Child Murderer Community Notification Act, ...	2:40, 4:170, 5:30, 5:260, 8:30	“No pass, no play”	6:190, 7:300
Sexting	7:190, 7:310, 7:315	Non-public school.....	7:50
Sexual bias, elimination of.....	6:10, 6:210	Online behavior.....	6:235
Sexual harassment,		Personal information.....	7:15
Personnel	5:20	Privacy rights.....	7:15
Student.....	7:20, 7:180	Publications	7:310, 7:315
Sexual orientation.....	7:20	Records.....	7:340
Silent Reflection and Student Prayer Act	6:20	Release during school hours	7:90
Single-gender classes and activities.....	6:40	Release time for religious observance	7:80
Smoking	7:190, 8:30	Residence	7:60
Smoke Free Illinois Act.....	5:50	Rights and responsibilities	7:130
Social media	7:140	Social and emotional development	6:65, 7:250
Social promotion	6:280	Support services.....	7:250
Solicitations by or from staff.....	5:140	Testing	6:340
Special education.....	6:120	Welfare services	7:250
Staff development program.....	5:100	Student Behavior,	
Statement of Economic Interests	2:100, 5:120	Academic dishonesty.....	7:190
Student,		Admission to events denied	8:30

Please refer to cross-references in material listed.

Title I Programs,	
Advisory committee.....	2:150
Grievance procedure.....	2:260
Kindergarten.....	6:30
Teacher qualifications	5:190
Title VI of the Civil Rights Act	2:260, 5:10, 5:50
Title VII of the Civil Rights Act	2:260, 5:10, 5:20, 5:250
Title IX of the Education Amendments	2:260, 5:10, 5:20, 7:10, 7:20
Tobacco-free schools	7:190, 8:30
Tobacco prohibition	5:50, 8:30
Toxic substances	4:160
Transfer of funds	4:10
Transfers to and from non-district schools.....	7:50
Transportation	4:110
Treasurer, board	
Duties.....	2:110
Investment reports.....	4:30
Pay bills.....	4:50
Request minutes	2:220
Selection.....	2:110
Term.....	2:110
Truancy	7:70
Tuberculosis, screening requirements for students.....	7:50
Types of school board meetings.....	2:200

-U-

Unsafe school choice option.....	4:170
Using animals in educational program	6:100

-V-

Vandalism	7:170
Vans, use of.....	4:110, 6:240
Victims' Economic Security and Safety Act	2:260, 5:10, 5:185, 5:250, 5:330

Video cameras, use of on school buses	7:220
Video recording of students.....	7:190, 7:340
Videos, student	6:210, 7:190
Violence	
Prevention	6:60
Teen dating violence	7:185
Violent crime offenders	4:175, 5:30, 5:260, 6:250, 8:30
Visas	7:50
Vision screening	7:100
Visitation leave, school	5:250, 5:330
Visitors to and conduct on school property	8:30
Vocational academy	6:180
Volunteers,	
Community.....	6:250
Voting, Board	2:220
Weapons	7:190
Websites.....	7:310
Words Importing Gender	2:240
Workers compensation	4:100
Working cash fund bonds	4:40
Workplace harassment prohibited	5:20
Workplace Transparency Act.....	5:10
Works made for hire.....	5:170

-W-

Please refer to cross-references in material listed.

SCHOOL BOARD POLICY MANUAL

INDEX OF STATUTES

-A-

Abuse of Adults with Disabilities Intervention and Dept. of Human Services Acts.....	5:90
Abused and Neglected Child Reporting Act (ANCRA)....	2:20, 5:90, 7:5100, 5:120, 5:150, 7:150
Accelerated Placement Act (APA).....	7:50
Adam Walsh Child Protection and Safety Act.....	5:260
Age Discrimination in Employment Act (ADEA).....	2:260, 5:10
Americans with Disabilities Act (ADA) and Americans with Disabilities Act Amendments Act (ADAAA), accommodating	8:70
communicable disease.....	5:40
employment and recruitment	5:10
facilities.....	4:150, 8:70
grievance procedure.....	2:260
illegal drug users.....	5:50
job descriptions.....	5:30
medical records.....	5:40
physical exams.....	5:30
school admissions.....	7:50
special education.....	6:120
temporary illness or incapacity	5:180
training requirement.....	5:100
website accessibility.....	2:260, 8:70
Ashley's Law.....	5:10, 5:50, 7:190, 7:270, 8:30

-B-

Banking Act	4:30
Bilingual Education Act.....	6:160
Bond Authorization Act	4:40
Bond Issue Notification Act	4:40
Boy Scouts of America Equal Access Act.....	8:20

-C-

Cannabis, Compassionate Use of Medical Cannabis Program Act.....	5:10, 5:50, 7:190, 7:270, 8:30
Regulation and Tax Act.....	5:50; 5:285, 7:190, 8:30
Capital Improvement Act	4:30
Child Bereavement Leave Act.....	5:185, 5:250, 5:330
Child Murderer and Violent Offender Against Youth Community Notification Law.....	4:175, 8:30
Child Nutrition Act of 1966.....	4:120, 6:50
Child Nutrition and WIC Reauthorization Act of 2004	4:120, 6:50
Childhood Hunger Relief Act.....	4:130
Children's Advocacy Center Act	7:150
Children's Internet Protection Act (CIPA).....	6:235
Children's Mental Health Act.....	6:65, 7:180, 7:250, 7:290
Children's Privacy Protection and Parental Empowerment Act.....	7:15, 7:340
Civil Air Patrol Leave Act.....	5:250
Civil No Contact Order Act.....	7:190
Civil Rights Act of 1964.....	2:260
Civil Rights Act of 1991.....	5:20
Coal Tar Sealant Disclosure Act.....	4:60, 4:160
Communicable Disease Prevention Act	7:100
Consolidated Appropriations Act, 2005	6:60
Consolidated Omnibus Budget Reconciliation Act.....	4:100
Controlled Substance Act.....	3:50, 3:60, 5:50
Corrupt Practices Act	2:100
Criminal Offender Notification Laws.....	4:175

-D-

Developmental Disabilities Confidentiality Act.....	7:340, 7:350
Digital Millennium Copyright Act (DMCA).....	5:170

Drug-Free Schools and Communities Act.....	5:50
Drug-Free Workplace Act	5:50

-E-

Eavesdropping Act	7:220
Education Amendments of 1972.....	2:260
Education for Homeless Children Act.....	4:110, 6:140 7:10, 7:50, 7:60, 7:100
Education Reform Act.....	5:200, 5:290
Educational Consolidation and Improvement Act.....	2:150
Educational Opportunity for Military Children Act.....	7:50, 7:60
Election Interference Prohibition Act	2:105
Elementary and Secondary Education Act of 1965	2:150, 4:110
Employee Blood Donation Leave Act.....	5:250, 5:330
Employee Credit Privacy Act.....	2:260, 5:10, 5:30
Employee Sick Leave Act.....	5:185, 5:250, 5:330
Employees Ethics Act.....	2:105
Environmental Barriers Act	4:150
Environmental Energy Act	4:30
Equal Access Act (EAA)	6:190
Equal Employment Opportunities Act.....	2:260, 5:10
Equal Pay Act	2:260, 5:10, 5:30
Equitable Restrooms Act	4:150
Erin's Law	4:165, 5:90, 5:100, 6:60
Every Student Succeeds Act (ESSA) Children's Privacy Protection and Parental Empowerment Act.....	7:15, 7:340
community use of school facilities	8:20
English learners.....	6:160
homeless children.....	2:260, 4:110, 6:140, 7:10, 7:50, 7:60, 7:100
McKinney-Vento Homeless Assistance Act	2:260, 4:110, 6:140, 7:10, 7:50, 7:60, 7:100
military recruiter access.....	7:340
perpetually dangerous school and choice for victim of violent crime.....	4:170, 7:30
prayer	7:130
privacy rights	7:15
school accountability.....	7:30
suicide	7:290
teachers and paraprofessionals.....	5:190, 5:280
testing and assessment.....	6:340
Title I.....	4:110
unsafe school choice option	4:170, 7:30
Evidence-Based Funding for Student Success Act.....	6:60, 7:260

-F-

Facebook Password Law	5:30
Fair Labor Standards Act.....	5:10, 5:35, 5:240, 5:290, 5:300, 5:310
Family Educational Rights and Privacy Act (FERPA).....	2:150, 6:340, 7:50, 7:150, 7:220, 7:340
Family and Medical Leave Act (FMLA)	5:185, 5:250, 5:330
Farm Credit Act of 1971.....	4:30
Federal Copyright Law of 1976	5:170
Federal Government Securities Act of 1986	4:30
Firearm Concealed Carry Act	3:60, 7:190, 8:30
Firearm Owners Identification Act.....	7:190
Freedom of Information Act (FOIA).....	2:110, 2:140-E, 2:200, 2:220, 2:250, 5:20, 5:130, 5:150, 6:340, 7:340

-G-

General Education Provisions Act.....	6:40, 6:210
Genetic Information Nondiscrimination Act (GINA)	2:260, 5:10
Genetic Information Protection Act (GIPA)	2:260, 5:10
Gift Ban Act, <i>repealed see State Officials and Employees Ethics Act</i>	2:105, 5:120

PLEASE REFER TO CROSS-REFERENCES IN MATERIAL LISTED.

Good Samaritan Act.....	5:100
Government Severance Pay Act.....	2:260, 5:20
Governmental Employees Tort Immunity Act.....	2:200
Governmental Ethics Act	2:40, 2:100, 5:120
Grant Accountability Transparency Act (GATA)	2:100,
.....	4:15, 4:60, 4:80, 5:60, 5:120
Green Buildings Act.....	4:150, 4:160
Green Cleaning School Act.....	4:150
Gun Free Schools Act	7:190, 7:230

-H-

Harassing and Obscene Communications Act	6:235
Health Insurance Portability and Accountability Act (HIPAA)	5:40, 5:150
Healthy Hunger-Free Kids Act of 2010.....	6:50
Homeless Children Act	7:60
Homeless Family Placement Act	7:60
Hunger-Free Students' Bill of Rights Act.....	4:45, 4:130

-I-

Identity Protection Act	4:15
Illegal Immigrant and Immigrant Responsibility Act of 1996.....	7:50
Illinois Athletic Trainers Practice Act	5:280
Illinois Banking Act.....	4:30
Illinois Citizen Participation Act (CPA)	2:230
Illinois Controlled Substances Act.....	5:30, 5:50
Illinois Department of Public Health, Communicable Disease Prevention Act.....	7:100
Health Powers and Duties law	7:100
Implementing Rules.....	7:100
Rules and Regulations for the Control of Communicable and Chronic Infectious Diseases.....	5:40,
.....	7:100
Illinois Domestic Violence Act.....	5:10
Illinois Educational Labor Relations Act.....	2:20, 2:200, 2:240
Illinois Environmental Barriers Act.....	4:150, 8:70
Illinois Equal Pay Act of 2003.....	5:10
Illinois Family Military Leave Act.....	5:185
Illinois Freedom of Information Act.....	2:220, 2:250, 4:170, 6:235
Illinois Genetic Information Protection Act (GIPA).....	2:260, 5:10
Illinois Governmental Ethics Act.....	2:100, 5:120
Illinois Human Rights Act.....	2:240, 2:260, 5:10, 5:20, 5:20-E, 5:30,
.....	5:50, 5:100, 5:120, 7:10, 7:20
Illinois Marriage and Dissolution of Marriage Act.....	7:340
Illinois Minimum Wage Law.....	5:35, 5:240, 5:290
Illinois Pension Code	2:200
Illinois Personnel Record Review Act.....	5:150
Illinois Pesticide Act	4:160
Illinois School Student Records Act.....	7:70, 7:340
Illinois TRUST Act.....	7:150
Illinois Wage Payment and Collection Act.....	5:60
Illinois Whistleblower Act.....	2:260, 5:10, 5:20, 5:20-E
Illinois Workers' Compensation Act.....	5:10
Immigration Reform and Control Act	2:260, 5:10, 5:30
Improving America's Schools Act.....	7:190
Individuals with Disabilities Education Improvement Act (IDEA) communicable disease.....	7:280
school admissions.....	7:50
special education.....	6:120
student misconduct	7:230
Interference with Public Officers Act.....	7:150
Intergovernmental Cooperation Act.....	1:20
Investment Company Act.....	4:30

-J-

Job Opportunities for Qualified Applicants Act.....	5:10

-L-

Lawn Care Products Application and Notification Act	4:160
Lilly Ledbetter Fair Pay Act	2:240, 5:10
Lobbyist Registration Act.....	2:105

Local Government Debt Reform Act.....	4:40
Local Government Disaster Service Volunteer Act.....	5:250, 5:330
Local Government Professional Services Selection Act.....	2:170
Local Government Travel Expense Control Act	2:125
.....	2:125-E3, 4:55, 5:60
Local Government Wage Increase Transparency Act.....	2:200
Local Governmental and Governmental Employees Tort Immunity Act.....	2:200, 4:30
Local Records Act.....	2:140, 2:250, 5:20, 7:340

-M-

McKinney-Vento Homeless Assistance Act	2:260, 4:110,
.....	6:140, 7:10, 7:50, 7:60, 7:100
Medical Cannabis Act	5:10, 5:50, 7:190, 8:30
Medical Practice Act	5:250, 7:260
Mental Health and Developmental Disabilities Confidentiality Act.....	7:290, 7:340
Military Compact Act.....	7:100
Military Leave of Absence Act	5:250, 5:330
Missing Children Records Act.....	7:50
Missing Children Registration Law.....	7:50
Movable Soccer Goal Safety Act (Zach's Law).....	4:170
Murderer and Violent Offender Against Youth Community Notification Law	5:260
Murderer and Violent Offender Against Youth Registration Act.....	4:175, 6:250

-N-

National Defense Authorization Act.....	5:185, 5:250, 5:330
National Guard Employment Rights Act	5:250, 5:330
National School Lunch Act.....	4:120, 6:50
Nursing Act	7:270
Nursing Mothers in the Workplace Act.....	5:10, 5:200, 5:300

-O-

Occupational Safety and Health Act (OSHA).....	4:160
Omnibus Budget Reconciliation Act.....	4:100
Omnibus Transportation Testing Act of 1991	5:285
Open Meetings Act (OMA)	2:10, 2:110, 2:120,
.....	2:140, 2:150, 2:200, 2:210, 2:220, 2:220-E1, 2:220-E2,
.....	2:220-E3
.....	2:230, 5:200
Organ Donor Leave Act	5:250, 5:330

-P-

Parental Responsibility Law	7:170
Performance Evaluation Reform Act of 2010 (PERA).....	2:120,
.....	2:150, 3:50, 5:200
Personal Information Protection Act (PIPA).....	2:250, 4:15,
.....	6:340, 7:100
Personnel Record Review Act	2:250, 5:150
Physical Fitness Facility Medical Emergency Preparedness Act.....	4:170
Powdered Caffeine Control and Education Act.....	7:190
Pregnancy Discrimination Act	5:10
Prevailing Wage Act	2:250, 4:60, 4:150, 5:10, 5:250, 5:330
Prevention of Tobacco Use by Minors and Sale of and Distribution of Tobacco Products Act.....	5:50
Pro-Children Act of 1994	7:190, 8:30
Protection of Pupil Rights Act.....	7:15
Public Employee Armed Services Rights Act.....	5:250, 5:330
Public Funds Investment Act	4:30
Public Officer Prohibited Activities Act	2:40, 2:100

-R-

Rehabilitation Act of 1973, Section 504 communicable disease.....	5:40, 7:280
equal educational opportunity.....	7:10

Please refer to cross-references in material listed.

equal employment opportunity.....	5:10
grievance procedure.....	2:260
re-enrollment	7:50
Section 504.....	2:260
sexual harassment.....	5:20
special education.....	6:120
substance abuse.....	5:50
Religious Freedom Restoration Act	5:10, 5:70, 7:10, 7:80
Reproductive Health Act.....	5:10
Right to Breastfeed Act.....	5:10
Right to Privacy in the School Setting Act	7:140
Right to Privacy in the Workplace.....	5:10, 5:30, 5:50, 5:125
Rights of Crime Victims and Witnesses Act.....	7:150
Rules and Regulations for the Control of	
Communicable Diseases	2:150, 5:40
Rules and Regulations and Fiscal Procedures for the Operation of	
Local Education Agencies, Student Activity Funds,	
Convenience Accounts, and Trust and Agency Funds	4:90

-S-

School Breakfast and Lunch Program Act.....	4:130
School Reform Act of 1997	
expulsion and suspension	7:190
no-pass, no-play	6:190, 7:300
nurses	5:30
performance-based contracts.....	3:10, 3:40, 3:60
social promotion prohibited	6:280
School Safety Drill Act	4:170
School Student Records Act	7:340
School Visitation Rights Act	5:250, 5:330
Section 504 (see Rehabilitation Act of 1973)	
Securities Exchange Act of 1933	4:40
Securities Exchange Act of 1934	4:40
Seizure Smart School Act.....	5:100
Service Member Employment and Reemployment Rights Act	
.....	5:250, 5:330
Sex Offender Community	
Notification Act	3:60, 4:170, 5:30, 5:260, 8:30
Sex Offender Registration Act.....	4:170, 8:30
Silent Reflection and Student Prayer Act.....	6:20
Smoke Free Illinois Act.....	5:50
Speech Rights of Student Journalists Act.....	7:310, 7:315
State Officials and Employees Ethics Act	2:105, 2:260,
.....	5:20, 5:20-E, 5:120
Statewide Sex Offender Database.....	5:30
Statute on Statutes	2:240, 7:50
Structural Pest Control Act.....	4:160
Student Online Personal Protection Act.....	6:220, 7:340, 7:345

-T-

Tax Anticipation Note Act	4:40
Title I Programs,	
advisory committee.....	2:150
foster care students.....	7:50
kindergarten.....	6:30
transportation.....	4:110
Title II of the Americans with Disabilities Act	2:260, 8:70
Title VI of the Civil Rights Act.....	2:260, 5:10, 5:50
Title VII of the Civil Rights Act	2:240, 2:260, 5:10, 5:20, 5:250
Title IX of the Education Amendments	2:240, 2:260,
.....	5:10, 5:20, 6:40, 7:10, 7:20
Tort Immunity Act.....	2:200, 4:30
Truth in Taxation Act.....	4:10

-U-

USA Patriot Act of 2001	7:340
Uniform Conviction Information Act.....	5:260
Uniformed Services Employment and	
Reemployment Rights Act.....	5:250, 5:330

-V-

Vehicle Code	4:110
Victims' Economic Security and Safety Act.....	2:260, 5:10,
.....	5:185, 5:250, 5:330
Video Interview Act.....	5:30
Vocational Education Act.....	6:60

-W-

Whistleblower Act	2:260, 5:10
Whistleblower Reward and Protection Act.....	2:260, 5:10
Workers' Compensation Act.....	4:100, 5:30
Workers' Occupational Diseases Act	5:10
Workplace Transparency Act.....	5:10, 5:20
Workplace Violence Prevention Act.....	5:10

-Y-

Youth Sports Concussion Safety Act.....	2:150, 4:170, 5:100

-Z-

Zach's Law	4:170

Please refer to cross-references in material listed.

**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DuPAGE COUNTY
GOVERNING BOARD POLICY MANUAL
TABLE OF CONTENTS
SECTION 1 – ORGANIZATION**

1:10	SASED Legal Status
1:20	SASED Organization, Operations, and Cooperative Agreements
1:30	SASED Philosophy

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Organization

SASED Legal Status

The Illinois Constitution requires the State to provide for an efficient system of high-quality public educational institutions and services in order to achieve the educational development of all persons to the limits of their capabilities.

The General Assembly has implemented this mandate through the creation of joint agreements of various types for the purpose of providing special education services to children with disabilities. SASED is governed by these mandates.

The SASED Governing Board constitutes a body corporate that possesses all the usual powers of a corporation for public purposes, and in that name may sue and be sued, purchase, hold and sell personal property and real estate, and enter into such obligations as are authorized by law.

LEGAL REF.: Ill. Constitution, Art. X, Sec. 1.
105 ILCS 5/10-1 et seq.

CROSS REF.: 2:10 (School District Governance), 2:20 (Powers and Duties of the **Governing** Board; Indemnification)

ADOPTED:

Organization

SASED Organization, Operations, and Cooperative Agreements

SASED is organized and operates under the Joint Agreement/Bylaws for School Association for Special Education in DuPage County (SASED).

SASED enters into and participates in joint programs and intergovernmental agreements with units of local government, school districts, and other cooperatives/joint agreements, in order to jointly provide services and activities in a manner that will increase flexibility, scope of service opportunities, cost reductions, and/or otherwise benefit SASED and the community. The Executive Director shall manage these activities to the extent the program or agreement requires SASED's participation and shall provide periodic implementation or operational data and/or reports to the Board of ~~Control~~ [Directors](#) concerning these programs and agreements.

LEGAL REF.: Ill. Constitution, Art. VII, Sec. 10.
5 ILCS 220/, Intergovernmental Cooperation Act

ADOPTED:

Organization

SASED Philosophy

Mission Statement

SASED will collaborate with member districts to develop and provide educational services in the least restrictive environment so that students with disabilities will reach their maximum potential as responsible and productive citizens.

Belief Statement

- A. SASED and member districts will collaborate in advocating for quality services and programs for students with disabilities.
- B. SASED operated direct services and programs will be available to students with disabilities.
- C. SASED will provide technical assistance and consultation services to member districts.
- D. SASED will plan and implement professional development activities for member districts and SASED staff.
- E. SASED will develop and implement instructional improvement models based on the assessment of student needs and performance.
- F. SASED will be fiscally responsible.
- G. SASED will promote open communications networks with parents, member districts, staff, and others.
- H. SASED will provide leadership in the recruitment and retention of special education staff for both SASED and member district operated programs.

CROSS REF: 2:10 (School District Governance), 3:10 (Goals and Objectives), 6:10 (Educational Philosophy and Objectives)

ADOPTED:

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
BOARD POLICY MANUAL
TABLE OF CONTENTS
SECTION 2 – GOVERNANCE

Governance

- 2:10 SASSED Boards
- 2:20 Powers and Duties of the Board of ~~Control~~ Directors; Indemnification

Board Member

- 2:40 Board Member Qualifications
- 2:50 Board Member Term of Office
- 2:80 Board Member Oath and Conduct
 - 2:80-E Exhibit - Board Member Code of Conduct
- 2:100 Board Member Conflict of Interest
- 2:105 Ethics and Gift Ban
- 2:110 Qualifications, Term, and Duties of Board Officers
- 2:120 Board Member Development
- 2:125 Board Member Compensation; Expenses
 - 2:125-E3 Resolution to Regulate Expense Reimbursements

Board Relationships

- 2:130 Board -Executive Director Relationship
- 2:140 Communications To and From the Board
 - 2:140-E Exhibit - Guidance for Board Member Communications, Including Email Use
- 2:150 Committees
- 2:160 Board Attorney
- 2:170 Procurement of Architectural, Engineering, and Land Surveying Services

Board Meetings

- 2:200 Types of Board Meetings
- 2:210 Organizational Board Meeting
- 2:220 Board of Control Meeting Procedure
 - 2:220-E1 Exhibit – Board Treatment of Closed Meeting Verbatim Recordings and Minutes
 - 2:220-E2 Exhibit - Motion to Adjourn to Closed Meeting
 - 2:220-E3 Exhibit - Closed Meeting Minutes
- 2:230 Public Participation at Board of Control Meetings and Petitions to the Board

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Board Policy

2:240 Board Policy Development

2:240-E1 Exhibit - PRESS Issue Updates

2:240-E2 Exhibit - Developing Local Policy

Board Records

2:250 Access to SASED Public Records

Uniform Grievance Procedure

2:260 Uniform Grievance Procedure

Governance

2:265 Title IX Sexual Harassment Grievance Procedure

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Governance

SASED Boards

~~Board of Control~~ Board of Directors

SASED operations are governed by the Board of ~~Control~~ Directors whose membership, responsibilities and authority shall be as described in the Articles of Joint Agreement/By-Laws for the School Association for Special Education in DuPage (SASED).

Official action by the Board of ~~Control~~ Directors may only occur at a duly called and legally conducted meeting at which a quorum is physically present. Board of ~~Control~~ Directors members, as individuals, have no legal authority over SASED affairs, except as provided by law or as authorized by the Board of ~~Control~~.

~~Board of Control~~ Governing Board

~~The SASED is governed by a Board of Control and a Board of Control, both consisting of 18 members each. The Board of Control's powers and duties include the authority to adopt, enforce, and monitor all policies for the management and governance of SASED's schools. SASED's fiscal and legal matters are governed by the Governing Board, whose membership, responsibilities and authority shall be as described in the Articles of Agreement Joint Agreement/By-Laws for the School Association for Special Education in DuPage (SASED).~~

Official action by the ~~Board of Control~~ Governing Board may only occur at a duly called and legally conducted meeting. Except as otherwise provided by the Open Meetings Act, a quorum must be physically present at the meeting.

As stated in the Board of ~~Control~~ member oath of office prescribed by the School Code, a Board of ~~Control~~ member has no legal authority as an individual.

LEGAL REF.: 5 ILCS 120/, Open Meetings Act.
105 ILCS 5/10-1, 5/10-10, 5/10-12, 5/10-16.5, 5/10-16.7, and 5/10-20.5.

CROSS REF.: 1:10 (SASED Legal Status), 2:20 (Powers and Duties of the Board; Indemnification), 2:80 (Board Member Oath and Conduct), 2:120 (Board Member Development), 2:200 (Types of Board Meetings), 2:220 (Board Meeting Procedure)

ADOPTED:

Governance

Powers and Duties of the Boards; Indemnification

The ~~Board of Control and the~~ Boards shall have those powers and duties assigned to them in the Joint Agreement/By-Laws for the School Association for Special Education in DuPage (SASED). Members of the Board(s) ~~of Control and the Governing Board~~ shall comply with requirements in the Abused and Neglected Child Reporting Act (ANCRA). Specifically, each individual Board member must, if an allegation is raised to the member during an open or closed Board meeting that a student is an abused child as defined in the (ANCRA), direct or cause the Board to direct the Executive Director or other equivalent administrator to comply with (ANCRA'S) requirements concerning the reporting of child abuse.

To the extent allowed by law, the Governing Board shall defend, indemnify, and hold harmless all Board members, employees, volunteer personnel (pursuant to 105 ILCS 5/10-22.34, 10-22.34a, and 10-22.34b), mentors of certified staff (pursuant to 105 ILCS 5/2-3.53a, 2-3.53b, and 105 ILCS 5/21A-5 et. Seq.), and students teachers who, in the course of discharging their official duties imposed or authorized by law, are sued as parties in a legal proceeding. Nothing herein, however, shall be construed as obligating the Board to defend, indemnify, or hold harmless any person who engages in criminal activity, official misconduct, fraud, intentional or willful wanton misconduct, or acts beyond the authority properly vested in the individual.

LEGAL REF.: 105 ILCS 5/10, 5/17-1, 5/21B-85, and 5/27-1.
115 ILCS 5/, Ill. Educational Labor Relations Act.
325 ILCS 5/, Abused and Neglected Child Reporting Act.

CROSS REF.: 1:10 (School District Legal Status), 1:20 (District Organization, Operations, and Cooperative Agreements), 2:10 (SASED Governance), 2:80 (Board Member Conduct), 2:140 (Communications To and From the Board), 2:210 (Organizational Governing Board Meeting), 2:240 (Board Policy Development), 4:60 (Purchases and Contracts), 4:70 (Resource Conservation), 4:100 (Insurance Management), 4:110 (Transportation), 4:150 (Facility Management and Building Programs), 4:165 (Awareness and Prevention of Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:290 (Employment Termination and Suspensions), 6:10 (Educational Philosophy and Objectives), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 8:10 (Connection with the Community), 8:30 (Visitors to and Conduct on School Property)

ADOPTED:

Governance

Board Member Qualifications

In order to serve on the Board of ~~Control Directors~~, an individual must be a ~~member of the Board of Education or a~~ Superintendent of a member district, unless the exception, as stated in the Joint Agreement/By-Laws for School Association for Special Education in DuPage (SASED) is met. ~~The member shall be selected by their local Board of Education.~~

In order to serve on the Governing Board, an individual must be a member of the Board of Education of a member district. The member shall be selected by the local Board of Education.

LEGAL REF.: Joint Agreement/By-Laws for School Association for Special Education in DuPage (SASED). IV, 1.

ADOPTED:

Governance

Board Member Term of Office

Board of ~~Control~~ Directors

~~A Board of Education member of the~~ The Superintendent shall represent each member district on the Board of ~~Control~~ Directors, unless the exception, as stated in the Joint Articles of Agreement, is met. ~~The member district, by Resolution, shall designate its 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~~ Director's meetings in the event 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, with nine (9) representatives appointed in even years and nine (9) representatives appointed in uneven years.~~ representative of the member district is unable to attend, and shall provide a copy to SASSED's Secretary. The alternate must be a Board of Education member appointed by their respective member district. All terms will be for two (2) years. Such appointments shall take place at a regularly scheduled member district Board of Education meeting and be reported to SASSED prior to its May Board of ~~Control~~ Directors meeting.

Governing Board

A Board of Education member shall represent each member district on the Governing Board. The member district, by Resolution, shall designate its representative and shall provide a copy to SASSED's Secretary. Additionally, each member district, by Resolution, shall designate an Alternate Representative to attend Governing Board meetings in the event that the representative of the member district is unable to attend. All terms will be for two (2) years. Such appointments shall take place at a regularly scheduled member district Board of Education meeting and be reported to SASSED prior to its June Governing Board meeting.

LEGAL REF.: 10 ILCS 5/2A-1.1, 5/22-17, and 5/22-18.
105 ILCS 5/10-10, 5/10-16, and 5/10-16.5.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:210 (Organizational Governing Board Meeting)

ADOPTED:

Governance

Board Member Conduct

The SASSED Board adopts the Illinois Association of School Boards' "Code of Conduct for Board Members". A copy of the Code shall be displayed in the regular Board meeting room.

CROSS REF.: 1:30 (School District Philosophy), 2:20 (Powers and Duties of the Governing Board; Indemnification), 2:50 (Board Member Term of Office), 2:100 (Board Member Conflict of Interest), 2:105 (Ethics and Gift Ban), 2:210 (Organizational Governing Board Meeting)

ADOPTED:

Board of Control

Exhibit - Board of Control Code of Conduct

Each member of School Association for Special Education in DuPage (SASED) Board of ~~Control~~ Directors and Governing Board ascribes to the following code of conduct:

1. I shall represent all ~~School District~~ SASED constituents honestly and equally and refuse to surrender my responsibilities to special interest or partisan political groups.
2. I shall avoid any conflict of interest or the appearance of impropriety which could result from my position and will not use my Board of Control for personal gain or publicity.
3. I shall recognize that a Board of Control member has no legal authority as an individual and that decisions can be made only by a majority vote at a Board of Control meeting.
4. I shall take no private action that might compromise the Board or administration and will respect the confidentiality of privileged information.
5. I shall abide by majority decisions of the Board of Control, while retaining the right to seek changes in such decisions through ethical and constructive channels.
6. I shall encourage and respect the free expression of opinion by my fellow Board of Control members and others who seek a hearing before the Board of Control.
7. I shall be involved and knowledgeable about not only local educational concerns, but also about State and national issues.

In addition, I shall encourage my Board of Control to pursue the following goals:

1. The development of educational programs which meet the individual needs of every student, regardless of ability, race, sex, creed, social standing, or disability.
2. The development of procedures for the regular and systematic evaluation of programs, staff performance and Board of Control operations to ensure progress toward educational and fiscal goals.
3. The development of effective Board of Control policies which provide direction for the operation of SASED's programs and delegate authority to the Executive Director for their administration.
4. The development of systematic communications which ensure that the Board of Control, member districts, administration, staff, students and community are fully informed and that the staff understands the community's aspirations for its schools.
5. The development of sound business practices which ensure that every dollar spent produces maximum benefits.

DATED:

Governance

Board Member Conflict of Interest

No Board member shall: (1) have a beneficial interest directly or indirectly in any contract, work, or business of SASSED unless permitted by State or federal law; or (2) solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts with SASSED. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.

Board members must annually file a *Statement of Economic Interests* as required by the Illinois Governmental Ethics Act. Each Board member is responsible for filing the statement with the county clerk of the county in which the SASSED's main office is located by May 1.

Federal and State Grant Awards

No Board member shall participate in the selection, award, or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) if he or she has a real or apparent conflict of interest. A conflict of interest arises when a Board member or any of the following individuals has a financial or other interest in or a tangible benefit from the entity selected for the contract:

1. A member of the Board member's immediate family;
2. The Board member's partner; or
3. An entity that employs or is about to employ the Board member or one of the individuals listed in one or two above.

LEGAL REF.: 105 ILCS 5/109.
5 ILCS 420/ III. Governmental Ethics Act.
30 ILCS 708/, Grant Accountability and Transparency Act.
50 ILCS 105/3, Public Officer Prohibited Activities Act.
2 C.F.R. §200.318(c)(1).

CROSS REF.: 2:105 (Ethics and Gift Ban), 4:60 (Purchases and Contracts), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest)

ADOPTED:

Governance

Ethics and Gift Ban

Prohibited Political Activity

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

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

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

Limitations on Receiving Gifts

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

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

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

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

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

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

A Board member or employee, his or her spouse or an immediate family member living with the Board member or employee, does not violate this policy if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under 26 U.S.C. §501(c)(3).

Enforcement

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

Written complaints alleging a violation of this policy shall be filed with the Executive Director or Board Chairperson. If attempts to correct any misunderstanding or problem do not resolve the matter, the Executive Director or Board Chairperson shall, after consulting with the Board Attorney, either place the alleged violation on a Board meeting agenda for the Board's disposition or refer the

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

Definitions

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

Political activity means:

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

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

Prohibited source means any person or entity who:

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

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

Complaints of Sexual Harassment Made Against Board Members

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

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

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

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

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

LEGAL REF.: 105 ILCS 5/22-93.
5 ILCS 430/, State Officials and Employees Ethics Act.
10 ILCS 5/9-25.1, Election Interference Prohibition Act.

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

ADOPTED:

Governance

Qualifications, Term, and Duties of Board Officers

The officers of both the Board of ~~Control~~ Directors and the Governing Board shall be: Chairperson, Vice Chairperson, and Secretary. These officers are elected or appointed by ~~the~~ each Board at its organizational meeting.

Chairperson

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

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

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

The Vice Chairperson fills a vacancy in the Chairpersonship.

Vice Chairperson

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

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

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

Secretary

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

1. Keep minutes for all Board meetings, and keep the verbatim record for all closed Board meetings;

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

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

Recording Secretary

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

For each Board the Recording Secretary shall:

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

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

Treasurer

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

The Treasurer shall:

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

LEGAL REF.: 5 ILCS 120/7 and 420/4A-106.

105 ILCS 5/8-1, 5/8-2, 5/8-3, 5/8-6, 5/8-16, 5/8-17, 5/10-1, 5/10-5, 5/10-7, 5/10-8, 5/10-13, 5/10-13.1, 5/10-14, 5/10-16.5, 5/10-21.9, 5/17-1, and 5/21B-85.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:105 (Ethics and Gift Ban), 2:150 (Committees), 2:210 (Organizational Governing Board Meeting), 2:220 (Governing Board Meeting Procedure)

ADOPTED:

Governance

Board Member Development

SASED desires that its individual Board members learn, understand, and practice effective governance principles. Each SASED Board is responsible for Board member orientation and development.

The Chairperson of each Board and/or the Executive Director shall provide all Board members with information regarding education materials, publications, and notices of training or development pertinent to governance of the cooperative.

Mandatory Board Member Training

Each Board member is responsible for his or her own compliance with the mandatory training laws that are described below:

1. Each Board member elected or appointed to fill a vacancy of at least one year's duration must complete at least four hours of professional development leadership training in education and labor law, financial oversight and accountability, fiduciary responsibilities, and (beginning in the fall of 2023) trauma-informed practices for students and staff within the first year of his or her first term.
2. Each Board member must complete training on the Open Meetings Act no later than 90 days after taking the oath of office for the first time. After completing the training, each Board member must file a copy of the certificate of completion with the Board. Training on the Open Meetings Act is only required once.
3. Each Board member must complete a training program on evaluations under the Performance Evaluation Reform Act (PERA) before participating in a vote on a tenured teacher's dismissal using the optional alternative evaluation dismissal process. This dismissal process is available after the SASED PERA implementation date.

Professional Development; Adverse Consequences of School Exclusion; Student Behavior

The Board Chairperson or Executive Director, or their designees, will make reasonable efforts to provide ongoing professional development to Board members about the adverse consequences of school exclusion and justice-system involvement, effective classroom management strategies, culturally responsive discipline, appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates.

Board Self-Evaluation

The Board will conduct periodic self-evaluations with the goal of continuous improvement.

New Board Member Orientation

The orientation process for newly elected or appointed Board members includes:

1. The Board Chairperson or Executive Director, or their designees, shall give each new Board member a copy of or online access to the Board Policy Manual, the Board's regular meeting minutes for the past year, and other helpful information including material describing the District and explaining the Board's roles and responsibilities.

2. The Board Chairperson or designee shall schedule one or more special Board meetings, or schedule time during regular meetings, for Board members to become acquainted and to review Board processes and procedures.
3. The Board Chairperson may request a veteran Board member to mentor a new member.

LEGAL REF.: 5 ILCS 120/1.05 and 120/2.
105 ILCS 5/10-16a and 5/24-16.5.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:125 (Board Member Compensation; Expenses), 2:200 (Types of Governing Board Meetings)

ADOPTED:

Governance

Board Member Compensation; Expenses

Board Member Compensation Prohibited

Board members provide volunteer service to the community and may not receive compensation for services, except that a Board member serving as the Board Secretary may be paid an amount up to the statutory limit if the Board so provides.

Roll Call Vote

All Board member expense requests for travel, meals, and/or lodging must be approved by roll call vote at an open meeting of the Board.

Regulation of SASSED Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses in the SASSED by resolution. No later than approval of the annual budget and when necessary, the Executive Director will recommend a maximum allowable reimbursement amount for expenses to be included in the resolution. The recommended amount should be based upon the SASSED's budget and other financial considerations.

Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the Board member, (2) anyone's personal expenses, or (3) entertainment expenses. Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event.

Exceeding the Maximum Allowable Reimbursement Amount(s)

All requests for expense advancements, reimbursements, and/or purchase orders that exceed the maximum allowable reimbursement amount set by the Board may only be approved by it when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting.

Advancements

The Board may advance to its members actual and necessary expenses to be incurred while attending:

1. Meetings sponsored by the Illinois State Board of Education or by the Regional Superintendent of Schools directly relating to the governance of the Cooperative;
2. County or regional meetings and the annual meeting sponsored by any School Board association complying with Article 23 of the School Code; and
3. Meetings sponsored by a national organization in the field of public school education.

Expense advancement requests must be submitted to the Executive Director or designee on the Board's standardized estimated expense approval form. After spending expense advancements, Board members must use the Board's standardized expense reimbursement form and submit to the Executive Director: (a) the itemized, signed advancement voucher that was issued, and (b) the amount of actual expenses by attaching receipts. A Board member must return to SASSED any portion of an

expense advancement not used. If an expense advancement is not requested, expense reimbursements may be issued by the Board to its members for the activities listed in numbers one through three, above, along with registration fees or tuition for a course(s) that allowed compliance with the mandatory trainings described in policy 2:120, *Board Member Development* and other professional development opportunities that are encouraged by the School Code, and other training provided by one of the entities described in the above list (see the **Reimbursements and Purchase Orders** subhead, below). Expense advancements and vouchers shall be presented to the Board in its regular bill process.

Reimbursements and Purchase Orders

Expense reimbursement is not guaranteed and, when possible, Board members should seek pre-approval of expenses by providing an estimation of expenses on the Board's standardized estimated expense approval form, except in situations when the expense is diminutive. When pre-approval is not sought, Board members must seek reimbursement on the Board's standardized expense reimbursement form. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

Credit and Procurement Cards

Credit and procurement cards shall not be issued to Board members.

Standardized Expense Form(s) Required

All requests for expense advancement, reimbursement, and/or purchase orders in SASED must be submitted on the appropriate itemized, signed standardized form(s). The form(s) must show the following information:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and office of the Board member who is requesting the expense advancement or reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants.
3. The date(s) of the official business on which the expense advancement or reimbursement will be or was expended.
4. The nature of the official business conducted when the expense advancement or reimbursement will be or was expended.

Types of Official Business for Expense Advancements, Reimbursements, and Purchase Orders

1. Registration. When possible, registration fees will be paid by the SASED in advance.
2. Travel. The least expensive method of travel will be used, providing that no hardship will be caused to the Board member. Board members will be reimbursed for:
 - a. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts must be attached to the expense form.
 - b. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
 - c. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of

- coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
- d. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
 - e. Taxis, airport limousines, ride sharing or other local transportation costs.
3. Meals. Meals charged to the SASSED should represent mid-fare selections for the hotel/meeting facility or general area, consistent with the maximum allowable reimbursement amount set by the Board. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.
 4. Lodging. Board members should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Board members should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.
 5. Miscellaneous Expenses. Board members may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

Additional Requirements for Travel Expenses Charged to Federal and State Grants

All Board member expenses for travel charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must comply with Board policy 5:60, Expenses, and its implementing procedures. Travel expenses include costs for transportation, lodging, meals, and related items.

LEGAL REF.: 105 ILCS 5/10-20 and 5/10-22.32.
30 ILCS 708/, Government Accountability and Transparency Act.
50 ILCS 150/, Local Government Travel Expense Control Act.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 2:120 (Board Member Development), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards), 5:60 (Expenses)

ADOPTED:

Governing Board

Exhibit - Resolution to Regulate Expense Reimbursements

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

WHEREAS, Section 10 of the Local Government Travel Expense Control Act (50 ILCS 150/) provides that the Governing Board shall by resolution regulate the reimbursement of all travel, meal, and lodging expenses of officers and employees, including, but not limited to: (1) the types of official business for which travel, meal, and lodging expenses are allowed; (2) maximum allowable reimbursement for travel, meal, and lodging expenses; and (3) a standardized form for submission of travel, meal, and lodging expenses supported with minimum documentation;

WHEREAS, the Board regulates the types of expenses that are allowed in Board Policies 2:125, *Board Member Compensation; Expenses* and 5:60, *Expenses*;

WHEREAS, based upon the Cooperative's budget and other financial considerations, the Executive Director has recommended to the Board a maximum allowable reimbursement amount of \$3,500 for Board members and SASSED staff;

WHEREAS, the Board requires submission of appropriate standardized expense forms supported with required written minimum documentation (50 ILCS 150/10 and 20);

WHEREAS, submitted expenses that exceed the Board's maximum allowable reimbursement amount may be approved by a roll call vote at an open meeting of the Board when an emergency or other extraordinary circumstance exists (50 ILCS 150/10 and 15);

WHEREAS, all Board member expenses must be approved by a roll call vote at an open meeting of the Board (50 ILCS 150/15);

THEREFORE, BE IT RESOLVED, that the Board hereby:

1. Defines and sets the types of allowable expenses through Board policies 2:125, *Board Member Compensation; Expenses* and 5:60, *Expenses*.
2. Sets the maximum allowable reimbursement for travel, meal, and lodging expenses to an amount not to exceed \$3,500, effective on January 25, 2023 until the Resolution is rescinded or replaced by the Board.
3. Supersedes its previously adopted *Resolution to Regulate Expense Reimbursements* as of the effective date in paragraph two above.
4. May approve expenses that exceed the Board's maximum allowable reimbursement amount by a roll call vote at an open meeting when an emergency or other extraordinary circumstance exists.
5. Must approve its members' expenses by a roll call vote at an open meeting.

Attested by: _____, Board Chairperson

Attested by: _____, Board Secretary

Governance

Board-Executive Director Relationship

The Governing Board employs, and Board of Control evaluates the Executive Director. Both Boards hold him or her responsible for the operation of SASSED in accordance with Board policies and State and federal law.

The Board-Executive Director relationship is based on mutual respect for their complementary roles. The relationship requires clear communication of expectations regarding the duties and responsibilities of both the Board and Executive Director.

Both Boards consider the recommendations of the Executive Director as the Cooperative's Chief Executive Officer. The Board of ~~Control~~ Directors adopts policies necessary to provide general direction for ~~the~~ SASSED and to encourage achievement of SASSED's goals. The Executive Director develops plans, programs, and procedures needed to implement the policies and directs SASSED's operations.

LEGAL REF.: 105 ILCS 5/10-16.7 and 5/10-21.4.

CROSS REF.: 3:40 (Executive Director)

ADOPTED:

Governance

Communications To and From the Board

The Board welcomes communications from staff members, parents/guardians, students, and community members. Individuals may submit questions or communications for the Board's consideration to the Executive Director or may use the electronic link to the Board's email address(es) posted on SASSED's website.

The Executive Director or designee shall:

1. Ensure that the home page for SASSED's website contains an active electronic link to the email address(es) for the Board, and
2. During the Board's regular meetings, report for the Board's consideration all questions or communications submitted through the active electronic link along with the status of SASSED's response in the Board meeting packet.

If contacted individually, Board members will refer the person to the appropriate level of authority, except in unusual situations. Board members' questions or communications to staff or about programs will be channeled through the Executive Director's office. Board members will not take individual action that might compromise the Board or SASSED. There is no expectation of privacy for any communication sent to the Board or its members, whether sent by letter, email, or other means.

Board Member Use of Electronic Communications

For purposes of this section, *electronic communications* includes, without limitation, electronic mail, electronic chat, instant messaging, texting, and any form of social networking. Electronic communications among a majority or more of a Board-quorum shall not be used for the purpose of discussing SASSED business. Electronic communications among Board members shall be limited to: (1) disseminating information, and (2) messages not involving deliberation, debate, or decision-making. The following list contains examples of permissible electronic communications:

- Agenda item suggestions
- Reminders regarding meeting times, dates, and places
- Board meeting agendas or information concerning agenda items
- Individual responses to questions posed by community members, subject to the other limitations in this policy

In accordance with the Open Meetings Act, individual Board members will not (a) reply to an email on behalf of the entire Board, or (b) engage in the discussion of SASSED business through electronic communications with a majority of a Board-quorum.

LEGAL REF.: 5 ILCS 120/, Open Meetings Act.
50 ILCS 205/20, Local Records Act.

CROSS REF.: 2:220 (Governing Board Meeting Procedure), 3:30 (Chain of Command), 8:110
(Public Suggestions and Concerns)

ADOPTED:

Governance

Exhibit - Guidance for Board Member Communications, Including Email Use

The Open Meetings Act (OMA) requires the **Governing** Board to discuss SASED business only at a properly noticed Board meeting. 5 ILCS 120/. Other than during a Board meeting, a majority or more of a Board-quorum may not engage in contemporaneous interactive communication, whether in person or electronically, to discuss SASED business. This *Guidance* assumes a Board covers issues arising from Board policy 2:140, *Communications To and From the Board*.

Communications Between or Among Board Members and/or the Executive Director Outside of a Properly Noticed Board Meeting

1. The Executive Director or designee is permitted to email information to Board members. For example, the Executive Director may email Board meeting agendas and supporting information to Board members. When responding to a single Board member's request, the Executive Director should copy all other Board members and include a *do not reply/forward* alert to the group, such as: **"BOARD MEMBER ALERT: This email is in response to a request. Do not reply or forward to the group but only to the sender."**
2. Board members are permitted to discuss any matter except SASED business with each other, whether in person or by telephone or email, regardless of the number of members participating in the discussion. For example, they may discuss league sports, work, or current events.
3. Board members are permitted to provide information to each other, whether in person or by telephone or email, that is non-deliberative and non-substantive. Examples of this type of communication include scheduling meetings and confirming receipt of information.
4. A Board member is not permitted to discuss SASED business with more than one other Board member at a time, whether in person or by telephone or email. Stated another way, a Board member may discuss SASED business in person or by telephone or email with only one other Board member at a time. However, a Board member should not facilitate interactive communication by discussing SASED business in a series of visits with, or telephone calls or emails to, Board members individually.
5. A Board member should include a *do not reply/forward* alert when emailing a message concerning SASED business to more than one other Board member. The following is an example of such an alert: **"BOARD MEMBER ALERT: This email is not for interactive discussion purposes. The recipient should not reply to it or forward it to any other individual."**
6. Board members should not forward email received from another Board member.

When Must the Electronic Communications Sent or Received by Individual Board Members Be Disclosed Pursuant to a Freedom of Information Act (FOIA) Request?

An electronic communication must be disclosed if it is a *public record* as defined by FOIA, unless a specific exemption applies. A public record is any recorded information "pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of any public body." 5 ILCS 140/2. Email sent or received by an individual Board member may be, depending on the content and circumstances, subject to disclosure as a *public record* (unless a FOIA exemption is applicable).

If a Board member uses a SASED-provided device or email address to discuss public business, the email is subject to disclosure under FOIA, barring an applicable exemption. If a Board member uses a private device and email address, the communication is subject to FOIA if it satisfies this test:

First, the communication pertains to the transaction of public business, and

Second, the communication was: (1) prepared by a public body, (2) prepared for a public body, (3) used by a public body, (4) received by a public body, (5) possessed by a public body, and/or (6) controlled by a public body.

This test is from the appellate court decision in City of Champaign v. Madigan, 992 N.E.2d 629 (Ill.App.4th 2013).

The following *examples* describe FOIA's treatment of electronic communications:

1. If an electronic communication does not pertain to public business, it is not a public record and is not subject to a FOIA request.
2. An electronic communication pertaining to public business that is:
 - a. Sent and/or received by an individual Board member using a personal electronic device and personal email address while he or she is at home or work **would not be a public record**. Individual Board members, alone, cannot conduct school SASED business. As stated earlier, emails among a majority or more of a Board-quorum violate OMA and, thus, are subject to disclosure during proceedings to enforce OMA.
 - b. Sent and/or received by an individual Board member on a SASED-issued device or SASED-issued email address **will be a public record** and subject to FOIA. The electronic communication is under the control of the SASED.
 - c. Received by an individual Board member on a personal electronic device and then forwarded by the Board member to a SASED-owned device or server **will be a public record** and subject to FOIA. The electronic communication is under the control of the SASED.
 - d. Received by an individual Board member using a personal electronic device and personal email address, and then forwarded by the Board member to enough members to constitute a majority or more of a Board-quorum **will be a public record** and subject to FOIA. The electronic communication is in SASED's possession.
 - e. Either sent to or from a Board member's personal electronic device during a Board meeting **will be a public record** and subject to FOIA. The electronic communication is in the SASED's possession because Board members were functioning collectively as a public body.

The SASED's Freedom of Information Officer and/or Board Attorney will help determine when a specific communication must be disclosed pursuant to a FOIA request.

When Must Electronic Communications Be Retained?

Email that qualifies under FOIA as a *public record* will need to be stored pursuant to the Local Records Act (LRA), only if it is evidence of the SASED's organization, function, policies, procedures, or activities or contains informational data appropriate for preservation. 50 ILCS 205/. An example is any email from a Board officer concerning a decision made in his or her capacity as an officer. If a Board member uses his or her personal email, he or she must copy this type of email to the appropriate SASED office where it will be stored. If made available, Board members should use their email accounts provided by the SASED, and SASED will automatically store the official record

messages. The SASSED will delete these official record messages as provided in an applicable, approved **retention schedule**. Of course, email pertaining to public business that is sent or received by a Board Member using a SASSED-issued device or email address will be subject to FOIA, even if the email does not need to be retained under the LRA.

Important: Do not destroy any email concerning a topic that is being litigated without obtaining the Board attorney's direction. In federal lawsuits, there is an automatic discovery of virtually all types of electronically created or stored data that might be relevant. Attorneys will generally notify their clients at the beginning of a legal proceeding not to destroy any electronic records that might be relevant. This is referred to as a *litigation hold*. For more discussion of a litigation hold, see 2:250-AP2, *Protocols for Record Preservation and Development of Retention Schedules*. In addition, any person who knowingly with the intent to defraud any party destroys, removes, or conceals any public record commits a Class 4 felony. 50 ILCS 205/4.

DATED:

Governance

Committees

The Board of ~~Control~~ Directors may establish committees to assist with the Board's governance function and, in some situations, to comply with State law requirements. These committees are known as Board committees and report directly to the Board. Committee members may include both Board members and non-Board members depending on the committee's purpose. The Board Chairperson makes all Board committee appointments unless specifically stated otherwise. Board committee meetings shall comply with the Open Meetings Act. A Board committee may not take final action on behalf of the Board – it may only make recommendations to the Board.

Special Board Committees

A special committee may be created for specific purposes or to investigate special issues. A special committee is automatically dissolved after presenting its final report to the Board or at the Board's discretion.

Standing Board Committees

A standing committee is created for an indefinite term although its members will fluctuate. Standing committees are:

1. Board Policy Committee. This committee researches policy issues, and provides information and recommendations to the Board.
2. Parent-Teacher Advisory Committee. This committee assists in the development of student behavior policy and procedure, and provides information and recommendations to the Board. Its members are parents/guardians and teachers, and may include persons whose expertise or experience is needed. The committee reviews such issues as administering medication in the schools, reciprocal reporting between the Cooperative and local law enforcement agencies regarding criminal offenses committed by students, student discipline, disruptive classroom behavior, school bus safety procedures, and the dissemination of student conduct information.
3. Behavioral Interventions/Oversight Committee. This committee develops and monitors procedures for using behavioral interventions in accordance with Board policy 7:230, *Misconduct by Students with Disabilities*, and provides information and recommendations to the Board. At the Board Chairperson's discretion, the Parent-Teacher Advisory Committee shall perform the duties assigned to the Behavioral Interventions Committee.
4. Finance Committee.

Nothing in this policy limits the authority of the Executive Director or designee to create and use committees that report to him or her or to other staff members.

LEGAL REF.: 5 ILCS 120/, Open Meetings Act.
105 ILCS 5/10-20.14 and 5/14-8.05.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 2:200 (Types of
Governing Board Meetings), 2:240 (Board Policy Development), 7:190 (Student
Behavior), 7:230 (Misconduct by Students with Disabilities)

ADOPTED:

PENDING ADOPTION

Governance

Board Attorney

The Board(s) ~~of Control~~ may enter into an agreement for legal services with one or more attorneys or law firms to be the Board Attorney(s). The Board Attorney represents and advice the Governing Board and the Board of ~~Control~~ Directors in the discharge of their respective duties to govern SASED. The Board Attorney shall not represent another client if the representation involves a concurrent conflict of interest, unless permitted by the Ill. Rules or Professional Conduct adopted by the Ill. Supreme Court. The Board Attorney serves on a retainer of other fee arrangement for legal services, SASED will only pay for legal services that are provided in accordance with the agreement for legal services or are otherwise authorized by this policy or a majority of the Board.

The Executive Director and Board Chairpersons are authorized to confer with and/or seek the legal advice of the Board Attorney. The Board may authorize a specific member to confer with legal counsel on its behalf. The Executive Director may authorize the Board Attorney to represent SASED in any legal matter until the Board has an opportunity to consider the matter.

The Board of ~~Control~~ Directors retains the right to consult with or employ other attorneys and to terminate the service of any attorney.

Legal Fees

SASED will promote and support legal clarifications, defend legal positions and/or support suits that will clarify special education issues that affect the entire cooperative.

Due Process/Legal Assistance Policy

SASED will support member districts with technical assistance, staff energies, data and consultation prior to, during, and after all due process issues. SASED will offer this support during the due process preparation for a hearing throughout the full legal process until the issue is resolved, even if this involves various levels of litigation.

The member district involved in a due process or related litigation will bear all costs and legal responsibilities related to the disposition of the matter.

If a legal opinion is requested by a member district, SASED may utilize its legal firm(s) to obtain such legal opinion, and/or request such legal opinion through the Regional Office of Education and/or from the Illinois State Board of Education Legal Department. However, SASED will pay no costs for SASED legal representation at a district due process meeting or other legal hearings.

Technical assistance services are defined, generally, as those provided by SASED to districts as part of a member districts' membership in SASED. These services are at no special or extra costs beyond the normal membership rate structure. These services include but are not limited to: consultation, training of staff, background legal opinions to present to district throughout due process, and presentation to the district of all required programmatic and student information.

LEGAL REF.: Rule 1.7 (Conflict of Interest: Current Clients) and Rule 1.13 (Organization as Client) of the Ill. Rules of Professional Conduct adopted by the Ill. Supreme Court.

ADOPTED:

PENDING ADOPTION

Governance

Procurement of Architectural, Engineering, and Land Surveying Services

The Board of ~~Control~~ Directors selects architects, engineers, and land surveyors to provide professional services to the District on the basis of demonstrated competence and qualifications, and in accordance with State law.

LEGAL REF.: 40 U.S.C. §541.
50 ILCS 510/, Local Government Professional Services Selection Act.
105 ILCS 5/10-20.21.
Shively v. Belleville Twp. High Sch. Dist. 201, 329 Ill.App.3d 1156 (5th Dist. 2002), *appeal denied*.

ADOPTED:

Governance

Types of Board Meetings

General

For all meetings of the Governing Board or Board of ~~Control~~ Directors and their committees, the Executive Director or designee shall satisfy all notice and posting requirements contained herein as well as in the Open Meetings Act. This shall include mailing meeting notifications to news media that have officially requested them and to others as approved by the Board. Unless otherwise specified, all meetings are held in the Cooperative's Administrative Center. Board policy 2:220, *Board Meeting Procedure*, governs meeting quorum requirements.

The Executive Director is designated on behalf of the Board and each Board committee to receive the training on compliance with the Open Meetings Act that is required by Section 1.05(a) of that Act. The Executive Director may identify other employees to receive the training. In addition, each Board member must complete a course of training on the Open Meetings Act as required by Section 1.05(b) or (c) of that Act.

Regular Meetings

The Board announces the time and place for its regular meetings at the beginning of each fiscal year. The Executive Director shall prepare and make available the calendar of regular Board meetings. The regular meeting calendar may be changed with 10 days' notice in accordance with State law.

A meeting agenda shall be posted at the Cooperative's Administrative Center and the Board's meeting room, or other location where the meeting is to be held, at least 48 hours before the meeting.

Closed Meetings

The Board and Board committees may meet in a closed meeting to consider the following subjects:

1. 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. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with [the Open Meetings Act]. 5 ILCS 120/2(c)(1), amended by P.A. 101-459.
2. Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
3. Evidence or testimony presented in open hearing, or in closed hearing where specifically authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision setting forth its determinative reasoning. 5 ILCS 120/2(c)(4).

4. The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
5. The setting of a price for sale or lease of property owned by the public body. 5 ILCS 120/2(c)(6).
6. The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
7. Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
8. Student disciplinary cases. 5 ILCS 120/2(c)(9).
9. The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
10. Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. 5 ILCS 120/2(c)(11).
11. The establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the public body or any intergovernmental risk management association or self insurance pool of which the public body is a member. 5 ILCS 120/2(c)(12).
12. Self evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the public body is a member. 5 ILCS 120/2(c)(16).
13. Discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).
14. Meetings between internal or external auditors and governmental audit committees, finance committees, and their equivalents, when the discussion involves internal control weaknesses, identification of potential fraud risk areas, known or suspected frauds, and fraud interviews conducted in accordance with generally accepted auditing standards of the United States of America. 5 ILCS 120/2(c)(29).

The Board may hold a closed meeting, or close a portion of a meeting, by a majority vote of a quorum, taken at an open meeting. The vote of each Board member present, and the reason for the closed meeting, will be publicly disclosed at the time of the meeting and clearly stated in the motion and the meeting minutes.

A single motion calling for a series of closed meetings may be adopted when such meetings will involve the same particular matters and are scheduled to be held within three months of the vote.

No final Board action will be taken at a closed meeting.

Reconvened or Rescheduled Meetings

A meeting may be rescheduled or reconvened. Public notice of a rescheduled or reconvened meeting shall be given in the same manner as that for a special meeting, except that no public notice is

required when the original meeting is open to the public and: (1) is to be reconvened within 24 hours, or (2) an announcement of the time and place of the reconvened meeting was made at the original meeting and there is no change in the agenda.

Special Meetings

Special meetings may be called by the Chairperson or by any five members of the Board by giving notice thereof, in writing, stating the time, place, and purpose of the meeting to remaining Board members by mail at least 48 hours before the meeting, or by personal service at least 24 hours before the meeting.

Public notice of a special meeting is given by posting a notice at the Cooperative's Administrative Center main office at least 48 hours before the meeting and by notifying the news media that have filed a written request for notice. A meeting agenda shall accompany the notice.

All matters discussed by the Board at any special meeting must be related to a subject on the meeting agenda.

Emergency Meetings

Public notice of emergency meetings shall be given as soon as practical, but in any event, before the meeting to news media that have filed a written request for notice.

Posting on the SASSED Website

In addition to the other notices specified in this policy, the Executive Director or designee shall post the following on the SASSED website: (1) the annual schedule of regular meetings, which shall remain posted until the Board approves a new schedule of regular meetings; (2) a public notice of all Board meetings; and (3) the agenda for each regular meeting which shall remain posted until the regular meeting is concluded.

LEGAL REF.: 5 ILCS 120/, Open Meetings Act.
5 ILCS 140/, Freedom of Information Act.
105 ILCS 5/10-6 and 5/10-16.

CROSS REF.: 2:110 (Qualifications Term, and Duties of Board Officers), 2:120 (Board Member Development), 2:210 (Organizational Governing Board Meetings), 2:220 (Governing Board Meeting Procedure), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board), 6:235 (Access to Electronic Networks)

ADOPTED:

Governance

Organizational Board Meeting

Board of ~~Control~~ Directors

The Board of ~~Control~~ Directors will hold an Annual Organizational Meeting in May for the purposes of:

1. Seating the Board members;
2. Electing officers who assume office immediately upon their election;
3. Determining a time and place for regular meetings;
4. Appointing standing committees: (1) Finance, (2) Policy, (3) Parent-Teacher Advisory Council, and (4) Behavior Oversight Committee;
5. Appointing a Board Treasurer and Recording Secretary;

Within ten (10) days following the Annual Organizational Meeting, the Executive Director will:

1. Place a public notice of the established time and place for regular meetings in a newspaper of general circulation and on the SASED website;
2. Notify all area news media who have requested such notice of the time and place for regular meetings;
3. Post a public notice of the time and place for regular meetings in the SASED Administrative Center.

Governing Board

The Governing Board will hold an Annual Organizational Meeting in May for the purposes of:

1. Seating the Board members;
2. Electing officers who assume office immediately upon their election;
3. Determining a time and place for regular meetings;

Within ten (10) days following the Annual Organizational Meeting, the Executive Director will:

1. Place a public notice of the established time and place for regular meetings in a newspaper of general circulation and on the SASED website;
2. Notify all area news media who have requested such notice of the time and place for regular meetings;
3. Post a public notice of the time and place for regular meetings in the SASED Administrative Center.

LEGAL REF.: 105 ILCS 5/10-5, 5/10-16, and 5/10-16.5.
10 ILCS 5/2A-1 et seq., Election Code.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers), 2:200 (Types of Governing Board Meetings), 2:220 (Governing Board Meeting Procedure), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board)

ADOPTED:

Governance

Governing Board Meeting Procedure

Agenda

The Board Chairperson is responsible for focusing the Board meeting agendas on appropriate content. The Executive Director shall prepare agendas in consultation with the Board Chairperson. The Chairperson shall designate a portion of the agenda as a consent agenda for those items that usually do not require extensive discussion before Board action. Upon the request of any Board member, an item will be withdrawn from the consent agenda and placed on the regular agenda for independent consideration.

Each Board meeting agenda shall contain the general subject matter of any item that will be the subject of final action at the meeting. Items submitted by Board members to the Executive Director or the Chairperson shall be placed on the agenda for an upcoming meeting. Cooperative residents may suggest inclusions for the agenda. Discussion items may be added to the agenda upon unanimous approval of those Board members present. The Board will take final action only on items contained in the posted agenda; items not on the agenda may still be discussed.

The Executive Director shall provide a copy of the agenda, with adequate data and background information, to each Board member at least 48 hours before each meeting, except a meeting held in the event of an emergency. The meeting agenda shall be posted in accordance with Board policy 2:200, *Types of Board Meetings*.

The Board Chairperson shall determine the order of business at regular Board meetings. Upon consent of a majority of members present, the order of business at any meeting may be changed.

Voting Method

Unless otherwise provided by law, when a vote is taken upon any measure before the Board, with a quorum being present, a majority of the votes cast shall determine its outcome. A vote of *abstain* or *present*, or a vote other than *yea* or *nay*, or a failure to vote, is counted for the purposes of determining whether a quorum is present. A vote of *abstain* or *present*, or a vote other than *yea* or *nay*, or a failure to vote, however, is not counted in determining whether a measure has been passed by the Board, unless otherwise stated in law. The sequence for casting votes is rotated.

On all questions involving the expenditure of money and on all questions involving the closing of a meeting to the public, a roll call vote shall be taken and entered in the Board's minutes. An individual Board member may request that a roll call vote be taken on any other matter; the Chairperson or other presiding officer may approve or deny the request but a denial is subject to being overturned by a majority vote of the members present.

Minutes

The Board Secretary shall keep written minutes of all Board meetings (whether open or closed), which shall be signed by the Chairperson and the Secretary. The minutes include:

1. The meeting's date, time, and place;
2. Board members recorded as either present or absent;
3. A summary of the discussion on all matters proposed, deliberated, or decided, and a record of any votes taken;
4. On all matters requiring a roll call vote, a record of who voted *yea* and *nay*;

5. If the meeting is adjourned to another date, the time and place of the adjourned meeting;
6. The vote of each member present when a vote is taken to hold a closed meeting or portion of a meeting, and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting;
7. A record of all motions, including individuals making and seconding motions;
8. Upon request by a Board member, a record of how he or she voted on a particular motion; and
9. The type of meeting, including any notices and, if a reconvened meeting, the original meeting's date.

The minutes shall be submitted to the Board for approval or modification at its next regularly scheduled open meeting. Minutes for open meetings must be approved within 30 days after the meeting or at the second subsequent regular meeting, whichever is later.

Every six months, or as soon after as is practicable, in an open meeting, the Board: (1) reviews minutes from all closed meetings that are currently unavailable for public release, and (2) determines which, if any, no longer require confidential treatment and are available for public inspection. This is also referred to as a *semi-annual review*. The Board may meet in a prior closed session to review the minutes from closed meetings that are currently unavailable for public release, but it reports its determination in open session.

The Board's meeting minutes must be submitted to the Board Treasurer at such times as the Treasurer may require.

The official minutes are in the custody of the Board Secretary. Open meeting minutes are available for inspection during regular office hours within 10 days after the Board's approval; they may be inspected in the Cooperative's Administrative Center, in the presence of the Secretary, the Executive Director or designee, or any Board member.

Minutes from closed meetings are likewise available, but only if the Board has released them for public inspection, except that Board members may access closed session minutes not yet released for public inspection (1) in SASSED administrative offices or their official storage location, and (2) in the presence of the Recording Secretary, the Executive Director or designated administrator, or any Board member. The minutes, whether reviewed by members of the public or the Board, shall not be removed from SASSED's administrative offices or their official storage location except by vote of the Board or by court order.

The Board's open meeting minutes shall be posted on the SASSED website within ten days after the Board approves them; the minutes will remain posted for at least 60 days.

Verbatim Record of Closed Meetings

The Executive Director, or the Board Secretary when the Executive Director is absent, shall audio record all closed meetings. If neither is present, the Board Chairperson or presiding officer shall assume this responsibility. After the closed meeting, the person making the audio recording shall label the recording with the date and store it in a secure location. The Executive Director shall ensure that: (1) an audio recording device and all necessary accompanying items are available to the Board for every closed meeting, and (2) a secure location for storing closed meeting audio recordings is maintained within the SASSED's administrative offices or their official storage location.

After 18 months have passed since being made, the audio recording of a closed meeting is destroyed provided the Board approved: (1) its destruction, and (2) minutes of the particular closed meeting.

Individual Board members may access verbatim recordings in the presence of the Recording Secretary, the Executive Director or designated administrator, or any elected Board member. Access to the verbatim recordings is available at the SASSED's administrative offices or the verbatim recording's official storage location. Requests shall be made to the Executive Director or Board

Chairperson. While a Board member is listening to a verbatim recording, it shall not be re-recorded or removed from SASSED's main office or official storage location, except by vote of the Board or by court order.

Before making such requests, Board members should consider whether such requests are germane to their responsibilities, service to the Cooperative, and their respective district. In the interest of encouraging free and open expression by Board members during closed meetings, the recordings of closed meetings should not be used by Board members to confirm or dispute the accuracy of recollections.

Quorum and Participation by Audio or Video Means

A quorum of the Board must be physically present at all Board meetings. A majority of the full membership of the Board constitutes a quorum.

Provided a quorum is physically present, a Board member may attend a meeting by video or audio conference if he or she is prevented from physically attending because of: (1) personal illness or disability, (2) employment or SASSED business, or (3) a family or other emergency. If a member wishes to attend a meeting by video or audio means, he or she must notify the recording secretary or Executive Director at least 24 hours before the meeting unless advance notice is impractical. The recording secretary or Executive Director will inform the Board Chairperson and make appropriate arrangements. A Board member who attends a meeting by audio or video means, as provided in this policy, may participate in all aspects of the Board meeting including voting on any item.

No Physical Presence of Quorum and Participation by Audio or Video; Disaster Declaration

The ability of the Board to meet in person with a quorum physically present at its meeting location may be affected by the Governor or the Director of the Ill. Dept. of Public Health issuing a disaster declaration related to a public health emergency. The Board Chairperson or, if the office is vacant or the Chairperson is absent or unable to perform the office's duties, the Vice Chairperson determines that an in-person meeting or a meeting conducted under the Quorum and Participation by Audio or Video Means subhead above, is not practical or prudent because of the disaster declaration; if neither the Chairperson nor Vice Chairperson are present or able to perform this determination, the Executive Director shall serve as the duly authorized designee for purposes of making this determination. The individual who makes this determination for the Board shall put it in writing, include it on the Board's published notice and agenda for the audio or video meeting and in the meeting minutes, and ensure that the Board meets every OMA requirement for the Board to meet by video or audio conference without the physical presence of a quorum.

Rules of Order

Unless State law or Board-adopted rules apply, the Board Chairperson, as the presiding officer, will use the most recent edition of Robert's Rules of Order Newly Revised, as a guide when a question arises concerning procedure.

Broadcasting and Recording Board Meetings

Any person may record or broadcast an open Board meeting. Special requests to facilitate recording or broadcasting an open Board meeting, such as seating, writing surfaces, lighting, and access to electrical power, should be directed to the Executive Director at least 24 hours before the meeting.

Recording meetings shall not distract or disturb Board members, other meeting participants, or members of the public. The Board Chairperson may designate a location for recording equipment, may restrict the movements of individuals who are using recording equipment, or may take such other steps as are deemed necessary to preserve decorum and facilitate the meeting.

LEGAL REF.: 5 ILCS 120/2a, 120/2.02, 120/2.05, 120/2.06, and 120/7.
105 ILCS 5/10-6, 5/10-7, 5/10-12, and 5/10-16.

CROSS REF.: 2:80 (Board Member Oath and Conduct), 2:150 (Committees), 2:200 (Types of
Governing Board Meetings), 2:210 (Organizational Governing Board Meeting),
2:230 (Public Participation at Governing Board Meetings and Petitions to the
Board)

ADOPTED:

PENDING ADOPTION

Board of Control

Exhibit - Board Treatment of Closed Meeting Verbatim Recordings and Minutes

The following procedures govern the verbatim audio recordings and minutes of ~~Governing~~ Board meetings that are closed to the public.

Actor	Action
<i>Before any Board meeting:</i> Executive Director or designee	Arranges to have an audio recording device with adequate storage capacity and a back-up audio recording device in the Board meeting room during every Board meeting regardless of whether a closed meeting is scheduled. The Board may close a portion of a public meeting without prior notice; it cannot, however, have a closed meeting unless it can record the session.
<i>Before a closed meeting:</i> Board Chairperson or presiding officer (#3 and #4 may be delegated to the Board Secretary or Recording Secretary)	On the closed meeting date: (1) convenes an open meeting, (2) requests a motion to adjourn into closed meeting making sure the reason for the meeting is identified in the motion, (3) takes a roll call vote, (4) ensures that the minutes record the vote of each member present and the reason for the closed meeting with a citation to the specific exception contained in the Open Meetings Act (OMA) authorizing the closed meeting (5 ILCS 120/2a), and (5) adjourns the open meeting.
<i>Before a closed meeting:</i> Executive Director or Board Secretary	Immediately before a closed meeting, tests and activates the audio recording device.
<i>During a closed meeting:</i> Board Chairperson or presiding officer	Convenes the closed meeting stating: Seeing a quorum of the Board of ~~Control~~ Directors gathered today, ____ date, at ____ o'clock, at _____ location, for the purpose of holding a closed meeting in order to confidentially discuss ____, I call the meeting to order. In order to record who is present, I request that each individual state his or her name and position with the SASSED. (Note: This script is an example.) Limits discussion to the topics that were included in the motion to go into a closed meeting. The failure to immediately call a person out-of-order who strays from the purposes included in the motion may result in an appearance of acquiescence. This responsibility to call a person out-of-order falls on each Board member in the event of the Chairperson's failure. Once the closed meeting is finished, announces a return to an open meeting or adjournment, and states the time.

Actor	Action
<i>After a closed meeting:</i> Executive Director, Recording Secretary, or Board Secretary	For Verbatim Recordings: Takes possession of the audio recording of the closed meeting and labels it with identification information, specifically the date and items discussed. Adds the identification information contained on the audio recording's label to a cumulative list of closed meeting recordings. As soon as possible, puts the recording of the closed meeting in the previously identified secure location for storing recordings of closed meetings. Upon request of a Board member: 1. Provides access to the verbatim recordings minutes at a reasonable time and place without disrupting SASSED operations; 2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the SASSED: a. The Recording Secretary, b. The Executive Director or designated administrator, or c. Any elected Board member; and 3. Logs the access to the recordings in 2:220-E7, <i>Access to Closed Meeting Minutes and Verbatim Recordings</i>. For Closed Meeting Minutes: Prepares written closed meeting minutes that include: • The date, time, and place of the closed meeting • The Board members present and absent • A summary of discussion on all matters proposed or discussed • The time the closed meeting was adjourned Upon request of a Board member: 1. Provides access to the closed session minutes at a reasonable time and place without disrupting SASSED operations; 2. Supervises the access to the closed session minutes or delegates it to one of the following individuals in the SASSED: a. The Recording Secretary, b. The Executive Director or designated administrator, or c. Any elected Board member; and 3. Logs the access in 2:220-E7, <i>Access to Closed Meeting Minutes and Verbatim Recordings</i>.

Actor	Action
<i>After a closed meeting:</i> Governing Board	Approves the previous closed meeting minutes at the next open meeting.
<i>In preparation for the semi-annual review:</i> Executive Director or designee	Every six months, prepares a recommendation concerning the continued need for confidential treatment of all of the Board's closed meeting minutes; includes this recommendation in the packet for the meeting in which the Board will conduct its semi-annual review. This step is in preparation of the Board's meeting to decide whether the need for confidential treatment of specific closed meeting minutes continues to exist. If the Board wants to discuss closed meeting minutes in closed session, places "review of unreleased closed meeting minutes" on a closed meeting agenda. Places "result of Board's review of unreleased closed meeting minutes" as an item on a subsequent open meeting agenda.
<i>In preparation for the semi-annual review:</i> Individual Board members	Before the meeting in which the Board will conduct its semi-annual review, examines the material supplied by the Executive Director. Individual Board members should consider: (1) the Executive Director's recommendation, (2) the recommendation of the Board Attorney, (3) other Board members' opinions, (4) the minutes themselves, and/or (5) whether the minutes would be exempted from public disclosure under the Illinois Freedom of Information Act.
<i>During the semi-annual review:</i> Governing Board	The Board decides in open session whether: (1) the need for confidentiality still exists as to all or part of closed meeting minutes, or (2) the minutes or portions thereof no longer require confidential treatment and are available for public inspection. The Board may have an earlier meeting in closed session to discuss the continued need for confidential treatment.
<i>After the semi-annual review:</i> Executive Director or designee	Re-labels and re-files closed meeting minutes as appropriate.
<i>Monthly:</i> Board Chairperson	Adds "destruction of closed meeting audio recording" as an agenda item to an upcoming open meeting.
<i>Monthly:</i> Governing Board	Approves the destruction of particular closed meeting recording(s) that are at least 18 months old and for which approved minutes of the closed meeting already exist.

LEGAL REF.: 5 ILCS 120/, Open Meetings Act.

DATED:

PENDING ADOPTION

Board of ~~Control~~ Directors**Exhibit - Motion to Adjourn to Closed Meeting****Motion to Adjourn to Closed Meeting**

Date: _____

Time: _____

Location: _____

A motion was made by _____, and seconded by _____, to adjourn to closed meeting to discuss:

- ☐ The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors, or specific volunteers of the SASED or legal counsel for the SASED, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor, or a volunteer of the SASED or against legal counsel for the SASED to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act. 5 ILCS 120/2(c)(1), amended by P.A. 101-459.
- ☐ Collective negotiating matters between the SASED and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2).
- ☐ The selection of a person to fill a public office, including a vacancy in a public office, when the SASED is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the SASED is given power to remove the occupant under law or ordinance. 5 ILCS 120/2(c)(3).
- ☐ Evidence or testimony presented in open hearing, or in closed hearing where authorized by law, to a quasi-adjudicative body, as defined in the Open Meetings Act, provided that the body prepares and makes available for public inspection a written decision with its determinative reasoning. 5 ILCS 120/2(c)(4).
- ☐ The purchase or lease of real property for the use of the SASED, including meetings held for the purpose of discussing whether a particular parcel should be acquired. 5 ILCS 120/2(c)(5).
- ☐ The setting of a price for sale or lease of property owned by the SASED. 5 ILCS 120/2(c)(6).
- ☐ The sale or purchase of securities, investments, or investment contracts. 5 ILCS 120/2(c)(7).
- ☐ Security procedures, school building safety and security, and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. 5 ILCS 120/2(c)(8).
- ☐ Student disciplinary cases. 5 ILCS 120/2(c)(9).
- ☐ The placement of individual students in special education programs and other matters relating to individual students. 5 ILCS 120/2(c)(10).
- ☐ Litigation, when an action against, affecting or on behalf of the particular SASED has been filed and is pending before a court or administrative tribunal, or when the SASED finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the closed meeting minutes. 5 ILCS 120/2(c)(11).
- ☐ The establishment of reserves or settlement of claims as provided in the Local Government and Governmental Employees Tort Immunity Act, if otherwise the disposition of a claim or potential claim might be prejudiced, or the review or discussion of claims, loss or risk management information, records, data, advice or communications from or with respect to any insurer of the SASED or any intergovernmental risk management association or self insurance pool of which the SASED is a member. 5 ILCS 120/2(c)(12).
- ☐ Self-evaluation, practices and procedures or professional ethics, when meeting with a representative of a statewide association of which the SASED is a member. 5 ILCS 120/2(c)(16).
- ☐ Discussion of minutes of meetings lawfully closed, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. 5 ILCS 120/2(c)(21).

Closed Meeting Roll Call:

“Yeas”	“Nays”

Motion: ☐ Carried ☐ Failed

DATED:

PENDING ADOPTION

Board of ~~Control~~ Directors**Exhibit - Closed Meeting Minutes****Closed Meeting Minutes**

Items in bold are required by 5 ILCS 120/2.06(a)(1)-(3). Non-bolded items align with best practices.

Date: _____**Time:** _____**Location:** _____

Name of person(s) taking and recording the minutes: _____

Name of person presiding: _____

Members in attendance:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

Members absent:

- 1.
- 2.
- 3.

Summary of the discussion on all matters (as specified in the vote to close the meeting):**Basis for the finding that litigation is probable or imminent, if applicable (5 ILCS 120/2(c)(11)):**

Time of adjournment or return to open meeting: _____

The Board of ~~Control~~ Directors, during its semi-annual review of closed session minutes, has decided these minutes no longer need confidential treatment. Semi-annual means every six months, or as soon after as is practicable, taking into account the nature and meeting schedule of the board. 5 ILCS 120/2.06(d), amended by P.A. 102-653.

☐ **These minutes are available for public inspection as of:** _____
(Date)

DATED:

Governance

Public Participation at Board Meetings and Petitions to the Board

At each regular and special open meeting, members of the public and SASED employees may comment to or ask questions of the Board, subject to reasonable constraints.

The individuals appearing before the Board are expected to follow these guidelines:

1. Complete the Request For Public Participation form 2:230-E and submit it to the Recording Secretary.
2. Address the Board only at the appropriate time as indicated on the agenda and when recognized by the Board Chairperson. This includes following the directives of the Board Chairperson to maintain order and decorum for all.
3. Use a sign-in sheet, if requested.
4. Identify oneself and be brief. Ordinarily, the time for any one person to address the Board during public participation shall be limited to three minutes. In unusual circumstances, and when an individual has made a request to speak for a longer period of time, the Board Chairperson may allow a person to speak for more than three minutes. If multiple individuals wish to address the Board on the same subject, the group is encouraged to appoint a spokesperson.
5. Observe, when necessary and appropriate, the Board Chairperson's authority to:
 - a. Shorten the time for each person to address the Board during public participation to conserve time and give the maximum number of people an opportunity to speak; and/or
 - b. Determine procedural matters regarding public participation not otherwise covered in Board policy.
6. Conduct oneself with respect and civility toward others and otherwise abide by Board policy 8:30, *Visitors to and Conduct on School Property*.

Petitions or written correspondence to the Board shall be presented to the Board in the next regular Board packet.

The Board generally will not act on a proposal, suggestion, or request when first presented by a member of the public during a Board meeting. A response will be made to the member of the public after a proper evaluation of a proposal, suggestion, or request has been completed.

Personal charges or complaints against individual employees of SASED will not be accepted at a public meeting of either SASED Board. Such charges or complaints shall be presented to the Executive Director, preferably in writing. All such charges or complaints will be investigated by the Executive Director and as appropriate reported to the Board of ~~Control~~ Directors.

LEGAL REF.: 105 ILCS 5/10-6 and 5/10-16.
5 ILCS 120/2.06, Open Meetings Act.

CROSS REF.: 2:220 (Board Meeting Procedure), 8:10 (Connection with the Community), 8:30
(Visitors to and Conduct on School Property)

ADOPTED:

PENDING ADOPTION

Governance

Board Policy Development

The Boards govern using written policies. Written policies ensure legal compliance, establish Board processes, articulate SASED ends, delegate authority, and define operating limits. Board policies also provide the basis for monitoring progress toward SASED ends.

Policy Development

Anyone may propose new policies, changes to existing policies, or deletion of existing policies. Staff suggestions should be processed through the Executive Director. Suggestions from all others should be made to the Board Chairperson or the Executive Director.

A Board Policy Committee will consider all policy suggestions and provide information and recommendations to the Board.

The Executive Director is responsible for: (1) providing relevant policy information and data to the Board, (2) notifying those who will implement or be affected by or required to implement a proposed policy and obtaining their advice and suggestions, and (3) having policy recommendations drafted into written form for Board deliberation. The Executive Director shall seek the counsel of the Board Attorney when appropriate.

Policy Adoption and Dissemination

Policies or policy revisions will not be adopted at the Board meeting at which they are first introduced, except when: (1) appropriate for a consent agenda because no Board discussion is required, or (2) necessary or prudent in order to meet emergency or special conditions or to be legally compliant. Further Board consideration may be given at a subsequent meeting(s) and after opportunity for community input. The adoption of a policy will serve to supersede all previously adopted policies on the same topic.

The Board policies are available for public inspection in the SASED's administrative office during regular office hours and on the SASED website. Copy requests should be made pursuant to Board policy 2:250, *Access to SASED Public Records*.

Board Policy Review and Monitoring

The Board will periodically review its policies for relevancy, monitor its policies for effectiveness, and consider whether any modifications are required. The Board may use an annual policy review and monitoring calendar.

Words Importing Gender

Throughout this policy manual, words importing the masculine and/or feminine gender include all gender neutral/inclusive pronouns.

Executive Director Implementation

The Board will support any reasonable interpretation of Board policy made by the Executive Director. If reasonable minds differ, the Board will review the applicable policy and consider the need for further clarification.

In the absence of Board policy, the Executive Director is authorized to take appropriate action.

Suspension of Policies

The Board, by a majority vote of members present at any meeting, may temporarily suspend a Board policy except those provisions that are controlled by law or contract. The failure to suspend with a specific motion does not invalidate the Board action.

LEGAL REF.: 105 ILCS 5/10-20.5.

CROSS REF.: 2:150 (Committees), 2:250 (Access to District Public Records), 3:40 (Executive Director)

ADOPTED:

PENDING ADOPTION

Governance

Exhibit - PRESS Issue Updates

This procedure is for **PRESS** subscribers. For subscribers to **PRESS Plus**, IASB's full-maintenance policy update service, the **PRESS Plus** Online User Guide, available at www.iasb.com/policy, provides further guidance.

Actor	Action
Executive Director	Manages the process for the Board to receive PRESS updates to policies. Manages the Board's compliance with the Open Meetings Act. Ensures that, as appropriate, the agendas for the Board Policy Committee and Board of ~~Control~~ Directors include discussion and list action to consider, adopt, or revise Board policies and Board exhibits. Manages the process for approving new or revised administrative procedures, administrative procedure exhibits, and changes to employee and student handbooks. Communicates all policy and administrative procedure revisions or adoptions, as appropriate, to staff members, parents, students, and community members.
Executive Director or Executive Director's Secretary	Updates the SASED's <i>Roster</i> as follows: 1. Go to www.iasb.com and click on the Member Login button. 2. Log in using your email address and password. If you do not know your password, use the "forgot your password?" link. 3. At the bottom of your Profile page, click on SASEDs You Manage and then the SASED name. 4. Review and verify or change SASED's existing records. Ensure that all current board members, administrators, and anyone else on staff who accesses PRESS are listed with their current email addresses.
Designated support staff	Logs in to PRESS Online as follows: 1. Go to www.iasb.com and click on the Member Login button. 2. Log in using your email address and password. If you do not know your password, use the "forgot your password?" link. 3. Under "My Account Links," click "PRESS Login." To each member of the Policy Committee, full Board, or other interested school official, emails or otherwise distributes the following: 1. PRESS Update Memo; 2. PRESS video tutorial link at: www.iasb.com/policy; 3. Committee worksheets; and 4. Current SASED policy in relevant areas. As appropriate, includes new and revised policies in the Board

Actor	Action
	meeting packets. After a policy is adopted or revised, updates SASSED's policy manual master electronic file and adds or updates adoption dates. Archives previous version of revised policy. Follows SASSED process for updating paper and online manuals. Considers distributing PRESS Update Memo to Building Principals.
Policy Committee (or Full Board)	Considers each PRESS update. Reviews all footnote changes. Decides which changes require Board of Control discussion and which are appropriate as consent agenda items. The following are appropriate for the consent agenda: changes to the Legal References and Cross References, and minor policy edits that do not require Board discussion. Requests review of recommended revisions by the Board Attorney, as appropriate. Presents recommendations regarding PRESS updates to the Board at a regularly scheduled meeting.
Full Board	Conducts a first reading of the policies that are recommended for adoption or revision. During the next regular meeting, conducts a second reading. A second reading allows the Board to hear feedback from interested parties, including staff, parents, students, and community members; however, State law does not require two readings. After the second reading, consider and take action to approve the policies at a duly convened open meeting.
Assistant Executive Directors, Directors, Building Principals, and supervisory employees	Reads PRESS Update Memo (if applicable) and adopted policies, follows the Executive Director's process for updating administrative procedures, and makes necessary changes to employee and student handbooks within their assigned building(s).
Anyone	For further clarification, view the online tutorial for PRESS, available at www.iasb.com/policy.

DATED:

Governance

Exhibit - Developing Local Policy

Actor	Action
Anyone (Executive Director, Board member, staff, parent, student, community member, or Board Attorney)	Brings a concern that may necessitate a new policy or a current policy's revision to the attention of the Board of ~~Control~~ Directors.
Executive Director	Confers with the Board Attorney as appropriate. Manages the Board's compliance with the Open Meetings Act. Ensures that, as appropriate, the agendas for the Board Policy Committee and Board of ~~Control~~ Directors include discussion and list action to consider, adopt, or revise Board policies and Board exhibits. Manages the process for approving new or revised administrative procedures, administrative procedure exhibits, and changes to employee and student handbooks. Communicates all policy and administrative procedure revisions or adoptions as appropriate to staff members, parents, students, and community members.
Policy Committee (or Full Board)	First, answers these questions to decide whether new policy language is needed: 1. Does the IASB Policy Reference Manual provide guidance? 2. Is the request something that should be covered in policy (i.e., Board work), or is it something that should be handled by the staff (i.e., staff work)? 3. Is it already covered in policy? Checks for policies that cover similar or connected topics using tools such as search engines, Tables of Contents, cross references, and indexes. Second, uses a 3-step process to draft new policy language: 1. Frames the question and discusses the topic. 2. Requests the Executive Director to provide research, including appropriate data, and input from others, such as, those who may be affected by the policy and those who will implement the policy. 3. Drafts or requests the Executive Director or Board Attorney to draft language addressing the concern that aligns with the Board's mission, vision, goals, and objectives. Third, decides whether the new language should be included in an existing policy or added as a new policy. Assigns any new policy an appropriate location and number. The PRESS coding system reserves policy numbers ending in a '0' and '5' for PRESS material. Locally developed SASED policies

Actor	Action
	should use policy numbers ending in 2, 4, 6, or 8.
Full Board	Conducts a first reading of the policy that is recommended for adoption or revision. During the next regular meeting, conducts a second reading. A second reading allows the Board to hear feedback from interested parties, including staff, parents, students, and community members; however, State law does not require two readings. After the second reading, consider and take action to approve the policies at a duly convened open meeting.
Designated support staff	After a policy is adopted or revised, updates SASSED's policy manual master electronic file and adds or updates adoption dates. Archives previous version of revised policy. Follows SASSED process for updating paper and online manuals.
Assistant Executive Directors, Directors, Building Principals, and supervisory employees	Reads PRESS Update Memo (if applicable) and adopted policies, follows the Executive Director's process for updating administrative procedures, and makes necessary changes to employee and student handbooks within their assigned building(s).

DATED:

Governance

Access to SASSED Public Records

Full access to SASSED's *public records* is available to any person as provided in the Illinois Freedom of Information Act (FOIA), this policy, and implementing procedures. The Executive Director or designee shall: (1) provide the Board with sufficient information and data to permit the Board to monitor SASSED's compliance with FOIA and this policy, and (2) report any FOIA requests during the Board's regular meetings along with the status of SASSED's response.

Freedom of Information Officer

The Executive Director shall appoint an employee, who may be himself or herself, to serve as SASSED's Freedom of Information Officer. That appointee assumes all the duties and powers of that office as provided in FOIA and this policy.

Definition

The SASSED's *public records* are defined as records, reports, forms, writings, letters, memoranda, books, papers, maps, photographs, microfilms, cards, tapes, recordings, electronic data processing records, electronic communications, recorded information and all other documentary material pertaining to the transaction of public business, regardless of physical form or characteristics, having been prepared by or for, or having been or being used by, received by, in the possession of, or under the control of ~~the School~~ SASSED.

Requesting Records

A request for inspection and/or copies of public records must be made in writing and may be submitted by personal delivery, mail, telefax, or email directed to SASSED's Freedom of Information Officer. Individuals making a request are not required to state a reason for the request other than to identify when the request is for a commercial purpose or when requesting a fee waiver. The Executive Director or designee shall instruct SASSED employees to immediately forward any request for inspection and copying of a public record to SASSED's Freedom of Information Officer or designee.

Responding to Requests

The Freedom of Information Officer shall approve all requests for public records unless:

1. The requested material does not exist;
2. The requested material is exempt from inspection and copying by the Freedom of Information Act; or
3. Complying with the request would be unduly burdensome.

Within five business days after receipt of a request for access to a public record, the Freedom of Information Officer shall comply with or deny the request, unless the time for response is extended as specified in Section 3 of FOIA. The Freedom of Information Officer may extend the time for a response for up to five business days from the original due date. If an extension is needed, the Freedom of Information Officer shall: (1) notify the person making the request of the reason for the extension, and (2) either inform the person of the date on which a response will be made, or agree with the person in writing on a compliance period.

The time periods are extended for responding to requests for records made for a *commercial purpose*, requests by a *recurrent requester*, or *voluminous requests*, as those terms are defined in Section 2 of FOIA. The time periods for responding to those requests are governed by Sections 3.1, 3.2, and 3.6 of FOIA.

When responding to a request for a record containing both exempt and non-exempt material, the Freedom of Information Officer shall redact exempt material from the record before complying with the request.

Fees

Persons making a request for copies of public records must pay any and all applicable fees. The Freedom of Information Officer shall establish a fee schedule that complies with FOIA and this policy and is subject to the Board's review. The fee schedule shall include copying fees and all other fees to the maximum extent they are permitted by FOIA, including without limitation, search and review fees for responding to a request for a *commercial purpose* and fees, costs, and personnel hours in connection with responding to a *voluminous request*.

Copying fees, except when fixed by statute, shall be reasonably calculated to reimburse SASSED's actual cost for reproducing and certifying public records and for the use, by any person, of its equipment to copy records. In no case shall the copying fees exceed the maximum fees permitted by FOIA. If SASSED's actual copying costs are equal to or greater than the maximum fees permitted by FOIA, the Freedom of Information Officer is authorized to use FOIA's maximum fees as SASSED's fees. No copying fees shall be charged for: (1) the first 50 pages of black and white, letter or legal sized copies, or (2) electronic copies other than the actual cost of the recording medium, except if the response is to a *voluminous request*, as defined in FOIA.

A fee reduction is available if the request qualifies under Section 6 of FOIA. The Freedom of Information Officer shall set the amount of the reduction taking into consideration the amount of material requested and the cost of copying it.

Provision of Copies and Access to Records

A public record that is the subject of an approved access request will be available for inspection or copying at SASSED's administrative office during regular business hours, unless other arrangements are made by the Freedom of Information Officer.

Many public records are immediately available from SASSED's website including, but not limited to, the process for requesting a public record. The Freedom of Information Officer shall direct a requester to SASSED's website if a requested record is available there. If the requester is unable to reasonably access the record online, he or she may resubmit the request for the record, stating his or her inability to reasonably access the record online, and the SASSED shall make the requested record available for inspection and copying as otherwise provided in this policy.

Preserving Public Records

Public records, including email messages, shall be preserved and cataloged if: (1) they are evidence of SASSED's organization, function, policies, procedures, or activities, (2) they contain informational data appropriate for preservation, (3) their retention is required by State or federal law, or (4) they are subject to a retention request by the Board Attorney (e.g., a litigation hold), SASSED auditor, or other individual authorized by the Board of ~~Control~~ Directors or State or federal law to make such a request. Unless its retention is required as described in items numbered 3 or 4 above, a public record, as defined by the Illinois Local Records Act, may be destroyed when authorized by the Local Records Commission.

LEGAL REF.: 5 ILCS 140/, Illinois Freedom of Information Act.
105 ILCS 5/10-16 and 5/24A-7.1.
820 ILCS 40/11.
820 ILCS 130/5.

CROSS REF.: 2:140 (Communications To and From the Board), 5:150 (Personnel Records),
7:340 (Student Records)

ADOPTED:

PENDING ADOPTION

Governance

Uniform Grievance Procedure

A student, parent/guardian, employee, or community member should notify any SASED Complaint Manager if he or she believes that the Board of ~~Control~~ Directors, its employees, or its agents have violated his or her rights guaranteed by the State or federal Constitution, State or federal statute, or Board policy, or have a complaint regarding any one of the following:

1. Title II of the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.
2. Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 et seq., excluding Title IX sexual harassment complaints governed by policy 2:265, *Title IX Sexual Harassment Grievance Procedure*
3. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §791 et seq.
4. Title VI of the Civil Rights Act, 42 U.S.C. §2000d et seq.
5. Equal Employment Opportunities Act (Title VII of the Civil Rights Act), 42 U.S.C. §2000e et seq.
6. Sexual harassment prohibited by the State Officials and Employees Ethics Act, 5 ILCS 430/70-5(a); Illinois Human Rights Act, 775 ILCS 5/; and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. (Title IX sexual harassment complaints are addressed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*)
7. Breastfeeding accommodations for students, 105 ILCS 5/10-20.60
8. Bullying, 105 ILCS 5/27-23.7
9. Misuse of funds received for services to improve educational opportunities for educationally disadvantaged or deprived children
10. Curriculum, instructional materials, and/or programs
11. Victims' Economic Security and Safety Act, 820 ILCS 180/
12. Illinois Equal Pay Act of 2003, 820 ILCS 112/
13. Provision of services to homeless students
14. Illinois Whistleblower Act, 740 ILCS 174/
15. Misuse of genetic information prohibited by the Illinois Genetic Information Privacy Act, 410 ILCS 513/; and Titles I and II of the Genetic Information Nondiscrimination Act, 42 U.S.C. §2000ff et seq.
16. Employee Credit Privacy Act, 820 ILCS 70/

The Complaint Manager will first attempt to resolve complaints without resorting to this grievance procedure. If a formal complaint is filed under this policy, the Complaint Manager will address the complaint promptly and equitably. A student and/or parent/guardian filing a complaint under this policy may forego any informal suggestions and/or attempts to resolve it and may proceed directly to this grievance procedure. The Complaint Manager will not require a student or parent/guardian complaining of any form of harassment to attempt to resolve allegations directly with the accused (or the accused's parents/guardians); this includes mediation.

Right to Pursue Other Remedies Not Impaired

The right of a person to prompt and equitable resolution of a complaint filed under this policy shall not be impaired by the person's pursuit of other remedies, e.g., criminal complaints, civil actions, etc. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies. If a person is pursuing another remedy subject to a complaint under this policy, the SASSED will continue with a simultaneous investigation under this policy.

Deadlines

All deadlines under this policy may be extended by the Complaint Manager as he or she deems appropriate. As used in this policy, *school business days* means days on which SASSED's Administrative Center is open.

Filing a Complaint

A person (hereinafter Complainant) who wishes to avail him or herself of this grievance procedure may do so by filing a complaint with any SASSED Complaint Manager. The Complainant shall not be required to file a complaint with a particular Complaint Manager and may request a Complaint Manager of the same gender. The Complaint Manager may request the Complainant to provide a written statement regarding the nature of the complaint or require a meeting with a student's parent(s)/guardian(s). The Complaint Manager shall assist the Complainant as needed.

For any complaint alleging bullying and/or cyberbullying of students, the Complaint Manager shall process and review the complaint according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy. For any complaint alleging sexual harassment or other violation of Board policy 5:20, *Workplace Harassment Prohibited*, the Complaint Manager shall process and review the complaint according to that policy, in addition to any response required by this policy.

Investigation Process

The Complaint Manager will investigate the complaint or appoint a qualified person to undertake the investigation on his or her behalf. The Complaint Manager shall ensure both parties have an equal opportunity to present evidence during an investigation. If the Complainant is a student under 18 years of age, the Complaint Manager will notify his or her parents/guardians that they may attend any investigatory meetings in which their child is involved. The complaint and identity of the Complainant will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the Complainant.

The identity of any student witnesses will not be disclosed except: (1) as required by law, this policy, or any collective bargaining agreement, (2) as necessary to fully investigate the complaint, or (3) as authorized by the parent/guardian of the student witness, or by the student if the student is 18 years of age or older.

The Complaint Manager will inform, at regular intervals, the person(s) filing a complaint under this policy about the status of the investigation. Within 30 school business days after the date the complaint was filed, the Complaint Manager shall file a written report of his or her findings with the Executive Director. The Complaint Manager may request an extension of time.

The Executive Director will keep the Board informed of all complaints.

If a complaint contains allegations involving the Executive Director or Board member(s), the written report shall be filed directly with the Board, which will make a decision in accordance with paragraph four of the following section of this policy.

Decision and Appeal

Within five school business days after receiving the Complaint Manager's report, the Executive Director shall mail his or her written decision to the Complainant and the accused by registered mail, return receipt requested, and/or personal delivery as well as to the Complaint Manager. All decisions shall be based upon the *preponderance of evidence* standard.

Within 10 school business days after receiving the Executive Director's decision, the Complainant or the accused may appeal the decision to the Board by making a written request to the Complaint Manager. The Complaint Manager shall promptly forward all materials relative to the complaint and appeal to the Board.

Within 30 school business days after an appeal of the Executive Director's decision, the Board shall affirm, reverse, or amend the Executive Director's decision or direct the Executive Director to gather additional information. Within five school business days after the Board's decision, the Executive Director shall inform the Complainant and the accused of the Board's action.

For complaints containing allegations involving the Executive Director or Board member(s), within 30 school business days after receiving the Complaint Manager's or outside investigator's report, the Board shall mail its written decision to the Complainant and the accused by registered mail, return receipt requested, and/or personal delivery as well as to the Complaint Manager.

This policy shall not be construed to create an independent right to a hearing before the Executive Director or Board. The failure to strictly follow the timelines in this grievance procedure shall not prejudice any party.

Appointing a Nondiscrimination Coordinator and Complaint Managers

The Executive Director shall appoint a Nondiscrimination Coordinator to manage SASSED's efforts to provide equal opportunity employment and educational opportunities and prohibit the harassment of employees, students, and others. The Nondiscrimination Coordinator also serves as SASSED's Title IX Coordinator.

The Executive Director shall appoint at least one Complaint Manager to administer this policy. If possible, the Executive Director will appoint two Complaint Managers, one of each gender. SASSED's Nondiscrimination Coordinator may be appointed as one of the Complaint Managers.

The Executive Director shall insert into this policy and keep current the names, office addresses, email addresses, and telephone numbers of the Nondiscrimination Coordinator and the Complaint Managers.

Nondiscrimination Coordinator:

Julie Grohn

Name

2900 Ogden Ave. Lisle, IL 60532

Address

jgrohn@sased.org

Email

630-955-8107

Telephone

Complaint Managers:

Rachel Wisniewski

Name

2900 Ogden Ave. Lisle, IL 60532

Address

rwisniewski@sased.org

Email

630-955-8105

Telephone

Matthew Layton

Name

2900 Ogden Ave. Lisle, IL 60532

Address

mlayton@sased.org

Email

630-955-8102

Telephone

LEGAL REF.:

8 U.S.C. §1324a et seq., Immigration Reform and Control Act.

20 U.S.C. §1232g, Family Education Rights Privacy Act.

20 U.S.C. §1400, The Individuals with Disabilities Education Act.

20 U.S.C. §1681 et seq., Title IX of the Education Amendments; 34 C.F.R. Part 106.

29 U.S.C. §206(d), Equal Pay Act.

29 U.S.C. §621 et seq., Age Discrimination in Employment Act.

29 U.S.C. §791 et seq., Rehabilitation Act of 1973.

29 U.S.C. §2612, Family and Medical Leave Act.

42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act.

42 U.S.C. §2000e et seq., Equal Employment Opportunities Act (Title VII of the Civil Rights Act).

42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act.

42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.

42 U.S.C. §12101 et seq., Americans With Disabilities Act.

105 ILCS 5/2-3.8, 5/3-10, 5/10-20, 5/10-20.5, 5/10-20.7a, 5/10-20.60, 5/10-20.69
5/10-20.75 (final citation pending), 5/10-22.5, 5/22-19, 5/24-4, 5/27-1, 5/27-
23.7, and 45/1-15.

5 ILCS 415/10(a)(2), Government Severance Pay Act.

5 ILCS 430/70-5(a), State Officials and Employees Ethics Act.

410 ILCS 513/, Ill. Genetic Information Privacy Act.

740 ILCS 174/, Whistleblower Act.

740 ILCS 175/, Ill. False Claims Act.

775 ILCS 5/, Ill. Human Rights Act.

820 ILCS 180/, Victims' Economic Security and Safety Act; 56 Ill.Admin.Code
Part 280.

820 ILCS 112/, Equal Pay Act of 2003.

820 ILCS 70/, Employee Credit Privacy Act, 70/10(b), and 70/2523
Ill.Admin.Code §§1.240, 200.40, 226.50, and 226.570.

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 6:120 (Education of Children with Disabilities), 6:140 (Education of Homeless Children), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools), 8:70 (Accommodating Individuals with Disabilities), 8:95 (Parental Involvement), 8:110 (Public Suggestions and Concerns)

ADOPTED:

Governance

Title IX Sexual Harassment Grievance Procedure

Sexual harassment affects a student's ability to learn and an employee's ability to work. Providing an educational and workplace environment free from sexual harassment is an important SASED goal. SASED does not discriminate on the basis of sex in any of its education programs or activities, and it complies with Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulations (34 C.F.R. Part 106) concerning everyone in the SASED's education programs and activities, including applicants for employment, students, parents/guardians, employees, and third parties.

Title IX Sexual Harassment Prohibited

Sexual harassment as defined in Title IX (Title IX Sexual Harassment) is prohibited. Any person, including a SASED employee or agent, or student, engages in Title IX Sexual Harassment whenever that person engages in conduct on the basis of an individual's sex that satisfies one or more of the following:

1. A SASED employee conditions the provision of an aid, benefit, or service on an individual's participation in unwelcome sexual conduct; or
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the SASED's educational program or activity; or
3. *Sexual assault* as defined in 20 U.S.C. §1092(f)(6)(A)(v), *dating violence* as defined in 34 U.S.C. §12291(a)(11), *domestic violence* as defined in 34 U.S.C. §12291(a)(12), or *stalking* as defined in 34 U.S.C. §12291(a)(36).

Examples of sexual harassment include, but are not limited to, touching, crude jokes or pictures, discussions of sexual experiences, teasing related to sexual characteristics, spreading rumors related to a person's alleged sexual activities, rape, sexual battery, sexual abuse, and sexual coercion.

Definitions from 34 C.F.R. §106.30

Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

Education program or activity includes locations, events, or circumstances where the SASED has substantial control over both the *Respondent* and the context in which alleged sexual harassment occurs.

Formal Title IX Sexual Harassment Complaint means a document filed by a *Complainant* or signed by the Title IX Coordinator alleging sexual harassment against a *Respondent* and requesting that the SASED investigate the allegation.

Respondent means an individual who has been reported to be the perpetrator of the conduct that could constitute sexual harassment.

Supportive measures mean non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the *Complainant* or the *Respondent* before or after the filing of a *Formal Title IX Sexual Harassment Complaint* or where no *Formal Title IX Sexual Harassment Complaint* has been filed.

Title IX Sexual Harassment Prevention and Response

The Executive Director or designee will ensure that the SASSED prevents and responds to allegations of Title IX Sexual Harassment as follows:

1. Ensures that the SASSED's comprehensive health education program in Board policy 6:60, *Curriculum Content*, incorporates (a) age-appropriate sexual abuse and assault awareness and prevention programs in grades pre-K through 12, and (b) age-appropriate education about the warning signs, recognition, dangers, and prevention of teen dating violence in grades 7-12. This includes incorporating student social and emotional development into the SASSED's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.
2. Incorporates education and training for school staff pursuant to policy 5:100, *Staff Development Program*, and as recommended by the Executive Director, Title IX Coordinator, Nondiscrimination Coordinator, Building Principal, Program Administrator, or a Complaint Manager.
3. Notifies applicants for employment, students, parents/guardians, employees, and collective bargaining units of this policy and contact information for the Title IX Coordinator by, at a minimum, prominently displaying them on the SASSED's website, if any, and in each handbook made available to such persons.

Making a Report

A person who wishes to make a report under this Title IX Sexual Harassment grievance procedure may make a report to the Title IX Coordinator, Nondiscrimination Coordinator, Program Administrator, a Complaint Manager, or any employee with whom the person is comfortable speaking. A person who wishes to make a report may choose to report to a person of the same gender.

School employees shall respond to incidents of sexual harassment by promptly making or forwarding the report to the Title IX Coordinator. An employee who fails to promptly make or forward a report may be disciplined, up to and including discharge.

The Executive Director shall insert into this policy and keep current the name, office address, email address, and telephone number of the Title IX Coordinator.

Title IX Coordinator:

Julie Grohn

Name

2900 Ogden Ave. Lisle, IL 60532

Address

jgrohn@sased.org

Email

630-955-8107

Telephone

Processing and Reviewing a Report or Complaint

Upon receipt of a report, the Title IX Coordinator and/or designee will promptly contact the *Complainant* to: (1) discuss the availability of supportive measures, (2) consider the *Complainant's* wishes with respect to *supportive measures*, (3) inform the *Complainant* of the availability of *supportive measures* with or without the filing of a *Formal Title IX Sexual Harassment Complaint*, and (4) explain to the *Complainant* the process for filing a *Formal Title IX Sexual Harassment Complaint*.

Further, the Title IX Coordinator will analyze the report to identify and determine whether there is another or an additional appropriate method(s) for processing and reviewing it. For any report received, the Title IX Coordinator shall review Board policies 2:260, *Uniform Grievance Procedure*; 5:20, *Workplace Harassment Prohibited*; 5:90, *Abused and Neglected Child Reporting*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; 7:20, *Harassment of Students Prohibited*; 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*; 7:185, *Teen Dating Violence Prohibited*; and 7:190, *Student Behavior*, to determine if the allegations in the report require further action.

Reports of alleged sexual harassment will be confidential to the greatest extent practicable, subject to the SASED's duty to investigate and maintain an educational program or activity that is productive, respectful, and free of sexual harassment.

Formal Title IX Sexual Harassment Complaint Grievance Process

When a *Formal Title IX Sexual Harassment Complaint* is filed, the Title IX Coordinator will investigate it or appoint a qualified person to undertake the investigation.

The Executive Director or designee shall implement procedures to ensure that all *Formal Title IX Sexual Harassment Complaints* are processed and reviewed according to a Title IX grievance process that fully complies with 34 C.F.R. §106.45. The SASED's grievance process shall, at a minimum:

1. Treat *Complainants* and *Respondents* equitably by providing remedies to a *Complainant* where the *Respondent* is determined to be responsible for sexual harassment, and by following a grievance process that complies with 34 C.F.R. §106.45 before the imposition of any disciplinary sanctions or other actions against a *Respondent*.
2. Require an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations may not be based on a person's status as a *Complainant*, *Respondent*, or witness.
3. Require that any individual designated by the SASED as a Title IX Coordinator, investigator, decision-maker, or any person designated by the SASED to facilitate an informal resolution process:
 - a. Not have a conflict of interest or bias for or against complainants or respondents generally or an individual *Complainant* or *Respondent*.
 - b. Receive training on the definition of sexual harassment, the scope of the SASED's *education program or activity*, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
4. Require that any individual designated by the SASED as an investigator receiving training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
5. Require that any individual designated by the SASED as a decision-maker receive training on issues of relevance of questions and evidence, including when questions and evidence about the *Complainant's* sexual predisposition or prior sexual behavior are not relevant.
6. Include a presumption that the *Respondent* is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
7. Include reasonably prompt timeframes for conclusion of the grievance process.

8. Describe the range of possible disciplinary sanctions and remedies the SASSED may implement following any determination of responsibility.
9. Base all decisions upon the *preponderance of evidence* standard.
10. Include the procedures and permissible bases for the *Complainant* and *Respondent* to appeal.
11. Describe the range of *supportive measures* available to *Complainants* and *Respondents*.
12. Not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

Enforcement

Any SASSED employee who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action up to and including discharge. Any third party who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to the SASSED, e.g., vendor, parent, invitee, etc. Any SASSED student who is determined, at the conclusion of the grievance process, to have engaged in sexual harassment will be subject to disciplinary action, including, but not limited to, suspension and expulsion consistent with student behavior policies. Any person making a knowingly false accusation regarding sexual harassment will likewise be subject to disciplinary action.

This policy does not increase or diminish the ability of the SASSED or the parties to exercise any other rights under existing law.

Retaliation Prohibited

The SASSED prohibits any form of retaliation against anyone who, in good faith, has made a report or complaint, assisted, or participated or refused to participate in any manner in a proceeding under this policy. Any person should report claims of retaliation using Board policy 2:260, *Uniform Grievance Procedure*.

Any person who retaliates against others for reporting or complaining of violations of this policy or for participating in any manner under this policy will be subject to disciplinary action, up to and including discharge, with regard to employees, or suspension and expulsion, with regard to students.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.

Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).

Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior)

ADOPTED:

**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DuPAGE COUNTY
BOARD POLICY MANUAL
TABLE OF CONTENTS
SECTION 3 – GENERAL ADMINISTRATION**

3:10	Goals and Objectives
3:30	Chain of Command
3:40	Executive Director
3:50	Administrative Personnel Other Than the Executive Director
3:60	Administrative Responsibility of the Program Administrators and Coordinators
3:62	General Administration
3:70	Succession of Authority

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

General Administration

Goals and Objectives

The Executive Director directs the administration in order to manage SASSED and to facilitate the implementation of a quality educational program in alignment with Board policy 1:30, *SASSED Philosophy*. Specific goals and objectives are to:

1. Provide educational expertise.
2. Plan, organize, implement, and evaluate educational programs that will provide for students' mastery of the Illinois Learning Standards.
3. Meet or exceed student performance and academic improvement goals established by the Board.
4. Develop and maintain channels for communication between the school and community.
5. Develop an administrative procedures manual and handbooks for personnel and students that are in alignment with Board policy.
6. Manage SASSED's fiscal and business activities to ensure financial health, cost-effectiveness, and protection of SASSED's assets.
7. Provide for the proper use, reasonable care, and appropriate maintenance of SASSED's real and personal property, including buildings, equipment, and supplies.

LEGAL REF.: 105 ILCS 5/10-16.7, 5/10-21.4, and 5/10-21.4a.

CROSS REF.: 1:30 (SASSED Philosophy), 2:20 (Powers and Duties of the Governing Board; Indemnification), 2:130 (Board Executive Director Relationship), 3:40 (Executive Director), 3:50 (Administrative Personnel Other Than the Executive Director), 3:60 (Administrative Responsibility of the Program Administrators and Coordinators), 6:10 (Educational Philosophy and Objectives)

ADOPTED:

General Administration

Chain of Command

The Executive Director shall develop an organizational chart indicating the channels of authority and reporting relationships for school personnel. These channels should be followed, and no level should be bypassed except in unusual situations.

All personnel should refer matters requiring administrative action to the responsible administrator, and may appeal a decision to a higher administrative officer. Whenever possible, each employee should be responsible to only one immediate supervisor. When this is not possible, the division of responsibility must be clear.

CROSS REF.: 1:20 (SASED Organization, Operations, and Cooperative Agreements), 2:140 (Communications To and From the Board), 3:70 (Succession of Authority), 8:110 (Public Suggestions and Concerns)

ADOPTED:

General Administration

Executive Director

Duties and Authority

The Executive Director is SASSED's executive officer and is responsible for the administration and management of the Cooperative schools in accordance with Board policies and directives, and State and federal law. SASSED management duties include, without limitation, preparing, submitting, publishing, and posting reports and notifications as required by State and federal law, including the special reporting responsibilities in policy 5:90, *Abused and Neglected Child Reporting*. The Executive Director is authorized to develop administrative procedures and take other action as needed to implement Board policy and otherwise fulfill his or her responsibilities. The Executive Director may delegate to other SASSED staff members the exercise of any powers and the discharge of any duties imposed upon the Executive Director by Board policies or by Board vote. The delegation of power or duty, however, shall not relieve the Executive Director of responsibility for the action that was delegated.

Qualifications

The Executive Director must be of good character and of unquestionable morals and integrity. The Executive Director shall have the experience and the skills necessary to work effectively with the Board, SASSED employees, students, and the community. The Executive Director must have and maintain a Professional Educator License with a Executive Director endorsement issued by the Illinois State Educator Preparation and Licensure Board.

Evaluation

The Board will evaluate, at least annually, the Executive Director's performance and effectiveness, using standards and objectives developed by the Executive Director and Board that are consistent with State law, the Board's policies and the Executive Director's contract. A specific time should be designated for a formal evaluation session with all Board members present. The evaluation should include a discussion of professional strengths as well as performance areas needing improvement.

The Executive Director shall annually present evidence of professional growth through attendance at educational conferences, in-service training, or similar continuing education pursuits.

Compensation and Benefits

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

LEGAL REF.: 105 ILCS 5/10-16.7, 5/10-20.47, 5/10-21.4, 5/10-21.9, 5/10-23.8, 5/21B-20, 5/21B-25, 5/24-11, and 5/24A-3.
5 ILCS 120/7.3, Open Meetings Act.
23 Ill.Admin.Code §§1.310, 1.705, and 25.355.

CROSS REF: 2:20 (Powers and Duties of the Boards; Indemnification), 2:130 (Board-Executive Director Relationship), 2:240 (Board Policy Development), 3:10 (Goals and Objectives), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:290 (Employment Termination and Suspensions)

ADOPTED:

General Administration

Administrative Personnel Other Than the Executive Director

Duties and Authority

The Board establishes SASSED administrative and supervisory positions in accordance with SASSED's needs and State law. This policy applies to all administrators other than the Executive Director. The general duties and authority of each administrative or supervisory position are approved by the Board, upon the Executive Director's recommendation, and contained in the respective position's job description. In the event of a conflict, State law and/or the administrator's employment agreement shall control.

Qualifications

All administrative personnel shall be appropriately licensed and shall meet all applicable requirements contained in State law and Illinois State Board of Education rules.

Evaluation

The Executive Director or designee shall evaluate all administrative personnel and make employment and salary recommendations to the Board.

Administrators shall annually present evidence to the Executive Director of professional growth through attendance at educational conferences, additional schooling, in-service training, and Illinois Administrators' Academy courses, or through other means as approved by the Executive Director.

Administrative Work Year

The work year for administrators shall be the same as SASSED's fiscal year, July 1 through June 30, unless otherwise stated in the employment agreement. In addition to legal holidays, administrators shall have vacation periods as approved by the Executive Director. All administrators shall be available for work when their services are necessary.

Compensation and Benefits

The Board and each administrator shall enter into an employment agreement that complies with Board policy and State law. The terms of an individual employment contract, when in conflict with this policy, will control.

The Board will consider the Executive Director's recommendations when setting compensation for individual administrators. These recommendations should be presented to the Board no later than the March Board meeting or at such earlier time that will allow the Board to consider contract renewal and nonrenewal issues.

Unless stated otherwise in individual employment contracts, all benefits and leaves of absence available to teaching personnel are available to administrative personnel.

LEGAL REF: 105 ILCS 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, 5/21B, and 5/24A.
23 Ill.Admin.Code §§1.310, 1.705, and 50.300; and Parts 25 and 29.

CROSS REF: 3:60 (Administrative Responsibility of the Program Administrators and Coordinators), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:30 (Hiring Process and Criteria), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:250 (Leaves of Absence), 5:290 (Employment Termination and Suspensions)

ADOPTED:

General Administration

Administrative Responsibility of Program Administrators and Coordinators

Duties and Authority

The Board, upon the recommendation of the Executive Director, employs Program Administrators and Coordinators as the chief administrators and instructional leaders of their assigned schools, Programs, and services, and may employ Assistant Program Administrators. The primary responsibility of a Program Administrator or Coordinator is the improvement of instruction. Each Program Administrator or Coordinator shall perform all duties as described in State law as well as such other duties as specified in his or her employment agreement or as the Executive Director may assign, that are consistent with the Program Administrator or Coordinator's education and training. Each Program Administrator or Coordinator, and Assistant Program Administrator shall complete State law requirements to be a prequalified evaluator before conducting an evaluation of a teacher or assistant coordinator.

Evaluation Plan

The Executive Director or designee shall implement an evaluation plan for Program Administrator, Coordinator, and Assistant Program Administrator that complies with Section 24A-15 of the School Code and relevant Illinois State Board of Education rules. Using that plan, the Executive Director or designee shall evaluate each Program Administrator or Coordinator, and Assistant Program Administrator or Coordinator. The Executive Director or designee may conduct additional evaluations.

Qualifications and Other Terms and Conditions of Employment

Qualifications and other terms and conditions of employment are found in Board policy 3:50, *Administrative Personnel Other Than the Executive Director*.

LEGAL REF.: 105 ILCS 5/2-3.53a, 5/10-20.14, 5/10-21.4a, 5/10-23.8a, 5/10-23.8b, and 5/24A-15.
10 ILCS 5/4-6.2, Election Code.
105 ILCS 127/, School Reporting of Drug Violations Act.
23 Ill.Admin.Code Parts 35 and 50, Subpart D.

CROSS REF.: 3:50 (Administrative Personnel Other Than the Executive Director), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:150 (Personnel Records), 5:210 (Resignations), 5:250 (Leaves of Absence), 5:290 (Employment Termination and Suspensions)

ADOPTED:

General Administration

Staff Supervision

In all cases, SASED personnel shall be directly supervised by the SASED Administrators, Supervisors and, when appropriate, certified staff members. SASED personnel may also be directly supervised by member district Administrators and Supervisors when appropriate. SASED and its administrative staff shall be responsible for the supervision of the general functions of the program or service on a day-to-day basis.

SASED is responsible for providing technical assistance and consultation to employees and administrators regarding special education programs and services. Such assistance and consultation may include, but is not limited to, the following activities:

1. Classroom visitations - classroom visitations may be initiated by either the classroom teacher or by the designated SASED supervisor. Other administrative staff of either SASED or a member district may request a classroom visitation by the designated supervisor.
2. In-service - supervisors shall plan and conduct appropriate in-service activities.
3. Consultation - consultations regarding students, curriculum, instruction, etc., may be initiated by either the staff member or designated supervisor. Other administrative staff of either SASED or a member district may request a consultation between a staff member and his or her designated supervisor.
4. Records and reports - Appropriate records and reports may be requested by the designated supervisor.

ADOPTED:

General Administration

Succession of Authority

If the Executive Director or other administrator is temporarily unavailable, the succession of authority and responsibility of the respective office shall follow a succession plan, developed by the Executive Director and approved by the Board.

CROSS REF.: 1:20 (SASED Organization, Operations, and Cooperative Agreements), 3:30
(Chain of Command)

ADOPTED:

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DuPAGE COUNTY
BOARD POLICY MANUAL
TABLE OF CONTENTS
SECTION 4 – OPERATIONAL SERVICES

Fiscal and Business

4:10	Fiscal and Business Management
4:15	Identity Protection
4:20	Fund Balances
4:30	Revenue and Investments
4:40	Incurring Debt
4:45	Insufficient Fund Checks and Debt Recovery
4:50	Payment Procedures
4:55	Use of Credit and Procurement Cards
4:60	Purchases and Contracts
4:70	Resource Conservation
4:80	Accounting and Audits
4:90	Student Activity and Fiduciary Funds
4:100	Insurance Management

Operations

4:110	Transportation
4:120	Food Services
4:130	Free and Reduced-Price Food Services
4:150	Facility Management and Building Programs
4:160	Environmental Quality of Buildings and Grounds
4:165	Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors

Safety and Security

4:170	Safety
4:175	Convicted Child Sex Offender; Screening; Notifications
4:180	Pandemic Preparedness; Management; and Recovery
4:190	Targeted School Violence Prevention Program

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Operational Services

Fiscal and Business Management

The Executive Director is responsible for SASED's fiscal and business management. This responsibility includes annually preparing and presenting SASED's statement of affairs to the Governing Board and publishing it before December 1, as required by State law.

The Executive Director or designee shall ensure the efficient and cost-effective operation of SASED's business management using computers, computer software, data management, communication systems, and electronic networks, including electronic mail, the Internet, and security systems. Each person using SASED's electronic network shall complete an "Authorization for Electronic Network Access." In addition, based upon the location of a classroom, staff may be required to complete a lessor district's authorization form.

Budget Planning

SASED's fiscal year is from July 1 until June 30. The SASED Board of ~~Control~~ Directors shall direct the Executive Director or his/her designee to prepare a budget. Once completed, the Board of ~~Control~~ Directors will approve the tentative budget for submission to SASED's Governing Board. This budget shall represent the culmination of an ongoing process of planning for the fiscal support needed for SASED programs. SASED's budget shall be entered upon the Illinois State Board of Education's "Joint Agreement Budget Form." To the extent possible, the tentative budget shall be balanced as defined by the State Board of Education guidelines. The Executive Director shall complete a tentative deficit reduction plan if one is required by the State Board of Education guidelines.

Preliminary Adoption Procedures

After receiving the Executive Director's proposed budget, the Governing Board sets the date, place, and time for:

1. A public hearing on the proposed budget, and
2. The proposed budget to be available to the public for inspection.

The Board Recording Secretary shall arrange to publish a notice in a local newspaper stating the date, place, and time of the proposed budget's availability for public inspection and the public hearing. The proposed budget shall be available for public inspection at least 30 days before the time of the budget hearing.

At the public hearing, the proposed budget shall be reviewed, and the public shall be invited to comment, question, or advise the Governing Board.

Final Adoption Procedures

The Governing Board will meet to adopts a budget before September 1st or by such alternative procedure as State law may define. To the extent possible, the budget shall be balanced as defined by the State Board of Education; if not balanced and if required by the State Board of Education, the Governing Board will adopt a deficit reduction plan to balance SASED's budget within 3 years according to State Board of Education requirements.

The Governing Board adopts the budget by roll call vote. The budget resolution shall be incorporated into the meeting's official minutes. Board members' names voting yea and nay shall be recorded in the minutes.

The Executive Director or designee shall perform each of the following:

1. Post SASSED's final annual budget, itemized by receipts and expenditures, on SASSED's internet website; notify parents/guardians that it is posted and provide the website's address.
2. Submit the annual budget, a deficit reduction plan if one is required by State Board of Education guidelines, and other financial information to the State Board of Education according to its requirements.

Budget Amendments

The Governing Board may amend the budget by the same procedure as provided for in the original adoption.

Implementation

The Executive Director or designee shall implement SASSED's budget and provide the Board of ~~Control~~ Directors with a monthly financial report that includes all deficit fund balances. The amount budgeted as the expenditure in each fund is the maximum amount that may be expended for that category, except when a transfer of funds is authorized by the Governing Board.

LEGAL REF.: 105 ILCS 5/10-17, 5/10-22.33, 5/17-1, 5/17-1.2, 5/17-1.3, 5/17-2A, 5/17-3.2, 5/17-11, 5/20-5, 5/20-8, and 5/20-10.
23 Ill.Admin.Code Part 100.

CROSS REF.: 4:20 (Fund Balances), 4:40 (Incurring Debt), 4:60 (Purchases and Contracts), 6:235 (Access to Electronic Networks)

ADOPTED: February 22, 2023

Operational Services

Identity Protection

The collection, storage, use, and disclosure of social security numbers by SASSED shall be consistent with State and federal laws. The goals for managing SASSED's collection, storage, use, and disclosure of social security numbers are to:

1. Limit all activities involving social security numbers to those circumstances that are authorized by State or federal law.
2. Protect each social security number collected or maintained by SASSED from unauthorized disclosure.

The Executive Director is responsible for ensuring that SASSED complies with the Identity Protection Act, 5 ILCS 179/. Compliance measures shall include each of the following:

1. All employees having access to social security numbers in the course of performing their duties shall be trained to protect the confidentiality of social security numbers. Training should include instructions on the proper handling of information containing social security numbers from the time of collection through the destruction of the information.
2. Only employees who are required to use or handle information or documents that contain social security numbers shall have access to such information or documents.
3. Social security numbers requested from an individual shall be provided in a manner that makes the social security number easily redacted if the record is required to be released as part of a public records request.
4. When collecting a social security number or upon request by an individual, a statement of the purpose(s) for which SASSED is collecting and using the social security number shall be provided. The stated reason for collection of the social security number must be relevant to the documented purpose.
5. All employees must be advised of this policy's existence, and a copy of the policy must be made available to each employee. The policy must also be made available to any member of the public, upon request.
6. If this policy is amended, employees will be advised of the existence of the amended policy and a copy of the amended policy will be made available to each employee.

No SASSED employee shall collect, store, use, or disclose an individual's social security number unless specifically authorized by the Executive Director. An employee who has substantially breached the confidentiality of social security numbers may be subject to disciplinary action or sanctions up to and including dismissal in accordance with SASSED policy and procedures. This policy shall not be interpreted as a guarantee of the confidentiality of social security numbers and/or other personal information. SASSED will use best efforts to comply with this policy, but this policy should not be construed to convey any rights to protection of information not otherwise afforded by law.

Treatment of Personally Identifiable Information Under Grant Awards

The Executive Director ensures that SASSED takes reasonable measures to safeguard: (1) *protected personally identifiable information*, (2) other information that a federal awarding agency, pass-

through agency or State awarding agency designates as sensitive, such as *personally identifiable information* (PII) and (3) information that SASSED considers to be sensitive consistent with applicable laws regarding privacy and confidentiality (collectively, *sensitive information*), when administering federal grant awards and State grant awards governed by the Grant Accountability and Transparency Act (30 ILCS 708/).

The Executive Director shall establish procedures for the identification, handling, storage, access, disposal and overall confidentiality of sensitive information. The Executive Director shall ensure that employees and contractors responsible for the administration of a federal or State award for SASSED receive regular training in the safeguarding of sensitive information. Employees mishandling sensitive information are subject to discipline, up to and including dismissal.

LEGAL REF.: 2 C.F.R. §200.303(e).
5 ILCS 179/, Identity Protection Act.
30 ILCS 708/, Grant Accountability and Transparency Act
50 ILCS 205/3, Local Records Act.
105 ILCS 10/, Illinois School Student Records Act.

CROSS REF: 2:250 (Access to SASSED Public Records), 5:150 (Personnel Records), 7:340
(Student Records)

ADOPTED:

Operational Services

Fund Balances

The Executive Director or designee shall maintain fund balances adequate to ensure ~~the District's~~ **SASED's** ability to maintain levels of service and pay its obligations in a prompt manner in spite of unforeseen events or unexpected expenses. The Executive Director or designee shall inform the Board whenever it should discuss drawing upon its reserves or borrowing money.

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

ADOPTED:

Operational Services

Revenue and Investments

Revenue

The Executive Director or designee is responsible for making all claims for property tax revenue, State Aid, special State funds for specific programs, federal funds, and categorical grants.

Investments

The Treasurer shall either appoint a Chief Investment Officer or serve as one. The Chief Investment Officer shall invest money that is not required for current operations, in accordance with this policy and State law.

The Chief Investment Officer and Executive Director shall use the standard of prudence when making investment decisions. They shall use the judgment and care, under circumstances then prevailing, that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the safety of their capital as well as its probable income.

Investment Objectives

The objectives for SASSED's investment activities are:

1. Safety of Principal - Every investment is made with safety as the primary and over-riding concern. Each investment transaction shall ensure that capital loss, whether from credit or market risk, is avoided.
2. Liquidity - The investment portfolio shall provide sufficient liquidity to pay SASSED obligations as they become due. In this regard, the maturity and marketability of investments shall be considered.
3. Rate of Return - The highest return on investments is sought, consistent with the preservation of principal and prudent investment principles.
4. Diversification - The investment portfolio is diversified as to materials and investments, as appropriate to the nature, purpose, and amount of the funds.

Authorized Investments

The Chief Investment Officer may invest SASSED funds in one or more of the following:

1. Bonds, notes, certificates of indebtedness, treasury bills, or other securities now or hereafter issued, that are guaranteed by the full faith and credit of the United States of America as to principal and interest.
2. Bonds, notes, debentures, or other similar obligations of the United States of America, its agencies, and its instrumentalities.

The term "agencies of the United States of America" includes: (a) the federal land banks, federal intermediate credit banks, banks for cooperative, federal farm credit banks, or any other entity authorized to issue debt obligations under the Farm Credit Act of 1971 and Acts amendatory thereto, (b) the federal home loan banks and the federal home loan mortgage corporation, and (c) any other agency created by Act of Congress.

3. Interest-bearing savings accounts, interest-bearing certificates of deposit or interest-bearing time deposits or any other investments constituting direct obligations of any bank as defined by the Illinois Banking Act.
4. Obligations of corporations organized in the United States with assets exceeding \$500,000,000 if: (a) such obligations are rated at the time of purchase at one of the three highest classifications established by at least two standard rating services and that mature not later than three years from the date of purchase, (b) such purchases do not exceed 10% of the corporation's outstanding obligations, and (c) no more than one-third of SASSED's funds may be invested in short term obligations of corporations.
5. Money market mutual funds registered under the Investment Company Act of 1940, provided that the portfolio of any such money market mutual fund is limited to obligations described in paragraph (1) or (2) and to agreements to repurchase such obligations.
6. Interest-bearing bonds of any county, township, city, village, incorporated town, municipal corporation, SASSED, the State of Illinois, any other state, or any political subdivision or agency of the State of Illinois or any other state, whether the interest earned is taxable or tax-exempt under federal law. The bonds shall be (a) registered in the name of the municipality, county, or other governmental unit, or held under a custodial agreement at a bank, and (b) rated at the time of purchase within the four highest general classifications established by a rating service of nationally recognized expertise in rating bonds of states and their political subdivisions.
7. Short term discount obligations of the Federal National Mortgage Association or in shares or other forms of securities legally issuable by savings banks or savings and loan associations incorporated under the laws of this State or any other state or under the laws of the United States. Investments may be made only in those savings banks or savings and loan associations, the shares, or investment certificates that are insured by the Federal Deposit Insurance Corporation. Any such securities may be purchased at the offering or market price thereof at the time of such purchase. All such securities so purchased shall mature or be redeemable on a date or dates prior to the time when, in the judgment of the Chief Investment Officer, the public funds so invested will be required for expenditure by SASSED or its governing authority.
8. Dividend-bearing share accounts, share certificate accounts, or class of share accounts of a credit union chartered under the laws of this State or the laws of the United States; provided, however, the principle office of any such credit union must be located within the State of Illinois. Investments may be made only in those credit unions the accounts of which are insured by applicable law.
9. A Public Treasurers' Investment Pool created under Section 17 of the State Treasurer Act. SASSED may also invest any public funds in a fund managed, operated, and administered by a bank, subsidiary of a bank, or subsidiary of a bank holding company or use the services of such an entity to hold and invest or advise regarding the investment of any public funds.
10. The Illinois School District Liquid Asset Fund Plus.
11. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as now or hereafter amended or succeeded, subject to the provisions of said Act and the regulations issued there under. The government securities, unless registered or inscribed in the name of SASSED, shall be purchased through banks or trust companies authorized to do business in the State of Illinois.

Except for repurchase agreements of government securities that are subject to the Government Securities Act of 1986, as now or hereafter amended or succeeded, SASSED may not purchase or invest in instruments that constitute repurchase agreements, and no financial institution may enter into such an agreement with or on behalf of SASSED unless the instrument and the transaction meet all of the following requirements:

- a. The securities, unless registered or inscribed in the name of SASSED, are purchased through banks or trust companies authorized to do business in the State of Illinois.
 - b. The Chief Investment Officer, after ascertaining which firm will give the most favorable rate of interest, directs the custodial bank to “purchase” specified securities from a designated institution. The “custodial bank” is the bank or trust company, or agency of government, that acts for SASSED in connection with repurchase agreements involving the investment of funds by SASSED. The State Treasurer may act as custodial bank for public agencies executing repurchase agreements.
 - c. A custodial bank must be a member bank of the Federal Reserve System or maintain accounts with member banks. All transfers of book-entry securities must be accomplished on a Reserve Bank’s computer records through a member bank of the Federal Reserve System. These securities must be credited to SASSED on the records of the custodial bank and the transaction must be confirmed in writing to SASSED by the custodial bank.
 - d. Trading partners shall be limited to banks or trust companies authorized to do business in the State of Illinois or to registered primary reporting dealers.
 - e. The security interest must be perfected.
 - f. SASSED enters into a written master repurchase agreement that outlines the basic responsibilities and liabilities of both buyer and seller.
 - g. Agreements shall be for periods of 330 days or less.
 - h. The Chief Investment Officer informs the custodial bank in writing of the maturity details of the repurchase agreement.
 - i. The custodial bank must take delivery of and maintain the securities in its custody for the account of SASSED and confirm the transaction in writing to SASSED. The custodial undertaking shall provide that the custodian takes possession of the securities exclusively for SASSED; that the securities are free of any claims against the trading partner; and that any claims by the custodian are subordinate to SASSED claims to rights to those securities.
 - j. The obligations purchased by SASSED may only be sold or presented for redemption or payment by the fiscal agent bank or trust company holding the obligations upon the written instruction of the Chief Investment Officer.
 - k. The custodial bank shall be liable to SASSED for any monetary loss suffered by SASSED due to the failure of the custodial bank to take and maintain possession of such securities.
12. Any investment as authorized by the Public Funds Investment Act, and Acts amendatory thereto. Paragraph 11 supersedes paragraphs 1-10 and controls in the event of conflict.

Except as provided herein, investments may be made only in banks, savings banks, savings and loan associations, or credit unions that are insured by the Federal Deposit Insurance Corporation or other approved share insurer.

The Chief Investment Officer and Executive Director shall regularly consider material, relevant, and decision-useful sustainability factors in evaluating investment decisions, within the bounds of financial and fiduciary prudence. Such factors include, but are not limited to: (1) corporate governance and leadership factors, (2) environmental factors, (3) social capital factors, (4) human capital factors, and (5) business model and innovation factors, as provided under the Ill. Sustainable Investing Act, 30 ILCS 238/.

Selection of Depositories, Investment Managers, Dealers, and Brokers

The Chief Investment Officer shall establish a list of authorized depositories, investment managers, dealers and brokers based upon the creditworthiness, reputation, minimum capital requirements, qualifications under State law, as well as a long history of dealing with public fund entities. The Board of Control will review and approve the list at least annually.

In order to be an authorized depository, each institution must submit copies of the last two sworn statements of resources and liabilities or reports of examination that the institution is required to furnish to the appropriate State or federal agency. Each institution designated as a depository shall, while acting as such depository, furnish SASED with a copy of all statements of resources and liabilities or all reports of examination that it is required to furnish to the appropriate State or federal agency.

The above eligibility requirements of a bank to receive or hold public deposits do not apply to investments in an interest-bearing savings account, interest-bearing certificate of deposit, or interest-bearing time deposit if: (1) SASED initiates the investment at or through a bank located in Illinois, and (2) the invested public funds are at all times fully insured by an agency or instrumentality of the federal government.

SASED may consider a financial institution's record and current level of financial commitment to its local community when deciding whether to deposit funds in that financial institution. SASED may consider factors including:

1. For financial institutions subject to the federal Community Reinvestment Act of 1977, the current and historical ratings that the financial institution has received, to the extent that those ratings are publicly available, under the federal Community Reinvestment Act of 1977;
2. Any changes in ownership, management, policies, or practices of the financial institution that may affect the level of the financial institution's commitment to its community;
3. The financial impact that the withdrawal or denial of SASED deposits might have on the financial institution;
4. The financial impact to SASED as a result of withdrawing public funds or refusing to deposit additional public funds in the financial institution; and
5. Any additional burden on SASED resources that might result from ceasing to maintain deposits of public funds at the financial institution under consideration.

Collateral Requirements

All amounts deposited or invested with financial institutions in excess of any insurance limit shall be collateralized in accordance with the Public Funds Investment Act, 30 ILCS 235/. The Executive Director or designee shall keep the Board of Control informed of collateral agreements.

Safekeeping and Custody Arrangements

The preferred method for safekeeping is to have securities registered in SASSED's name and held by a third-party custodian. Safekeeping practices should qualify for the Governmental Accounting Standards Board Statement No. 3, Deposits with Financial Institutions, Investments (including Repurchase Agreements), and Reverse Repurchase Agreements, Category I, the highest recognized safekeeping procedures.

Controls and Report

The Chief Investment Officer shall establish a system of internal controls and written operational procedures to prevent losses arising from fraud, employee error, misrepresentation by third parties, or imprudent employee action.

The Chief Investment Officer shall provide a quarterly investment report to the Board of ~~Control~~ Directors. The report will: (1) assess whether the investment portfolio is meeting SASSED's investment objectives,

(2) identify each security by class or type, book value, income earned, and market value, (3) identify those institutions providing investment services to SASSED, and (4) include any other relevant information. The investment portfolio's performance shall be measured by appropriate and creditable industry standards for the investment type.

The Board of ~~Control~~ Directors will determine, after receiving the Executive Director's recommendation, which fund is in most need of interest income and the Executive Director shall execute a transfer. This provision does not apply when the use of interest earned on a particular fund is restricted.

Ethics and Conflicts of Interest

The Board of ~~Control~~ and SASSED officials will avoid any investment transaction or practice that in appearance or fact might impair public confidence. Board of ~~Control~~ members are bound by Board of ~~Control~~ policy 2:100, *Board of Control Member Conflict of Interest*. No SASSED employee having influence on SASSED's investment decisions shall:

1. Have any interest, directly or indirectly, in any investments in which SASSED is authorized to invest,
2. Have any interest, directly or indirectly, in the sellers, sponsors, or managers of those investments, or
3. Receive, in any manner, compensation of any kind from any investments in that the agency is authorized to invest.

LEGAL REF.: 30 ILCS 235/, Public Funds Investment Act.
30 ILCS 238/, Ill. Sustainable Investing Act.
105 ILCS 5/8-7, 5/10-22.44, 5/17-1, and 5/17-11.

CROSS REF.: 2:100 (Board Member Conflict of Interest), 4:10 (Fiscal and Business Management), 4:80 (Accounting and Audits)

ADOPTED:

Operational Services

Incurring Debt

The Executive Director shall provide early notice to the Governing Board of SASSED's need to borrow money. The Executive Director or designee shall prepare all documents and notices necessary for the Board, at its discretion, to: (1) issue working cash fund bonds, bonds, notes, and other evidence of indebtedness, or (2) establish a line of credit with a bank or other financial institution. The Executive Director shall notify the State Board of Education before SASSED issues any form of long-term or short-term debt that will result in outstanding debt that exceeds 75% of the debt limit specified in State law.

Bond Issue Obligations

In connection with the Board's issuance of bonds, the Executive Director shall be responsible for ensuring SASSED's compliance with federal securities laws, including the anti-fraud provisions of the Securities Act of 1933, as amended and, if applicable, the continuing disclosure obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

Additionally, in connection with the Board's issuance of bonds, the interest on which is excludable from *gross income* for federal income tax purposes, or which enable SASSED or bond holder to receive other federal tax benefits, the Board authorizes the Executive Director to establish written procedures for post-issuance compliance monitoring for such bonds to protect their tax-exempt (or tax-advantaged) status.

The Board may contract with outside professionals, such as bond counsel and/or a qualified financial consulting firm, to assist it in meeting the requirements of this subsection.

LEGAL REF.: Securities Act of 1933, 15 U.S.C. §77a et seq.
Securities Exchange Act of 1934, 15 U.S.C. §78a et seq.
17 C.F.R. §240.15c2-12.
Bond Authorization Act, 30 ILCS 305/2.
Bond Issue Notification Act, 30 ILCS 352/1.
Local Government Debt Reform Act, 30 ILCS 350/.
Tax Anticipation Note Act, 50 ILCS 420/.
105 ILCS 5/17-16, 5/17-17, 5/18-18, and 5/19-1 et seq.

CROSS REF.: 4:10 (Fiscal and Business Management)

ADOPTED:

Operational Services

Insufficient Fund Checks and Debt Recovery

Insufficient Fund Checks

The Executive Director or designee is responsible for collecting the maximum fee authorized by State law for returned checks written to SASED that are not honored upon presentation to the respective bank or other depository institution for any reason. The Executive Director is authorized to contact the Board Attorney whenever necessary to collect the returned check amount, fee, collection costs and expenses, and interest.

Delinquent Debt Recovery

The Executive Director is authorized to seek collection of delinquent debt owed SASED to the fullest extent of the law.

A Local Debt Recovery Program may be available through the Illinois Office of the Comptroller (IOC) in the future. To participate in it, an intergovernmental agreement (IGA) between SASED and the IOC must be in existence. The IGA establishes the terms under which SASED may refer a delinquent debt to the IOC for an offset (deduction). The IOC may execute an offset, in the amount of the delinquent debt owed to SASED, from a future payment that the State makes to an individual or entity responsible for paying the delinquent debt.

The Executive Director or designee shall execute the requirements of the IGA. While executing the requirements of the IGA, the Executive Director or designee is responsible, without limitation, for each of the following:

1. Providing a SASED-wide, uniform, method of notice and due process to the individual or entity against whom a claim for delinquent debt payment (*claim*) is made. Written notice and an opportunity to be heard must be given to the individual or entity responsible for paying a delinquent debt before the claim is certified to the IOC for offset. The notice must state the claim's amount, the reason for the amount due, the claim's date or time period, and a description of the process to challenge the claim. If reimbursable meals or snacks provided under the Hunger-Free Students' Bill of Rights Act are the basis of SASED delinquent debt claim of no less than \$500, the notice must be sent to a student's parent(s)/guardian(s) only after: (a) the student owes SASED more than five meals and/or snacks; (b) the Executive Director or designee made: (i) repeated contacts to collect the amounts owed, and (ii) reasonable efforts to collect the amount due for at least one year; and (c) SASED requested the student's parent(s)/guardian(s) to apply for meal benefits pursuant to policy 4:130, *Free and Reduced-Price Food Services*, and they either: (i) did not qualify, or (ii) refused to apply.
2. An individual or entity challenging a claim shall be provided an informal proceeding to refute the claim's existence, amount, or current collectability; the decision following this proceeding shall be reviewable.
 - a. If a waiver of student fees is requested as a challenge to paying the claim, and the waiver of student fees is denied, an appeal of the denial of a fee waiver request shall be handled according to 4:140, *Waiver of Student Fees*. If no waiver of student fees is requested, reviews regarding payment of the claim shall be handled according to this policy before certification to the IOC for offset.

- b. If application for meal benefits pursuant to policy 4:130, *Free and Reduced-Price Food Services*, is requested as a challenge to paying the claim, and the request is denied, an appeal of the denial of the request shall be handled according to 4:130, *Free and Reduced-Price Food Services*. If no request for meal benefits is received, review of the claim's payment shall be handled according to this policy before certification to the IOC for offset.
3. Certifying to the IOC that the debt is past due and legally enforceable, and notifying the IOC of any change in the status of an offset claim for delinquent debt.
4. Responding to requests for information from the IOC to facilitate the prompt resolution of any administrative review requests received by the IOC.

LEGAL REF.: 15 ILCS 405/10.05 and 10.05d.
105 ILCS 123/, Hunger-Free Students' Bill of Rights Act.
810 ILCS 5/3-806.

ADOPTED:

Operational Services

Payment Procedures

The Treasurer shall prepare a list of all due and payable bills, indicating vendor name and amount, and shall present it to the Board of ~~Control~~ Directors in advance of the Board's regular monthly meeting or, if necessary, a special meeting. These bills shall be reviewed by the Board of ~~Control~~ Directors, after which they may be approved for payment by Board order. Approval of all bills shall be given by a roll call vote and the votes shall be recorded in the minutes. The Treasurer shall pay the bills after receiving a Board of ~~Control~~ Directors order or pertinent portions of the Board minutes, even if the minutes are unapproved, provided the order or minutes are signed by the Board Chairperson and Secretary, or a majority of the Board.

The Treasurer is authorized without prior Board of ~~Control~~ Directors approval to pay Social Security taxes, wages, pension contributions, utility bills and other recurring bills. These disbursements shall be included in the listing of bills presented to the Board of ~~Control~~ Directors at its next meeting.

The Board of ~~Control~~ Directors authorizes the Executive Director or designee to establish revolving funds and a petty cash fund system for school cafeterias, lunchrooms, athletics, or similar purposes, provided such funds are maintained in accordance with Board policy 4:80, *Accounting and Audits*, and remain in the custody of an employee who is properly bonded according to State law.

Salary Deductions

Upon written receipt, an employee may have a salary deduction made for charities, annuities, and other purposes approved by the Executive Director or designee. SASED will accept no responsibility with regard to the transaction other than forwarding the deduction to the designated agency. The Executive Director or designee will inform the Board of ~~Control~~ Directors of the currently approved list of agencies not later than November 1st of each year.

LEGAL REF.: 105 ILCS 5/8-16, 5/10-7, and 5/10-20.19.
23 Ill.Admin.Code §100.70.

CROSS REF.: 4:55 (Use of Credit and Procurement Cards), 4:60 (Purchases and Contracts),
4:80 (Accounting and Audits)

ADOPTED:

Operational Services

Use of Credit and Procurement Cards

The Executive Director and employees designated by the Executive Director are authorized to use SASED credit and procurement cards to simplify the acquisition, receipt, and payment of purchases and travel expenses incurred on SASED's behalf. Credit and procurement cards shall only be used for those expenses that are for SASED's benefit and serve a valid and proper public purpose; they shall not be used for personal purchases. Cardholders are responsible for exercising due care and judgment and for acting in SASED's best interests.

The Executive Director or designee shall manage the use of SASED credit and procurement cards by employees. It is the Board ~~of Control~~'s responsibility, through the audit and approval process, to determine whether SASED credit and procurement card use by the Executive Director is appropriate.

In addition to the other limitations contained in this and other Board ~~of Control~~ policies, SASED credit and procurement cards are governed by the following restrictions:

1. Credit and/or procurement cards may only be used to pay certain job-related expenses or to make purchases on behalf of the Board ~~of Control~~ or SASED or any student activity fund, or for purposes that would otherwise be addressed through a conventional revolving fund.
2. The Executive Director or designee shall instruct the issuing bank to block the cards' use at unapproved merchants.
3. The Executive Director or designee must approve the use of a SASED credit or procurement card whenever such use is by telephone, fax, and the Internet. Permission shall be withheld when the use violates any Board ~~of Control~~ policy, is from a vendor whose reputation has not been verified or would be more expensive than if another available payment method were used.
4. The consequences for unauthorized purchases include, but are not limited to, reimbursing SASED for the purchase amount, loss of cardholding privileges, and, if made by an employee, discipline up to and including discharge.
5. All cardholders must sign a statement affirming that they are familiar with this policy.
6. The Executive Director shall implement a process whereby all purchases using a SASED credit or procurement card are reviewed and approved by someone other than the cardholder or someone under the cardholder's supervision.
7. Cardholders must submit the original, itemized receipt to document all purchases.
8. No individual may use a SASED credit or procurement card to make purchases in a manner contrary to State law, including, but not limited to, the bidding and other purchasing requirements in 105 ILCS 5/10-20.21, or any Board ~~of Control~~ policy.
9. The Executive Director or designee shall account for any financial or material reward or rebate offered by the company or institution issuing SASED credit or procurement card and shall ensure that it is used for SASED's benefit.

LEGAL REF.: 105 ILCS 5/10-20.21.
23 Ill.Admin.Code §100.70(d).

CROSS REF.: 4:50 (Payment Procedures), 4:60 (Purchases and Contracts), 4:80 (Accounting and Audits), 4:90 (Student Activity and Fiduciary Funds), 5:60 (Expenses)

ADOPTED:

PENDING ADOPTION

Operational Services

Purchases and Contracts

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

Standards for Purchasing and Contracting

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

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

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

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

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

5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense; and (3) require each of its employees who will have direct, daily contact with student(s) to cooperate during the SASSED's fingerprint-based criminal history records check on him or her.

- b. In accordance with 105 ILCS 5/24-5: (1) concerning each new employee of a contractor that provides services to students or in schools, provide SASSED with evidence of physical fitness to perform the duties assigned and freedom from communicable disease if the employee will have direct, daily contact with one or more student(s); and (2) require any new or existing employee who has and will have direct, daily contact with one or more student(s) to complete additional health examinations as required by SASSED and be subject to additional health examinations, including tuberculosis screening, as required by the Ill. Department of Public Health rules or order of a local health official.
9. After 1-1-23, any pavement engineering project using a coal tar-based sealant product or high polycyclic aromatic hydrocarbon sealant product for pavement engineering-related use must comply with the Coal Tar Sealant Disclosure Act.
10. Purchases made with federal, or State awards must comply with 2 C.F.R. Part 200 and 30 ILCS 708/, as applicable, and any terms of the award.

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

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

CROSS REF.: 2:100 (Board ~~of Control~~ Member Conflict of Interest), 4:70 (Resource Conservation), 4:150 (Facility Management and Building Programs), 4:175 (Convicted Child Sex Offender; Screening; Notifications)

ADOPTED:

Operational Services

Resource Conservation

The Executive Director or designee shall manage a program of energy and resource conservation for SASSED that includes:

1. Periodic review of procurement procedures and specifications to ensure that purchased products and supplies are reusable, durable, or made from recycled materials, if economically and practically feasible.
2. Purchasing recycled paper and paper products in amounts that will, at a minimum, meet the specifications in the School Code, if economically and practically feasible.
3. Periodic review of procedures on the reduction of solid waste generated by academic, administrative, and other institutional functions. These procedures shall: (a) require recycling SASSED's waste stream, including landscape waste, computer paper, and white office paper, if economically and practically feasible; (b) include investigation of the feasibility of potential markets for other recyclable materials that are present in SASSED's waste stream; and (c) be designed to achieve, before July 1, 2020, at least a 50% reduction in the amount of solid waste that is generated by SASSED.
4. Adherence to energy conservation measures.

LEGAL REF.: 105 ILCS 5/10-20.19c and 5/19b.

CROSS REF.: 4:60 (Purchases and Contracts), 4:150 (Facility Management and Building Programs)

ADOPTED:

Operational Services

Accounting and Audits

SASED's accounting and audit services shall comply with the *Requirements for Accounting, Budgeting, Financial Reporting, and Auditing*, as adopted by the Ill. State Board of Education (ISBE), State and federal laws and regulations, and generally accepted accounting principles. Determination of liabilities and assets, prioritization of expenditures of governmental funds, and provisions for accounting disclosures shall be made in accordance with government accounting standards as directed by the auditor designated by the Board of ~~Control~~ Directors. The Executive Director, in addition to other assigned financial responsibilities, shall report monthly on SASED's financial performance, both income and expense, in relation to the financial plan represented in the budget.

Annual Audit

At the close of each fiscal year, the Executive Director shall arrange an audit of SASED's funds, accounts, statements, and other financial matters. The audit shall be performed by an independent certified public accountant designated by the Board of ~~Control~~ Directors and be conducted in conformance with prescribed standards and legal requirements. A complete and detailed written audit report shall be provided to each Board of ~~Control~~ Directors member and to the Executive Director. The Executive Director shall annually, on or before October 15, submit an original and one copy of the audit to the Regional Superintendent of Schools.

Annual Financial Report

The Executive Director or designee shall annually prepare and submit the Annual Financial Report on a timely basis using the form adopted by the ISBE. The Executive Director shall review and discuss the Annual Financial Report with the Board before it is submitted.

Inventories

The Executive Director or designee is responsible for establishing and maintaining accurate inventory records. The inventory record of supplies and equipment shall include a description of each item, quantity, location, purchase date, and cost or estimated replacement cost, unless the supplies and equipment are acquired by SASED pursuant to a federal or State grant award, in which case the inventory record shall also include the information required by 2 C.F.R. §200.313, if applicable. The Executive Director shall establish procedures for the management of property acquired by SASED under grant awards that comply with federal and State law.

Capitalization Threshold

To be considered a capital asset for financial reporting purposes, a capital item must be at or above a capitalization threshold of \$1,000-\$5,000, depending on the item, and have an estimated useful life greater than one year. To be considered a capital asset for insurance coverage purposes, a capital item must at or above a capitalization threshold of \$1,000 and have an estimated useful life greater than one year. The following Capitalization Table should be used when developing the estimated useful life and calculating the depreciation expense for an item using the straight-line depreciation method.

Capitalization Thresholds:

Land and Land Improvements	5,000
Buildings and Building Improvement	5,000
Infrastructure and site Improvements	50,000
Equipment and Furnishings	2,500
Technology and Software	1,000

Estimated Useful Lives:

Buildings and Building Improvements (20-50 years)	
HVAC and Boiler Systems	20-25 years
Roof and Gutter Systems	25-30 years
Electrical and Plumbing Systems	30-50 years
Infrastructure and Site Improvements (20-50 years)	
Parking Lots/Sidewalks/Curbs	20-25 years
Landscaping and Trees	25-30 years
Sewer and Lighting	30-50 years

Equipment and Furnishings (5-20 years)

Office Equipment	5-15 years
Cars/Trucks	7-10 years
Telephones	10-12 years
Library Books	10-15 years
Tables/Desks/Chairs	10-15 years
Fixtures	15-20 years

Technology and Software (5-10 years)

Computers	4-5 years
Software	5-7 years
Network Equipment	5-10 years
Technology Infrastructure	8-10 years

Disposition of SASED Property

The Executive Director or designee shall notify the Board of ~~Control~~ Directors, as necessary, of the following so that the Board may consider its disposition: (1) SASED personal property (property other than buildings and land) that is no longer needed for school purposes, and (2) school site, building, or other real estate that is unnecessary, unsuitable, or inconvenient. Notwithstanding the above, the Executive Director or designee may unilaterally dispose of personal property of a diminutive value. The Executive Director shall establish procedures for the disposition of property acquired by SASED under grant awards that comply with federal and State law.

Taxable Fringe Benefits

The Executive Director or designee shall: (1) require that all use of SASSED property or equipment by employees is for SASSED's convenience and best interests unless it is a Board of ~~Control~~ Directors - approved fringe benefit, and (2) ensure compliance with the Internal Revenue Service regulations regarding when to report an employee's personal use of SASSED property or equipment as taxable compensation.

Controls for Revolving Funds and Petty Cash

Revolving funds and the petty cash system are established in Board policy 4:50, *Payment Procedures*. The Executive Director shall: (1) designate a custodian for each revolving fund and petty cash fund, (2) obtain a bond for each fund custodian, and (3) maintain the funds in compliance with this policy, State law, and ISBE rules. A check for the petty cash fund may be drawn payable to the designated petty cash custodian. Bank accounts for revolving funds are limited to a maximum balance of \$500.00. All expenditures from these bank accounts must be directly related to the purpose for which the account was established and supported with documentation, including signed invoices or receipts. All deposits into these bank accounts must be accompanied with a clear description of their intended purpose. The Executive Director or designee shall include checks written to reimburse revolving funds on the Board of ~~Control~~ Directors monthly listing of bills indicating the recipient and including an explanation.

Control Requirements for Checks

The Board of ~~Control~~ Directors must approve all bank accounts opened or established in SASSED's or a District SASSED's name or with SASSED's Federal Employer Identification Number. All checks issued by SASSED must be signed by either the Treasurer or Board of ~~Control~~ Directors Chairperson, except that checks from accounts containing student activity funds or fiduciary funds and revolving accounts may be signed by their respective account custodians.

Internal Controls

The Executive Director is primarily responsible for establishing and implementing a system of internal controls for safeguarding SASSED's financial condition; the Board of ~~Control~~ Directors, however, will oversee these safeguards. The control objectives are to ensure efficient business and financial practices, reliable financial reporting, and compliance with State law and Board policies, and to prevent losses from fraud, waste, and abuse, as well as employee error, misrepresentation by third parties, or other imprudent employee action.

The Executive Director or designee shall annually audit SASSED's financial and business operations for compliance with established internal controls and provide the results to the Board of ~~Control~~ Directors. The Board of ~~Control~~ Directors may from time-to-time engage a third-party to audit internal controls in addition to the annual audit.

LEGAL REF.: 2 C.F.R. §200 et seq.
30 ILCS 708/, Grant Accountability and Transparency Act, implemented by 44
Ill.Admin.Code 7000 et seq.
105 ILCS 5/2-3.27, 5/2-3.28, 5/3-7, 5/3-15.1, 5/5-22, 5/10-21.4, 5/10-20.19, 5/10-
22.8, and 5/17-1 et seq.
23 Ill.Admin.Code Part 100.

CROSS REF.: 4:10 (Fiscal and Business Management), 4:50 (Payment Procedures), 4:55 (Use
of Credit and Procurement Cards), 4:90 (Student Activity and Fiduciary Funds)

ADOPTED:

Operational Services

Student Activity and Fiduciary Funds

The Board of ~~Control~~ Directors, upon the Executive Director or designee's recommendation, establishes student activity funds to be managed by student organizations under the guidance and direction of a staff member for educational, recreational, or cultural purposes. The Board of ~~Control~~ Directors, upon the Executive Director or designee's recommendation, also establishes fiduciary funds to be supervised by the Executive Director or designee. SASSED has custodial responsibilities for fiduciary funds but no direct involvement in the management of such funds.

Student Activity Funds

The Executive Director or designee shall be responsible for supervising student activity funds in accordance with Board policy, 4:80, *Accounting and Audits*; State law; and the Ill. State Board of Education (ISBE) rules for student activity funds. The Board of ~~Control~~ Directors will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the responsibilities specific to the treasurer listed in ISBE rules for school activity funds, including the authority to make loans between activity funds.

Unless otherwise instructed by the Board of ~~Control~~ Directors, a student activity fund's balance will carry over to the next fiscal year. An account containing student activity funds that is inactive for 12 consecutive months shall be closed and its funds transferred to another student activity fund or authorized fund with a similar purpose.

Fiduciary Funds

The Executive Director or designee shall be responsible for supervising fiduciary funds in accordance with Board policy 4:80, *Accounting and Audits*; State law; and ISBE rules for fiduciary funds. The Board of ~~Control~~ Directors will appoint a treasurer for each fund to serve as the fund's sole custodian and be bonded in accordance with the School Code. The treasurer shall have all of the responsibilities specific to the treasurer listed in the ISBE rules for fiduciary funds.

LEGAL REF.: 105 ILCS 5/8-2 and 5/10-20.19.
23 Ill.Admin.Code §§100.20, 100.80, and 100.85.

CROSS REF.: 4:80 (Accounting and Audits), 7:325 (Student Fundraising Activities)

ADOPTED:

Operational Services

Insurance Management

The Executive Director shall recommend and maintain all insurance programs that provide the broadest and most complete coverage available at the most economical cost, consistent with sound insurance principles.

The insurance program shall include each of the following:

1. Liability coverage to insure against any loss or liability of SASSED and the listed individuals against civil rights damage claims and suits, constitutional rights damage claims and suits, and death and bodily injury and property damage claims and suits, including defense costs, when damages are sought for negligent or wrongful acts allegedly committed in the scope of employment or under the Board's direction or related to any mentoring services provided to the ~~District's~~ SASSED's certified staff members; ~~Governing~~ Board members; employees; volunteer personnel authorized by 105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b; mentors of certified staff members authorized in 105 ILCS 5/21A-5 et seq. (new teacher), 105 ILCS 5/2-3.53a (new principal), and 2-3.53b (new Executive Directors); and student teachers.
2. Catastrophic accident insurance at the mandated benefit level for student athletes in grades 9 through 12 who sustain an accidental injury while participating in school-sponsored or school-supervised interscholastic athletic events sanctioned by the Illinois High School Association that results in medical expenses in excess of \$50,000.
3. Comprehensive property insurance covering a broad range of causes of loss involving building and personal property. The coverage amount shall normally be for the replacement cost or the insurable value.
4. Workers' Compensation to protect individual employees against financial loss in case of a work-related injury, certain types of disease, or death incurred in an employee-related situation.
 - a. The term "Employee" as used in this policy means any employee who sustains an accidental injury while in the course of conducting his/her employment duties with SASSED. Such employee may be entitled to compensation under the Illinois Worker's Compensation Act (hereinafter referred to as the "Act").
 - b. Medical Benefits - An employee who sustains a work-related injury that qualifies for benefits under the Act shall not be entitled to any medical, surgical, or hospital benefits under the SASSED Hospital/Major-Medical Insurance Plan.
 - c. If an employee who sustains an injury and is entitled to compensation under the Act receives medical, surgical, hospital, temporary disability, or accidental disability benefits for such injury and subsequently receives compensation for the injury under the Act, he or she shall be required to remit to SASSED the amount received from the SASSED Hospital/Major-Medical Insurance Plan.
 - d. Sick Leave - An employee who sustains a lost-time injury that does not satisfy the three (3) day limit for benefits under the Act shall be entitled to use his or her

accumulated sick leave. If the employee does receive benefits under the Act, he or she shall be entitled to that portion of his or her sick leave which, when added to the benefits received under the Act, shall equal the employee's normal wages for the period of absence. Any sick leave so used shall be deducted from the employee's accumulated sick leave.

In the event that SASSED pays an employee sick leave pay for an absence and the employee subsequently receives compensation under the Act, making the sum received by the employee greater than the employee's normal wages for the period of absence, SASSED shall deduct from the employee's wages an amount equal to the excess of normal wages.

Student Insurance

The Board of ~~Control~~ Directors shall annually designate a company to offer student accident insurance coverage. The Board does not endorse the plan nor recommend that parents/guardians secure the coverage, and any contract is between the parent(s)/guardian(s) and the company.

Health, Dental, and Life Insurance

On an annual basis, the Board of ~~Control~~ Directors will review and approve the health, dental, and life insurance program offered to its employees.

LEGAL REF.: Consolidated Omnibus Budget Reconciliation Act, Pub. L. 99-272, §10001, 100 Stat. 222, 4980B(f) of the I.R.S. Code, 42 U.S.C. §300bb-1 et seq.
105 ILCS 5/10-20.20, 5/10-22.3, 5/10-22.3a, 5/10-22.3b, 5/10-22.3f, 5/10-22.34, 5/10-22.34a, 5/10-22.34b, and 5/22-15.
215 ILCS 5/, Ill. Insurance Code.
750 ILCS 75/, Ill. Religious Freedom Protection and Civil Union Act.
820 ILCS 305/, Workers' Compensation Act.

ADOPTED:

Operational Services

Transportation

The district of residence for students attending SASED programs has the responsibility to provide and pay for transportation services for its students that attend SASED operated programs. SASED may assist districts in the process of providing transportation to students.

When SASED assists districts in providing transportation for students, bus schedules and routes shall be reviewed by the Executive Director or designee and shall be altered only with the Executive Director or designee's approval and direction. In fixing the routes, the pick-up and discharge points should be as safe and convenient for students as possible.

No SASED employee may transport students in school or private vehicles unless authorized by the administration.

Every vehicle regularly used for the transportation of students must pass safety inspections in accordance with State law and Ill Dept of Transportation regulations. The strobe light on a school bus may be illuminated only when the bus is actually being used as a school bus and (1) is stopping or stopped for loading or discharging students on a highway outside an urban area, or (2) is bearing one or more students. The Executive Director shall implement procedures in accordance with State law for accepting erratic driving reports.

All contracts for charter bus services must contain the clause prescribed by State law regarding criminal background checks for bus drivers.

Pre-Trip and Post-Trip Vehicle Inspection

The Executive Director or designee shall develop and implement a pre-trip and post-trip inspection procedure to ensure that the school bus driver: (1) tests the two-way radio and ensures that it is functioning properly before the bus is operated, and (2) walks to the rear of the bus before leaving the bus at the end of each route, work shift, or work day, to check the bus for children or other passengers in the bus.

LEGAL REF.: McKinney Homeless Assistance Act, 42 U.S.C. §11431 et seq.
105 ILCS 5/10-22.22 and 5/29-1 et seq.
105 ILCS 45/1-15.
625 ILCS 5/1-148.3a-5, 5/1-182, 5/11-1414.1, 5/12-813, 5/12-813.1, 5/12-815,
5/12-816, 5/12-821, and 5/13-109.
23 Ill.Admin.Code §§1.510 and 226.750; Part 120.
92 Ill.Admin.Code §440-3.

CROSS REF.: 4:170 (Safety), 5:100 (Staff Development), 5:120 (Ethics and Conduct), 5:280 (Educational Support Personnel - Duties and Qualifications), 6:140 (Education of Homeless Children), 7:220 (Bus Conduct)

ADOPTED:

Operational Services

Food Services

Good nutrition shall be promoted in SASSED's meal programs and in other food and beverages that are sold to students during the school day. The Executive Director shall manage a food service program that complies with this policy and is in alignment with Board policy 6:50, *School Wellness*.

Food or beverage items sold to students as part of a reimbursable meal under federal law must follow the nutrition standards specified in the U.S. Dept. of Agriculture rules that implement the National School Lunch and Child Nutrition Acts. Schools being reimbursed for meals under these laws are *participating schools*.

The food service program in participating SASSED schools shall comply with the nutrition standards specified in the U.S. Dept. of Agriculture's *Smart Snacks rules* when it offers competitive foods to students on the school campus during the school day. *Competitive foods* are all food and beverages that are offered by any person, organization or entity for sale to students on the school campus during the school day that are not reimbursed under programs authorized by federal law. The food service programs in participating schools shall also comply with any applicable mandates in the Illinois State Board of Education's School Food Service rules implementing these federal laws and the Ill. School Breakfast and Lunch Program Act.

All revenue from the sale of any food or beverages sold in competition with the School Breakfast Program or National School Lunch Program to students in food service areas during the meal period shall accrue to the nonprofit school lunch program account.

LEGAL REF.: Russell B. National School Lunch Act, 42 U.S.C. §1751 et seq.
 Child Nutrition Act of 1966, 42 U.S.C. §1771 et seq.
 7 C.F.R. Parts 210 (National School Lunch Program) and 220 (School Breakfast Program).
 105 ILCS 125/, School Breakfast and Lunch Program Act.
 23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.: 4:130 (Free and Reduced-Price Food Services), 6:50 (School Wellness)

ADOPTED:

Operational Services

Free and Reduced-Price Food Services

Notice

The Executive Director shall be responsible for implementing SASSED's free and reduced-price food services policy and all applicable programs.

Eligibility Criteria and Selection of Children

A student's eligibility for free and reduced-price food services shall be determined by the income eligibility guidelines, family-size income standards, set annually by the U.S. Dept. of Agriculture and distributed by the Ill. State Board of Education. From time to time, the income eligibility guidelines and standards may not be necessary when reimbursements for students' free breakfasts and lunches are claimed through the U.S. Depts. of Agriculture and Education's Community Eligibility Provision (CEP). When claiming the CEP, SASSED will follow its requirements.

Notification

At the beginning of each school year, by letter, SASSED shall notify students and their parents/guardians of: (1) eligibility requirements for free and reduced-price food service; (2) the application process; (3) the name and telephone number of a contact person for the program; and (4) other information required by federal law. The Executive Director shall provide the same information to: (1) informational media, and (2) SASSED's website. Parents/guardians enrolling a child in SASSED for the first time, any time during the school year, shall receive the eligibility information.

Nondiscrimination Assurance

SASSED shall avoid publicly identifying students receiving free or reduced-price meals and shall use methods for collecting meal payments that prevent identification of children receiving assistance.

Appeal

A family may appeal SASSED's decision to deny an application for free and reduced-price food services or to terminate such services as outlined by the U.S. Dept. of Agriculture in 7 C.F.R. §245.7, Determining Eligibility for Free and Reduced-Price Meals and Free Milk in Schools. The Executive Director shall establish a hearing procedure for adverse eligibility decisions and provide by mail a copy of them to the family. SASSED may also use these procedures to challenge a child's continued eligibility for free or reduced-price meals or milk.

During an appeal, students previously receiving food service benefits shall not have their benefits terminated. Students who were denied benefits shall not receive benefits during the appeal. The status of a student's appeal or eligibility for free or reduced-price food services shall not relieve SASSED of its obligation to provide him or her with a free meal or snack under the Hunger-Free Students' Bill of Rights Act if he or she requests one, regardless of his or her ability to pay.

The Executive Director shall keep on file for a period of three years a record of any appeals made and the hearing record. SASSED shall also maintain accurate and complete records showing the data and method used to determine the number of eligible students served free and reduced-price food services. These records shall be maintained for three years.

LEGAL REF.: HFSBRA 105 ILCS 123/, added by P.A. 100-1092.
U.S. Dept. of Agriculture, Food and Nutrition Service, National School Lunch
Program, 7 C.F.R. Part 210.
U.S. Dept. of Agriculture, Food and Nutrition Service, Determining Eligibility for
Free and Reduced-Price Meals and Free Milk in Schools, 7 C.F.R. Part 245.
105 ILCS 125/ and 126/.
23 Ill.Admin.Code §305.10 et seq.

ADOPTED:

PENDING ADOPTION

Operational Services

Facility Management and Building Programs

The Executive Director shall manage SASSED's facilities and grounds as well as facility construction and building programs in accordance with the law, the standards set forth in this policy, and other applicable Board of ~~Control~~ Directors policies. The Executive Director or designee shall facilitate: (1) inspections of schools by the Regional Superintendent and State Fire Marshal or designee, (2) review of plans and specifications for future construction or alterations of a school if requested by the relevant municipality, county (if applicable), or fire protection SASSED, and (3) compliance with the 10-year safety survey process required by the School Code.

Standards for Managing Buildings and Grounds

All SASSED buildings and grounds shall be adequately maintained in order to provide an appropriate, safe, and energy efficient physical environment for learning and teaching. The Executive Director or designee shall provide the Board of ~~Control~~ Directors with periodic reports on maintenance data and projected maintenance needs that include cost analysis. Prior Board of ~~Control~~ Directors approval is needed for all renovations or permanent alterations to buildings or grounds when the total cost will exceed \$12,500, including the cost equivalent of staff time. This policy is not intended to discourage efforts to improve the appearance of buildings or grounds that are consistent with the designated use of those buildings and grounds.

Standards for Green Cleaning

For each SASSED school with 50 or more students, the Executive Director or designee shall establish and supervise a green cleaning program that complies with the guidelines established by the Illinois Green Government Coordinating Council.

Standards for Facility Construction and Building Programs

As appropriate, the Board of ~~Control~~ Directors will authorize a comprehensive study to determine the need for facility construction and expansion. On an annual basis, the Executive Director or designee shall provide the Board of ~~Control~~ Directors with projected facility needs, enrollment trends, and other data impacting facility use. Board of ~~Control~~ Directors approval is needed for all new facility construction and expansion.

When making decisions pertaining to design and construction of school facilities, the Board of ~~Control~~ Directors will confer with members of the staff and community, the Ill. State Board of Education, and educational and architectural consultants, as it deems appropriate. The Board of ~~Control~~ Directors facility goals are to:

1. Integrate facilities planning with other aspects of planning and goal-setting.
2. Base educational specifications for school buildings on identifiable student needs.
3. Design buildings for sufficient flexibility to permit new or modified programs.
4. Design buildings for maximum potential for community use.
5. Meet or exceed all safety requirements.
6. Meet requirements on the accessibility of school facilities to disabled persons as specified in State and federal law.
7. Provide for low maintenance costs, energy efficiency, and minimal environmental impact.

Naming Buildings and Facilities

Recognizing that the name for a school building, facility, or ground or field reflects on its public image, the Board(s) ~~of Control's~~ primary consideration will be to select a name that enhances the credibility and stature of the school or facility. Any request to name or rename an existing facility should be submitted to the Board of ~~Control~~ Directors. When a facility is to be named or renamed, the Board of ~~Control~~ Directors Chairperson will appoint a special committee to consider nominations and make a recommendation, along with supporting rationale, to the Board of ~~Control~~ Directors. The Board of ~~Control~~ Directors will make the final selection. The Executive Director or designee may name a room or designate some area on a school's property in honor of an individual or group that has performed outstanding service to the school without using the process in this policy.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans with Disabilities Act of 1990, implemented by 28 C.F.R. Parts 35 and 36.
20 ILCS 3130/, Green Buildings Act.
105 ILCS 5/2-3.12, 5/10-20.49, 5/10-22.36, 5/10-20.63, and 5/17-2.11.
105 ILCS 140/, Green Cleaning Schools Act.
105 ILCS 230/, School Construction Law.
410 ILCS 25/, Environmental Barriers Act.
410 ILCS 35/25, Equitable Restrooms Act.
820 ILCS 130/, Prevailing Wage Act.
23 Ill.Admin.Code Part 151, School Construction Program; Part 180, Health/Life Safety Code for Public Schools; and Part 2800, Green Cleaning for Elementary and Secondary Schools.
71 Ill.Admin.Code Part 400, Ill. Accessibility Code.

CROSS REF.: 2:150 (Committees), 2:170 (Procurement of Architectural, Engineering, and Land Surveying Services), 4:60 (Purchases and Contracts), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED:

Operational Services

Environmental Quality of Buildings and Grounds

The Executive Director shall take all reasonable measures to protect: (1) the safety of SASED personnel, students, and visitors on SASED premises from risks associated with hazardous materials, and (2) the environmental quality of SASED's buildings and grounds.

The Executive Director shall notify all employees who must be offered, according to State or federal law, SASED-paid hepatitis B vaccine and vaccination.

Pesticides

Restricted use pesticides will not be applied on or within 500 feet of school property during normal school hours. The Executive Director or designee shall maintain a registry of employees and parents/guardians of students requesting notification before the application of pesticide(s) and notify these people as required by the Structural Pest Control Act, 225 ILCS 235/, and the Lawn Care Products Application and Notice Act, 415 ILCS 65/.

Coal Tar Sealant

Beginning on 1-1-23, before coal tar-based sealant products or high polycyclic aromatic hydrocarbon sealant products are used on SASED premises, the Executive Director or designee shall notify employees and parents/guardians of students in writing or by telephone as required by the Coal Tar Sealant Disclosure Act.

LEGAL REF.: 105 ILCS 5/10-20.17a; 5/10-20.48.
29 C.F.R. §1910.1030, Occupational Exposure to Bloodborne Pathogens, as adopted by the Illinois Department of Labor, 56 Ill.Admin.Code §350.700(b).
29 C.F.R. §1910.1200, Occupational Safety and Health Administration Hazard Communication Standards, as adopted by 820 ILCS 255/1.5, Toxic Substances Disclosure to Employees Act.
20 ILCS 3130/, Green Buildings Act.
105 ILCS 135/, Toxic Art Supplies in Schools Act.
105 ILCS 140/, Green Cleaning School Act.
225 ILCS 235/, Structural Pest Control Act.
415 ILCS 60/14, Illinois Pesticide Act.
415 ILCS 65/, Lawn Care Products Application and Notice Act.
410 ILCS 170/, Coal Tar Sealant Disclosure Act.
820 ILCS 255/, Toxic Substances Disclosure to Employees Act. (*inoperative*)
23 Ill.Admin.Code §1.330.

CROSS REF.: 4:150 (Facility Management and Building Programs), 4:170 (Safety)

ADOPTED:

Operational Services

Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors

Child sexual abuse and grooming behaviors harm students, their parents/guardians, SASSED's environment, its school communities, and the community at large, while diminishing a student's ability to learn. The Board of ~~Control~~ Directors has a responsibility and obligation to increase awareness and knowledge of: (1) issues regarding child sexual abuse, (2) likely warning signs that a child may be a victim of sexual abuse, (3) grooming behaviors related to child sexual abuse and grooming, (4) how to report child sexual abuse, (5) appropriate relationships between SASSED employees and students based upon State law, and (6) how to prevent child sexual abuse.

To address the Board of ~~Control~~ Directors's obligation to increase awareness and knowledge of these issues, prevent sexual abuse of children, and define prohibited grooming behaviors, the Executive Director or designee shall implement an Awareness and Prevention of Sexual Abuse and Grooming Behaviors Program. The Program will:

1. Educate students with:
 - a. An age-appropriate and evidence-informed health and safety education curriculum that includes methods for how to report child sexual abuse and grooming behaviors to authorities, through policy 6:60, *Curriculum Content*;
 - b. Information in policy 7:250, *Student Support Services*, about: (i) SASSED counseling options, assistance, and intervention for students who are victims of or affected by sexual abuse, and (ii) community-based Children's Advocacy Centers and sexual assault crisis centers and how to access those serving SASSED.
2. Train SASSED employees about child sexual abuse and grooming behaviors by January 31 of each school year with materials that include:
 - a. A definition of prohibited grooming behaviors and employee-student boundary violations pursuant to policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*;
 - b. Evidence-informed content on preventing, recognizing, reporting, and responding to child sexual abuse, grooming behaviors, and employee-student boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; 5:90, *Abused and Neglected Child Reporting*; 5:100, *Staff Development Program*; and 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; and
 - c. How to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations pursuant to policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.
3. Provide information to parents/guardians in student handbooks about the warning signs of child sexual abuse, grooming behaviors, and employee-student boundary violations with evidence-informed educational information that also includes:

- a. Assistance, referral, or resource information, including how to recognize grooming behaviors, appropriate relationships between SASED employees and students based upon policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, and how to prevent child sexual abuse from happening;
 - b. Methods for how to report child sexual abuse, grooming behaviors, and/or employee-student boundary violations to authorities; and
 - c. Available counseling and resources for children who are affected by sexual abuse, including both emotional and educational support for students affected by sexual abuse, so that the student can continue to succeed in school pursuant to policy 7:250, *Student Support Services*.
4. Provide parents/guardians of students in any of grades K through 8 with not less than five days' written notice before commencing any class or course providing instruction in recognizing and avoiding sexual abuse, as well as the opportunity to object in writing.

LEGAL REF.: 105 ILCS 5/10-23.13, 5/22-85.5, 5/27-9.1a, and 5/27-13.2.
105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/11-25, Criminal Code of 2012.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 7:20 (Harassment of Students Prohibited), 7:250 (Student Support Services)

ADOPTED:

Operational Services

Safety

Safety and Security

All SASSED operations, including the education program, shall be conducted in a manner that will promote the safety and security of everyone on SASSED property or at a SASSED event. The Executive Director or designee shall develop, implement, and maintain a comprehensive safety and security plan that includes, without limitation:

1. An emergency operations and crisis response plan(s) addressing prevention, preparation, response, and recovery for each school;
2. Provisions for a coordinated effort with local law enforcement and fire officials, emergency medical services personnel, and the Board ~~of Control~~ Attorney;
3. A school safety drill plan;
4. Instruction in safe bus riding practices; and
5. A clear, rapid, factual, and coordinated system of internal and external communication.

In the event of an emergency that threatens the safety of any person or property, students and staff are encouraged to follow the best practices discussed for their building regarding the use of any available cellular telephones.

School Safety Drill Plan

During every academic year, each school building that houses school children shall conduct, at a minimum, each of the following in accordance with the School Safety Drill Act (105 ILCS 128/):

1. Three school evacuation drills to address and prepare students and school personnel for fire incidents. One of these three drills shall require the participation of the local fire department or SASSED.
2. One bus evacuation drill.
3. One severe weather and shelter-in-place drill to address and prepare students and school personnel for possible tornado incidents.
4. One law enforcement lockdown drill to address a school shooting incident and to evaluate the preparedness of school personnel and students. This drill shall occur no later than 90 days after the first day of school of each year, and shall require the participation of all school personnel and students present at school at the time of the drill, except for those exempted by administrators, school support personnel, or a parent/guardian.

Annual Review

The Board of ~~Control~~ Directors or its designee will annually review each school building's emergency operations and crisis response plan(s), protocols, and procedures, as well as each building's compliance with the school safety drill plan. This annual review shall be in accordance with the School Safety Drill Act (105 ILCS 128/) and the Joint Rules of the Office of the State Fire Marshal and the Ill. State Board of Education (ISBE). 29 Ill.Admin.Code Part 1500.

Automated External Defibrillator (AED)

The Executive Director or designee shall implement a written plan for responding to medical emergencies at SASSED's physical fitness facilities in accordance with the Fitness Facility Medical Emergency Preparedness Act and shall file a copy of the plan with the Ill. Dept. of Public Health (IDPH). The plan shall provide for at least one automated external defibrillator (AED) to be available at every physical fitness facility on the premises according to State law requirements.

SASSED shall have an AED on site as well as a trained AED user: (1) on staff during staffed business hours; and (2) available during activities or events sponsored and conducted or supervised by SASSED. The Executive Director or designee shall ensure that every AED on SASSED's premises is properly tested and maintained in accordance with rules developed by the IDPH. This policy does not create an obligation to use an AED.

Carbon Monoxide Alarms

The Executive Director or designee shall implement a plan with SASSED's local fire officials to:

1. Determine which school buildings to equip with approved *carbon monoxide alarms* or *carbon monoxide detectors*,
2. Locate the required carbon monoxide alarms or carbon monoxide detectors within 20 feet of a carbon monoxide emitting device, and
3. Incorporate carbon monoxide alarm or detector activation procedures into each school building that requires a carbon monoxide alarm or detector. The Executive Director or designee shall ensure each school building annually reviews these procedures.

Soccer Goal Safety

The Executive Director or designee shall implement the Movable Soccer Goal Safety Act in accordance with the guidance published by the IDPH. Implementation of the Act shall be directed toward improving the safety of movable soccer goals by requiring that they be properly anchored.

Unsafe School Choice Option

The unsafe school choice option provided in State law permits students to transfer to another school within SASSED's in certain situations. This transfer option is unavailable in this SASSED because each grade is in only one attendance center. A student, who would otherwise have qualified for the choice option, or such a student's parent/guardian, may request special accommodations from the Executive Director or designee.

Lead Testing in Water

The Executive Director or designee shall implement testing for lead in each source of drinking water in school buildings in accordance with the Ill. Plumbing License Law and guidance published by the IDPH. The Executive Director or designee shall notify parent(s)/guardian(s) about the sampling results from their children's respective school buildings.

Emergency Closing

The Executive Director is authorized to close school(s) in the event of hazardous weather or other emergency that threatens the safety of students, staff members, or school property.

An employee emergency phone tree will be constructed for each SASSED-operated school and administrative office by each school or program administrator. Emergency phone trees shall be submitted to the Human Resource Department by the second Friday in September and updated copies shall be submitted as information changes.

Employees who work in schools operated by SASSED member districts, shall follow the directives of the Superintendent of the District in which they are located and immediately notify the Executive Director of an emergency closing.

LEGAL REF.: 105 ILCS 5/10-20.2, 5/10-20.57, 5/18-12, and 5/18-12.5.
105 ILCS 128/, School Safety Drill Act; 29 Ill.Admin.Code Part 1500.
210 ILCS 74/, Physical Fitness Facility Medical Emergency Preparedness Act.
225 ILCS 320/35.5, Ill. Plumbing License Law.

CROSS REF.: 4:110 (Transportation), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:30 (Hiring Process and Criteria), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

Operational Services

Convicted Child Sex Offender; Screening; Notifications

Persons Prohibited on School Property without Prior Permission

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender meets either of the following two exceptions:

1. The offender is a parent/guardian of a student attending the school and has notified the Program Administrator of his or her presence at the school for the purpose of: (i) attending a conference with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion; or
2. The offender received permission to be present from the Board of ~~Control~~ Directors, Executive Director, or Executive Director's designee. If permission is granted, the Executive Director or Board of ~~Control~~ Directors Chairperson shall provide the details of the offender's upcoming visit to the Program Administrator.

In all cases, the Executive Director or designee shall supervise a child sex offender whenever the offender is in a child's vicinity. If a student is a sex offender, the Executive Director or designee shall develop guidelines for managing his or her presence in school.

Screening

The Executive Director or designee shall perform fingerprint-based criminal history records information checks and/or screenings required by State law or Board policy for employees; student teachers; students doing field or clinical experience other than student teaching; contractors' employees who have direct, daily contact with one or more children; and resource persons and volunteers. The Board of ~~Control~~ Directors Chairperson shall ensure that these checks are completed for the Executive Director. He or she shall take appropriate action based on the result of any criminal background check and/or screen.

Notification to Parents/Guardians

The Executive Director shall develop procedures for the distribution and use of information from law enforcement officials under the Sex Offender Community Notification Law and the Murderer and Violent Offender Against Youth Community Notification Law. The Executive Director or designee shall serve as SASED contact person for purposes of these laws. The Executive Director and Program Administrator shall manage a process for schools to notify the parents/guardians during school registration that information about sex offenders is available to the public as provided in the Sex Offender Community Notification Law. This notification must occur during school registration and at other times as the Executive Director or Program Administrator determines advisable.

LEGAL REF.: 20 U.S.C. §7926, Elementary and Secondary Education Act.
20 ILCS 2635/, Uniform Conviction Information Act.
720 ILCS 5/11-9.3, Criminal Code of 2012.
730 ILCS 152/, Sex Offender Community Notification Law.
730 ILCS 154/75-105, Murderer and Violent Offender Against Youth Community Notification Law.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board of Control Officers), 3:40 (Executive Director), 3:50 (Administrative Personnel Other Than the Executive Director), 3:60 (Administrative Responsibility of the Building Program Administrator), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:30 (Hiring Process and Criteria), 5:260 (Interns and Practicum Students), 6:250 (Community Resource Persons and Volunteers), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

Operational Services

Pandemic Preparedness; Management; and Recovery

The Board ~~of Control~~ recognizes that SASSED will play an essential role along with the local health department and emergency management agencies in protecting the public's health and safety during a pandemic.

A pandemic is a global outbreak of disease. Pandemics happen when a new virus emerges to infect individuals and, because there is little to no pre-existing immunity against the new virus, it spreads sustainably.

To prepare SASSED community for a pandemic, the Executive Director or designee shall: (1) learn and understand how the roles that the federal, State, and local government function; (2) form a pandemic planning team consisting of appropriate SASSED personnel and community members to identify priorities and oversee the development and implementation of a comprehensive pandemic school action plan; and (3) build awareness of the final plan among staff, students, and community.

Emergency School Closing

In the case of a pandemic, the Governor may declare a disaster due to a public health emergency that may affect any decision for an emergency school closing. Decisions for an emergency school closing will be made by the Executive Director in consultation with and, if necessary, at the direction of the Governor, Ill. Dept. of Public Health, SASSED's local health department, emergency management agencies, and/or Regional Office of Education.

During an emergency school closing, the Board Chairperson and the Executive Director may, to the extent the emergency situation allows, examine existing Board policies pursuant to Policy 2:240, *Board Policy Development*, and recommend to the Board for consideration any needed amendments or suspensions to address mandates that SASSED may not be able to accomplish or implement due to a pandemic.

Board Meeting Procedure: No Physical Presence of Quorum and Participation by Audio or Video

A disaster declaration related to a public health emergency may affect the Board's ability to meet in person and generate a quorum of members who are physically present at the location of a meeting. Policy 2:220, *Board of Control Meeting Procedure*, governs Board meetings by video or audio conference without the physical presence of a quorum.

Payment of Employee Salaries During Emergency School Closures

The Executive Director shall consult with the Board to determine the extent to which continued payment of salaries and benefits will be made to SASSED's employees, pursuant to Board policies 3:40, *Executive Director*, 3:50, *Administrative Personnel Other Than the Executive Director*, 5:35, *Compliance with the Fair Labor Standards Act*, 5:200, *Terms and Conditions of Employment and Dismissal*, and 5:270, *Employment At-Will, Compensation, and Assignment*, and consistent with: (1) applicable laws, regulations, federal or State or local emergency declarations, executive orders, and agency directives; (2) collective bargaining agreements and any bargaining obligations; and (3) the terms of any grant under which an employee is being paid.

Suspension of In-Person Instruction; Remote and/or Blended Remote Learning Day Plan(s)

When the Governor declares a disaster due to a public health emergency pursuant to 20 ILCS 3305/7, and the State Superintendent of Education declares a requirement for SASSED's to use *Remote*

Learning Days or *Blended Remote Learning Days*, the Executive Director shall approve and present to the Board for adoption a Remote and/or Blended Remote Learning Day Plan (Plan) that:

1. Recommends to the Board for consideration any suspensions or amendments to curriculum-related policies to reduce any Board-required graduation or other instructional requirements in excess of minimum curricular requirements specified in School Code that SASSED may not be able to provide due to the pandemic;
2. Implements the requirements of 105 ILCS 5/10-30; and
3. Ensures a plan for periodic review of and/or amendments to the Plan when needed and/or required by statute, regulation, or State guidance.

LEGAL REF.: 105 ILCS 5/10-16.7, 5/10-20.5, 5/10-20.56, and 5/10-30.
5 ILCS 120/2.01 and 120/7(e), Open Meetings Act.
20 ILCS 2305/2(b), Ill. Dept. of Public Health Act (Part 1).
20 ILCS 3305/, Ill. Emergency Management Agency Act.
115 ILCS 5/, Ill. Educational Labor Relations Act.

CROSS REF.: 1:20 (SASSED Organization, Operations, and Cooperative Agreements), 2:20 (Powers and Duties of the Board of Control; Indemnification), 2:220 (Board of Control Meeting Procedure), 2:240 (Board Policy Development), 3:40 (Executive Director), 3:50 (Administrative Personnel Other Than the Executive Director), 3:70 (Succession of Authority), 4:170 (Safety), 5:35 (Compliance with the Fair Labor Standards Act), 5:200 (Terms and Conditions of Employment and Dismissal), 5:270 (Employment At-Will, Compensation, and Assignment), 6:20 (School Year Calendar and Day), 6:60 (Curriculum Content), 7:90 (Release During School Hours), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

Operational Services

Targeted School Violence Prevention Program

Threats and acts of targeted school violence harm SASED's environment and school community, diminishing students' ability to learn and a school's ability to educate. Providing students and staff with access to a safe and secure SASED environment is an important Board of ~~Control~~ Directors goal. While it is not possible for SASED to completely eliminate threats in its environment, a Targeted School Violence Prevention Program (Program) using the collective efforts of local school officials, staff, students, families, and the community helps SASED reduce these risks to its environment.

The Executive Director or designee shall develop and implement the Program. The Program oversees the maintenance of a SASED environment that is conducive to learning and working by identifying, assessing, classifying, responding to, and managing threats and acts of targeted school violence. The Program shall be part of SASED's Comprehensive Safety and Security Plan, required by Board policy 4:170, *Safety*, and shall:

1. Establish a SASED-level School Violence Prevention Team to: (a) develop a SASED-level Targeted School Violence Prevention Plan, and (b) oversee SASED's Building-level Threat Assessment Team(s).
2. Establish Building-level Threat Assessment Team(s) to assess and intervene with individuals whose behavior may pose a threat to safety. This team may serve one or more schools.
3. Comply with State and federal law and align with Board policies.

The Local Governmental and Governmental Employees Tort Immunity Act protects SASED from liability. The Program does not: (1) replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in violence prevention, assessments and counseling services, (2) extend beyond available resources within SASED, (3) extend beyond the school day and/or school-sponsored events, or (4) guarantee or ensure the safety of students, SASED staff, or visitors.

LEGAL REF.: 105 ILCS 5/10-20.14, 5/10-21.7, 5/10-27.1A, 5/10-27.1B, 5/24-24, and 5/27-23.7.
105 ILCS 128/, School Safety Drill Act.
745 ILCS 10/, Local Governmental and Governmental Employees Tort Immunity Act.
29 Ill.Admin.Code Part 1500.

CROSS REF.: 2:240 (Board ~~of Control~~ Policy Development), 4:170 (Safety), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling Program), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:250 (Student Support Services), 7:290 (Suicide and Depression Awareness and Prevention), 7:340 (Student Records), 8:30 (Visitors to and Conduct on School Property), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
GOVERNING BOARD POLICY MANUAL
TABLE OF CONTENTS
SECTION 5 – PERSONNEL

General Personnel

5:10	Equal Employment Opportunity and Minority Recruitment
5:20	Workplace Harassment Prohibited
5:20-E	Exhibit - Resolution to Prohibit Sexual Harassment
5:30	Hiring Process and Criteria
5:35	Compliance with the Fair Labor Standards Act
5:40	Communicable and Chronic Infectious Disease
5:50	Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition
5:60	Expenses
5:70	Religious Holidays
5:80	Court Duty
5:90	Abused and Neglected Child Reporting
5:100	Staff Development Program
5:120	Employee Ethics; Conduct; and Conflict of Interest
5:122	Supervisory Conflict of Interest
5:125	Personal Technology and Social Media; Usage and Conduct
5:130	Responsibilities Concerning Internal Information
5:140	Solicitations By or From Staff
5:150	Personnel Records
5:170	Copyright
5:180	Temporary Illness or Temporary Incapacity
5:184	Leaves, Holidays and Vacations
5:185	Family and Medical Leave

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Professional Personnel

- 5:190 Teacher Qualifications
- 5:200 Terms and Conditions of Employment and Dismissal
- 5:210 Resignations
- 5:220 Substitute Teachers
- 5:230 Maintaining Student Discipline
- 5:240 Suspension
- ~~5:250 Leaves of Absence (Combined with 5:184)~~
- 5:260 Interns and Practicum Students

Educational Support Personnel

- 5:270 Employment At-Will, Compensation, and Assignment
- 5:280 Duties and Qualifications
- 5:285 Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers
- 5:290 Employment Termination and Suspensions
- 5:300 Schedules and Employment Year
- 5:310 Compensatory Time-Off
- 5:320 Evaluation
- ~~5:330 Sick Days, Vacation, Holidays, and Leaves (Combined with 5:184)~~

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

General Personnel

Equal Employment Opportunity and Minority Recruitment

~~The School District~~ SASED shall provide equal employment opportunities to all persons regardless of their race; color; creed; religion; national origin; sex; sexual orientation; age; ancestry; marital status; arrest record; military status; order of protection status; unfavorable military discharge; citizenship status provided the individual is authorized to work in the United States; work authorization status; use of lawful products while not at work; being a victim of domestic violence, sexual violence, gender violence, or any other crime of violence; genetic information; physical or mental handicap or disability, if otherwise able to perform the essential functions of the job with reasonable accommodation; pregnancy, childbirth, or related medical conditions; credit history, unless a satisfactory credit history is an established bona fide occupational requirement of a particular position; conviction record, unless authorized by law; or other legally protected categories. No one will be penalized solely for his or her status as a registered qualifying patient or a registered designated caregiver for purposes of the Compassionate Use of Medical Cannabis Program Act, 410 ILCS 130/.

Persons who believe they have not received equal employment opportunities should report their claims to the Nondiscrimination Coordinator and/or a Complaint Manager for the Uniform Grievance Procedure. These individuals are listed below. No employee or applicant will be discriminated or retaliated against because he or she: (1) requested, attempted to request, used, or attempted to use a reasonable accommodation as allowed by the Illinois Human Rights Act, or (2) initiated a complaint, was a witness, supplied information, or otherwise participated in an investigation or proceeding involving an alleged violation of this policy or State or federal laws, rules or regulations, provided the employee or applicant did not make a knowingly false accusation nor provide knowingly false information.

Administrative Implementation

The Executive Director shall appoint a Nondiscrimination Coordinator for personnel who shall be responsible for coordinating ~~the District's~~ SASED's nondiscrimination efforts. The Nondiscrimination Coordinator may be the Executive Director or a Complaint Manager for the Uniform Grievance Procedure. The Nondiscrimination Coordinator also serves as ~~the District's~~ SASED's Title IX Coordinator.

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

Nondiscrimination Coordinator:

Julie Grohn

Name

2900 Ogden Ave. Lisle, IL 60532

Address

jgrohn@sased.org

Email

630-955-8107

Telephone

Complaint Managers:

Rachel Wisniewski

Name

2900 Ogden Ave. Lisle, IL 60532

Address

rwisniewski@sased.org

Email

630-955-8105

Telephone

Matthew Layton

Name

2900 Ogden Ave. Lisle, IL 60532

Address

mlayton@sased.org

Email

630-955-8102

Telephone

The Executive Director shall also use reasonable measures to inform staff members and applicants that ~~the District~~ **SASED** is an equal opportunity employer, such as, by posting required notices and including this policy in the appropriate handbooks.

Minority Recruitment

~~The District~~ **SASED** will attempt to recruit and hire minority employees. The implementation of this policy may include advertising openings in minority publications, participating in minority job fairs, and recruiting at colleges and universities with significant minority enrollments. This policy, however, does not require or permit ~~the District~~ **SASED** to give preferential treatment or special rights based on a protected status without evidence of past discrimination.

PENDING

LEGAL REF.: 8 U.S.C. §1324a et seq., Immigration Reform and Control Act.
20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §206(d), Equal Pay Act.
29 U.S.C. §621 et seq., Age Discrimination in Employment Act.
29 U.S.C. §701 et seq., Rehabilitation Act of 1973.
38 U.S.C. §4301 et seq., Uniformed Services Employment and Reemployment Rights Act (1994).
42 U.S.C. §1981 et seq., Civil Rights Act of 1991.
42 U.S.C. §2000e et seq., Title VII of the Civil Rights Act of 1964; 29 C.F.R. Part 1601.
42 U.S.C. §2000ff et seq., Genetic Information Nondiscrimination Act of 2008.
42 U.S.C. §2000d et seq., Title VI of the Civil Rights Act of 1964.
42 U.S.C. §2000e(k), Pregnancy Discrimination Act.
42 U.S.C. §12111 et seq., Americans with Disabilities Act, Title I.
Ill. Constitution, Art. I, §§17, 18, and 19.
105 ILCS 5/10-20.7, 5/10-20.7a, 5/10-21.1, 5/10-22.4, 5/10-23.5, 5/22-19, 5/24-4, 5/24-4.1, and 5/24-7.
410 ILCS 130/40, Compassionate Use of Medical Cannabis Program Act.
410 ILCS 513/25, Genetic Information Privacy Act.
740 ILCS 174/, Ill. Whistleblower Act.
775 ILCS 5/1-103, 5/2-101, 5/2-102, 5/2-103, 5/2-103.1, 5/2-104(D) and 5/6-101, Ill. Human Rights Act.
775 ILCS 35/, Religious Freedom Restoration Act.
820 ILCS 55/10, Right to Privacy in the Workplace Act.
820 ILCS 70/, Employee Credit Privacy Act.
820 ILCS 75/, Job Opportunities for Qualified Applicants Act.
820 ILCS 112/, Ill. Equal Pay Act of 2003.
820 ILCS 180/30, Victims' Economic Security and Safety Act.
820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 5:20 (Workplace Harassment Prohibited), 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:50 (Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition), 5:70 (Religious Holidays), 5:180 (Temporary Illness or Temporary Incapacity), 5:184 (Leaves, Holidays and Vacations), 5:200 (Terms and Conditions of Employment and Dismissal), ~~5:250 (Leaves of Absence)~~, 5:270 (Employment, At-Will, Compensation, and Assignment), 5:300 (Schedules and Employment Year), ~~5:330 (Sick Days, Vacation, Holidays, and Leaves)~~, 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:70 (Accommodating Individuals with Disabilities)

ADOPTED:

General Personnel

Workplace Harassment Prohibited

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

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

Sexual Harassment Prohibited

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

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

Making a Report or Complaint

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

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

Whom to Contact with a Report or Complaint

An employee should report claims of harassment, including making a confidential report, to any of the following: his/her immediate supervisor, the Program Administrator/Coordinator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

An employee may also report claims using Board policy 2:260, *Uniform Grievance Procedure*. If a claim is reported using Board policy 2:260, then the Complaint Manager shall process and review the claim according to that policy, in addition to any response required by this policy.

The Executive Director shall insert into this policy the names, office addresses, email addresses, and telephone numbers of SASSED's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as SASSED's Title IX Coordinator.

Nondiscrimination Coordinator:

Julie Grohn

Name

2900 Ogden Ave. Lisle, IL 60532

Address

jgrohn@sased.org

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630-955-8107

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Complaint Managers:

Rachel Wisniewski

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Email

630-955-8105

Telephone

Matthew Layton

Name

2900 Ogden Ave. Lisle, IL 60532

Address

mlayton@sased.org

Email

630-955-8102

Telephone

Investigation Process

Any SASSED employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly forward a report or complaint may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to SASSED's duty to investigate and maintain a workplace environment that is productive, respectful, and free of unlawful discrimination, including harassment.

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

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

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

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

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

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

Retaliation Prohibited

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

An employee should report allegations of retaliation to his/her immediate supervisor, the Program Administrator, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

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

Recourse to State and Federal Fair Employment Practice Agencies

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

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

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

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

ADOPTED:

General Personnel

Exhibit - Resolution to Prohibit Sexual Harassment

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

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

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

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

THEREFORE, BE IT RESOLVED, by the Board of Education of [insert name], [insert county] County, Illinois, as follows:

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

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

Adopted this ____ day of _____, 20__.

Attested by: _____, Board President

Attested by: _____, Board Secretary

General Personnel

Hiring Process and Criteria

SASED hires the most qualified personnel consistent with budget and staffing requirements and in compliance with the **Governing** Board policy on equal employment opportunity and minority recruitment. The Executive Director is responsible for recruiting personnel and making hiring recommendations to the **Governing** Board. If the Executive Director's recommendation is rejected, the Executive Director must submit another. The Executive Director may select personnel on a short-term basis for a specific project or emergency condition before the **Governing** Board's approval. No individual will be employed who has been convicted of a criminal offense listed in 105 ILCS 5/21B-80(c).

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

Job Descriptions

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

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

Investigations

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

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

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

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

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

Physical Examinations

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

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

Orientation Program

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

LEGAL REF.: 42 U.S.C. §12112, Americans with Disabilities Act; 29 C.F.R. Part 1630.
15 U.S.C. § 1681 *et seq.*, Fair Credit Reporting Act.
8 U.S.C. §1324a *et seq.*, Immigration Reform and Control Act.
105 ILCS 5/10-16.7, 5/10-20.7, 5/10-21.4, 5/10-21.9, 5/10-22.34, 5/10-22.34b,
5/21B-10, 5/21B-80, 5/21B-85, 5/22-6.5, and 5/24-5.
20 ILCS 2630/3.3, Criminal Identification Act.
820 ILCS 55/, Right to Privacy in the Workplace Act.
820 ILCS 70/, Employee Credit Privacy Act.
Duldulao v. St. Mary of Nazareth Hospital, 136 Ill. App. 3d 763 (1st Dist. 1985),
aff'd in part and remanded 115 Ill.2d 482(Ill. 1987).
Kaiser v. Dixon, 127 Ill. App. 3d 251 (2nd Dist. 1984).
Molitor v. Chicago Title & Trust Co., 325 Ill. App. 124 (1st Dist. 1945).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 3:50 (Administrative Personnel Other
Than the Executive Director), 4:60 (Purchases and Contracts), 4:175 (Convicted
Child Sex Offender; Screening; Notifications), 5:10 (Equal Employment
Opportunity and Minority Recruitment), 5:40 (Communicable and Chronic
Infectious Disease), 5:90 (Abused and Neglected Child Reporting), 5:125
(Personal Technology and Social Media; Usage and Conduct), 5:220 (Substitute
Teachers), 5:280 (Duties and Qualifications)

ADOPTED:

General Personnel

Compliance with the Fair Labor Standards Act

Job Classifications

The Executive Director will ensure that all job positions are identified as either “exempt” or “non-exempt” according to State law and the Fair Labor Standards Act (FLSA) and that employees are informed whether they are “exempt” or “non-exempt.” “Exempt” and “non-exempt” employee categories may include certificated and non-certificated job positions. All non-exempt employees, whether paid on a salary or hourly basis, are covered by minimum wage and overtime provisions.

Workweek and Compensation

Employee groups are subject to different hours and number of workdays based on responsibilities and need. All employee groups shall work according to the calendar specific to their professional discipline or assignment.

The workweek for SASSED employees will be from 12:00 a.m. Sunday until 11:59 p.m. Saturday. Non-exempt employees will be compensated for all hours worked in a workweek including overtime. For non-exempt employees paid a salary, the salary is paid for a 40-hour workweek even in an employee is scheduled for less than 40 hours. “Overtime” is time worked in excess of 40 hours in a single workweek.

Overtime

The Board ~~of Control~~ discourages overtime work by non-exempt employees. A non-exempt employee shall not work overtime without his or her supervisor’s express approval. All supervisors of non-exempt employees shall: (1) monitor overtime use on a weekly basis and report such use to the business office, (2) seek the Executive Director or designee’s written pre-approval for any long term or repeated use of overtime that can be reasonably anticipated, (3) ensure that overtime provisions of this policy and the FLSA are followed, and (4) ensure that employees are compensated for any overtime worked. Accurate and complete time sheets of actual hours worked during the workweek shall be signed by each employee and submitted to the supervisor or Human Resources Department. The Human Resources Department will review work records of employees on a regular basis, make an assessment of overtime use, and provide the assessment to the Executive Director. In lieu of overtime compensation, non-exempt employees may receive compensatory time-off, according to Board policy 5:30, *Compensatory Time-Off*.

Suspension Without Pay

No exempt employee shall have his or her salary docked, such as by an unpaid suspension, if the deduction would cause a loss of the exempt status. Licensed employees may be suspended without pay in accordance with Board policy 5:240, *Suspension*. Non-licensed employees may be suspended without pay in accordance with Board policy 5:290, *Employment Termination and Suspensions*.

Implementation

The Executive Director or designee shall implement the policy in accordance with the FLSA, including its required notices to employees. In the event of a conflict between the policy and State or federal law, the latter shall control.

LEGAL REF.: 820 ILCS 105/4a.
Fair Labor Standards Act, 29 U.S.C. §201 et seq., 29 C.F.R. Parts 516, 541, 548,
553, 778, and 785.

CROSS REF.: 5:240 (Suspension), 5:290 (Employment Termination and Suspensions), 5:310
(Compensatory Time-Off)

ADOPTED:

PENDING ADOPTION

General Personnel

Communicable and Chronic Infectious Disease

The Executive Director or designee shall develop and implement procedures for managing known or suspected cases of a communicable and chronic infectious disease involving SASED employees that are consistent with State and federal law, Illinois Department of Public Health rules, and SASED policies.

An employee with a communicable or chronic infectious disease will be permitted to retain his or her position whenever, after reasonable accommodations and without undue hardship, there is no substantial risk of transmission of the disease to others, provided an employee is able to continue to perform the position's essential functions. An employee with a communicable and chronic infectious disease remains subject to SASED's employment policies including sick and/or other leave, physical examinations, temporary and permanent disability, and termination.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans With Disabilities Act, amended by the Americans with Disabilities Act Amendments Act (ADAAA), Pub. L. 110-325; 29 C.F.R. §1630.1 et seq.
29 U.S.C. §791, Rehabilitation Act of 1973; 34 C.F.R. §104.1 et seq.
105 ILCS 5/24-5.
20 ILCS 2305/6, Department of Public Health Act.
820 ILCS 40/, Personnel Record Review Act.
77 Ill.Admin.Code Part 690, Control of Communicable Diseases.

CROSS REF.: 2:150 (Committees), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:30 (Hiring Process and Criteria), 5:180 (Temporary Illness or Temporary Incapacity)

ADOPTED:

General Personnel

Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition

All SASSED workplaces are drug- and alcohol-free workplaces. All employees shall be prohibited from engaging in any of the following activities while on SASSED owned or leased premises or while performing work for SASSED:

1. Unlawful manufacture, dispensing, distribution, possession, use, or being impaired by or under the influence of a controlled substance while on SASSED owned or leased premises, using SASSED's equipment, vehicles or property or while performing work for SASSED regardless of when or where the use occurred.
2. Distribution, consumption, use, possession, or being impaired by or under the influence of an alcoholic beverage; being present on SASSED premises or while performing work for SASSED when alcohol consumption is detectable, regardless of when and/or where the use occurred.
3. Distribution, consumption, possession, use, or being impaired by or under the influence of cannabis; being present on SASSED premises or while performing work for SASSED when impaired by or under the influence of cannabis, regardless of when and/or where the use occurred, unless distribution, possession, and/or use is by a school nurse or school administrator pursuant to *Ashley's Law*, 105 ILCS 5/22-33. SASSED considers employees impaired by or under the influence of cannabis when there is a good faith belief that an employee manifests specific articulable symptoms while working that decrease or lessen the employee's performance of the duties or tasks of the employee's job position.

Upon the Executive Director or designee's reasonable suspicion of an employee's violation of any of the prohibited activities stated above, the Executive Director or designee may direct the employee to undergo a drug and/or alcohol test to corroborate or refute the alleged violation. State law protects SASSED from liability when it takes actions pursuant to a reasonable workplace drug policy, including but not limited to subjecting an employee or applicant to reasonable drug and alcohol testing, reasonable and nondiscriminatory random drug testing, discipline, termination of employment, or withdrawal of a job offer due to a failure of a drug test.

For purposes of this policy a controlled substance means a substance that is:

1. Not legally obtainable,
2. Being used in a manner different than prescribed,
3. Legally obtainable, but has not been legally obtained, or
4. Referenced in federal or State controlled substance acts.

For purposes of this policy, *SASSED premises* means workplace as defined in the Cannabis Regulation and Tax Act (CRTA) in addition to SASSED and school buildings, grounds, and parking areas; vehicles used for school purposes; and any location used for a **Governing** Board meeting, school athletic event, or other school-sponsored or school-sanctioned events or activities. *School grounds* means the real property comprising any school, any conveyance used to transport students to school or a school-related activity, and any public way within 1,000 feet of any school ground, designated school bus stops where students are waiting for the school bus, and school-sponsored or school-sanctioned events or activities. "Vehicles used for school purposes" means school buses or other school vehicles.

As a condition of employment, each employee shall:

1. Abide by the terms of SASED and member district policies respecting a drug- and alcohol-free workplace; and
2. Notify his or her supervisor of his or her conviction under any criminal drug statute for a violation occurring at SASED workplaces or while using SASED's equipment, vehicles or property or while performing work for SASED, no later than five calendar days after such a conviction.

Unless otherwise prohibited by this policy, prescription and over-the-counter medications are not prohibited when taken in standard dosages and/or according to prescriptions from the employee's licensed health care provider, provided that an employee's work performance is not impaired.

To make employees aware of the dangers of drug and alcohol abuse, the Executive Director or designee shall perform each of the following:

1. Provide each employee with a copy of this policy.
2. Post notice of this policy in a place where other information for employees is posted.
3. Make available materials from local, State, and national anti-drug and alcohol-abuse organizations.
4. Enlist the aid of community and State agencies with drug and alcohol informational and rehabilitation programs to provide information to SASED employees.
5. Establish a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace,
 - b. Available drug and alcohol counseling, rehabilitation, re-entry, and any employee assistance programs, and
 - c. The penalties that SASED may impose upon employees for violations of this policy.
6. Remind employees that policy 6:60, *Curriculum Content*, requires SASED to educate students, depending upon their grade, about drug and substance abuse prevention and relationships between drugs, alcohol, and violence.

E-Cigarette, Tobacco, and Cannabis Prohibition

All employees are covered by the conduct prohibitions contained in policy 8:30, *Visitors to and Conduct on School Property*. The prohibition on the use of e-cigarettes, tobacco, and cannabis products applies both (1) when an employee is at any SASED workplace, using SASED equipment, vehicles or property and (2) while an employee is performing work for SASED at a school event regardless of the event's location.

Tobacco has the meaning provided in 105 ILCS 5/10-20.5b.

Cannabis has the meaning provided in the CRTA, 410 ILCS 705/1-10.

E-Cigarette is short for electronic cigarette and includes, but is not limited to, any electronic nicotine delivery system (ENDS), electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

SASED Action Upon Violation of Policy

An employee who violates this policy may be subject to disciplinary action, including termination. In addition or alternatively, the Board may require an employee to successfully complete an appropriate drug- or alcohol-abuse rehabilitation program.

The Board shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within 30 days after receiving notice of the conviction.

Should SASED employees be engaged in the performance of work under a federal contract or grant, or under a State contract or grant of \$5,000 or more, the Executive Director shall notify the appropriate State or federal agency from which SASED receives contract or grant monies of the employee's conviction within 10 days after receiving notice of the conviction.

Disclaimer

The Board reserves the right to interpret, revise or discontinue any provision of this policy pursuant to the **Suspension of Policies** subhead in policy 2:240, *Board Policy Development*.

LEGAL REF.: 42 U.S.C. §12114, Americans With Disabilities Act.
21 U.S.C. §812; 21 C.F.R. §1308.11-1308.15, Controlled Substances Act.
41 U.S.C. §8101 *et seq.*, Drug-Free Workplace Act of 1988.
20 U.S.C. §7101 *et seq.*, Safe and Drug-Free School and Communities Act of 1994.
30 ILCS 580/, Drug-Free Workplace Act.
105 ILCS 5/10-20.5b.
410 ILCS 82/, Smoke Free Illinois Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act.
410 ILCS 705/1-1 *et seq.*, Cannabis Regulation and Tax Act.
720 ILCS 675, Prevention of Tobacco Use by Persons under 21 Years of Age and Sale and Distribution of Tobacco Products Act.
820 ILCS 55/, Right to Privacy in the Workplace Act.
21 C.F.R. Parts 1100, 1140, and 1143.
23 Ill.Admin.Code §22.20.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 6:60 (Curriculum Content), 8:30 (Visitors to and Conduct on School Property)

ADOPTED:

General Personnel

Expenses

The Board regulates the reimbursement of all travel, meal, and lodging expenses by resolution. Money shall not be advanced or reimbursed, or purchase orders issued for: (1) the expenses of any person except the employee, (2) anyone's personal expenses, or (3) entertainment expenses. Entertainment includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless the entertainment is ancillary to the purpose of the program or event. SASSED is not responsible for losses due to an employee's own negligence, losses due to normal wear, or losses due to theft, unless the theft was a result of SASSED's negligence. Employees must submit the appropriate itemized, signed, standardized form(s) to support any requests for expense advancements, reimbursements, or purchase orders that show the following:

1. The amount of the estimated or actual expense, with attached receipts for actual incurred expenses.
2. The name and title of the employee who is requesting the expense advancement or reimbursement. Receipts from group functions must include the names, offices, and job titles of all participants.
3. The date(s) of the official business on which the expense advancement, reimbursement, or purchase order will be or was expended.
4. The nature of the official business conducted when the expense advancement, reimbursement, or purchase order will be or was expended.

Advancements

The Executive Director may advance expenses to teachers and other licensed employees for the anticipated actual and necessary expenses to be incurred while attending meetings that are related to their duties and will contribute to their professional development, provided they fall below the maximum allowed in the Board's expense regulations.

Expense advancement requests must be submitted to the Executive Director or designee on SASSED's standardized estimated expense approval form for employees. After spending expense advancements, employees must use SASSED's standardized expense reimbursement form and submit to the Executive Director: (a) the itemized, signed advancement voucher that was issued, and (b) the amount of actual expenses by attaching receipts. Any portion of an expense advancement not used must be returned to SASSED. Expense advancements and vouchers shall be presented to the Board in its regular bill process.

Reimbursements and Purchase Orders

Expense reimbursements and purchase orders may be issued by the Executive Director or designee to employees, along with other expenses necessary for the performance of their duties, provided the expenses fall below the maximum allowed in the Board's expense regulations.

Expense reimbursements and purchase order approvals are not guaranteed and, when possible, employees should seek pre-approval of expenses by providing an estimation of expenses on SASSED's standardized estimated expense approval form for employees, except in situations when the expense is diminutive. When pre-approval is not sought, employees must seek reimbursement on SASSED's standardized expense reimbursement form for employees. Expense reimbursements and purchase orders shall be presented to the Board in its regular bill process.

Use of Credit and Procurement Cards

Credit and procurement card usage is governed by policy 4:55, *Use of Credit and Procurement Cards*.

Exceeding the Maximum Allowable Expense Amount(s)

All requests for expense advancements, reimbursements, and purchase orders exceeding the maximum allowed in the Board's expense regulations may only be approved when:

1. The Board's resolution to regulate expenses allows for such approval;
2. An emergency or other extraordinary circumstance exists; and
3. The request is approved by a roll call vote at an open Board meeting.

Registration

When possible, registration fees will be paid by SASED in advance.

Travel

The least expensive method of travel will be used, provided that no hardship will be caused to the employee. The Executive Director will have the authority to approve out-of-state travel. SASED staff are allowed out-of-state travel only with the approval of the SASED Executive Director who will ensure the travel is consistent with Board approved reimbursement rates and administrative guidelines. Staff will only attend out-of-state programs and activities which are not available in Illinois and attendance at which will directly benefit SASED. Employees will be reimbursed for:

1. Air travel at the coach or economy class commercial airline rate. First class or business class air travel will be reimbursed only if emergency circumstances warrant. The emergency circumstances must be explained on the expense form and Board approval of the additional expense is required. Fees for the first checked bag will be reimbursed. Copies of airline tickets and baggage receipts must be attached to the expense form.
2. Rail or bus travel at actual cost. Rail or bus travel costs may not exceed the cost of coach airfare. Copies of tickets must be attached to the expense form to substantiate amounts.
3. Use of personal automobiles at the standard mileage rate approved by the Internal Revenue Service for income tax purposes. The reimbursement may not exceed the cost of coach airfare. Mileage for use of personal automobiles in trips to and from transportation terminals will also be reimbursed. Toll charges and parking costs will be reimbursed.
4. Automobile rental costs when the vehicle's use is warranted. The circumstances for such use must be explained on the expense form.
5. Taxis, airport limousines, ride sharing services, or other local transportation costs.

Meals

Meals charged to SASED should represent mid-fare selections for the hotel/meeting facility or general area. Tips are included with meal charges. Expense forms must explain the meal charges incurred. Alcoholic beverages will not be reimbursed.

Lodging

Employees should request conference rate or mid-fare room accommodations. A single room rate will be reimbursed. Employees should pay personal expenses at checkout. If that is impossible, deductions for the charges should be made on the expense form.

Miscellaneous Expenses

Employees may seek reimbursement for other expenses incurred while attending a meeting sponsored by organizations described herein by fully describing the expenses on the expense form, attaching receipts.

Additional Requirements for Travel Expenses Charged to Federal and State Grants

All grant-related travel expenses must be pre-approved by the Executive Director or designee.

Expenses for travel, including expenses for transportation, lodging, meals, and related items incurred by employees and charged to a federal grant or State grant governed by the Grant Accountability and Transparency Act (30 ILCS 708/) must also meet the following requirements:

1. The participation of the employee is necessary to the award, and the costs are specifically related to the award.
2. Expenses must be permissible under the terms and conditions of the award.
3. Expenses must be reasonable and consistent with this policy.
4. The Board does not reimburse actual expenses or pay a per diem allowance unless the employee is on official travel status for more than 12 hours. However, employees remain eligible for mileage reimbursement (minus regular commuting mileage/costs) and other transportation expenses if on travel status less than 12 hours.
5. Expenses may be charged based on an actual cost basis or on a per diem basis in lieu of actual costs incurred; however, only one method may be applied per trip.
6. Commercial airfare costs in excess of the least expensive coach or economy class are prohibited except when such accommodations would: (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Qualifying circumstances must be explained on the expense form, and Board approval of the additional expense is required.
7. Per diem rates and actual reimbursement amounts for mileage, meals, and lodging may not exceed the rates established by the Governor's Travel Control Board or federal travel regulations, whichever is less. These limits do not apply when: (1) an employee stays in the lowest-priced room available at or near a hotel where a conference or seminar is located or in accommodations arranged by the conference/seminar organization, or (2) lodging at or below the established rate is unavailable. In those cases, the employee will be reimbursed for actual lodging expenses with prior approval, but in no case will the reimbursement exceed 300% of the applicable maximum per diem rate. If a conference fee includes a meal, the meal or per diem allowance will be reduced by the actual value of the meal or the applicable meal allowance, whichever is less.
8. Employees must use the least expensive compact car available when using a rental car for travel, unless an exception is approved. The Board does not reimburse employees for collision damage waiver or theft insurance.
9. The Board will reimburse travel expenses not chargeable to an award from other SASSED funds consistent with this policy.

LEGAL REF.: 2 C.F.R. §200.474.
30 ILCS 708/130, Grant Accountability and Transparency Act.
50 ILCS 150/, Local Government Travel Expense Control Act.
105 ILCS 5/10-22.32.
820 ILCS 115/9.5, Ill. Wage Payment and Collection Act.

CROSS REF.: 2:125 (Board Member Compensation; Expenses), 2:240 (Board Policy Development), 4:50 (Payment Procedures), 4:55 (Use of Credit and Procurement Cards)

ADOPTED:

General Personnel

Religious Holidays

The Executive Director shall grant an employee's request for time off to observe a religious holiday if the employee gives at least five days' prior notice and the absence does not cause an undue hardship.

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

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

ADOPTED:

General Personnel

Court Duty

The Board ~~of Control~~ recognizes that service on a jury constituted by a state or federal court is an important civic responsibility.

Therefore, the Board ~~of Control~~ shall pay full salary to an employee during the period of time he or she is on jury duty at the request of a state or federal court, provided that all per diem monies paid to the employee by the court shall be remitted to the Board ~~of Control~~.

All expenses, including travel, meals and lodging incurred by an employee as the result of service on a jury are the responsibility of the employee. Any remuneration by the court for such expenses shall be retained by the employee.

An employee should give at least 5 days' prior notice of pending court duty to SASED.

Subpoena

If a SASED employee is subpoenaed to testify on a matter involving SASED, it shall be considered a work assignment. Any compensation paid to the employee by the party requesting his or her appearance in court will be presumed to cover the cost of travel, parking, and miscellaneous expenses, and therefore, retained by the employee.

If a SASED employee is subpoenaed to testify on any other matter, the employee must either use a personal day(s) or receive on day's pay deduction for each day absent. If personal days are used, the employee will reimburse SASED the amount of any compensation received (less mileage) within one (1) week after it was received. If pay is deducted, the employee may keep any compensation received.

LEGAL REF.: 105 ILCS 5/10-20.7.
705 ILCS 305/4.1, Jury Act.

ADOPTED:

General Personnel

Abused and Neglected Child Reporting

Any SASED employee who suspects or receives knowledge that a student may be an abused or neglected child or, for a student aged 18 through 22, an abused or neglected individual with a disability, shall: (1) immediately report or cause a report to be made to the Ill. Dept. of Children and Family Services (DCFS) on its Child Abuse Hotline 1-800-25-ABUSE (1-800-252-2873)(within Illinois); 1-217-524-2606 (outside of Illinois); or 1-800-358-5117 (TTY), and (2) follow directions given by DCFS concerning filing a written report within 48 hours with the nearest DCFS field office. Any SASED employee who believes a student is in immediate danger of harm, shall first call 911. The employee shall also promptly notify the Executive Director or Program Administrator/Coordinator that a report has been made. The Executive Director or Program Administrator/Coordinator shall immediately coordinate any necessary notifications to the student's parent(s)/guardian(s) with DCFS, the applicable school resource officer (SRO), and/or local law enforcement.

Negligent failure to report occurs when a SASED employee personally observes an instance of suspected child abuse or neglect and reasonably believes, in his or her professional or official capacity, that the instance constitutes an act of child abuse or neglect under the Abused and Neglected Child Reporting Act (ANCRA) and he or she, without willful intent, fails to immediately report or cause a report to be made of the suspected abuse or neglect to DCFS.

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

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

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

The Executive Director or designee shall provide staff development opportunities for SASED employees in the detection, reporting, and prevention of child abuse and neglect.

All SASED employees shall:

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

Alleged Incidents of Sexual Abuse: Investigations

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

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

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

Special Executive Director Responsibilities

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

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

Special Governing Board Member Responsibilities

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

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

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

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

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

ADOPTED:

General Personnel

Staff Development Program

The Executive Director or designee shall implement a staff development program. The goal of such program shall be to update and improve the skills and knowledge of staff members in order to achieve and maintain a high level of job performance and satisfaction. Additionally, the development program for licensed staff members shall be designed to effectuate SASED Improvement Plans so that student learning objectives meet or exceed goals established by SASED and State.

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

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

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

The staff development program shall provide, at a minimum, once every two years, the in-service training of all SASED staff on educator ethics, teacher-student conduct, and school employee-student conduct.

In addition, the staff development program shall include each of the following:

1. At least, once every two years, training of all SASED staff by a person with expertise on anaphylactic reactions and management.
2. At least every two years, an in-service to train school personnel, at a minimum, to understand, provide information and referrals, and address issues pertaining to youth who are parents, expectant parents, or victims of domestic or sexual violence.
3. Training that, at a minimum, provides SASED staff with a basic knowledge of matters relating to acquired immunodeficiency syndrome (AIDS) and the availability of appropriate sources of counseling and referral.
4. Training for licensed school personnel and administrators who work with students in grades kindergarten through 12 to identify the warning signs of mental illness and suicidal behavior in youth along with appropriate intervention and referral techniques.
5. Education for staff instructing students in grades 7 through 12, concerning teen dating violence as recommended by the SASED's Nondiscrimination Coordinator, Building Principal, Program Administrator or Complaint Manager.
6. Ongoing professional development for teachers, administrators, school resource officers, and staff regarding the adverse consequences of school exclusion and justice-system involvement,

effective classroom management strategies, culturally responsive discipline, the appropriate and available supportive services for the promotion of student attendance and engagement, and developmentally appropriate disciplinary methods that promote positive and healthy school climates.

7. Annual continuing education and/or training opportunities (*professional standards*) for school nutrition program directors, managers, and staff. Each school food authority's director shall document compliance with this requirement by the end of each school year and maintain documentation for a three year period.
8. All high school coaching personnel, including the head and assistant coaches, and athletic directors must obtain online concussion certification by completing online concussion awareness training in accordance with 105 ILCS 25/1.15. Coaching personnel and athletic directors hired on or after 8-19-2014 must be certified before their position's start date.
9. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: coaches and assistant coaches (whether volunteer or employee) of an interscholastic athletic activity; nurses, licensed and/or non-licensed healthcare professionals serving on the Concussion Oversight Team; athletic trainers; game officials of an interscholastic athletic activity; and physicians serving on the Concussion Oversight Team.
10. Every two years, school personnel who work with students must complete an in-person or online training program on the management of asthma, the prevention of asthma symptoms, and emergency response in the school setting.
11. Training for school personnel to develop cultural competency, including understanding and reducing implicit racial bias.
12. For school personnel who work with hazardous or toxic materials on a regular basis, training on the safe handling and use of such materials.
13. For nurses, administrators, school counselors, teachers, persons employed by a local health department and assigned to a school, and persons who contract with SASSED to perform services in connection with a student's seizure action plan, training in the basics of seizure recognition, first aid, and appropriate emergency protocols.
14. For all SASSED staff, annual sexual harassment prevention training.
15. Title IX requirements for training as follows (see policy 2:265, Title IX Sexual Harassment Grievance Procedure):
 - a. For all SASSED staff, training on the definition of sexual harassment, the scope of the SASSED's education program or activity, all relevant SASSED policies and procedures, and the necessity to promptly forward all reports of sexual harassment to the Title IX Coordinator.
 - b. For school personnel designated as Title IX coordinators, investigators, decision-makers, or informal resolution facilitators, training on the definition of sexual harassment, the scope of the SASSED's education program or activity, how to conduct an investigation and grievance process (including hearings, appeals, and informal resolution processes, as applicable), and how to serve impartially.
 - c. For school personnel designated as Title IX investigators, training on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
 - d. For school personnel designated as Title IX decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about a complainant's sexual predisposition or prior sexual behavior are not relevant.

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

An opportunity shall be provided for all staff members to acquire, develop, and maintain the knowledge and skills necessary to properly administer life-saving techniques and first aid, including the Heimlich maneuver, cardiopulmonary resuscitation, and the use of an automated external defibrillator, in accordance with a nationally recognized certifying organization. Physical fitness facilities' staff must be trained in cardiopulmonary resuscitation and use of an automated external defibrillator.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010; 7 C.F.R. Parts 210 and 235.
105 ILCS 5/2-3.62, 5/10-20.17a, 5/10-20.61, 5/10-22.6(c-5), 5/10-22.39, 5/10-23.12, 5/10-23.13, 5/22-80(h), and 5/24-5.
105 ILCS 25/1.15, Interscholastic Athletic Organization Act.
105 ILCS 150/25, Seizure Smart School Act.
105 ILCS 110/3, Critical Health Problems and Comprehensive Health Education Act.
325 ILCS 5/4, Abused and Neglected Child Reporting Act.
745 ILCS 49/, Good Samaritan Act.
775 ILCS 5/2-109, Ill. Human Rights Act.
23 Ill.Admin.Code §§ 22.20, 226.800, and Part 525.
77 Ill.Admin.Code §527.800.

CROSS REF.: 2:265 (Title IX Sexual Harassment Grievance Procedure), 3:40 (Executive Director), 3:50 (Administrative Personnel Other Than the Executive Director), 4:160 (Environmental Quality of Buildings and Grounds), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:250 (Leaves of Absence), 6:15 (School Accountability), 6:20 (School Year Calendar and Day), 6:50 (School Wellness), 6:160 (English Learners), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:270 (Administering Medicines to Students), 7:285 (Food Allergy Management Program), 7:290 (Suicide and Depression Awareness and Prevention)

ADOPTED:

General Personnel (Do not Use - Use Attached Policy)

Employee Ethics; Conduct; and Conflict of Interest

Professional and Appropriate Conduct

All SASSED employees are expected to maintain high standards in their school relationships, to demonstrate integrity and honesty, to be considerate and cooperative, and to maintain professional and appropriate relationships with students, parents, staff members, and others. In addition, the *Code of Ethics for Illinois Educators*, adopted by the Illinois State Board of Education, is incorporated by reference into this policy. Any employee who sexually harasses a student, willfully or negligently fails to report an instance of suspected child abuse or neglect as required by the Abused and Neglected Child Reporting Act (325 ILCS 5/), engages in *grooming* as defined in 720 ILCS 5/11-25, engages in grooming behaviors, violates boundaries for appropriate school employee-student conduct, or otherwise violates an employee conduct standard will be subject to discipline up to and including dismissal.

The Executive Director or designee shall identify appropriate employee conduct standards and provide them to all SASSED employees. Standards related to school employee-student conduct shall, at a minimum:

1. Incorporate the prohibitions noted in paragraph 1 of this policy;
2. Define prohibited grooming behaviors to include, at a minimum, *sexual misconduct*. *Sexual misconduct* is (i) any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, (ii) by an employee with direct contact with a student, (iii) that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
 - a. A sexual or romantic invitation
 - b. Dating or soliciting a date
 - c. Engaging in sexualized or romantic dialog
 - d. Making sexually suggestive comments that are directed toward or with a student
 - e. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature
 - f. A sexual, indecent, romantic, or erotic contact with the student
3. Identify expectations for employees to maintain professional relationships with students, including expectations for employee-student boundaries based upon students' ages, grade levels, and developmental levels. Such expectations shall establish guidelines for specific areas, including but not limited to:
 - a. Transporting a student
 - b. Taking or possessing a photo or video of a student

- c. Meeting with a student or contacting a student outside the employee's professional role
4. Reference employee reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 *et seq.*), and the Elementary and Secondary Education Act (20 U.S.C. § 7926);
5. Outline how employees can report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*; and
6. Reference required employee training related to educator ethics, child abuse, grooming behaviors, and boundary violations as required by law and policies 2:265, *Title IX Sexual Harassment Grievance Procedure*; 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*; 5:90, *Abused and Neglected Child Reporting*; and 5:100, *Staff Development Program*.

Statement of Economic Interests

The following employees must file a *Statement of Economic Interests* as required by the Ill. Governmental Ethics Act:

1. Executive Director;
2. Program Administrator/Coordinator;
3. Head of any department;
4. Any employee who, as SASED's agent, is responsible for negotiating one or more contracts including collective bargaining agreement(s), in the amount of \$1,000 or greater;
5. Hearing officer;
6. Any employee having supervisory authority for 20 or more employees; and
7. Any employee in a position that requires an administrative or a chief school business official endorsement.

Ethics and Gift Ban

School Board policy 2:105, *Ethics and Gift Ban*, applies to all SASED employees. Students shall not be used in any manner for promoting a political candidate or issue.

Prohibited Interests; Conflict of Interest; and Limitation of Authority

In accordance with Section 22-5 of the School Code, "no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or teacher may be connected," except when the employee is the author or developer of instructional materials listed with the Illinois State Board of Education and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of SASED nor shall an employee act as an agent of any business in any transaction with SASED. This includes participation in the selection, award or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest. A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in the entity selected for the contract:

1. Any person that has a close personal relationship with an employee that may compromise or impair the employee's fairness and impartiality, including a member of the employee's immediate family or household;
2. An employee's business partner; or
3. An entity that employs or is about to employ the employee or one of the individuals listed in one or two above.

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or contracts. Situations in which the interest is not substantial or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, *Ethics and Gift Ban*.

Guidance Counselor Gift Ban

Guidance counselors are prohibited from intentionally soliciting or accepting any gift from a *prohibited source* or any gift that would be in violation of any federal or State statute or rule. For guidance counselors, a *prohibited source* is any person who is (1) employed by an institution of higher education, or (2) an agent or spouse of or an immediate family member living with a person employed by an institution of higher education. This prohibition does not apply to:

1. Opportunities, benefits, and services available on the same conditions as for the general public.
2. Anything for which the guidance counselor pays market value.
3. A gift from a relative.
4. Anything provided by an individual on the basis of a personal friendship, unless the guidance counselor believes that it was provided due to the official position or employment of the guidance counselor and not due to the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the guidance counselor must consider the circumstances in which the gift was offered, including any of the following:
 - a. The history of the relationship between the individual giving the gift and the guidance counselor, including any previous exchange of gifts between those individuals.
 - b. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift.
 - c. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift also, at the same time, gave the same or a similar gift to other school district employees.
5. Bequests, inheritances, or other transfers at death.
6. Any item(s) during any calendar year having a cumulative total value of less than \$100.
7. Promotional materials, including, but not limited to, pens, pencils, banners, posters, and pennants.

A guidance counselor does not violate this prohibition if he or she promptly returns the gift to the prohibited source or donates the gift or an amount equal to its value to a tax exempt charity.

Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

Incorporated
by reference: 5:120-E (Code of Ethics for Ill. Educators)

LEGAL REF.: U.S. Constitution, First Amendment.
2 C.F.R. §200.318(c)(1).
5 ILCS 420/4A-101, Ill. Governmental Ethics Act.
5 ILCS 430/, State Officials and Employee Ethics Act.
30 ILCS 708/, Grant Accountability and Transparency Act.
50 ILCS 135/, Local Governmental Employees Political Rights Act.
105 ILCS 5/10-22.39, 5/10-23.13, 5/22-5, and 5/22-90 (final citation pending).
325 ILCS 5/, Abused and Neglected Child Reporting Act.
775 ILCS 5/5A-102, Ill. Human Rights Act.
23 Ill.Admin.Code Part 22, Code of Ethics for Ill. Educators.
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).
Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct), 7:20 (Harassment of Students Prohibited)

ADOPTED:

General Personnel

Supervisory Conflict of Interest

In order to avoid any actual or potential conflict of interest or the appearance thereof in the supervision and evaluation of employees, it shall be the policy of SASED not to assign an employee to a position when such an assignment will result in a supervisor/subordinate relationship between employees who are close relatives or have a close personal relationship.

A person currently serving in a supervisory position within SASED may not participate in decisions regarding hiring, reappointment, placement, evaluation, rate of pay, salary increases, promotion, tenure, monetary awards, or other personal interest for employees who are close relatives or have a close personal relationship, even when the supervisor is not in the direct line of authority.

For the purpose of this policy, "close relative" shall be defined as father, mother, stepparent, brother, sister, stepsibling, spouse, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, aunt, uncle, or cousin.

For purposes of this policy, "close personal relationship" includes persons living in the same household or such other circumstances, as determined at the discretion of the Executive Director or the Board, where the supervisor's evaluative judgement may be compromised due to the nature of the supervisor/subordinate relationship.

In the event current employees whose assignment in SASED places them in a supervisor/subordinate relationship become close relatives or involved in a close personal relationship the supervisor shall notify the Director for Human Resources within ten (10) working days after the change in the relationship. When a supervisor/subordinate become close relatives or involved in a close personal relationship every effort shall be made to change the job assignment of one or more of the employees so that they are no longer in a supervisor/subordinate relationship. Where it is not feasible to eliminate such a direct or indirect supervisory relationship, appropriate screens and/or alternate supervision/reporting mechanisms shall be investigated and implemented when practical.

ADOPTED:

General Personnel

Personal Technology and Social Media; Usage and Conduct

Definitions

Includes - Means “includes without limitation” or “includes but is not limited to.”

Social media - Media for social interaction, using highly accessible communication techniques through the use of web-based and mobile technologies to turn communication into interactive dialogue. This includes, but is not limited to, services such as *Facebook*, *LinkedIn*, *Twitter*, *Instagram*, *Snapchat*, and *YouTube*. [This is a non-exhaustive list.](#)

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

Usage and Conduct

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

1. Adhere to the high standards for **Professional and Appropriate Conduct** required by policy 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*, at all times, regardless of the ever-changing social media and personal technology platforms available. This includes SASED employees posting images or private information about themselves or others in a manner readily accessible to students and other employees that is inappropriate as defined by policy 5:20, *Workplace Harassment Prohibited*; 5:100, *Staff Development Program*; 5:120, *Employee Ethics; Code of Professional Conduct; and Conflict of Interest*; 6:235, *Access to Electronic Networks*; 7:20, *Harassment of Students Prohibited*; and the Ill. Code of Educator Ethics, 23 Ill.Admin.Code §22.20.
2. Choose a SASED-provided or supported method whenever possible to communicate with students and their parents/guardians.
3. Not interfere with or disrupt the educational or working environment, or the delivery of education or educational support services.
4. Inform their immediate supervisor if a student initiates inappropriate contact with them via any form of personal technology or social media.
5. Report instances of suspected abuse or neglect discovered through the use of social media or personal technology pursuant to a school employee's obligations under policy 5:90, *Abused and Neglected Child Reporting Child Reporting*.
6. Not disclose student record information, including student work, photographs of students, names of students, or any other personally identifiable information about students, in compliance with policy 5:130, *Responsibilities Concerning Internal Information*. For SASED employees, proper approval may include implied consent under the circumstances.
7. Refrain from using SASED's logos without permission and follow Board policy 5:170, *Copyright*, and all SASED copyright compliance procedures.

8. Use personal technology and social media for personal purposes only during non-work times or hours. Any duty-free use must occur during times and places that the use will not interfere with job duties or otherwise be disruptive to the school environment or its operation.
9. Assume all risks associated with the use of personal technology and social media at school or school-sponsored activities, including students' viewing of inappropriate Internet materials through SASED employee's personal technology or social media. The Board expressly disclaims any responsibility for imposing content filters, blocking lists, or monitoring of its employees' personal technology and social media.
10. Be subject to remedial and any other appropriate disciplinary action for violations of this policy ranging from prohibiting the employee from possessing or using any personal technology or social media at school to dismissal and/or indemnification of SASED for any losses, costs, or damages, including reasonable attorney fees, incurred by SASED relating to, or arising out of, any violation of this policy.

The Executive Director shall:

1. Inform SASED employees about this policy.
2. Direct Program Administrators/Coordinators to annually:
 - a. Provide their building staff with a copy of this policy.
 - b. Inform their building staff about the importance of maintaining high standards in their school relationships.
 - c. Remind their building staff that those who violate this policy will be subject to remedial and any other appropriate disciplinary action up to and including dismissal.
3. Build awareness of this policy with students, parents, and the community.
4. Ensure that neither SASED, nor anyone on its behalf, commits an act prohibited by the Right to Privacy in the Workplace Act, 820 ILCS 55/10; i.e., the *Facebook Password Law*.
5. Periodically review this policy and any procedures with SASED employee representatives and electronic network system administrator(s) and present proposed changes to the Board.

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

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

ADOPTED:

General Personnel

Responsibilities Concerning Internal Information

SASED employees are responsible for maintaining: (1) the integrity and security of all internal information, and (2) the privacy of confidential records, including but not limited to: student school records, personnel records, and the minutes of, and material disclosed in, a closed Board meeting. Internal information is any information, oral or recorded in electronic or paper format, maintained by SASED or used by SASED or its employees. The Executive Director or designee shall manage procedures for safeguarding the integrity, security, and, as appropriate, confidentiality of internal information.

LEGAL REF.: Family Educational and Privacy Rights Act, 20 U.S.C. §1232g.
 Uses and Disclosures of Protected Health Information; General Rules, 45 C.F.R.
 §164.502.
 Ill. Freedom of Information Act, 5 ILCS 140/.
 Local Records Act, 50 ILCS 205/.
 105 ILCS 10/.
 Personnel Record Review Act, 820 ILCS 40/.

CROSS REF.: 2:140 (Communications To and From the Board), 2:250 (Access to District
 Public Records), 5:150 (Personnel Records), 7:340 (Student Records)

ADOPTED:

General Personnel

Solicitations By or From Staff

SASED employees shall not solicit donations or sales, nor shall they be solicited for donations or sales, in workplaces without prior approval from the Executive Director.

CROSS REF.: 8:90 (Parent Organizations and Booster Clubs)

ADOPTED:

General Personnel

Personnel Records

Maintenance and Access to Records

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

Access to personnel records is available as follows:

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

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

The Executive Director or designee shall manage a process for responding to inquiries by a prospective employer concerning a current or former employee's job performance. The Executive Director shall:

1. Execute the requirements in the Abused and Neglected Child Reporting Act whenever another school district asks for a reference concerning an applicant who is or was a SASSED employee and was the subject of a report made by a SASSED employee to Ill. Dept. of Children and Family Services (DCFS); and
2. Comply with the federal law prohibiting SASSED from providing a recommendation of employment for an employee, contractor, or agent that SASSED knows, or has probable cause to believe, has engaged in sexual misconduct with a student or minor in violation of the law, but the Executive Director or designee may follow routine procedures regarding the transmission of administrative or personnel files for that employee.

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

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

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

ADOPTED:

PENDING ADOPTION

General Personnel

Copyright

Works Made for Hire

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

Copyright Compliance

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

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

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

SASED DMCA Agent:

Office of Executive Director

Name

2900 Ogden Ave., Lisle, IL 60532

Address

executivedirector@sased.org

Email

630-778-4500

Telephone

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

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

ADOPTED:

General Personnel

Temporary Illness or Temporary Incapacity

A temporary illness or temporary incapacity is an illness or other capacity of ill-being that renders an employee physically or mentally unable to perform assigned duties. During such a period, the employee can use accumulated sick leave benefits. However, income received from other sources (worker's compensation, SASED-paid insurance programs, etc.) will be deducted from SASED's compensation liability to the employee. The Board ~~of Control~~'s intent is that in no case will the employee, who is temporarily disabled, receive more than 100 percent of his or her gross salary.

Those insurance plans privately purchased by the employee and to which SASED does not contribute, are not applicable to this policy.

If illness, incapacity, or any other condition causes a employee to be absent in one school year, after exhaustion of all available leave, for more than 90 consecutive work days, such absence may be considered a permanent disability and the Board may consider beginning dismissal proceedings subject to the conditions of the applicable collective bargaining agreement, and/or State and federal law, including the Americans with Disabilities Act. The Executive Director may recommend this paragraph's use when circumstances strongly suggest that the employee returned to work intermittently in order to avoid this paragraph's application. This paragraph shall not be considered a limitation on the Board's authority to take any action concerning an employee that is authorized by State and federal law.

Any employee may be required to have an examination, at SASED's expense, by a physician who is licensed in Illinois to practice medicine and surgery in all its branches, a licensed advanced practice registered nurse, or a licensed physician assistant.

LEGAL REF.: 42 U.S.C. §12101 et seq., Americans with Disabilities Act.
105 ILCS 5/10-22.4, 5/24-12, and 5/24-13.
Elder v. School Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).
School District No. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987).

CROSS REF.: 5:30 (Hiring Process and Criteria), 5:40 (Communicable and Chronic Infectious Disease), 5:185 (Family and Medical Leave), 5:250 (Leaves of Absence), 5:330 (Sick Days, Vacation, Holidays, and Leaves)

ADOPTED:

General Personnel

Leaves, Holidays, and Vacations

Each provision, term, and condition of the following policy shall apply to all SASSED employees except where a collective bargaining agreement, memorandum of understanding or memorandum of agreement offers a specific differing provision, term, or condition to a bargaining unit employee or individual employment contract or benefit plan. In such a case, the specific differing provision, term, or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee. In the event of a conflict, such provision is severable, and the applicable bargaining agreement or individual agreement will control.

Sick Leave

All SASSED full-time employees shall be entitled to fourteen (14) paid sick leave days per school term unless otherwise specified in a collective bargaining agreement. Sick leave may be used on an hourly basis, or in one half (1/2) or full-day increments. Sick leave shall accumulate to a maximum of days allowed by either IMRF or TRS for employees not in a bargaining unit. Employees in a bargaining unit should consult their CBA for more information. Sick leave may be used for personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, or the acceptance of a child in need of foster care. Immediate family shall be defined as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardian.

As a condition for paying sick leave after three consecutive days absence, the Board or Executive Director may require that the staff member provide a certificate from: (1) a physician licensed in Illinois to practice medicine and surgery in all its branches, (2) a mental health professional licensed in Illinois providing ongoing care or treatment to the staff member, (3) a chiropractic physician licensed under the Medical Practice Act, (4) a licensed advanced practice registered nurse, (5) a licensed physician assistant who has been delegated the authority to perform health examinations by his or her supervising physician, or (6) if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the employee's faith.

Staff members are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of non-working days or school not being in session, such as breaks and holidays, do not count towards the 30 days. As a condition of paying sick leave beyond the 30 working school days, the Board or Executive Director may require medical certification. Such time will run concurrently with FMLA.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or adopting the child, and for taking custody of the child or accepting the child in need of foster care. Such leave is limited to 30 days, unless a longer leave is provided in an applicable collective bargaining agreement, and need not be used consecutively once the formal adoption or foster care process is underway. The Board or Executive Director may require that the employee provide evidence that the formal adoption or foster care process is underway.

Personal Business Leave

All SASSED full-time employees are entitled to two (2) days of paid Personal Business Leave each work year, upon written notice to the Executive Director or designee. Part-time employees shall be granted pro-rated personal business leave based on the percentage of time worked. Such leave shall be for a purpose which cannot be concluded during non-school days or hours. Such notice and approval shall be submitted to the Executive Director or designee at least two (2) working days in advance.

The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave day request should be submitted to the Program Administrator at least two days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or the last five days of the school year. The foregoing restriction may be waived by the Executive Director for good cause and such waiver shall be non-precedential.
3. Personal leave may not be used on an in-service training day and/or institute training days.
4. Personal leave may not be used when the employee's absence would create staffing or other issues.
5. Personal leave may not be used by more than 10% of the staff in each building at the same time.
6. Personal Business Leave shall not be granted for purposes of recreation, accompanying another on a trip, a job interview, any activity likely to produce income (except as a result of the sale of a personal residence), or to participate in any form of work stoppage or protest.
7. Personal Business Leave may be utilized for illness, for observance of a religious holiday of the employee's faith or for bereavement leave.

Unused Personal Business Leave shall be credited to the employee's sick day accumulation for the following school year.

Emergency Leave

The Board of ~~Control~~ Directors shall grant to each full-time employee, one (1) day of paid Emergency Leave each work year. Part-time employees shall be granted pro-rated emergency leave based on the percentage of time worked.

Emergency Leave is appropriate only when an event or situation occurs unexpectedly, which if not responded to immediately, could have a serious and adverse impact on the employee, his/her immediate family or his/her property.

An employee requiring the use of an Emergency Leave is expected to inform his/her immediate supervisor of the nature of the emergency and request use of an Emergency Leave as soon as possible. If the emergency prevents the employee from notifying his/her immediate supervisor prior to the employee's absence from work, the employee shall notify his/her immediate supervisor as soon as practicable of the nature of the emergency and request use of an emergency day.

Emergency Leave may be used at any time during the school year. It may be used for illness or observance of a religious holiday of the employee's faith.

Unused Emergency Leave shall be credited to the employee's sick day accumulation for the following school year.

Holidays

All full-time 12-month employees and 10-month administrative assistants, custodians and couriers will be entitled to paid holidays that appear on the school calendar adopted by the Board of Control, or those

holidays established by resolution of the Board of Control. All part-time 12-month employees and 10-month administrative assistants shall be granted holidays on a pro-rata basis as a percentage of actual time worked.

SASED employees will not be required to work on:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth National Freedom Day	
Independence Day	

A holiday will not cause a deduction from an employee's time or compensation. SASED may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Vacation

All full-time 12-month employees will be entitled to ten (10) paid vacation days unless otherwise negotiated in a collective bargaining agreement. After the 5th year of employment, one additional vacation day per year will be earned to a maximum of 20 days per year in the 15th year. 12-month employees who work part-time or are employed after July 1 of any fiscal year shall be granted vacation days on a pro-rata basis as a percentage of actual time worked. Vacation days earned during any fiscal year will be available for use by the employee until January 1 of the following fiscal year., Employees receiving vacation time will be required to use all vacation time during the year issued. Any days not used will be forfeited.

Family Bereavement Leave

State law allows a maximum of 10 unpaid workdays for eligible employees to take bereavement leave for the death of a covered family member. The first three (3) days of leave connected with such death shall not be deducted from accumulated sick leave, personal/emergency leave, or occasion any loss of salary. If circumstances require additional absence due to such death, such leave shall be unpaid.. Employees who work less than full-time will receive paid Bereavement Leave on a pro-rata basis. Bereavement leave shall not accumulate in any form. A full-time employee hired at any time during a school year will receive this benefit. The purpose, requirements, scheduling, and all other terms of the leave are governed by the Family Bereavement Leave Act. Eligible employees may use family bereavement leave, without any adverse employment action, for: (1) attendance by the bereaved staff member at the funeral or alternative to a funeral of a covered family member, which includes an employee's child, stepchild, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, brothers-in-law, sisters-in-law, or legal guardian.(2) making arrangements necessitated by the death of the covered family member, (3) grieving the death of the covered family member, or (4) absence from work due to a significant event, which includes: (i) miscarriage, (ii) an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, (iii) a failed adoption match or an adoption that is not finalized because it is contested by another party, (iv) a failed surrogacy agreement, (v) a diagnosis that negatively impacts pregnancy or fertility, or (vi) a still birth. An employee qualifying for leave due to a significant event will not be required to identify which specific reason applies to the employee's request.

The leave must be completed within 60 days after the date on which the employee received notice of the death of the covered family member or the date on which an event under item (4) above occurs.

However, in the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of bereavement leave during the 12-month period, subject to certain restrictions under State and federal law. This policy does not create any right for an employee to take family bereavement leave that is inconsistent with the Family Bereavement Leave Act.

Leaves for Service in the Military

Leaves for service in the U.S. Armed Services or any of its reserve components and the National Guard, as well as reemployment rights, will be granted in accordance with State and federal law.

Leave for Employment in Department of Defense

The Board may grant teachers a leave of absence to accept employment in a Dept. of Defense overseas school.

Leave to Serve as an Election Judge

Any staff member who is appointed to serve as an election judge under State law may, after giving at least 20-days' written notice to SASSED, be absent without pay for the purpose of serving as an election judge. No more than 10% of SASSED's employees may be absent to serve as election judges on the same Election Day.

School Visitation Leave

An eligible staff member is entitled to eight hours during any school year, no more than four hours of which may be taken on any given day, to attend school conferences, behavioral meetings, or academic meetings related to the staff member's child, if the conference or meeting cannot be scheduled during non-work hours. Staff members must first use all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the staff member, except sick and disability leave.

Leaves for Victims of Domestic, Sexual Violence, Gender Violence, or Other Crime of Violence (VESSA)

An unpaid leave from work is available to any employee who: (1) is a victim of domestic violence, sexual violence, gender violence, or any other crime of violence or (2) has a family, or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic violence, sexual violence, gender violence, or any other crime of violence. The unpaid leave allows the employee to seek medical help, legal assistance, counseling, safety planning, and other assistance without suffering adverse employment action.

The Victims' Economic Security and Safety Act governs the purpose, requirements, scheduling, and continuity of benefits, and all other terms of the leave. Accordingly, an employee is entitled to a total of 12 work weeks of unpaid leave during any 12-month period. Employees may use accrued leave time to run concurrently with unpaid VESSA leave. An employee may continue his/her health insurance at the employee's sole cost.

Extended Leave of Absence

The Board of ~~Control~~ Directors may grant a leave of absence for any of the purposes specified herein for tenured SASSED staff. Such leave may be for one (1) full semester or one (1) full school term and shall be without pay and benefits unless otherwise specified by the Board of Control. A request for such leave shall be made to the Executive Director or designee one full semester prior to the leave start. Reasons for which the Board of ~~Control~~ Directors may grant such leave are:

1. An exchange teaching or professional program in another state, territory, or country.

2. An educational program related to the teacher's/licensed employee's current assignment. A determination regarding whether or not such proposed educational program is related to the teacher's/licensed employee's current assignment shall be made by the Executive Director.
3. Travel related to the teacher's/licensed employee's professional activities.
4. A work program that can reasonably be expected to result in the teacher's/licensed employee's professional growth in the areas of his or her current assignments.
5. For other reasons which may benefit SASED as determined solely by the Board of ~~Control~~ Directors.

Sabbatical Leave

Sabbatical leave may be granted in accordance with the School Code.

LEGAL REF.: 105 ILCS 5/10-20.7b, 5/10-20.83 (final citation pending), 5/24-2, 5/24-6, and 5/24-6.3.
105 ILCS 5/10-20.83 (final citation pending), 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.
20 ILCS 1805/30.1 et seq.
10 ILCS 5/13-2.5, Election Code.
105 ILCS 5/10-20.7b, 5/24-2, and 5/24-6
105 ILCS 5/24-6, 5/24-6.1, 5/24-6.2, 5/24-6.3, 5/24-13, and 5/24-13.1.
820 ILCS 147/1 et seq. and 180/1 et seq.
330 ILCS 61/, Service Member Employment and Reemployment Rights Act.
820 ILCS 147, School Visitation Rights Act.
820 ILCS 154/, Child Bereavement Leave Act.
820 ILCS 180/, Victims' Economic Security and Safety Act.
School Dist. 151 v. ISBE, 154 Ill.App.3d 375 (1st Dist. 1987); Elder v. Sch. Dist. No.127 1/2, 60 Ill.App.2d 56 (1st Dist. 1965).

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:184 (Leaves, Holidays and Vacations), 5:185 (Family and Medical Leave), ~~5:250 (Leaves of Absence); 5:330 (Sick Days, Vacation, Holidays, and Leaves)~~

ADOPTED:

General Personnel

Family and Medical Leave

Each provision, term, and condition of the following policy shall apply to all SASED employees except where a collective bargaining agreement offers a specific differing provision, term, or condition to a bargaining unit employee. In such case, the specific differing provision, term, or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee.

Leave Description

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave.

An eligible employee may take FMLA leave for up to a combined total of 12 weeks each year, on a rolling 12-month period measured backward from the date the employee uses any FMLA leave so that the remaining leave entitlement is the balance of the 12 weeks that has not been used during the immediately preceding 12 months.

During a single 12-month period, an eligible employee's FMLA leave entitlement may be extended to a total of 26 weeks of unpaid leave to care for a covered service member (defined in the federal rules) with a serious injury or illness. The "single 12-month period" is measured forward from the date the employee's first FMLA leave to care for the covered servicemember begins.

While FMLA leave is normally unpaid, SASED will substitute an employee's accrued compensatory time-off and/or paid leave for unpaid FMLA leave, provided such leave is available for use in accordance with Board policies and rules. In addition, all policies and rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement. Use of FMLA leave shall not preclude the use of other applicable unpaid leave that will extend the employee's leave beyond 12 weeks, provided that the use of FMLA leave shall not serve to extend such other unpaid leave. Any full workweek period during which the employee would not have been required to work, including summer break, winter break and spring break, is not counted against the employee's FMLA leave entitlement.

FMLA leave is available in one or more of the following instances:

1. The birth and first-year care of a son or daughter.
2. The adoption or foster placement of a son or daughter, including absences from work that are necessary for the adoption or foster care to proceed and expiring at the end of the 12-month period beginning on the placement date.
3. The serious health condition of an employee's spouse, child, or parent.
4. The employee's own serious health condition that makes the employee unable to perform the functions of his or her job.
5. The existence of a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or has been notified of an impending call or order to active duty, as provided by federal rules.
6. To care for the employee's spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness, as provided by federal rules.

If spouses are employed by SASSED, they may together take only 12-weeks for FMLA leaves when the reason for the leave is 1 or 2, above, or to care for a parent with a serious health condition, or a combined total of 26 weeks for item 6 above.

An employee may be permitted to work on an intermittent or reduced-leave schedule in accordance with federal rules.

Eligibility

To be eligible for FMLA leave, both of the following provisions must describe the employee:

1. The employee is employed at a worksite where at least 50 employees are employed within 75 miles; and
2. The employee has been employed by SASSED for at least 12 months and has been employed for at least 1,000 hours of service during the 12-month period immediately before the beginning of the leave. The 12 months an employee must have been employed by SASSED need not be consecutive. However, SASSED will not consider any period of previous employment that occurred more than 7 years before the date of the most recent hiring, except when the service break is due to fulfillment of a covered service obligation under the employee's Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 et seq., or when a written agreement exists concerning SASSED's intention to rehire the employee.

Requesting Leave

If the need for the FMLA leave is foreseeable, an employee must provide the Executive Director or designee with at least 30 days' advance notice before the leave is to begin. If 30 days' advance notice is not practicable, the notice must be given as soon as practicable. The employee shall make a reasonable effort to schedule a planned medical treatment so as not to disrupt SASSED's operations, subject to the approval of the health care provider administering the treatment. The employee shall provide at least verbal notice sufficient to make the Executive Director or designee aware that he or she needs FMLA leave, and the anticipated timing and duration of the leave. Failure to give the required notice for a foreseeable leave may result in a delay in granting the requested leave until at least 30 days after the date the employee provides notice.

Certification

Within 15 calendar days after the Executive Director or designee makes a request for certification for a FMLA leave, an employee must provide one of the following:

1. When the leave is to care for the employee's covered family member with a serious health condition, the employee must provide a complete and sufficient certificate signed by the family member's health care provider.
2. When the leave is due to the employee's own serious health condition, the employee must provide a complete and sufficient certificate signed by the employee's health care provider.
3. When the leave is to care for a covered servicemember with a serious illness or injury, the employee must provide a complete and sufficient certificate signed by an authorized health care provider for the covered servicemember.
4. When the leave is because of a qualified exigency, the employee must provide: (a) a copy of the covered military member's active duty orders or other documentation issued by the military indicating that the military member is on active duty or call to active duty status, and the dates of the covered military member's active duty service, and (b) a statement or description, signed by the employee, of appropriate facts regarding the qualifying exigency for which FMLA leave is requested.

SASED may require an employee to obtain a second and third opinion at its expense when it has reason to doubt the validity of a medical certification.

SASED may require recertification at reasonable intervals, but not more often than once every 30 days. Regardless of the length of time since the last request, SASED may request recertification when the, (1) employee requests a leave extension, (2) circumstances described by the original certification change significantly, or (3) SASED receives information that casts doubt upon the continuing validity of the original certification. Recertification is at the employee's expense and must be provided to SASED within 15 calendar days after the request. SASED may request recertification every six months in connection with any absence by an employee needing an intermittent or reduced schedule leave for conditions with a duration in excess of six months.

Failure to furnish a complete and sufficient certification on forms provided by SASED may result in a denial of the leave request.

Continuation of Health Benefits

During FMLA leave, employees are entitled to continuation of health benefits that would have been provided if they were working. Any share of health plan premiums being paid by the employee before taking the leave, must continue to be paid by the employee during the FMLA leave. A SASED's obligation to maintain health insurance coverage ceases if an employee's premium payment is more than 30 days late and SASED notifies the employee at least 15 days before coverage will cease.

Changed Circumstances and Intent to Return

An employee must provide the Executive Director or designee reasonable notice of changed circumstances (i.e., within two business days if the changed circumstances are foreseeable) that will alter the duration of the FMLA leave. The Executive Director or designee, taking into consideration all of the relevant facts and circumstances related to an individual's leave situation, may ask an employee who has been on FMLA leave for eight consecutive weeks whether he or she intends to return to work.

Return to Work

If returning from FMLA leave occasioned by the employee's own serious health condition, the employee is required to obtain and present certification from the employee's health care provider that he or she is able to resume work.

An employee returning from FMLA leave will be given an equivalent position to his or her position before the leave, subject to: (1) permissible limitations SASED may impose as provided in the FMLA or implementing regulations, and (2) SASED's reassignment policies and practices.

Classroom teachers may be required to wait to return to work until the next semester in certain situations as provided by the FMLA regulations.

Implementation

The Executive Director or designee shall ensure that: (1) all required notices and responses to leave requests are provided to employees in accordance with the FMLA; and (2) this policy is implemented in accordance with the FMLA. In the event of a conflict between the policy and the FMLA or its regulations, the latter shall control. The terms used in this policy shall be defined as in the FMLA regulations.

LEGAL REF.: 29 U.S.C. §2601 et seq., Family and Medical Leave Act; 29 C.F.R. Part 825.
105 ILCS 5/24-6.4.

CROSS REF.: 5:180 (Temporary Illness or Temporary Incapacity), 5:184 (Leaves, Holidays
and Vacations), ~~5:250 (Leaves of Absence)~~, 5:310 (Compensatory Time-Off),
~~5:330 (Sick Days, Vacation, Holidays, and Leaves)~~

ADOPTED:

PENDING ADOPTION

Professional Personnel

Teacher Qualifications

A teacher, as the term is used in this policy, refers to a SASSED employee who is required to be licensed under State law. The following qualifications apply:

1. Each teacher must:
 - a. Have a valid Illinois Professional Educator License issued by the State Executive Director of Education with the required endorsements as provided in the School Code.
 - b. Provide the Human Resources Office with a complete official transcript of credits earned in institutions of higher education.
 - c. On or before September 1 of each year, unless otherwise provided in an applicable collective bargaining agreement, provide the Human Resources Office with an official transcript of any credits earned since the date the last transcript was filed.
 - d. Notify the Executive Director of any change in the teacher's transcript.
2. All teachers working in a program supported with federal funds under Title I, Part A must meet applicable State certification and licensure requirements.

The Executive Director or designee shall:

1. Monitor compliance with State and federal law requirements that teachers be appropriately licensed;
2. Through incentives for voluntary transfers, professional development, recruiting programs, or other effective strategies, ensure that minority students and students from low-income families are not taught at higher rates than other students by unqualified, out-of-field, or inexperienced teachers; and
3. Ensure parents/guardians of students in schools receiving Title I funds are notified of their right to request their students' classroom teachers' professional qualifications.

LEGAL REF.: 20 U.S.C. §6312(e)(1)(A).
105 ILCS 5/10-20.15, 5/21-11.4, 5/21B-15, 5/21B-20, 5/21B-25, and 5/24-23.
23 Ill.Admin.Code §1.610 et seq., §1.705 et seq., and Part 25.

ADOPTED:

Professional Personnel

Each provision, term, and condition of the following policy shall apply to all SASSED certified/licensed employees except where a collective bargaining agreement unit employee. In such case, the specific differing provision, term or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee.

Terms and Conditions of Employment and Dismissal

The Board of ~~Control~~ Directors delegates authority and responsibility to the Executive Director to manage the terms and conditions for the employment of professional personnel. The Executive Director shall act reasonably and comply with State and federal law as well as any applicable collective bargaining employment in effect. The Executive Director is responsible for making dismissal recommendations to the Board consistent with the Board's goal of having a highly qualified, high performing staff.

School Year

Professional staff shall work according to the school calendar adopted by the Board, which shall have a minimum of 176 student attendance days and a minimum of 180 work days, including institute days. Teachers are not required to work on legal school holidays unless SASSED or the Member District has followed applicable State law that allows it to hold school or schedule teachers' institutes, parent-teacher conferences, or staff development on the third Monday in January (the Birthday of Dr. Martin Luther King, Jr.); February 12 (the Birthday of President Abraham Lincoln); the first Monday in March (known as Casimir Pulaski's birthday); the second Monday in October (Columbus Day); and November 11 (Veterans Day).

School Day

Professional staff are required to work the school day adopted by the Board.

SASSED accommodates employees who are nursing mothers according to provisions in State and federal law. Professional personnel employed for at least 4 hours per day shall receive an unpaid duty-free lunch of at least 30 minutes in duration.

Compensation

Professional staff shall be paid according to the salary schedule or pay range adopted by the Board. Staff shall be paid at least monthly on a 10 or 12 month basis, but in no case less than the minimum salary provided by the School Code.

Assignments and Transfers

The Executive Director is authorized to make work assignments, study hall, extra class duty, and extracurricular assignments. In order of priority, assignments shall be made based on SASSED's needs and best interests, employee qualifications, and employee desires.

School Social Worker Services Outside of District Employment

School social workers may not provide services outside of their SASSED employment to any student(s) attending school in SASSED programs. *School social worker* has the meaning stated in 105 ILCS 5/14-1.09a.

Dismissal

SASED will follow State law when dismissing a teacher.

Evaluation

The District's teacher evaluation system will be conducted under the plan developed pursuant to State law.

On an annual basis, the Executive Director will provide the Board with a written report which outlines the results of the District's teacher evaluation system.

LEGAL REF.: 105 ILCS 5/10-19, 5/10-19.05, 5/10-20.65, 5/14-1.09a, 5/22.4, 5/24-16.5, 5/24-2, 5/24-8, 5/24-9, 5/24-11, 5/24-12, 5/24-21, 5/24A-1 through 24A-20.
820 ILCS 260/, Nursing Mothers in the Workplace Act.
23 Ill.Admin.Code Parts 50 (Evaluation of Educator Licensed Employees) and 51 (Dismissal of Tenured Teachers).
Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532(1985).

CROSS REF.: 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:290 (Employment Termination and Suspensions), 6:20 (School Year Calendar and Day)

ADOPTED:

Professional Personnel

Request to Employ Certificated Staff – User Fee Basis

A SASED member district Superintendent of Schools may submit a written request to the Executive Director that the Board of ~~Control~~ Directors employs certificated staff on a full-time or part-time basis to provide special education or related services to one or more students in the member district. Such request shall specify that the employment be for a period not less than the remainder of the school term or the next full school term. The Executive Director, at his/her discretion, may recommend that the Board of ~~Control~~ Directors approves the request.

Term of Employment/ Continuation of Employment

By March 1 of a school term, the SASED member district Superintendent of Schools may submit a written request to the Executive Director that employment continue for a second school term. Such request shall specify that the employment be for a period not less than the next full school term. If approved by the Board of ~~Control~~ Directors, continued employment shall be for a period not less than the full succeeding school term. The SASED Board of ~~Control~~ Directors shall terminate such employment at the end of the first school term of employment unless a written request to continue is received by March 1.

Member District Financial Responsibility

As a condition of the Board of ~~Control~~ Directors' employment of the certificated employee, the member district shall be responsible to pay the Board of ~~Control~~ Directors for the actual costs attributable to such employment, including but not limited to the employee's salary, Teacher Retirement System, Teacher Health Insurance Security Fund, Medicare, health insurance and other benefits, and the customary administrative costs, if any that SASED allocates to SASED program employees and SASED program employee supervision.

Employment by Member District

SASED member districts are encouraged to employ the certificated staff necessary to provide special education and related services to member district students receiving services within their district of residence. In no event shall the Board of ~~Control~~ Directors approve the employment of a certificated employee for a member district for more than two consecutive school terms.

LEGAL REF.: 105 ILCS 5/24-11
105 ILCS 5/14-9.01

ADOPTED:

Professional Personnel

Resignations

Tenured teachers may resign at any time with consent of the ~~Governing~~ Board or by written notice sent to the Board Secretary at least 30 days before the intended date of resignation. However, no teacher may resign during the school term in order to accept another teaching position without the consent of the Board.

Breach of Contract

Any resignation or notice of resignation by a contractual employee of less than (30) days before the beginning of the school year or during the school year in order to accept another similar position shall be deemed a breach of contract.

The SASED Board of ~~Control~~ Directors may withhold four (4) percent of that employee's contract salary as liquidated damages for securing a replacement for said employee and for other administrative expenses. The Board of ~~Control~~ Directors also may initiate action to revoke the employee's license.

LEGAL REF.: 105 ILCS 5/24-14.
Park Forest Heights School Dist. v. State Teacher Certification Bd., 363 Ill.App.3d 433 (1st Dist. 2006).

ADOPTED:

Professional Personnel

Substitute Teachers

The Executive Director may employ substitute teachers as necessary to replace teachers who are temporarily absent.

A substitute teacher must hold either a valid teaching or substitute license and may teach in the place of a licensed teacher who is under contract with the Board. There is no limit on the number of days that a substitute teacher may teach in SASSED during the school year, except as follows:

1. A substitute teacher holding a substitute license may teach for any one licensed teacher under contract with SASSED only for a period not to exceed 120 days beginning with the 2021-2022 through the 2022-2023 school year, otherwise 90 paid school days in any one school term.
2. A teacher holding a Professional Educator License or Educator License with Stipulations may teach for any one licensed teacher under contract with SASSED only for a period not to exceed 120 paid school days.

The Ill. Teachers' Retirement System (TRS) limits a substitute teacher who is a TRS annuitant to substitute teaching for a period not to exceed 120 paid days or 600 paid hours in each school year, but not more than 100 paid days in the same classroom. Beginning July 1, 2023, a substitute teacher who is a TRS annuitant may substitute teach for a period not to exceed 100 paid days or 500 paid hours in any school year, unless the subject area is one where the Regional Superintendent has certified that a personnel shortage exists.

The Board establishes a daily rate of pay for substitute teachers. Substitute teachers receive only monetary compensation for time worked and no other benefits.

Short-Term Substitute Teachers

A short-term substitute teacher must hold a valid short-term substitute teaching license and have completed SASSED's short-term substitute teacher training program. Unless otherwise permitted by law, short-term substitutes may teach no more than five consecutive school days for each licensed teacher who is under contract with the Board.

Emergency Situations

A substitute teacher may teach when no licensed teacher is under contract with the Board if SASSED has an emergency situation as defined in State law. During an emergency situation, a substitute teacher is limited to 30 calendar days of employment per each vacant position. The Executive Director shall notify the appropriate Regional Office of Education within five business days after the employment of a substitute teacher in an emergency situation.

LEGAL REF.: 105 ILCS 5/10-20.68, 5/21B-20(2), 5/21B-20(3), and 5/21B-20(4).
40 ILCS 5/16-118, Ill. Pension Code.
23 Ill.Admin.Code §1.790 (Substitute Teacher) and §25.520 (Substitute Teaching License).

CROSS REF.: 5:30 (Hiring Process and Criteria)

ADOPTED:

Professional Personnel

Maintaining Student Discipline

Maintaining an orderly learning environment is an essential part of each teacher's instructional responsibilities. A teacher's ability to foster appropriate student behavior is an important factor in the teacher's educational effectiveness. The Executive Director or designee shall ensure that all teachers, other licensed employees, and persons providing a student's related service(s): (1) maintain discipline in the schools as required in the School Code, and (2) follow the Board of Control policies and administrative procedures on student conduct, behavior, and discipline.

When a student's behavior disrupts instruction or presents a danger to the student or others, the teacher or responsible employee should first discuss the matter with the student, if appropriate. If the behavior continues, the teacher or responsible employee should consult with the Building Principal/Program Administrator and/or discuss the problem with the parent(s)/guardian(s). A teacher or responsible employee may temporarily remove any student from the learning setting whose behavior interferes with the lessons or participation of fellow students or presents a danger to students' or others safety. A student's removal must be in accordance with Board policy and administrative procedures; applicable federal and State laws and regulations, including but not limited to those pertaining to the discipline of students with disabilities; and, consistent with the student's Individual Educational Plan (IEP) and/or Functional Analysis of Behavior/Behavior Management Plan (FBA/BMP).

Teachers or responsible employees shall not use disciplinary methods that may be damaging to students, such as ridicule, sarcasm, or excessive temper displays. Corporal punishment (including slapping, paddling, or prolonged maintenance of a student in physically painful positions, and intentional infliction of bodily harm) may not be used. Teachers or responsible employees may use reasonable force as needed to keep students, school personnel, and others safe, or for self-defense or defense of property.

LEGAL REF.: 105 ILCS 5/24-24.
23 Ill.Admin.Code §1.280.

CROSS REF.: 2:150 (Committees), 7:190 (Student Behavior), 7:230 (Misconduct by Students with Disabilities)

ADOPTED:

Professional Personnel

Suspension

Suspension Without Pay

The Board of ~~Control~~ Directors may suspend without pay: (1) a professional employee pending a dismissal hearing, or (2) a professional employee as a disciplinary measure for misconduct that is detrimental to SASED.

Misconduct that is detrimental to the SASED includes:

- Insubordination, including any failure to follow an oral or written directive from a supervisor;
- Violation of Board policy or Administrative Procedure;
- Conduct that disrupts or may disrupt the educational program or process;
- Conduct that violates any State or federal law that relates to the employee's duties; and
- Other sufficient causes.

The Executive Director or designee is authorized to issue a pre-suspension notification to a professional employee. This notification shall include the length and reason for the suspension as well as the deadline for the employee to exercise his or her right to appeal the suspension to the Board or Board-appointed hearing examiner before it is imposed. At the request of the professional employee made within five calendar days of receipt of a pre-suspension notification, the Board or Board-appointed hearing examiner will conduct a pre-suspension hearing. The Board or its designee shall notify the professional employee of the alleged charges and the date and time of the hearing. At the pre-suspension hearing, the professional employee or his/her representative may present evidence. If the employee does not appeal the pre-suspension notification, the Executive Director or designee shall report the action to the Board at its next regularly scheduled meeting.

Suspension With Pay

The Board or Executive Director or designee may suspend a professional employee with pay: (1) during an investigation into allegations of disobedience or misconduct whenever the employee's continued presence in his or her position would not be in SASED's best interests, (2) as a disciplinary measure for misconduct that is detrimental to SASED as defined above, or (3) pending a Board hearing to suspend a teacher without pay.

The Executive Director or designee shall meet with the professional employee to present the allegations and give the professional employee an opportunity to refute the charges. The professional employee will be told the dates and times the suspension will begin and end.

Repayment of Compensation and Benefits

If a professional employee is suspended with pay, either voluntarily or involuntarily, pending the outcome of a criminal investigation or prosecution, and the employee is later dismissed as a result of his or her criminal conviction, the employee must repay to SASED all compensation and the value of all benefits received by him or her during the suspension. The Executive Director will notify the employee of this requirement when the employee is suspended.

LEGAL REF.: 105 ILCS 5/24-12.
5 ILCS 430/5-60(b), State Officials and Employee Ethics Act.
325 ILCS 5/7.4(c-10), Abused and Neglected Child Reporting Act.
Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532 (1985).
Barszcz v. Cmty College Dist. No. 504, 400 F.Supp. 675 (N.D. Ill. 1975).
Massie v. East St. Louis Sch. Dist. No.189, 203 Ill.App.3d 965 (5th Dist. 1990).

CROSS REF.: 5:290 (Employment Termination and Suspensions)

ADOPTED:

Professional Personnel

Student Teachers, Interns and Practicum Students

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

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

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

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

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

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

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

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

LEGAL REF.: Adam Walsh Child Protection and Safety Act, P.L. 109-248.
Uniform Conviction Information Act, 20 ILCS 2635/1.
105 ILCS 5/10-21.9, 5/10-22.34, and 5/24-5.

CROSS REF.: 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:190 (Teacher
Qualifications)

ADOPTED:

PENDING ADOPTION

Educational Support Personnel

Employment At-Will, Compensation, and Assignment

Each provision, term, and condition of the following policy shall apply to all SASED employees except where a collective bargaining agreement offers a specific differing provision, term, or condition to a bargaining unit employee. In such case, the specific differing provision, term, or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee.

Employment At-Will

Unless otherwise specifically provided, SASED employment is at-will, meaning that employment may be terminated by SASED or employee at any time for any reason, other than a reason prohibited by law, or no reason at all. Nothing in Board ~~of Control~~ policy is intended or should be construed as altering the employment at-will relationship.

Exceptions to employment at-will may include employees who are employed annually, have an employment contract, or are otherwise granted a legitimate interest in continued employment. The Executive Director is authorized to make exceptions to employing nonlicensed employees at-will but shall maintain a record of positions or employees who are not at-will.

Compensation

The Board of ~~Control~~ Directors will determine salary and wages for educational support personnel. Increments are dependent on evidence of continuing satisfactory performance. An employee covered by the overtime provisions in State or federal law shall not work overtime without the prior authorization from the employee's immediate supervisor. Educational support personnel are paid twice a month.

Assignment

The Executive Director is authorized to make assignments and transfers of educational support personnel.

LEGAL REF.: 105 ILCS 5/10-22.34 and 5/10-23.5.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:35 (Compliance with the Fair Labor Standards Act), 5:290 (Employment Termination and Suspensions), 5:310 (Compensatory Time-Off)

ADOPTED:

Educational Support Personnel

Each provision, term, and condition of the following policy shall apply to all SASSED employees except where a collective bargaining agreement offers a specific differing provision, term, or condition to a bargaining unit employee. In such case, the specific differing provision, term, or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee.

Duties and Qualifications

All support staff: (1) must meet qualifications specified in job descriptions, (2) must be able to perform the essential tasks listed and/or assigned, and (3) are subject to Governing Board policies as they may be changed from time to time at the Board's sole discretion.

Paraprofessionals

Paraprofessionals provide supervised instructional support. Service as a paraprofessional requires an educator license with stipulations endorsed for a paraprofessional educator unless a specific exemption is authorized by the Ill. State Board of Education (ISBE).

Individuals with only non-instructional duties (e.g., providing technical support for computers, providing personal care services, or performing clerical duties) are not paraprofessionals, and the requirements in this section do not apply. In addition, individuals completing their clinical experiences and/or student teaching do not need to comply with this section, provided their service otherwise complies with ISBE rules.

Nonlicensed Personnel Working with Students and Performing Non-Instructional Duties

Nonlicensed personnel performing non-instructional duties may be used:

1. For supervising study halls, long-distance teaching reception areas used incident to instructional programs transmitted by electronic media (e.g., computers, video, and audio), detention and discipline areas, and school-sponsored extracurricular activities;
2. As supervisors, chaperones, or sponsors for non-academic school activities or for school activities connected to the academic program during any time in which the Governor has declared a disaster due to a public health emergency, in accordance with ISBE rule; or
3. For non-teaching duties not requiring instructional judgment or student evaluation.

Nothing in this policy prevents a nonlicensed person from serving as a guest lecturer or resource person under a certificated teacher's direction and with the administration's approval.

Coaches and Athletic Trainers

Athletic coaches and trainers shall have the qualifications required by any association in which the SASSED maintains a membership. Regardless of whether the athletic activity is governed by an association, the Executive Director or designee shall ensure that each athletic coach: (1) is knowledgeable regarding coaching principles, (2) has first aid training, and (3) is a trained Automated External Defibrillator user according to rules adopted by the Illinois Department of Public Health. Anyone performing athletic training services shall be licensed under the Illinois Athletic Trainers Practice Act, be an athletic trainer aide performing care activities under the on-site supervision of a licensed athletic trainer, or otherwise be qualified to perform athletic trainer activities under State law.

Bus Drivers

All school bus drivers must have a valid school bus driver permit. The Executive Director or designee shall inform the Illinois Secretary of State, within 30 days of being informed by a school bus driver,

that the bus driver permit holder has been called to active duty. New bus drivers and bus drivers who are returning from a lapse in their employment are subject to the requirements contained in Board policy 5:30, *Hiring Process and Criteria* and Board policy 5:285, *Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers*.

LEGAL REF.: 34 C.F.R. §200.58.
105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.
625 ILCS 5/6-104 and 5/6-106.1, Ill. Vehicle Code.
23 Ill.Admin.Code §§1.280, 1.630, and 25.510.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 5:30 (Hiring Process and Criteria), 5:35 (Compliance with the Fair Labor Standards Act), 5:285 (Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers), 6:250 (Community Resource Persons and Volunteers)

ADOPTED:

Educational Support Personnel

Drug and Alcohol Testing for School Bus and Commercial Vehicle Drivers

SASED shall adhere to State and federal law and regulations requiring a drug and alcohol testing program for school bus and commercial vehicle drivers. The Executive Director or designee manages a program to implement State and federal law defining the circumstances and procedures for the testing.

LEGAL REF.: 625 ILCS 5/6-106.1 and 5/6-106.1c.
49 U.S.C. §31306, Alcohol and Controlled Substances Testing (Omnibus Transportation Employee Testing Act of 1991, P.L. 102-143).
49 C.F.R. Parts 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 382 (Controlled Substance and Alcohol Use and Testing), and 395 (Hours of Service of Drivers).

CROSS REF.: 4:110 (Transportation), 5:30 (Hiring Process and Criteria), 5:280 (Duties and Qualifications)

ADOPTED:

Educational Support Personnel

Each provision, term, and condition of the following policy shall apply to all SASED employees except where a collective bargaining agreement offers a specific differing provision, term, or condition to a bargaining unit employee. In such case, the specific differing provision, term, or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee.

Employment Termination and Suspensions

Resignation and Retirement

An employee is requested to provide two weeks' notice of a resignation. A resignation notice cannot be revoked once given. An employee planning to retire should notify his or her supervisor at least two months before the retirement date.

Non-RIF Dismissal

SASED may terminate an at-will employee at any time for any or no reason, but not for a reason prohibited by State or federal law.

Employees who are employed annually or have a contract, or who otherwise have a legitimate expectation of continued employment, may be dismissed: (1) at the end of the school year or at the end of their respective contract after being provided appropriate notice and after compliance with any applicable contractual provisions, or (2) mid-year or mid-contract provided appropriate due process procedures are provided.

The Executive Director is responsible for making dismissal recommendations to the Board of ~~Control~~ **Directors** consistent with the Board's goal of having a highly qualified, high performing staff. This includes recommending a non-licensed employee for immediate dismissal for willful or negligent failure to report an instance of suspected child abuse or neglect as required by 325 ILCS 5/.

Reduction in Force and Recall

The Board may, as necessary or prudent, decide to decrease the number of educational support personnel or to discontinue some particular type of educational support service and, as a result of that action, dismiss or reduce the hours of one or more educational support employees. When making decisions concerning reduction in force and recall, the Board will follow Sections 10-22.34c (outsourcing non-instructional services) and 10-23.5 (procedures) of the School Code, to the extent they are applicable and not superseded by legislation or an applicable collective bargaining agreement.

Final Paycheck

A terminating employee's final paycheck will be adjusted for any unused, earned vacation credit. Employees are paid for all earned vacation. Terminating employees will receive their final pay on the next regular payday following the date of termination, except that an employee dismissed due to a reduction in force shall receive his or her final paycheck on or before the next regular pay date following the last day of employment.

Suspension

Except as provided below, the Executive Director is authorized to suspend an employee without pay as a disciplinary measure, during an investigation into allegations of misconduct or pending a dismissal hearing whenever, in the Executive Director's judgment, the employee's presence is detrimental to SASSED. A disciplinary suspension shall be with pay: (1) when the employee is exempt from the overtime provisions, or (2) until an employee with an employment contract for a definite term is provided a notice and hearing according to the suspension policy for professional employees. Upon receipt of a recommendation from the Ill. Dept. Children and Family Services (DCFS) that SASSED remove an employee from his or her position when he or she is the subject of a pending DCFS investigation that relates to his or her employment with SASSED, the Board or Executive Director or designee, in consultation with the Board Attorney, will determine whether to:

1. Let the employee remain in his or her position pending the outcome of the investigation; or
2. Remove the employee as recommended, proceeding with:
 - a. A suspension with pay; or
 - b. A suspension without pay.

Any criminal conviction resulting from the investigation or allegations shall require the employee to repay to SASSED all compensation and the value of all benefits received by the employee during the suspension. The Executive Director will notify the employee of this requirement when the employee is suspended.

LEGAL REF.: 105 ILCS 5/10-22.34c and 5/10-23.5
5 ILCS 430 *et seq.*, State Officials and Employees Ethics Act.
105 ILCS 5/10-22.34c and 5/10-23.5.
325 ILCS 5/7.4(c-10), Abused and Neglected Child Reporting Act.
820 ILCS 105/4a, Minimum Wage Law.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 5:240 (Suspension), 5:270 (Employment At-Will, Compensation, and Assignment)

ADOPTED:

Educational Support Personnel

Each provision, term, and condition of the following policy shall apply to all SASED employees except where a collective bargaining agreement offers a specific differing provision, term, or condition to a bargaining unit employee. In such case, the specific differing provision, term, or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee.

Schedules and Employment Year

The Executive Director shall supervise a process for setting work schedules and an employment year for educational support employees in accordance with State and federal law, Board policy, and applicable agreements and shall:

1. Assign each employee one supervisor who will establish a work schedule, including breaks, as required by building or SASED needs, work load, and the efficient management of human resources;
2. Allow for the ability to respond to changing circumstances by altering work schedules as needed; and
3. Consider the well-being of the employee. The Executive Director's approval is required to establish a flexible work schedule or job-sharing.

Breaks

An employee who works at least 7.5 continuous hours shall receive a 30-minute duty-free meal break that begins within the first five hours of the employee's workday. ~~The District~~ SASED and member districts accommodate employees who are nursing mothers according to State and federal law.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §207 et seq.
105 ILCS 5/10-20.14a, 5/10-22.34, and 5/10-23.5.
740 ILCS 137/, Right to Breastfeed Act.
820 ILCS 105/, Minimum Wage Law.
820 ILCS 260/, Nursing Mothers in the Workplace Act.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act)

ADOPTED:

Educational Support Personnel

Compensatory Time-Off

This policy governs the use of compensatory time-off by employees who: (1) are covered by the overtime provisions of the Fair Labor Standards Act (FLSA), 29 U.S.C. §201 et seq., and (2) are not represented by an exclusive bargaining representative.

Employees may be given 1-1/2 hours of compensatory time-off in lieu of cash payment for each hour (in excess of 40 hours per week worked) of overtime worked. Other than as provided below, at no time may an employee's accumulated compensatory time-off exceed 240 hours. If an employee accrues the maximum number of compensatory time-off hours, the employee: (1) is paid for any additional overtime hours worked, at the rate of one and one-half times the employee's regular hourly rate of pay, and (2) does not accumulate compensatory time-off until the employee uses an equal amount of accrued time-off.

An employee who has accrued compensatory time-off shall be permitted to use such time in half hour increments with one hour being the lowest increment provided such requests do not unduly disrupt SASSED's operations. The employee's supervisor must approve a request to use compensatory time-off.

Upon termination of employment, an employee will be paid for unused compensatory time at the higher of:

1. The average regular rate received by such employee during the last three years of employment; or
2. The final regular rate received by such employee.

Compensatory time-off is time during which the employee is not working and is, therefore, not counted as "hours worked" for purposes of overtime compensation.

Implementation

The Executive Director or designee shall implement this policy in accordance with the FLSA. In the event of a conflict between the policy and the FLSA, the latter shall control.

LEGAL REF.: Fair Labor Standards Act, 29 U.S.C. §201 et seq.; 29 C.F.R. Part 553.

CROSS REF.: 5:35 (Compliance with the Fair Labor Standards Act), 5:185 (Family and Medical Leave), 5:270 (Employment At-Will, Compensation, and Assignment)

ADOPTED:

Educational Support Personnel

Each provision, term, and condition of the following policy shall apply to all SASSED employees except where a collective bargaining agreement offers a specific differing provision, term, or condition to a bargaining unit employee. In such case, the specific differing provision, term, or condition shall apply to the bargaining unit employee. In the absence of a specific differing provision, term, or condition, the policy shall be fully applicable to a bargaining unit employee.

Evaluation

The Executive Director or designee is responsible for designing and implementing a program for evaluating the job performance of each educational support staff member according to standards contained in Board ~~of Control~~ policies as well as in compliance with State law and any applicable collective bargaining agreement. The standards for the evaluation program shall include, but not be limited to:

1. Each employee shall be evaluated at least once during their first year of employment at least once every two (2) years thereafter.
2. The direct supervisor shall provide input.
3. The employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperation shall be considered.
4. The employee shall receive a copy of the annual evaluation.
5. All evaluations shall comply with State and federal law and any applicable collective bargaining agreement.

CROSS REF.: 5:10 (Equal Employment Opportunity and Minority Recruitment), 5:150
(Personnel Records)

ADOPTED:

**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
GOVERNING BOARD POLICY MANUAL
TABLE OF CONTENTS
SECTION 6 – INSTRUCTION**

Philosophy and Goals

- 6:10 Educational Philosophy and Objectives

Educational Calendar and Organization

- 6:20 School Year Calendar and Day
6:30 Organization of Instruction

Curriculum

- 6:40 Curriculum Development
6:50 School Wellness
6:60 Curriculum Content
6:65 Student Social and Emotional Development
6:70 Teaching About Religions
6:80 Teaching About Controversial Issues
6:100 Using Animals in the Educational Program

Special Programs

- 6:120 Education of Children with Disabilities
6:130 **RESERVED**
6:140 Education of Homeless Children
6:150 Home and Hospital Instruction
6:160 English Learners
6:180 Extended Instructional Programs
6:190 Extracurricular and Co-Curricular Activities

Instructional Resources

- 6:210 Instructional Materials
6:220 **RESERVED**
6:235 Access to Electronic Networks
6:240 Field Trips and Recreational Class Trips
6:250 Community Resource Persons and Volunteers
6:255 Assemblies and Ceremonies
6:260 Complaints About Curriculum, Instructional Materials, and Programs

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Guidance and Counseling

6:270 Guidance and Counseling Program

Achievement

6:280 Grading and Promotion

6:290 Homework

6:340 Student Testing and Assessment Program

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Instruction

Educational Philosophy and Objectives

SASED's educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. The objectives for the educational program are to:

1. Foster students' self-discovery, self-awareness, and self-discipline.
2. Develop students' awareness of and appreciation for cultural diversity.
3. Stimulate students' intellectual curiosity and growth.
4. Provide students with fundamental career concepts and skills.
5. Help students develop sensitivity to the needs and values of others and a respect for individual and group differences.
6. Help each student strive for excellence and instill a desire to reach the limit of his or her potential.
7. Encourage students to become life long learners.
8. Provide an educational climate and culture free of bias concerning the protected classifications identified in policy 7:10, *Equal Educational Opportunities*.

In order for the Board to monitor whether the educational program is attaining these objectives and to be knowledgeable of current and future resource needs, the Executive Director shall prepare an annual report that includes:

1. A review and evaluation of the present curriculum.
2. A projection of curriculum and resource needs.
3. An evaluation of, and plan to eliminate, any bias in the curriculum or instructional materials and methods concerning the classifications referred to in item 8, above.
4. Any plan for new or revised instructional program implementation.
5. A review of present and future facility needs.

CROSS REF: 1:30 (SASED Philosophy), 3:10 (Goals and Objectives), 7:10 (Equal Educational Opportunities)

ADOPTED:

Instruction

SASED Calendar and Day

Students enrolled in SASED programs will follow the school calendar adopted by the District in which the program is located.

Students enrolled in programs housed in SASED-owned facilities or in facilities or in facilities leased by SASED solely for educational programming will follow the school calendar adopted by the Board of ~~Control~~ Directors.

SASED, upon the Executive Director's recommendation and subject to State regulations, will annually establish the dates for teacher institutes and in-services, the length and dates of vacations, and the days designated as legal school holidays. The school calendar shall have a minimum of 185 days to ensure 179 days of actual student attendance.

Commemorative Holidays

The teachers and students shall devote a portion of the school day on each commemorative holiday designated in the School Code to study and honor the commemorated person or occasion. The Board may, from time to time, designate a regular school day as a commemorative holiday.

School Day

The Board establishes the length of the school day with the recommendation of the Executive Director and subject to State law requirements. The Executive Director or designee shall ensure that observances required by State law are followed during each day of school attendance.

LEGAL REF.: 105 ILCS 5/10-19, 5/10-19.05, 5/10-20.56, 5/10-20.46, 5/10-30, 5/18-12, 5/18-12.5, 5/24-2, 5/27-3, 5/27-18, 5/27-19, 5/27-20, 5/27-20.1, and 5/27-20.2.
10 ILCS 5/11-4.1, Election Code.
5 ILCS 490/, State Commemorative Dates Act.
23 Ill.Admin.Code §1.420(f).
Metzl v. Leininger, 850 F.Supp. 740 (N.D. Ill. 1994), *aff'd* by 57 F.3d 618 (7th Cir. 1995).

CROSS REF.: 2:20 (Powers and Duties of the ~~Governing~~ Board; Indemnification), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:184 (Leaves, Holidays and Vacations), 5:200 (Terms and Conditions of Employment and Dismissal), ~~5:330 (Sick Days, Vacation, Holidays, and Leaves)~~, 6:60 (Curriculum Content), 6:70 (Teaching About Religions), 7:90 (Release During School Hours)

ADOPTED:

Instruction

Organization of Instruction

The grouping and housing of instructional levels in member district facilities shall be according to plans developed by the Executive Director in cooperation with the member districts and approved by the Board of ~~Control~~ Directors.

The Executive Director shall annually develop a plan for organizing instructional levels and assigning them to school facilities.

CROSS REF.: 7:30 (Student Assignment)

ADOPTED:

Instruction

Programs and Curriculum Development

In order to provide instructional services for the students with disabilities served in member districts, the Executive Director, in consultation with the Board of ~~Control~~ Directors, shall develop a plan of services. It shall be a plan that is educationally sound and that justifies itself in substantial benefits to the students served.

The plan shall ensure that member districts have available a full continuum of services.

The Executive Director shall develop a curriculum review program to monitor the current curriculum and promptly suggest changes to make the curriculum more effective, to take advantage of improved teaching methods and materials, and to be responsive to social change, technological developments, student needs, and community expectations.

The Executive Director shall report to the Board as appropriate, the curriculum review program's efforts to:

1. Regularly evaluate the curriculum and instructional program.
2. Ensure the curriculum continues to meet the stated adoption criteria.
3. Include input from a cross-section of stakeholders.
4. Coordinate with the process for evaluating the instructional program and materials.

LEGAL REF.: 34 C.F.R. Part 106.
105 ILCS 5/10-20.8 and 5/10-19.

CROSS REF.: 6:60 (Curriculum Content), 6:70 (Teaching About Religions), 6:80 (Teaching About Controversial Issues) 6:100 (Using Animals in the Educational Program), 6:120 (Education of Children with Disabilities, 6:140 (Education of Homeless Children), 6:150 (Home and Hospital Instruction), 6:160 (English Learners), 6:180 (Extended Instructional Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights)

ADOPTED:

Instruction

School Wellness

Student wellness, including good nutrition and physical activity, shall be promoted in SASSED's educational program, school-based activities, and meal programs. This policy shall be interpreted consistently with Section 204 of the Child Nutrition and WIC Reauthorization Act of 2004 and the Healthy Hunger-Free Kids Act of 2010 (HHFKA).

The Executive Director will ensure:

1. Each school building SASSED utilizes complies with this policy;
2. The policy is available to the community on an annual basis through copies of or online access to the Board Policy Manual; and
3. The community is informed about the progress of this policy's implementation.

Goals for Nutrition Education and Nutrition Promotion

The goals for addressing nutrition education and nutrition promotion include the following:

- Programs will support and promote sound nutrition for students.
- Programs will foster the positive relationship between sound nutrition, physical activity, and the capacity of students to develop and learn.
- Nutrition education will be part of the SASSED comprehensive health education curriculum. See Board policy 6:60, *Curriculum Content*.

Goals for Physical Activity

The goals for addressing physical activity include the following:

- SASSED programs will support and promote an active lifestyle for students.
- Physical education will be taught in all grades and shall include a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. See policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.
- Unless otherwise exempted, all students are required to engage in a physical education course with such frequency as determined by the Board after recommendation from the Executive Director, but at a minimum of three days per five-day week. See policies 6:60, *Curriculum Content* and 7:260, *Exemption from Physical Education*.
- The curriculum will be consistent with and incorporate relevant *Illinois Learning Standards for Physical Development and Health* as established by the Ill. State Board of Education (ISBE).

Nutrition Guidelines for Foods Available During the School Day; Marketing Prohibited

Students will be offered and schools will promote nutritious food and beverage choices during the school day that are consistent with Board policy 4:120, *Food Services* (requiring compliance with the nutrition standards specified in the U.S. Dept. of Agriculture's (USDA) *Smart Snacks* rules).

In addition, in order to promote student health and reduce childhood obesity, the Executive Director or designee shall:

1. Restrict the sale of *competitive foods*, as defined by the USDA, in the food service areas during meal periods;

2. Comply with all ISBE rules; and
3. Prohibit marketing during the school day of foods and beverages that do not meet the standards listed in Board policy 4:120, *Food Services*, i.e., in-school marketing of food and beverage items must meet *competitive foods* standards.

Competitive foods standards do not apply to foods and beverages available, but not sold in school during the school day; e.g., brown bag lunches, foods for classroom parties, school celebrations, and reward incentives.

Exempted Fundraising Day (EFD) Requests

All food and beverages sold to students on the SASSED-operated campuses of participating schools during the school day must comply with the “general nutrition standards for competitive foods” specified in federal law.

ISBE rules prohibit EFDs for grades 8 and below in participating schools.

The Executive Director or designee in a participating school may grant an EFD for grades 9 through 12 in participating schools. To request an EFD and learn more about SASSED’s related procedure(s), contact the Executive Director or designee. SASSED’s procedures are subject to change. The number of EFDs for grades 9 through 12 in participating schools is set by ISBE rule.

Guidelines for Reimbursable School Meals

Reimbursable school meals served shall meet, at a minimum, the nutrition requirements and regulations for the National School Lunch Program and/or School Breakfast Program.

Unused Food Sharing Plan

In collaboration with SASSED’s local health department, the Executive Director or designee will:

1. Develop and support a food sharing plan (Plan) for unused food that is focused on needy students.
2. Implement the Plan throughout SASSED.
3. Ensure the Plan complies with the Richard B. Russell National School Lunch Act, as well as accompanying guidance from the U.S. Department of Agriculture on the Food Donation Program.
4. Ensure that any leftover food items are properly donated to combat potential food insecurity in SASSED’s community. *Properly* means in accordance with all federal regulations and State and local health and sanitation codes.

Monitoring

At least every three years, the Executive Director shall provide implementation data and/or reports to the Board concerning this policy’s implementation sufficient to allow the Board to monitor and adjust the policy (a triennial report). This triennial report must include without limitation each of the following:

- An assessment of SASSED’s implementation of the policy
- The extent to which schools in SASSED are in compliance with the policy
- The extent to which the policy compares to model local school wellness policies
- A description of the progress made in attaining the goals of the policy
- How SASSED will make the results of the assessment available to the public
- Where SASSED will retain records of the assessment

The Board will monitor and adjust the policy pursuant to policy 2:240, *Board Policy Development*.

Community Involvement

The Board and Executive Director will actively invite suggestions and comments concerning the development, implementation, periodic reviews, and updates of the school wellness policy from

parents, students, representatives of the school food authority, teachers of physical education, school health professionals, the Board, school administrators, and the community. *Community involvement methods shall align their suggestions and comments to policy 2:140, Communications to and from the Board, and/or the “Community Engagement” subhead added in policy 8:10, Connection with the Community.*

Recordkeeping

The Executive Director shall retain records to document compliance with this policy, SASSED’s records retention protocols, and the Local Records Act.

LEGAL REF.: Pub. L. 108-265, Sec. 204, Child Nutrition and WIC Reauthorization Act of 2004.
 42 U.S.C. §1771 et seq., Child Nutrition Act of 1966.
 42 U.S.C. §1751 et seq., National School Lunch Act.
 42 U.S.C. §1758b, Pub. L. 111-296, Healthy, Hunger-Free Kids Act of 2010.
 42 U.S.C. §1779, as implemented by 7 C.F.R. §§210.11 and 210.31.
 50 ILCS 205/ Local Records Act.
 105 ILCS 5/2-3.139.
 23 Ill.Admin.Code Part 305, Food Program.
 ISBE’s *School Wellness Policy* Goal, adopted Oct. 2007.

CROSS REF.: 2:140 (Communications To and From the Board), 2:150 (Committees), 2:240
 (Board Policy Development), 4:120 (Food Services), 5:100 (Staff Development
 Program), 6:60 (Curriculum Content), 7:260 (Exemption from Physical
 Education), 8:10 (Connection with the Community)

ADOPTED:

Instruction

Curriculum Content

The curriculum shall contain instruction on subjects required by State statute or regulation as follows:

1. In kindergarten through grade 8, subjects include: (a) language arts, (b) reading, (c) other communication skills, (d) science, (e) mathematics, (f) social studies, (g) art, (h) music, and (i) drug and substance abuse prevention including the dangers of opioid abuse. A reading opportunity of 60 minutes per day will be promoted for all students in kindergarten through grade 3 whose reading levels are one grade level or more lower than their current grade level. Daily time of at least 30 minutes (with a minimum of at least 15 consecutive minutes if divided) will be provided for supervised, unstructured, child-directed play for all students in kindergarten through grade 5. Before the completion of grade 5, students will be offered at least one unit of cursive instruction. In grades 6, 7, or 8, students must receive at least one semester of civics education in accordance with Illinois Learning Standards for social science.
2. In grades 9 through 12, subjects include: (a) language arts, (b) writing intensive courses, (c) science, (d) mathematics, (e) social studies including U.S. history, American government and one semester of civics, (f) foreign language, (g) music, (h) art, (i) driver and safety education, and (j) vocational education.

~~Students otherwise eligible to take a driver education course must receive a passing grade in at least eight courses during the previous two semesters before enrolling in the course. The Executive Director or designee may waive this requirement if he or she believes a waiver to be in the student's best interest. The course shall include: (a) instruction necessary for the safe operation of motor vehicles, including motorcycles, to the extent that they can be taught in the classroom, (b) classroom instruction on distracted driving as a major traffic safety issue, (c) instruction on required safety and driving precautions that must be observed at emergency situations, highway construction and maintenance zones, and railroad crossings and their approaches, and (d) instruction concerning law enforcement procedures for traffic stops, including a demonstration of the proper actions to be taken during a traffic stop and appropriate interactions with law enforcement. Automobile safety instruction covering traffic regulations and highway safety must include instruction on the consequences of alcohol consumption and the operation of a motor vehicle. The eligibility requirements contained in State law for the receipt of a certificate of completion from the Secretary of State shall be provided to students in writing at the time of their registration.~~

3. In grades 7 through 12, ~~as well as in interscholastic athletic programs,~~ steroid abuse prevention must be taught.
4. In kindergarten through grade 12, provided it can be funded by private grants or the federal government, violence prevention and conflict resolution must be stressed, including: (a) causes of conflict, (b) consequences of violent behavior, (c) non-violent resolution, and (d) relationships between drugs, alcohol, and violence. In addition, anti-bias education and intergroup conflict resolution may be taught as an effective method for preventing violence and lessening tensions in schools; these prevention methods are most effective when they are respectful of individuals and their divergent viewpoints and religious beliefs, which are protected by the First Amendment to the Constitution of the United States.

5. In grades kindergarten through 12, age-appropriate Internet safety must be taught, the scope of which shall be determined by the Executive Director or designee. The curriculum must incorporate policy 6:235, *Access to Electronic Networks* and, at a minimum, include: (a) education about appropriate online behavior, (b) interacting with other individuals on social networking websites and in chat rooms, and (c) cyberbullying awareness and response.
6. In all grades, students must receive developmentally appropriate opportunities to gain computer literacy skills that are embedded in the curriculum.
7. In all grades, character education must be taught including respect, responsibility, fairness, caring, trustworthiness, and citizenship in order to raise students' honesty, kindness, justice, discipline, respect for others, and moral courage. Instruction in all grades will include examples of behaviors that violate policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*.
8. In all schools, citizenship values must be taught, including: (a) American patriotism, (b) principles of representative government (the American Declaration of Independence, the Constitution of the United States of America and the Constitution of the State of Illinois), (c) proper use and display of the American flag, (d) the Pledge of Allegiance, and (e) the voting process.
9. In all grades, physical education must be taught including a developmentally planned and sequential curriculum that fosters the development of movement skills, enhances health-related fitness, increases students' knowledge, offers direct opportunities to learn how to work cooperatively in a group setting, and encourages healthy habits and attitudes for a healthy lifestyle. Unless otherwise exempted, all students are required to engage in a physical education course with such frequency as determined by the Board after recommendation from the Executive Director, but at a minimum of three days per five-day week. For exemptions and substitutions, see policies 6:310, *High School Credit for Non-District Experiences; Course Substitutions; Re-Entering Students* and 7:260, *Exemption from Physical Education*.
10. In all schools, health education must be stressed, including: (a) proper nutrition, (b) physical fitness, (c) components necessary to develop a sound mind in a healthy body, (d) dangers and avoidance of abduction, and (e) age-appropriate and evidence-informed sexual abuse and assault awareness and prevention education in all grades. The Executive Director shall implement a comprehensive health education program in accordance with State law.
11. In all schools, career/vocational education must be taught, including: (a) the importance of work, (b) the development of basic skills to enter the world of work and/or continue formal education, (c) good work habits and values, (d) the relationship between learning and work, and (e) if possible, a student work program that provides the student with work experience as an extension of the regular classroom. A career awareness and exploration program must be available at all grade levels.
12. In grades 9 through 12, consumer education must be taught, including: (a) financial literacy, including consumer debt and installment purchasing (including credit scoring, managing credit debt, and completing a loan application); budgeting; savings and investing; banking (including balancing a checkbook, opening a deposit account, and the use of interest rates); understanding simple contracts; State and federal income taxes; personal insurance policies; the comparison of prices; higher education student loans; identity-theft security; and homeownership (including the basic process of obtaining a mortgage and the concepts of fixed and adjustable rate mortgages, subprime loans, and predatory lending); and (b) the roles of consumers interacting with agriculture, business, labor unions and government in formulating and achieving the goals of the mixed free enterprise system.

13. Beginning in the fall of 2022, in grades 9 through 12, intensive instruction in computer literacy, which may be included as a part of English, social studies, or any other subject.
14. Beginning in the fall of 2022, in grades 9 through 12, a unit of instruction on media literacy that includes, but is not limited to, all of the following topics: (a) accessing information to evaluate multiple media platforms and better understand the general landscape and economics of the platforms, and issues regarding the trustworthiness of the source of information; (b) analyzing and evaluating media messages to deconstruct media representations according to the authors, target audience, techniques, agenda setting, stereotypes, and authenticity to distinguish fact from opinion; (c) creating media to convey a coherent message using multimodal practices to a specific target audience that includes, but is not limited to, writing blogs, composing songs, designing video games, producing podcasts, making videos, or coding a mobile or software application; (d) reflecting on media consumption to assess how media affects the consumption of information and how it triggers emotions and behavior; and (e) social responsibility and civics to suggest a plan of action in the class, school, or community for engaging others in a respectful, thoughtful, and inclusive dialogue over a specific issue using facts and reason.
15. Beginning in the fall of 2023, in grades 9 through 12, an opportunity for students to take at least one computer science course aligned to Illinois learning standards. *Computer science* means the study of computers and algorithms, including their principles, hardware and software designs, implementation, and impact on society. Computer science does not include the study of everyday uses of computers and computer applications; e.g., keyboarding or accessing the Internet.
16. In all schools, conservation of natural resources must be taught, including: (a) home ecology, (b) endangered species, (c) threats to the environment, and (d) the importance of the environment to life as we know it.
17. In all schools, United States (U.S.) history must be taught, including: (a) the principles of representative government, (b) the Constitutions of the U.S. and Illinois, (c) the role of the U.S. in world affairs, (d) the role of labor unions, (e) the role and contributions of ethnic groups, including but not limited to, the African Americans, Albanians, Asian Americans, Bohemians, Czechs, French, Germans, Hispanics (including the events related to the forceful removal and illegal deportation of Mexican-American U.S. citizens during the Great Depression), Hungarians, Irish, Italians, Lithuanians, Polish, Russians, Scots, and Slovaks in the history of this country and State, (f) a study of the roles and contributions of lesbian, gay, bisexual, and transgender (LGBT) people in the history of the U.S. and Illinois, (g) Illinois history, and (h) the contributions made to society by Americans of different faith practices, including, but not limited to, Muslim Americans, Jewish Americans, Christian Americans, Hindu Americans, Sikh Americans, Buddhist Americans, and any other collective community of faith that has shaped America.

In addition, all schools shall hold an educational program on the United States Constitution on Constitution Day, each September 17, commemorating the September 17, 1787 signing of the Constitution. However, when September 17 falls on a Saturday, Sunday, or holiday, Constitution Day shall be held during the preceding or following week.

18. In grade 7 and all high school courses concerning U.S. history or a combination of U.S. history and American government, students must view a Congressional Medal of Honor film made by the Congressional Medal of Honor Foundation, provided there is no cost for the film.

19. In all schools, the curriculum includes instruction as determined by the Executive Director or designee on the Holocaust and crimes of genocide, including Nazi atrocities of 1933-1945, Armenian Genocide, the Famine-Genocide in Ukraine, and more recent atrocities in Cambodia, Bosnia, Rwanda, and Sudan.
20. In all schools, the curriculum includes instruction as determined by the Executive Director or designee on the history, struggles, and contributions of women.
21. In all schools, the curriculum includes instruction as determined by the Executive Director or designee on Black History, including the history of the pre-enslavement of Black people from 3,000 BCE to AD 1619, the African slave trade, slavery in America, the study of the reasons why Black people came to be enslaved, the vestiges of slavery in this country, the study of the American civil rights renaissance, as well as the struggles and contributions of African-Americans.
22. In all schools offering a secondary agricultural education program, the curriculum includes courses as required by 105 ILCS 5/2-3.80.
23. In all schools, instruction during courses as determined by the Executive Director or designee on disability history, awareness, and the disability rights movement.
24. Beginning in the fall of 2022, in all schools, instruction as determined by the Executive Director or designee on the events of Asian American history, including the history of Asian Americans in Illinois and the Midwest, as well as the contributions of Asian Americans toward advancing civil rights from the 19th century onward, which must include the contributions made by individual Asian Americans in government and the arts, humanities, and sciences, as well as the contributions of Asian American communities to the economic, cultural, social, and political development of the United States.
25. In kindergarten through grade 8, education must be available to students concerning effective methods of preventing and avoiding traffic injuries related to walking and bicycling.

LEGAL REF.: Pub. L. No. 108-447, Section 111 of Division J, Consolidated Appropriations Act of 2005.
Pub. L. No. 110-385, Title II, 122 stat. 4096 (2008), Protecting Children in the 21st Century Act.
47 C.F.R. §54.520.
5 ILCS 465/3 and 465/3a.
20 ILCS 2605/2605-480.
105 ILCS 5/2-3.80(e) and (f), 5/10-20.73 (final citation pending), 5/10-23.13, 5/27-3, 5/27-3.5, 5/27-5, 5/27-6, 5/27-6.5, 5/27-7, 5/27-12, 5/27-12.1, 5/27-13.1, 5/27-13.2, 5/27-20.08, 5/27-20.3, 5/27-20.4, 5/27-20.5, 5/27-20.7, 5/27-20.8, 5/27-21, 5/27-22, 5/27-23.3, 5/27-23.4, 5/27-23.7, 5/27-23.8, 5/27-23.10, 5/27-23.11, 5/27-23.15, 5/27-24.1, and 5/27-24.2.
105 ILCS 110/3, Comprehensive Health Education Program.
105 ILCS 435/, Vocational Education Act.
625 ILCS 5/6-408.5, Ill. Vehicle Code.
23 Ill.Admin.Code §§1.420, 1.425, 1.430, and 1.440.

CROSS REF.: 4:165 (Awareness and Prevention of Child Sex Abuse and Grooming Behaviors), 6:20 (School Year Calendar and Day), 6:40 (Curriculum Development), 6:70 (Teaching About Religions), 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:260 (Exemption from Physical Education)

ADOPTED:

Instruction

Student Social and Emotional Development

Social and emotional learning (SEL) is defined as the process through which students enhance their ability to integrate thinking, feeling, and behaving to achieve important life tasks. Students competent in SEL are able to recognize and manage their emotions, establish healthy relationships, set positive goals, meet personal and social needs, and make responsible and ethical decisions.

The Executive Director shall incorporate SEL into SASSED's curriculum and other educational programs consistent with the Cooperative's mission and the goals and benchmarks of the Ill. Learning Standards. The Ill. Learning Standards include three goals for students:

1. Develop self-awareness and self-management skills to achieve school and life success.
2. Use social-awareness and interpersonal skills to establish and maintain positive relationships.
3. Demonstrate decision-making skills and responsible behaviors in personal, school, and community contexts.

The incorporation of SEL objectives into SASSED's curriculum and other educational programs may include but is not limited to:

1. Classroom and program-wide programming to foster a safe, supportive learning environment where students feel respected and valued. This may include incorporating scientifically based, age-and-culturally appropriate classroom instruction, SASSED-wide, and program-wide strategies that teach SEL skills, promote optimal mental health, and prevent risk behaviors for all students.
2. Staff development and training to promote students' SEL development. This may include providing all personnel with age-appropriate academic and SEL and how to promote it.
3. Parent/Guardian and family involvement to promote students' SEL development. This may include providing parents/guardians and families with learning opportunities related to the importance of their children's optimal SEL development and ways to enhance it.
4. Community partnerships to promote students' SEL development. This may include establishing partnerships with diverse community agencies and organizations to assure a coordinated approach to addressing children's mental health and SEL development.
5. Early identification and intervention to enhance students' school readiness, academic success, and use of good citizenship skills. This may include development of a system and procedures for periodic and universal screening, assessment, and early intervention for students who have significant risk factors for social, emotional, or mental health conditions that impact learning.
6. Treatment to prevent or minimize mental health conditions in students. This may include building and strengthening referral and follow-up procedures for providing effective clinical services for students with social, emotional, and mental health conditions that impact learning. This may include student and family support services, school-based behavioral health services, and school-community linked services and supports.
7. Assessment and accountability for teaching SEL skills to all students. This may include implementation of a process to assess and report baseline information and ongoing progress

about school climate, students' social and emotional development, and academic performance.

LEGAL REF.: Children's Mental Health Act, 405 ILCS 49/.

CROSS REF.: 1:30, (SASED Philosophy), 6:10 (Educational Philosophy and Objectives), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

ADOPTED:

Instruction

Teaching About Religions

SASED's curriculum may include the study of religions as they relate to geography, history, culture, and the development of various ethnic groups. The study of religions shall give neither preferential nor derogatory treatment to any single religion, religious belief, or to religion in general. The study of religions shall be treated as an academic subject with no emphasis on the advancement or practice of religion.

LEGAL REF.: School Dist. of Abington Twp v. Schempp, 374 U.S. 203 (1963).
Allegheny County v. ACLU Pittsburgh Chapter, 492 U.S. 573 (1989).

CROSS REF.: 6:20 (School Year Calendar and Day), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:255 (Assemblies and Ceremonies)

ADOPTED:

Instruction

Teaching About Controversial Issues

The Executive Director shall ensure that all SASED-sponsored presentations and discussions of controversial or sensitive topics in the instructional program, including those made by guest speakers, are:

- Age-appropriate. Proper decorum, considering the students' ages, should be followed.
- Consistent with the curriculum and serve an educational purpose.
- Informative and present a balanced view.
- Respectful of the rights and opinions of everyone. Emotional criticisms and hurtful sarcasm should be avoided.
- Not tolerant of profanity or slander.

SASED specifically reserves its right to stop any Program or service-sponsored activity that it determines violates this policy, is harmful to SASED or the students, or violates State or federal law.

LEGAL REF.: Garcetti v. Ceballos, 547 U.S. 410 (2006).
Mayer v. Monroe Cnty. Cmty. Sch. Corp., 474 F.3d 477 (7th Cir. 2007).

CROSS REF.: 6:40 (Curriculum Development), 6:255 (Assemblies and Ceremonies)

ADOPTED:

Instruction

Using Animals in the Educational Program

Animals may be brought into school facilities for educational purposes according to procedures developed by the Executive Director in conjunction with host district policies and procedures assuring: (a) the animal is appropriately housed, humanely cared for, and properly handled, and (b) students will not be exposed to a dangerous animal or an unhealthy environment.

Animal Experiments

Experiments on living animals are prohibited; however, behavior studies that do not impair an animal's health or safety are permissible.

Animal Dissection

The dissection of dead animals or parts of dead animals shall be allowed in the classroom only when the dissection exercise contributes to or is a part of an illustration of pertinent study materials. All dissection of animals shall be confined to the classroom and must comply with the School Code.

Students who object to performing, participating in, or observing the dissection of animals are excused from classroom attendance without penalty during times when such activities are taking place. No student will be penalized or disciplined for refusing to perform, participate in, or observe a dissection. The Executive Director or designee shall inform students of: (1) their right to refrain from performing, participating in, or observing dissection, and (2) which courses contain a dissection unit and which of those courses offers an alternative project.

LEGAL REF.: 105 ILCS 5/2-3.122, 5/27-14, and 112/.

CROSS REF.: 6:40 (Curriculum Development)

ADOPTED:

Instruction

Education of Children with Disabilities

SASED and its participating districts shall provide a free appropriate public education in the least restrictive environment and necessary related services to all children with disabilities enrolled in the districts, as required by the Individuals With Disabilities Education Act (IDEA) and implementing provisions of the School Code, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act. The term *children with disabilities*, as used in this policy, means children between ages 3 and 21 (inclusive) for whom it is determined, through definitions and procedures described in the Ill. State Board of Education (ISBE) *Special Education* rules, that special education services are needed. Children with disabilities who turn 22 years old during the school year are eligible for such services through the end of the school year.

For students eligible for services under IDEA, SASED shall follow procedures for identification, evaluation, placement, and delivery of services to children with disabilities provided in the ISBE *Special Education* rules. For those students who are not eligible for services under IDEA, but because of disability as defined by Section 504 of the Rehabilitation Act of 1973, need or are believed to need special instruction or related services, participating districts shall establish and implement a system of procedural safeguards. The safeguards shall cover students' identification, evaluation, and educational placement. This system shall include notice, an opportunity for the student's parent(s)/guardian(s) to examine relevant records, an impartial hearing with opportunity for participation by the student's parent(s)/guardian(s), representation by counsel, and a review procedure.

SASED and participating districts may maintain membership in one or more cooperative associations that shall assist them in fulfilling their obligations to their students with disabilities.

If necessary, students in participating districts may also be placed in nonpublic special education programs or education facilities.

LEGAL REF.: 20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.
29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.
42 U.S.C. §12101 et seq., Americans With Disabilities Act.
34 C.F.R. Part 106.
34 C.F.R. Part 300.
105 ILCS 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b.
23 Ill.Admin.Code Part 226.

CROSS REF.: 2:150 (Committees), 7:230 (Misconduct by Students with Disabilities)

ADOPTED:

Instruction

Education of Homeless Children

Each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths, including a public pre-school education. A *homeless child* is defined as provided in the McKinney-Vento Homeless Assistance Act and the Ill. Education for Homeless Children Act. Based on homeless status as determined by the participating district and upon placement in SASED programs, SASED will provide appropriate services.

LEGAL REF.: McKinney-Vento Homeless Assistance Act, 42 U.S.C. §11431 et seq.
Ill. Education for Homeless Children Act, 105 ILCS 45/.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:110 (Transportation), 7:10 (Equal Educational Opportunities), 7:30 (Student Assignment), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students)

ADOPTED:

Instruction

Home and Hospital Instruction

A student who is absent from a SASED program, or whose physician, physician assistant, or advanced practice registered nurse anticipates that the student will be absent from school, because of a medical condition may be eligible for instruction in the student's home or hospital. Eligibility shall be determined by State law and the Illinois State Board of Education rules governing (1) the continuum of placement options for students who have been identified for special education services or (2) the home and hospital services. Appropriate educational services from qualified staff will begin no later than five school days after receiving a written statement from: (1) a physician licensed to practice medicine in all of its branches, (2) a licensed physician assistant, or (3) a licensed advanced practice registered nurse. Instructional or related services for a student receiving special education services will be determined by the student's individualized education program. The student's home district shall assume responsibility for the student's educational services after notification has been given by SASED.

The home district of a student who is unable to attend a SASED program because of pregnancy is responsible to provide home instruction, correspondence courses, or other courses of instruction (1) before the birth of the child when the student's physician, physician assistant, or advanced practice registered nurse indicates, in writing, that she is medically unable to attend regular classroom instruction, and (2) for up to three months after the child's birth or a miscarriage.

Periodic conferences will be held between appropriate SASED personnel, district personnel, parent(s)/guardian(s), and hospital staff to coordinate course work and facilitate a student's return to school.

LEGAL REF.: 105 ILCS 5/10-19.05(e), 5/10-22.6a, 5/14-13.01, and 5/18-4.5.
23 Ill.Admin.Code §§1.520, 1.610, and 226.300.

CROSS REF.: 6:120 (Education of Children with Disabilities), 7:10 (Equal Educational Opportunity), 7:280 (Communicable and Chronic Infectious Disease)

ADOPTED:

Instruction

English Learners

The Cooperative offers opportunities for English Learners in SASSED programs to achieve at high levels in academic subjects and to meet the same challenging State academic standards that all children are expected to meet. The Executive Director or designee shall develop and maintain a program for English Learners in coordination with each student's home district that will:

1. Assist all English Learners to achieve English proficiency, facilitate effective communication in English, and encourage their full participation in school activities and programs as well as promote participation by the parents/guardians of English Learners.
2. Determine the appropriate instructional program and environment for English Learners.
3. Annually assess the English proficiency of English Learners and monitor their progress in order to determine their readiness for a mainstream classroom environment.
4. Include English Learners, to the extent required by State and federal law, in the Cooperative's student assessment program to measure their achievement in reading/language arts and mathematics.
5. Provide information to the parents/guardians of English Learners about: (a) the reasons for their child's identification, (b) their child's level of English proficiency, (c) the method of instruction to be used, (d) how the program will meet their child's needs, (e) specific exit requirements of the program, (f) how the program will meet their child's individualized education program, and (g) information on parent/guardian rights. Parents/guardians will be regularly apprised of their child's progress and involvement will be encouraged.

Parent Involvement

Parents/guardians of English Learners will be informed how they can: (1) be involved in the education of their children; (2) be active participants in assisting their children to attain English proficiency, achieve at high levels within a well-rounded education, and meet the challenging State academic standards expected of all students.

LEGAL REF.: 20 U.S.C. §§6312, 6314, 6315, and 6318.
20 U.S.C. §6801 et seq.
34 C.F.R. Part 200.
105 ILCS 5/14C-1 et seq.
23 Ill.Admin.Code Part 228.

CROSS REF.: 6:15 (School Accountability), 6:340 (Student Testing and Assessment Program)

ADOPTED:

Instruction

Extended Instructional Programs

SASED may offer the following programs in accordance with State law and SASED's educational philosophy:

1. Nursery schools for children between the ages of 2 and 6 years.
2. Before-and after-school programs for students in grades K-6.
3. Child care and training center for pre-school children and for students whose parents work.
4. Model day care services program in cooperation with the State Board of Education.
5. Tutorial program.
6. Adult education program.
7. Outdoor education program.
8. Summer school, whether for credit or not.
9. [Extended School Year](#).
10. Independent study, whether for credit or not.
11. Support services and instruction for students who are, or whose parents/guardians are, chemically dependent.
12. Anti-bias education and activities to address intergroup conflict resolution.
13. Volunteer service credit program.
14. Vocational academy.
15. Advanced vocational training and/or career education program.

LEGAL REF.: 105 ILCS 5/10-22.18a, 5/10-22.18b, 5/10-22.18c, 5/10-22.20, 5/10-22.20a, 5/10-22.20b, 5/10-22.20c, 5/10-22.29, 5/10-22.33A, 5/10-22.33B, 5/10-23.2, 5/27-22.1, 5/27-22.3, 5/27-23.6.
105 ILCS 110/3, Comprehensive Health Education Program.
105 ILCS 433/, Vocational Academies Act.

ADOPTED:

Instruction

Extracurricular and Co-Curricular Activities

Extracurricular or co-curricular activities are school-sponsored programs for which some or all of the activities are outside the instructional day. They do not include field trips, homework, or occasional work required outside the school day for a scheduled class. *Co-curricular activity* refers to an activity associated with the curriculum in a regular classroom and is generally required for class credit. *Extracurricular activity* refers to an activity that is not part of the curriculum, is not graded, does not offer credit, and does not take place during classroom time; it includes competitive interscholastic activities and clubs.

The Executive Director must approve an activity in order for it to be considered a SASED-sponsored extracurricular or co-curricular activity, using the following criteria:

1. The activity will contribute to the leadership abilities, social well-being, self-realization, good citizenship, or general growth of student-participants.
2. Fees assessed students are reasonable and do not exceed the actual cost of operation.
3. SASED has sufficient financial resources for the activity.
4. Student body desires are considered.
5. The activity will be supervised by a SASED-approved sponsor.

Non-school sponsored student groups are governed by Board policy.

LEGAL REF.: 105 ILCS 5/10-20.30 and 5/24-24.

CROSS REF.: 4:170 (Safety), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:330 (Student Use of Buildings - Equal Access), 8:20 (Community Use of SASED Facilities)

ADOPTED:

Instruction

Instructional Materials

All SASSED classrooms and learning centers should be equipped with an evenly-proportioned, wide assortment of instructional materials, including textbooks, workbooks, audio-visual materials, and electronic materials. These materials should provide quality learning experiences for students and:

1. Enrich and support the curriculum;
2. Stimulate growth in knowledge, literary appreciation, aesthetic values, and ethical standards;
3. Provide background information to enable students to make informed judgments and promote critical reading and thinking;
4. Depict in an accurate and unbiased way the cultural diversity and pluralistic nature of American society; and
5. Contribute to a sense of the worth of all people regardless of sex, race, religion, nationality, ethnic origin, sexual orientation, disability, or any other differences that may exist.

The Executive Director or designee shall annually provide a list or description of textbooks and instructional materials used in SASSED classrooms to the Board. Anyone may inspect any textbook or instructional material.

Teachers are encouraged to use age-appropriate supplemental material only when it will enhance, or otherwise illustrate, the subjects being taught. No R-rated movie shall be shown to students unless prior approval is received from the Executive Director or designee, and no movie rated NC-17 (no one 17 and under admitted) shall be shown under any circumstances. These restrictions apply to television programs and other media with equivalent ratings. The Executive Director or designee shall give parents/guardians an opportunity to request that their child not participate in a class showing a movie, television program, or other media with an R or equivalent rating.

Instructional Materials Selection and Adoption

The Executive Director shall approve the selection of all textbooks and instructional materials according to the standards described in this policy. The School Code governs the adoption and purchase of textbooks and instructional materials.

LEGAL REF.: 105 ILCS 5/10-20.8 and 5/28-19.1.

CROSS REF.: 6:30 (Organization of Instruction), 6:40 (Curriculum Development), 6:80 (Teaching About Controversial Issues), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:10 (Equal Educational Opportunities), 7:15 (Student and Family Privacy Rights), 8:110 (Public Suggestions and Concerns)

ADOPTED:

Instruction

Access to Electronic Networks

Electronic networks are a part of SASED/member districts' instructional program and serve to promote educational excellence by facilitating resource sharing, innovation, and communication.

The term *electronic networks* includes all of ~~the Cooperative~~ SASED and its member districts' technology resources, including, but not limited to:

1. ~~The Cooperative~~ SASED and its /member districts' local-area and wide-area networks, including wireless networks (Wi-Fi), Cooperative/member district-issued Wi-Fi hotspots, and any Cooperative/member district servers or other networking infrastructure;
2. Access to the Internet or other online resources via ~~the Cooperative~~ SASED and its /member districts' networks or to any District-issued online account from any computer or device, regardless of location;
3. ~~Cooperative~~ SASED and its /member district-owned or ~~Cooperative~~ SASED and its /member district-issued computers, laptops, tablets, phones, or similar devices.

The Executive Director shall develop an implementation plan for this policy and appoint system administrator(s).

SASED/member district is not responsible for any information that may be lost or damaged, or become unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. Furthermore, SASED/member districts will not be responsible for any unauthorized charges or fees resulting from access to the Internet.

Curriculum

The use of SASED/member districts' electronic networks shall: (1) be consistent with the curriculum adopted by SASED/member districts as well as the varied instructional needs, learning styles, abilities, and developmental levels of the students, and (2) comply with the selection criteria for instructional materials and library-media center materials. As required by federal law and Board policy 6:60, *Curriculum Content*, students will be educated about appropriate online behavior, including but not limited to: (1) interacting with other individuals on social networking websites and in chat rooms, and (2) cyberbullying awareness and response. Staff members may, consistent with the Executive Director's implementation plan, use the Internet throughout the curriculum.

SASED/member districts' electronic network is part of the curriculum and is not a public forum for general use.

Acceptable Use

All use of the SASED/member districts' electronic networks must be: (1) in support of education and/or research, and be in furtherance of the goals stated herein, or (2) for a legitimate school business purpose. Use is a privilege, not a right. Students and staff members have no expectation of privacy in any material that is stored, transmitted, or received via SASED/member districts' electronic network or SASED/member districts' computers. General rules for behavior and communications apply when using electronic networks. SASED/member districts' administrative procedure, *Acceptable Use of the Cooperative's Electronic Networks*, contains the appropriate uses, ethics, and protocol. Electronic communications and downloaded material, including files deleted from a user's account but not erased, may be monitored or read by school officials.

Internet Safety

Technology protection measures shall be used on each SASSED/member district computer with Internet access. They shall include a filtering device that protects against Internet access by both adults and minors to visual depictions that are: (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by federal law and as determined by the Executive Director or designee. The Executive Director or designee shall enforce the use of such filtering devices for a bona fide research or other lawful purpose, provided the person received prior permission from the Executive Director or system administrator. The Executive Director or designee shall include measures in this policy's implementation plan to address the following:

1. Ensure staff supervision of student access to online electronic networks,
2. Restrict student access to inappropriate matter as well as restricting access to harmful materials,
3. Ensure student and staff privacy, safety, and security when using electronic communications,
4. Restrict unauthorized access, including "hacking" and other unlawful activities, and
5. Restrict unauthorized disclosure, use, and dissemination of personal identification information, such as, names and addresses.

Authorization for Electronic Network Access

Each staff member must sign SASSED and the host member districts' *Authorization for Access to the District's Electronic Networks* as a condition for using SASSED/member districts' electronic network. Each student and his or her parent(s)/guardian(s) must sign the *Authorization* before being granted unsupervised use.

Confidentiality

All users of SASSED/member districts' computers to access the Internet shall maintain the confidentiality of student records. Reasonable measures to protect against unreasonable access shall be taken before confidential student information is loaded onto the network.

Violations

The failure of any student or staff member to follow the terms of the SASSED or host district administrative procedure, *Acceptable Use of the District's Electronic Networks*, or this policy, will result in the loss of privileges, disciplinary action, and/or appropriate legal action.

LEGAL REF.: 20 U.S.C. §7131, Elementary and Secondary Education Act.
47 U.S.C. §254(h) and (l), Children's Internet Protection Act.
47 C.F.R. Part 54, Subpart F, Universal Service Support for Schools and Libraries.
115 ILCS 5/14(c-5), Ill. Educational Labor Relations Act.
720 ILCS 5/26.5.

CROSS REF.: 5:100 (Staff Development Program), 5:170 (Copyright), 6:40 (Curriculum Development), 6:60 (Curriculum Content), 6:210 (Instructional Materials), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:310 (Restrictions on Publications; Elementary Schools) , 7:315 (Restrictions on Publications; High Schools), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

ADOPTED:

Instruction

Field Trips and Recreational Class Trips

Field trips are permissible when the experiences are a part of the school curriculum and/or contribute to SASED's educational goals.

All field trips must have the Executive Director or designee's prior approval, except that field trips beyond a 200-mile radius of the school or extending overnight must have the prior approval of the Board. The following factors are analyzed when determining whether to approve a field trip: educational value, student safety, parent concerns, heightened security alerts, and liability concerns. On all field trips, a bus fee set by the Executive Director or designee may be charged to help defray the transportation costs.

Parents/guardians of students: (1) must provide consent to their child's participation in any field trip, and (2) are responsible for all entrance fees, food, lodging, or other costs, except that SASED will pay such costs for students who qualify for free or reduced school lunches. All non-participating students shall be provided an alternative experience. Any field trip may be cancelled without notice due to an unforeseen event or condition. Monies deposited may be forfeited.

Privately arranged trips, including those led by SASED staff members or host member district staff, shall not be represented as or construed to be sponsored by SASED. SASED does not provide liability protection for privately arranged trips and is not responsible for any damages arising from them.

LEGAL REF.: 105 ILCS 5/29-3.1.

CROSS REF.: 6:10 (Educational Philosophy and Objectives), 7:270 (Administering Medicines to Students)

ADOPTED:

Instruction

Community Resource Persons and Volunteers

The Board of ~~Control~~Directors encourages the use of resource persons and volunteers to: (1) increase students' educational attainment; (2) provide enrichment experiences for students; (3) increase the effective utilization of staff time and skills; (4) give more individual attention to students; and (5) promote greater community involvement.

Resource persons and volunteers may be used:

1. For non-teaching duties not requiring instructional judgment or evaluation of students;
2. For supervising study halls, long distance teaching reception areas used incident to instructional programs transmitted by electronic media (such as computers, video, and audio), detention and discipline areas, and school-sponsored extracurricular activities;
3. To assist with academic programs under a licensed teacher's immediate supervision;
4. To assist in times of violence or other traumatic incidents within SASSED and/or its member districts by providing crisis intervention services to lessen the effects of emotional trauma on staff, students, and the community, provided the volunteer meets the qualifications established by the Ill. School Crisis Assistance Team Steering Committee;
5. As a guest lecturer or resource person under a licensed teacher's direction and with the administration's approval; or
6. As supervisors, chaperones, or sponsors for non-academic school activities.

The Executive Director shall follow Board policy 4:175, *Convicted Child Sex Offender; Screening; Notifications*, to establish procedures for securing and screening resource persons and volunteers. A person who is a *sex offender*, as defined by the Sex Offender Registration Act, or a *violent offender against youth*, as defined in the Murderer and Violent Offender Against Youth Registration Act, is prohibited from being a resource person or volunteer. All volunteer coaches must comply with the requirement to report hazing in policy 5:90, *Abused and Neglected Child Reporting*.

Volunteers are covered under SASSED's liability insurance. They are not covered under Workmen's Compensation.

LEGAL REF.: 105 ILCS 5/10-22.34, 5/10-22.34a, and 5/10-22.34b.
720 ILCS 5/12C-50.1, Failure to Report Hazing.
730 ILCS 150/1 et seq., Sex Offender Registration Act.
730 ILCS 152/101 et seq., Sex Offender Community Notification Law.
730 ILCS 154/75 et seq., Murderer and Violent Offender Against Youth Community Notification Law.
730 ILCS 154/101 et seq., Murderer and Violent Offender Against Youth Registration Act.

CROSS REF.: 4:170 (Safety), 4:175 (Convicted Child Sex Offender; Screening; Notifications), 5:90 (Abused and Neglected Child Reporting), 5:280 (Duties and Qualifications), 8:30 (Visitors to and Conduct on School Property), 8:95 (Parental Involvement)

ADOPTED:

Instruction

Assemblies and Ceremonies

Assemblies must be approved by the Executive Director or designee and be consistent with SASSED's educational objectives.

While SASSED respects an individual's brief, quiet, personal religious observance(s), it shall not endorse or otherwise promote invocations, benedictions, and group prayers at any school assembly, ceremony, or other school-sponsored activity.

LEGAL REF.: Lee v. Weisman, 505 U.S. 577 (1992).
Santa Fe Independent Sch. Dist. v. Doe, 530 U.S. 290 (2000).
Kennedy v. Bremerton Sch. Dist., 142 S.Ct. 2407 (2022).
Jones v. Clear Creek Independent Sch. Dist., 930 F.2d 416 (5th Cir. 1991), *cert. granted, judgement vacated*, 505 U.S. 1215 (1992), *remand*, 977 F.2d 963, *reh'g denied*, 983 F.2d 234 (5th Cir. 1992), and *cert. denied*, 508 U.S. 967 (1993).

CROSS REF.: 6:70 (Teaching About Religion), 6:80 (Teaching About Controversial Issues)

ADOPTED:

Instruction

Complaints About Curriculum, Instructional Materials, and Programs

Parents/guardians have the right to inspect any instructional material used as part of their child's educational curriculum pursuant to Board policy 7:15, *Student and Family Privacy Rights*.

Parents/guardians, employees, and community members who believe that curriculum, instructional materials, or programs violate rights guaranteed by any law or Board policy may file a complaint using Board policy 2:260, *Uniform Grievance Procedure*.

Parents/guardians, employees, and community members with other suggestions or complaints about curriculum, instructional materials, or programs should complete a *Curriculum Objection* form. A parent/guardian may request that his/her child be exempt from using a particular instructional material or program by completing a *Curriculum Objection Form*. The Executive Director or designee shall establish criteria for the review of objections and inform the parent/guardian, employee, or community member, as applicable, of SASSED's decision.

LEGAL REF.: 20 U.S.C. §1232h, Protection of Pupil Rights Amendment.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 7:15 (Student and Family Privacy Rights), 8:110 (Public Suggestions and Concerns)

ADOPTED:

Instruction

Guidance and Counseling Program

SASED provides a guidance and counseling program for students. The Executive Director or designee shall direct SASED's guidance and counseling program. School counseling services, as described by State law, may be performed by a qualified guidance specialist or any certificated staff member.

Each staff member is responsible for effectively guiding students under his/her supervision in order to provide early identification of intellectual, emotional, social, or physical needs, diagnosis of any learning disabilities, and development of educational potential. SASED's counselors shall offer counseling to those students who require additional assistance.

The guidance program will assist students to identify career options consistent with their abilities, interests, and personal values. Students shall be encouraged to seek the help of counselors to develop specific curriculum goals that conform to the student's career objectives. High school juniors and seniors will have the opportunity to receive career-oriented information. Representatives from colleges and universities, occupational training institutions and career-oriented recruiters, including the military, may be given access to the school campus in order to provide students and parents/guardians with information.

LEGAL REF.: 105 ILCS 5/10-22.24a and 5/10-22.24b.
23 Ill.Admin.Code §1.420(q).

CROSS REF.: 6:50 (School Wellness), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:250 (Student Support Services), 7:290 (Suicide and Depression Awareness and Prevention)

ADOPTED:

Instruction

Grading and Promotion

The Executive Director or designee shall establish a system of grading and reporting academic achievement to students and their parents/guardians. The system shall also determine when promotion and graduation requirements are met. The decision to promote a student to the next grade level shall be based upon the recommendation of the IEP team, and shall be based on successful completion of the curriculum, attendance, and performance on the standardized tests required by the Illinois State Board of Education (ISBE) and/or other assessments. A student shall not be promoted based upon age or any other social reason not related to academic performance. The administration shall determine remedial assistance for a student who is not promoted.

Every teacher shall maintain an evaluation record for each student in the teacher's classroom. A SASSED administrator cannot change the final grade assigned by the teacher without notifying the teacher. Reasons for changing a student's final grade include:

- A miscalculation of test scores,
- A technical error in assigning a particular grade or score,
- The teacher agrees to allow the student to do extra work that may impact the grade,
- An inappropriate grading system used to determine the grade, or
- An inappropriate grade based on an appropriate grading system.

Should a grade change be made, the administrator making the change must sign the changed record.

LEGAL REF.: 105 ILCS 5/2-3.64a-5, 5/10-20.9a, 5/10-21.8, and 5/27-27.

CROSS REF.: 6:340 (Student Testing and Assessment Program), 7:50 (School Admissions and Student Transfers To and From Non-District Schools)

ADOPTED:

Instruction

Homework

Homework is part of the SASSED instructional program and has the overarching goal of increasing student achievement. Homework is assigned to further a student's educational development and is an application or adaptation of a classroom experience. The Executive Director shall provide guidance to ensure that homework:

1. Is used to reinforce and apply previously covered concepts, principles, and skills;
2. Is not assigned for disciplinary purposes;
3. Serves as a communication link between the school and parents/guardians;
4. Encourages independent thought, self-direction, and self-discipline; and
5. Is of appropriate frequency and length, and does not become excessive, according to the teacher's best professional judgment.

Missed Homework

Students absent for a valid cause may make up missed homework in a reasonable timeframe per policy 7:70, *Attendance and Truancy*.

CROSS REF.: 7:70 (Attendance and Truancy)

ADOPTED:

Instruction

Student Testing and Assessment Program

The student assessment program provides information for determining individual student achievement and instructional needs, curriculum and instruction effectiveness, and school performance measured against student learning objectives and statewide norms.

The member district superintendents or designees shall manage the student assessment program that, at a minimum:

1. Administers to students all standardized assessments required by the Ill. State Board of Education (ISBE) and/or any other appropriate assessment methods and instruments, including norm and criterion-referenced achievement tests, aptitude tests, proficiency tests, and teacher-developed tests.
2. Informs students of the timelines and procedures applicable to their participation in every State assessment.
3. Provides each student's parents/guardians with the results or scores of each State assessment and an evaluation of the student's progress. See policy 6:280, *Grading and Promotion*.
4. Utilizes professional testing practices.
5. Follows student's IEP requirements.

Overall student assessment data on tests required by State law will be aggregated by the members districts and reported, along with other information, on each member district's annual report card. All reliable assessments administered by the member district or SASSED and scored by entities outside of the member districts must be (1) reported to ISBE on its form by the 30th day of each school year, and (2) made publicly available to parent/guardians of students. Board policy 7:340, *Student Records*, and its implementing procedures govern recordkeeping and access issues.

LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act.
105 ILCS 10/, Illinois School Student Records Act.
105 ILCS 5/2-3.63, 5/2-3.64a-5, 5/2-3.64a-10, 5/2-3.64a-15, 5/2-3.107, 5/2-3.153,
5/10-17a, 5/22-82, and 5/27-1.
23 Ill. Admin. Code §§1.30(b) and 375.10.

CROSS REF.: 6:280 (Grading and Promotion), 7:340 (Student Records)

ADOPTED:

SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DUPAGE COUNTY
GOVERNING BOARD POLICY MANUAL
TABLE OF CONTENTS
SECTION 7 – STUDENTS

Equity

- 7:10 Equal Educational Opportunities
- 7:15 Student and Family Privacy Rights
- 7:20 Harassment of Students Prohibited

Assignment and Admission

- 7:30 Student Assignment
- 7:50 School Admissions and Student Transfers To and From Non-District Schools
- 7:60 Residence

Attendance

- 7:70 Attendance and Truancy
- 7:80 Release Time for Religious Instruction/Observance
- 7:90 Release During School Hours
- 7:100 Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

Rights and Responsibilities

- 7:130 Student Rights and Responsibilities
- 7:140 Search and Seizure
- 7:150 Agency and Police Interviews
- 7:160 Student Appearance
- 7:165 **RESERVED**
- 7:170 Vandalism
- 7:180 Prevention of and Response to Bullying, Intimidation, and Harassment
- 7:185 Teen Dating Violence Prohibited
- 7:190 Student Behavior
- 7:200 Suspension Procedures
- 7:210 Expulsion Procedures
- 7:220 Bus Conduct
- 7:230 Misconduct by Students with Disabilities
- 7:240 Conduct Code for Participants in Extracurricular Activities

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Welfare Services

- 7:250 Student Support Services
- 7:260 Exemption from Physical Education
- 7:270 Administering Medicines to Students
- 7:275 Orders to Forgo Life-Sustaining Treatment
- 7:280 Communicable and Chronic Infectious Disease
- 7:285 Anaphylaxis Prevention, Response, and Management Program
- 7:290 Suicide and Depression Awareness and Prevention

Activities

- 7:300 Extracurricular Athletics
- 7:310 Restrictions on Publications; Elementary Schools
- 7:315 Restrictions on Publications; High Schools
- 7:325 Student Fundraising Activities

Records

- 7:340 Student Records
- 7:345 Use of Educational Technologies; Student Data Privacy and Security

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Students

Equal Educational Opportunities

Equal educational and extracurricular opportunities shall be available for all students without regard to color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, immigration status, order of protection status, actual or potential marital or parental status, including pregnancy. Further, SASSED will not knowingly enter into agreements with any entity or any individual that discriminates against students on the basis of sex or any other protected status. Any student may file a discrimination grievance by using Board policy 2:260, *Uniform Grievance Procedure*.

Sex Equity

No student shall, based on sex, sexual orientation, or gender identity be denied equal access to programs, activities, services, or benefits or be limited in the exercise of any right, privilege, advantage, or denied equal access to educational and extracurricular programs and activities.

Any student may file a sex equity complaint by using Board policy 2:260, *Uniform Grievance Procedure*. A student may appeal the Board's resolution of the complaint to the Regional Superintendent (pursuant to 105 ILCS 5/3-10) and, thereafter, to the State Superintendent of Education (pursuant to 105 ILCS 5/2-3.8).

Administrative Implementation

The Executive Director shall appoint a Nondiscrimination Coordinator, who also serves as SASSED's Title IX Coordinator. The Executive Director and Program Administrator/Coordinator shall use reasonable measures to inform staff members and students of this policy and related grievance procedures.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Education Amendments of 1972; 34 C.F.R. Part 106.
29 U.S.C. §791 et seq., Rehabilitation Act of 1973.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
Good News Club v. Milford Central Sch., 533 U.S. 98 (2001).
Ill. Constitution, Art. I, §18.
105 ILCS 5/3.25b, 5/3.25d(b), 5/10-20.12, 5/10-20.60, 5/10-20.63, 5/10-22.5, and 5/27-1.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
775 ILCS 35/5, Religious Freedom Restoration Act.
23 Ill.Admin.Code §1.240 and Part 200.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:50 (School Admissions and Student Transfers To and From Non-District Schools), 7:60 (Residence), 7:130 (Student Rights and Responsibilities), 7:160 (Student Appearance), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:250 (Student Support Services), 7:340 (Student Records)

ADOPTED:

Students

Student and Family Privacy Rights

Surveys

All surveys requesting personal information from students, as well as any other instrument used to collect personal information from students, must advance or relate to SASSED's educational objectives as identified in policy 6:10, *Educational Philosophy and Objectives*, or assist students' career choices. This applies to all surveys, regardless of whether the student answering the questions can be identified or who created the survey.

Surveys Created by a Third Party

Before a school official or staff member administers or distributes a survey or evaluation created by a third party to a student, the student's parent(s)/guardian(s) may inspect the survey or evaluation, upon their request and within a reasonable time of their request.

This section applies to every survey: (1) that is created by a person or entity other than a SASSED official, staff member, or student, (2) regardless of whether the student answering the questions can be identified, and (3) regardless of the subject matter of the questions.

Surveys Requesting Personal Information

School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey or evaluation (created by any person or entity, including SASSED) containing one or more of the following items:

1. Political affiliations or beliefs of the student or the student's parent/guardian.
2. Mental or psychological problems of the student or the student's family.
3. Behavior or attitudes about sex.
4. Illegal, anti-social, self-incriminating, or demeaning behavior.
5. Critical appraisals of other individuals with whom students have close family relationships.
6. Legally recognized privileged or analogous relationships, such as those with lawyers, physicians, and ministers.
7. Religious practices, affiliations, or beliefs of the student or the student's parent/guardian.
8. Income other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program.

The student's parent(s)/guardian(s) may:

1. Inspect the survey or evaluation upon, and within a reasonable time of, their request, and/or
2. Refuse to allow their child to participate in the activity described above. The school shall not penalize any student whose parent(s)/guardian(s) exercised this option.

Instructional Material

A student's parent(s)/guardian(s) may inspect, upon their request, any instructional material used as part of their child's educational curriculum within a reasonable time of their request.

The term “instructional material” means instructional content that is provided to a student, regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.

Physical Exams or Screenings

No school official or staff member shall subject a student to a non-emergency, invasive physical examination or screening as a condition of school attendance. The term *invasive physical examination* means any medical examination that involves the exposure of private body parts, or any act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.

The above paragraph does not apply to any physical examination or screening that:

1. Is permitted or required by an applicable State law, including physical examinations or screenings that are permitted without parental notification.
2. Is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.).
3. Is administered pursuant to SASD’s extracurricular drug and alcohol testing program (see policy 7:240, Conduct Code for Participants in Extracurricular Activities).
4. Is otherwise authorized by Board policy.

Prohibition on Selling or Marketing Students’ Personal Information

No school official or staff member shall market or sell personal information concerning students (or otherwise provide that information to others for that purpose). The term *personal information* means individually identifiable information including: (1) a student or parent’s first and last name, (2) a home or other physical address (including street name and the name of the city or town), (3) a telephone number, (4) a Social Security identification number or (5) driver’s license number or State identification card.

Unless otherwise prohibited by law, the above paragraph does not apply: (1) if the student’s parent(s)/guardian(s) have consented; or (2) to the collection, disclosure or, use of personal information collected from students for the exclusive purpose of developing, evaluating or providing educational products or services for, or to, students or educational institutions, such as the following:

1. College or other postsecondary education recruitment, or military recruitment.
2. Book clubs, magazines, and programs providing access to low-cost literary products.
3. Curriculum and instructional materials used by elementary schools and secondary schools.
4. Tests and assessments to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments.
5. The sale by students of products or services to raise funds for school-related or education-related activities.
6. Student recognition programs.

Under no circumstances may a school official or staff member provide a student’s *personal information* to a business organization or financial institution that issues credit or debit cards.

Notification of Rights and Procedures

The Executive Director or designee shall notify students’ parents/guardians of:

1. This policy as well as its availability upon request from the general administration office.
2. How to opt their child out of participation in activities as provided in this policy.
3. The approximate dates during the school year when a survey requesting personal information, as described above, is scheduled or expected to be scheduled.
4. How to request access to any survey or other material described in this policy.

This notification shall be given to parents/guardians at least annually, at the beginning of the school year, and within a reasonable period after any substantive change in this policy.

Transfer of Rights

The rights provided to parents/guardians in this policy transfer to the student when the student turns 18 years old, or is an emancipated minor.

LEGAL REF.: 20 U.S.C. §1232h, Protection of Pupil Rights Act.
105 ILCS 5/10-20.38.
325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 6:210 (Instructional Materials), 6:260 (Complaints About Curriculum, Instructional Materials, and Programs), 7:130 (Student Rights and Responsibilities), 7:300 (Extracurricular Athletics)

ADOPTED:

Students

Harassment of Students Prohibited

No person, including a SASED employee or agent, or student, shall harass, intimidate, or bully a student on the basis of actual or perceived: race; color; national origin; military status; unfavorable discharge status from military service; sex; sexual orientation; gender identity; gender-related identity or expression; ancestry; age; religion; physical or mental disability; order of protection status; status of being homeless; actual or potential marital or parental status, including pregnancy; association with a person or group with one or more of the aforementioned actual or perceived characteristics; or any other distinguishing characteristic. SASED will not tolerate harassing, intimidating conduct, or bullying whether verbal, physical, sexual, or visual, that affects the tangible benefits of education, that unreasonably interferes with a student's educational performance, or that creates an intimidating, hostile, or offensive educational environment. Examples of prohibited conduct include name-calling, using derogatory slurs, stalking, sexual violence, causing psychological harm, threatening or causing physical harm, threatened or actual destruction of property, or wearing or possessing items depicting or implying hatred or prejudice of one of the characteristics stated above.

Sexual Harassment Prohibited

SASED shall provide an educational environment free of verbal, physical, or other conduct or communications constituting harassment on the basis of sex as defined and otherwise prohibited by State and federal law. See policies 2:265, *Title IX Sexual Harassment Grievance Procedure*, and 2:260, *Uniform Grievance Procedure*.

Making a Report or Complaint

Students are encouraged to promptly report claims or incidences of bullying, intimidation, harassment, sexual harassment, or any other prohibited conduct to the Nondiscrimination Coordinator, Program Administrator/Coordinator, a Complaint Manager, or any employee with whom the student is comfortable speaking. A student may choose to report to an employee of the student's same gender.

Reports under this policy will be considered a report under Board policy 2:260, *Uniform Grievance Procedure*, and/or Board policy 2:265, *Title IX Sexual Harassment Grievance Procedure*. The Nondiscrimination Coordinator and/or Complaint Manager shall process and review the report according to the appropriate grievance procedure. The Executive Director shall insert into this policy the names, office addresses, email addresses, and telephone numbers of SASED's current Nondiscrimination Coordinator and Complaint Managers. The Nondiscrimination Coordinator also serves as SASED's Title IX Coordinator.

Nondiscrimination Coordinator:

Julie Grohn

Name

2900 Ogden Ave. Lisle, IL 60532

Address

jgrohn@sased.org

Email

630-778-4500

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Complaint Managers:

Rachel Wisniewski

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Matthew Layton

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mlayton@sased.org

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630-778-4500

Telephone

The Executive Director shall use reasonable measures to inform staff members and students of this policy by including:

1. For students, age-appropriate information about the contents of this policy in SASSED's student handbook(s), on SASSED's website, and, if applicable, in any other areas where policies, rules, and standards of conduct are otherwise posted in each school.
2. For staff members, this policy in the appropriate employee handbook(s), if applicable, and/or in any other areas where policies, rules, and standards of conduct are otherwise made available to staff.

Investigation Process

Any SASSED employee who receives a report or complaint of harassment must promptly forward the report or complaint to the Nondiscrimination Coordinator or a Complaint Manager. Any employee who fails to promptly comply may be disciplined, up to and including discharge.

Reports and complaints of harassment will be confidential to the greatest extent practicable, subject to SASSED's duty to investigate and maintain an educational environment that is productive, respectful, and free of unlawful discrimination, including harassment.

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

For any other alleged student harassment that does not require action under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, the Nondiscrimination Coordinator or a Complaint Manager or designee shall consider whether an investigation under policies 2:260, *Uniform Grievance Procedure*, and/or 7:190, *Student Behavior*, should be initiated, regardless of whether a written report or complaint is filed.

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

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

Any complaint alleging an incident of sexual abuse shall be processed and reviewed according to policy 5:90, *Abused and Neglected Child Reporting*. In addition to reporting the suspected abuse, the complaint shall also be processed under policy 2:265, *Title IX Sexual Harassment Grievance Procedure*, or policy 2:260, *Uniform Grievance Procedure*.

Enforcement

Any SASED employee who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action up to and including discharge. Any third party who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be addressed in accordance with the authority of the Board in the context of the relationship of the third party to SASED, e.g., vendor, parent, invitee, etc. Any SASED student who is determined, after an investigation, to have engaged in conduct prohibited by this policy will be subject to disciplinary action, including but not limited to, suspension and expulsion consistent with the behavior policy. Any person making a knowingly false accusation regarding prohibited conduct will likewise be subject to disciplinary action.

Retaliation Prohibited

Retaliation against any person for bringing complaints or providing information about harassment is prohibited (see policies 2:260, *Uniform Grievance Procedure*, and 2:265, *Title IX Sexual Harassment Grievance Procedure*).

Students should report allegations of retaliation to the Program Administrator/Coordinator, an administrator, the Nondiscrimination Coordinator, and/or a Complaint Manager.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Educational Amendments of 1972; 34 C.F.R. Part 106.
105 ILCS 5/10-20.12, 5/10-22.5, 5/10-23.13, 5/27-1, and 5/27-23.7.
775 ILCS 5/1-101 et seq., Illinois Human Rights Act.
23 Ill.Admin.Code §1.240 and Part 200.
Davis v. Monroe County Bd. of Educ., 526 U.S. 629 (1999).
Franklin v. Gwinnett Co. Public Schs., 503 U.S. 60 (1992).
Gebser v. Lago Vista Independent Sch. Dist., 524 U.S. 274 (1998).
West v. Derby Unified Sch. Dist. No. 260, 206 F.3d 1358 (10th Cir. 2000).

CROSS REF.: 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:20 (Workplace Harassment Prohibited), 5:90 (Abused and Neglected Child Reporting), 5:120 (Employee Ethics; Code of Professional Conduct; and Conflict of Interest), 7:10 (Equal Educational Opportunities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:240 (Conduct Code for Participants in Extracurricular Activities)

ADOPTED:

Students

Student Assignment

Students shall be assigned in accordance with their Individual Educational Plans and SASED Procedures.

LEGAL REF.: 105 ILCS 5/10-21.3, 5/10-21.3a, and 5/10-22.5.

CROSS REF.: 4:170 (Safety), 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children)

ADOPTED:

Students

Eligibility for Services

Special education services shall be available to eligible children with disabilities, ages three (3) through twenty- one (21) years who are enrolled in the SASED member districts. The special education student who becomes twenty-two (22) years of age during the school year shall remain and continue to receive services until the end of the school year.

Unless otherwise determined by a student's IEP team, the student who has successfully completed a secondary program shall be granted a diploma by the student's resident school district and all eligibility for public school education, including special education and related services, is terminated. The parent, and, if appropriate, the student shall participate in the decision to terminate public school responsibility prior to age twenty-two (22) by accepting a high school diploma.

Certificate of Completion

A student with a disability who has an Individualized Education Program prescribing special education, transition planning, transition services, or related services beyond the student's 4 years of high school, qualifies for a certificate of completion after the student has completed 4 years of high school. The student is encouraged to participate in the graduation ceremony of his or her high school graduation class.

LEGAL REF.: 8 U.S.C. §1101, Illegal Immigrant and Immigrant Responsibility Act of 1996.
20 U.S.C. §1232g, Family Educational Rights and Privacy Act.
20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act.
29 U.S.C. §794, Rehabilitation Act of 1973, Section 504.
42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act.
105 ILCS 5/2-3.13a, 5/10-20.12, 5/10-20.59, 5/10-22.5a, 5/14-1.02, 5/14-1.03a,
5/26-1, 5/26-2, 5/27-8.1.
105 ILCS 10/8.1, Ill. School Student Records Act.
105 ILCS 45/, Education for Homeless Children Act.
105 ILCS 70/, Educational Opportunity for Military Children Act.
325 ILCS 50/, Missing Children Records Act.
325 ILCS 55/, Missing Children Registration Law.
410 ILCS 315/2, Communicable Disease Prevention Act.
20 Ill.Admin.Code Part 1290, Missing Person Birth Records and School
Registration.
23 Ill.Admin.Code Part 226, Special Education.
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out
of School and Graduation Incentives Program), 6:140 (Education of Homeless
Children), 7:60 (Residence), 7:70 (Attendance and Truancy), 7:100 (Health, Eye,
and Dental Examinations; Immunizations; and Exclusion of Students), 7:340
(Student Records)

ADOPTED:

Students

Residence

Resident Students

~~Only students who are residents of SASED may attend a SASED school without a tuition charge, except as otherwise provided below or in State law. A student's residence is the same as the person who has legal custody of the student.~~

~~A person asserting legal custody over a student, who is not the child's natural or adoptive parent, shall complete a signed statement, stating: (a) that he or she has assumed and exercises legal responsibility for the child, (b) the reason the child lives with him or her, other than to receive an education in SASED, and (c) that he or she exercises full control over the child regarding daily educational and medical decisions in case of emergency. If SASED knows the current address of the child's natural or adoptive parent, SASED shall request in writing that the person complete a signed statement or affidavit stating: (a) the role and responsibility of the person with whom their child is living, and (b) that the person with whom the child is living has full control over the child regarding daily educational and medical decisions in case of emergency.~~

~~A student whose family moves out of SASED during the school year will be permitted to attend school for the remainder of the year without payment of tuition.~~

~~When a student's change of residence is due to the military service obligation of the student's legal custodian, the student's residence is deemed to be unchanged for the duration of the custodian's military service obligation if the student's custodian made a written request. SASED, however, is not responsible for the student's transportation to or from school.~~

~~If, at the time of enrollment, a dependent child of military personnel is housed in temporary housing located outside of SASED but will be living within SASED within six months after the time of initial enrollment, the child is allowed to enroll, subject to the requirements of State law, and must not be charged tuition.~~

Requests for Nonresident Student Admission

~~Nonresident students may attend SASED schools upon the approval of a request submitted by the student's parent(s)/guardian(s) for nonresident admission. The Executive Director may approve the request subject to the following:~~

- ~~1. The student will attend on a year-to-year basis. Approval for any one year is not authorization to attend a following year.~~
- ~~2. The student will be accepted only if there is sufficient room.~~
- ~~3. The student's parent(s)/guardian(s) will be charged the maximum amount of tuition as allowed by State law.~~
- ~~4. The student's parent(s)/guardian(s) will be responsible for transporting the student to and from school.~~

Admission of Nonresident Students Pursuant to an Agreement or Order

~~Nonresident students may attend SASED schools tuition free pursuant to:~~

- ~~1. A written agreement with an adjacent school district to provide for tuition free attendance by a student of that district, provided both the Executive Director or designee and the adjacent district determine that the student's health and safety will be served by such attendance.~~

- ~~2. A written agreement with cultural exchange organizations and institutions supported by charity to provide for tuition free attendance by foreign exchange students and nonresident pupils of charitable institutions.~~
- ~~3. According to an intergovernmental agreement.~~
- ~~4. Whenever any State or federal law or a court order mandates the acceptance of a nonresident student.~~

Homeless Children

~~Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce records normally required to establish residency. Governing Board policy 6:140, *Education of Homeless Children*, and its implementing administrative procedure, govern the enrollment of homeless children.~~

Challenging a Student's Residence Status

~~If the Executive Director or designee determines that a student attending school on a tuition free basis is a nonresident of SASSED for whom tuition is required to be charged, he or she on behalf of the Governing Board shall notify the person who enrolled the student of the tuition amount that is due. The notice shall detail the specific reasons why the Board believes that the student is a nonresident of SASSED and shall be given by certified mail, return receipt requested. The person who enrolled the student may challenge this determination and request a hearing as provided by the School Code, 105 ILCS 5/10-20.12b.~~

~~LEGAL REF.: 42 U.S.C. §11431 et seq., McKinney Vento Homeless Assistance Act;
105 ILCS 5/10-20.12a, 5/10-20.12b, 5/10-22.5, and 5/10-22.5a;
105 ILCS 45/, Education for Homeless Children Act;
105 ILCS 70/, Educational Opportunity for Military Children Act;
23 Ill.Admin.Code §1.240;
Israel S. by Owens v. Bd. of Educ. of Oak Park and River Forest High Sch. Dist.,
200, 235 Ill.App.3d 652 (5th Dist. 1992);
Joel R. v. Board of Education of Manheim School District 83, 292 Ill.App.3d 607
(1st Dist. 1997);
Kraut v. Rachford, 51 Ill.App.3d 206 (1st Dist. 1977).~~

~~CROSS REF.: 6:140 (Education of Homeless Children), 7:50 (School Admissions and Student
Transfers To and From Non-District Schools), 7:70 (Attendance and Truancy)~~

~~ADOPTED:~~

USE SASSED'S CURRENT POLICY

(Make sure to change the Board of Control to
Board of Directors)

Students

Attendance and Truancy

Compulsory School Attendance

This policy applies to individuals who have custody or control of a child: (a) between the ages of six (on or before September 1) and 17 years (unless the child has graduated from high school), or (b) who is enrolled in any of grades kindergarten through 12 in the public school regardless of age.

Subject to specific requirements in State law, the following children are not required to attend public school: (1) any child attending a private school (including a home school) or parochial school, (2) any child who is physically or mentally unable to attend school (including a pregnant student suffering medical complications as certified by her physician), (3) any child lawfully and necessarily employed, (4) any child over 12 and under 14 years of age while in confirmation classes, (5) any child absent because of religious reasons, including to observe a religious holiday, for religious instruction, or because his or her religion forbids secular activity on a particular day(s) or time of day, and (6) any child 16 years of age or older who is employed and is enrolled in a graduation incentives program.

The parent/guardian of a student who is enrolled must authorize all absences from school and notify the school in advance or at the time of the student's absence. A valid cause for absence includes illness (including mental or behavioral health of the student), observance of a religious holiday, death in the immediate family, attendance at a civic event, family emergency, other situations beyond the control of the student as determined by the Board, voting pursuant to policy 7:90, *Release During School Hours* (10 ILCS 5/7-42 and 5/17-15), other circumstances that cause reasonable concern to the parent/guardian for the student's mental, emotional, or physical health or safety, or other reason as approved by the Executive Director or designee. Students absent for a valid cause may make up missed homework and classwork assignments in a reasonable timeframe.

Absenteeism and Truancy Program

The Executive Director or designee shall manage an absenteeism and truancy program in accordance with the School Code and Board policy. The program shall include but not be limited to:

1. A protocol for excusing a student from attendance who is necessarily and lawfully employed. The Executive Director or designee is authorized to determine when the student's absence is justified.
2. A protocol for excusing a student in grades 6 through 12 from attendance to sound *Taps* at a military honors funeral held in Illinois for a deceased veteran.
3. A protocol for excusing a student from attendance on a particular day(s) or at a particular time of day when his/her parent/guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or has immediately returned from deployment to a combat zone or combat-support postings.
4. A process to telephone, within two hours after the first class, the parents/guardians of students in grade 8 or below who are absent without prior parent/guardian notification.
5. A process to identify and track students who are truants, chronic or habitual truants, or truant minors as defined in 105 ILCS 5/26-2a.
6. A description of diagnostic procedures for identifying the cause(s) of a student's unexcused absenteeism, including interviews with the student, his or her parent(s)/guardian(s), and staff

members or other people who may have information about the reasons for the student's attendance problem.

7. The identification of supportive services that may be offered to truant, chronically truant, or chronically absent students, including parent-teacher conferences, student and/or family counseling, or information about community agency services. See Board policy 6:110, *Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program*.
8. A process for the collection and review of chronic absence data and to:
 - a. Determine what systems of support and resources are needed to engage chronically absent students and their families, and
 - b. Encourage the habit of daily attendance and promote success.
9. Reasonable efforts to provide ongoing professional development to teachers, administrators, Board members, school resource officers, and staff on the appropriate and available supportive services for the promotion of student attendance and engagement.
10. A process to request the assistance and resources of outside agencies, such as, the juvenile officer of the local police department or the truant office of the appropriate Regional Office of Education, if truancy continues after supportive services have been offered.
11. A protocol for cooperating with non-SASED agencies including County or municipal authorities, the Regional Superintendent, truant officers, the Community Truancy Review Board, and a comprehensive community based youth service agency. Any disclosure of school student records must be consistent with Board policy 7:340, Student Records, as well as State and federal law concerning school student records.
12. An acknowledgement that no punitive action, including out-of-school suspensions, expulsions, or court action, shall be taken against a truant minor for his or her truancy unless available supportive services and other school resources have been provided to the student.
13. The criteria to determine whether a student's non-attendance is due to extraordinary circumstances shall include economic or medical necessity or family hardship and such other criteria that the Executive Director believes qualifies.
14. A process for a 17-year-old resident to participate in SASED's various programs and resources for truants. The student must provide documentation of his/her dropout status for the previous six months. A request from an individual 19 years of age or older to re-enroll after having dropped out of school is handled according to provisions in 7:50, *School Admissions and Student Transfers To and From Non-SASED Schools*.
15. A process for the temporary exclusion of a student 17 years of age or older for failing to meet minimum attendance standards according to provisions in State law. A parent/guardian has the right to appeal a decision to exclude a student.

Monitoring

Pursuant to State Law and policy 2:240, *Board Policy Development*, the Board updates this policy at least once every two years. The Executive Director or designee shall assist the Board with its update.

LEGAL REF.: 105 ILCS 5/22-92 and 5/26-1 through 18.
705 ILCS 405/3-33.5, Juvenile Court Act of 1987.
23 Ill.Admin.Code §§1.242 and Part 207.

CROSS REF.: 5:100 (Staff Development Program), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 6:150 (Home and Hospital Instruction), 7:10 (Equal Educational Opportunities), 7:50 (School Admissions and Student Transfers To and From Non-SASED Schools), 7:60 (Residence), 7:80 (Release Time for Religious Instruction/Observance), 7:90 (Release During School Hours), 7:190 (Student Behavior), 7:340 (Student Records)

ADOPTED:

Students

Release Time for Religious Instruction/Observance

A student shall be released from school, as an excused absence, to because of religious reasons, including to observe a religious holiday, for religious instruction, or because the student's religion forbids secular activity on a particular day(s) or time of day. The student's parent/guardian must give written notice to the Program Administrator/Coordinator, at least five calendar days before the student's anticipated absence(s).

The Executive Director or designee shall develop and distribute to teachers appropriate procedures regarding student absences for religious reasons, including how teachers are notified of a student's impending absence, and the State law requirement that teachers provide the student with an equivalent opportunity to make up any examination, study, or work requirement.

LEGAL REF.: 105 ILCS 5/26-1 and 5/26-2b.
775 ILCS 35/, Religious Freedom Restoration Act.

CROSS REF.: 7:70 (Attendance and Truancy)

ADOPTED:

Students

Release During School Hours

For safety and security reasons, a prior written or oral consent of a student's custodial parent/guardian is required before a student is released during school hours: (1) at any time before the regular dismissal time or at any time before school is otherwise officially closed, and/or (2) to any person other than a custodial parent/guardian.

Early Dismissal Announcement

The Executive Director or designee shall make reasonable efforts to issue an announcement whenever it is necessary to close school early due to inclement weather or other reason.

Voting

The Executive Director or designee shall specify the hours during which students who are entitled to vote at a primary, general, or special election, or any election at which propositions are submitted to a popular vote in Illinois, may be absent from school for a period of two hours to vote. Students are entitled to be absent from school to vote beginning the 15th day before the primary, general, or special election, or any election at which propositions are submitted to a popular vote in Illinois, or on the day of such election.

LEGAL REF.: 10 ILCS 5/7-42(b) and 5/17-15(b), Election Code.

CROSS REF.: 4:170 (Safety)

ADOPTED:

Students

Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students

Required Health Examinations and Immunizations

~~A student's parents/guardians shall present proof that the student received a health examination, with proof of the immunizations against, and screenings for, preventable communicable diseases, as required by the Illinois Department of Public Health (IDPH), within one year prior to:~~

- ~~1. Entering kindergarten or the first grade;~~
- ~~2. Entering the sixth and ninth grades; and~~
- ~~3. Enrolling in an Illinois school, regardless of the student's grade (including nursery school, special education, Head Start programs operated by elementary or secondary schools, and students transferring into Illinois from out of state or out of country).~~

~~Proof of immunization against meningococcal disease is required for students in grades 6 and 12.~~

~~As required by State law:~~

- ~~1. Health examinations must be performed by a physician licensed to practice medicine in all of its branches, an advanced practice registered nurse, or a physician assistant who has been delegated the performance of health examinations by a supervising physician.~~
- ~~2. A diabetes screening is a required part of each health examination; diabetes testing is not required.~~
- ~~3. An age appropriate developmental screening and an age appropriate social and emotional screening are required parts of each health examination. A student will not be excluded from school due to his or her parent/guardian's failure to obtain a developmental screening or a social and emotional screening.~~
- ~~4. Before admission and in conjunction with required physical examinations, parents/guardians of children between the ages of one and seven years must provide a statement from a physician that their child was risk-assessed or screened for lead poisoning.~~
- ~~5. The IDPH will provide all students entering sixth grade and their parents/guardians information about the link between human papillomavirus (HPV) and HPV-related cancers and the availability of the HPV vaccine.~~
- ~~6. SASSED will provide informational materials regarding influenza, influenza vaccinations, meningococcal disease, and meningococcal vaccinations developed, provided, or approved by the IDPH when it provides information on immunizations, infectious diseases, medications, or other school health issues to students' parents/guardians.~~

~~Unless an exemption or extension applies, the failure to comply with the above requirements by October 15 of the current school year will result in the student's exclusion from school until the required health forms are presented to SASSED. New students who register after October 15 of the current school year shall have 30 days following registration to comply with the health examination and immunization regulations. If a medical reason prevents a student from receiving a required immunization by October 15, the student must present, by October 15, an immunization schedule and a statement of the medical reasons causing the delay. The schedule and statement of medical reasons~~

~~must be signed by the physician, advanced practice registered nurse, physician assistant, or local health department responsible for administering the immunizations.~~

~~A student transferring from out of state who does not have the required proof of immunizations by October 15 may attend classes only if he or she has proof that an appointment for the required vaccinations is scheduled with a party authorized to submit proof of the required vaccinations. If the required proof of vaccination is not submitted within 30 days after the student is permitted to attend classes, the student may no longer attend classes until proof of the vaccinations is properly submitted.~~

~~Eye Examination~~

~~Parents/guardians are encouraged to have their children undergo an eye examination whenever health examinations are required.~~

~~Parents/guardians of students entering kindergarten or an Illinois school for the first time shall present proof before October 15 of the current school year that the student received an eye examination within one year prior to entry of kindergarten or the school. A physician licensed to practice medicine in all of its branches, or a licensed optometrist, must perform the required eye examination.~~

~~If a student fails to present proof by October 15, the school may hold the student's report card until the student presents proof: (1) of a completed eye examination, or (2) that an eye examination will take place within 60 days after October 15. The Executive Director or designee shall ensure that parents/guardians are notified of this eye examination requirement in compliance with the rules of the IDPH. Schools shall not exclude a student from attending school due to failure to obtain an eye examination.~~

~~Dental Examination~~

~~All children in kindergarten and the second, sixth, and ninth grades must present proof of having been examined by a licensed dentist before May 15 of the current school year in accordance with rules adopted by the IDPH.~~

~~If a child in the second, sixth, or ninth grade fails to present proof by May 15, the school may hold the child's report card until the child presents proof: (1) of a completed dental examination, or (2) that a dental examination will take place within 60 days after May 15. The Executive Director or designee shall ensure that parents/guardians are notified of this dental examination requirement at least 60 days before May 15 of each school year.~~

~~Exemptions~~

~~In accordance with rules adopted by the IDPH, a student will be exempted from this policy's requirements for:~~

- ~~1. Religious grounds, if the student's parents/guardians present the IDPH's Certificate of Religious Exemption form to the Executive Director or designee. When a Certificate of Religious Exemption form is presented, the Executive Director or designee shall immediately inform the parents/guardians of exclusion procedures pursuant to Board policy 7:280, *Communicable and Chronic Infectious Disease*, and State rules if there is an outbreak of one or more diseases from which the student is not protected.~~
- ~~2. Health examination or immunization requirements on medical grounds, if the examining physician, advanced practice registered nurse, or physician assistant provides written verification.~~
- ~~3. Eye examination requirement, if the student's parents/guardians show an undue burden or lack of access to a physician licensed to practice medicine in all of its branches who provides eye examinations or a licensed optometrist.~~

- ~~4. Dental examination requirement, if the student's parents/guardians show an undue burden or a lack of access to a dentist.~~

Homeless Child

~~Any homeless child shall be immediately admitted, even if the child or child's parent/guardian is unable to produce immunization and health records normally required for enrollment. Governing Board policy 6:140, *Education of Homeless Children*, governs the enrollment of homeless children.~~

It shall be the responsibility of each member district of residence to ensure that all resident students comply with all applicable laws pertaining to health examinations and immunization schedules.

If a student attending a SASED class or program fails to comply with such laws, the District Superintendent or designee shall notify the Executive Director or designee to exclude said student from public school attendance until further notice.

LEGAL REF.: 42 U.S.C. §11431 et seq., McKinney-Vento Homeless Assistance Act
105 ILCS 5/27-8.1 and 45/1-20.
410 ILCS 45/7.1, Lead Poisoning Prevention Act.
410 ILCS315/2e, Communicable Disease Prevention Act.
23 Ill.Admin.Code §1.530.
77 Ill. Admin.Code Part 664, Socio-Emotional and Developmental Screening.
77 Ill.Admin.Code Part 665, Child and Student Health Examination and Immunization.
77 Ill.Admin.Code Part 690, Control of Communicable Diseases.

CROSS REF.: 6:30 (Organization of Instruction), 6:140 (Education of Homeless Children), 6:180 (Extended Instructional Programs), 7:50 (~~School Admissions and~~ Student Transfers To and From Non-District Schools), 7:280 (Communicable and Chronic Infectious Disease)

ADOPTED:

Students

Student Rights and Responsibilities

All students are entitled to enjoy the rights protected by the U.S. and Illinois Constitutions and laws for persons of their age and maturity in a school setting. Students should exercise these rights reasonably and avoid violating the rights of others. Students who violate the rights of others or violate SASSED policies or rules will be subject to disciplinary measures.

Students may, during the school day, during noninstructional time, voluntarily engage in individually or collectively initiated, non-disruptive prayer or religious-based meetings that, consistent with the Free Exercise and Establishment Clauses of the U.S. and Illinois Constitutions, are not sponsored, promoted, or endorsed in any manner by the school or any school employee. *Noninstructional time* means time set aside by a school before actual classroom instruction begins or after actual classroom instruction ends.

LEGAL REF.: 20 U.S.C. §7904.
105 ILCS 20/5.
Tinker v. Des Moines Independent School District, 89 S.Ct. 733 (1969).

CROSS REF.: 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:190 (Student Behavior), 7:330 (Student Use of Buildings - Equal Access)

ADOPTED:

Students (DO NOT USE THIS ONE – USE COPY SENT)

Search and Seizure

In order to maintain order and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects. "School authorities" includes school liaison police officers.

School Property and Equipment as well as Personal Effects Left There by Students

School authorities may inspect and search school property and equipment owned or controlled by the school (such as, lockers, desks, and parking lots), as well as personal effects left there by a student, without notice to or the consent of the student. Students have no reasonable expectation of privacy in these places or areas or in their personal effects left there.

The Executive Director may request the assistance of law enforcement officials to conduct inspections and searches of lockers, desks, parking lots, and other school property and equipment for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs.

Students

School authorities may search a student and/or the student's personal effects in the student's possession (such as, purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or SASSED's student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age and sex, and the nature of the infraction.

When feasible, the search should be conducted as follows:

1. Outside the view of others, including students,
2. In the presence of a school administrator or adult witness, and
3. By a certificated employee or liaison police officer of the same sex as the student.

Immediately following a search, a written report shall be made by the school authority who conducted the search, and given to the Executive Director.

Seizure of Property

If a search produces evidence that the student has violated or is violating either the law or SASSED's policies or rules, such evidence may be seized and impounded by school authorities, and disciplinary action may be taken. When appropriate, such evidence may be transferred to law enforcement authorities.

Notification Regarding Student Accounts or Profiles on Social Networking Websites

The Executive Director or designee shall notify students and their parents/guardians of each of the following in accordance with the Right to Privacy in the School Setting Act, 105 ILCS 75/:

1. School officials may not request or require a student or his or her parent/guardian to provide a password or other related account information to gain access to the student's account or profile on a social networking website.

2. School officials may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a school disciplinary rule or policy. In the course of an investigation, the student may be required to share the content that is reported in order to allow school officials to make a factual determination.

LEGAL REF.: 105 ILCS 5/10-20.14, 5/10-22.6, and 5/10-22.10a.
Right to Privacy in the School Setting Act, 105 ILCS 75/
Cornfield v. Consolidated High School Dist. No. 230, 991 F.2d 1316 (7th Cir. 1993).
People v. Dilworth, 169 Ill.2d 195 (1996), *cert. denied*, 116 S.Ct. 1692 (1996).
People v. Pruitt, 278 Ill.App.3d 194 (1st Dist. 1996), *app. denied*, 667 N.E. 2d 1061 (Ill.App.1, 1996).
T.L.O. v. New Jersey, 469 U.S. 325 (1985).
Vernonia School Dist. 47J v. Acton, 515 U.S. 646 (1995).
Safford Unified School Dist. No. 1 v. Redding, 557 U.S. 364 (2009).

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:150 (Agency and Police Interviews), 7:190 (Student Behavior)

ADOPTED:

Students

Agency and Police Interviews

The Executive Director shall develop procedures to manage requests by agency officials or police officers to interview students at school. Procedures will:

1. Recognize individual student rights and privacy,
2. Recognize the potential impact an interview may have on an individual student,
3. Minimize potential disruption,
4. Foster a cooperative relationship with public agencies and law enforcement, and
5. Comply with State law including, but not limited to, ensuring that before a law enforcement officer, school resource officer, or other school security person detains and questions on school grounds a student under 18 years of age who is suspected of committing a criminal act, the Executive Director or designee will:
 - a. Notify or attempt to notify the student's parent/guardian and document the time and manner in writing;
 - b. Make reasonable efforts to ensure the student's parent/guardian is present during questioning or, if they are not present, ensure that school employees (including, but not limited to, a school social worker, psychologist, nurse, counselor, or any other mental health professional) are present during the questioning; and
 - c. If practicable, make reasonable efforts to ensure a trained law enforcement officer to promote safe interactions and communications with the student is present during questioning.

LEGAL REF.: 105 ILCS 5/10-20.64, 5/22-88.
55 ILCS 80/, Children's Advocacy Center Act.
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/31-1 et seq., Interference with Public Officers Act.
725 ILCS 120/, Rights of Crime Victims and Witnesses Act.

CROSS REF.: 5:90 (Abused and Neglected Child Reporting), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:190 (Student Behavior)

ADOPTED:

Students

Student Appearance

A student's appearance, including dress and hygiene, must not disrupt the educational process or compromise standards of health and safety. SASSED does not prohibit hairstyles historically associated with race, ethnicity, or hair texture, including, but not limited to, protective hairstyles such as braids, locks, and twists. Students who disrupt the educational process or compromise standards of health and safety must modify their appearance. Procedures for guiding student appearance will be developed by the Executive Director or designee and included in the *Student Handbook(s)*.

LEGAL REF.: 105 ILCS 5/2-3.25 and 5/10-22.25b.
Tinker v. Des Moines Indep. Sch. Dist., 393 U.S. 503 (1969).

CROSS REF.: 7:10 (Equal Educational Opportunities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

ADOPTED:

Students

Vandalism

The Board will seek restitution from students and their parents/guardians for vandalism or other student acts that cause damage to SASED property or member district property leased by SASED.

LEGAL REF.: 740 ILCS 115/.

CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior)

ADOPTED:

Students

Prevention of and Response to Bullying, Intimidation, and Harassment

Bullying, intimidation, and harassment diminish a student's ability to learn and a school's ability to educate. Preventing students from engaging in these disruptive behaviors and providing all students equal access to a safe, non-hostile learning environment are important SASED goals.

Bullying on the basis of actual or perceived race, color, national origin, military status, unfavorable discharge status from the military service, sex, sexual orientation, gender identity, gender-related identity or expression, ancestry, age, religion, physical or mental disability, order of protection status, status of being homeless, or actual or potential marital or parental status, including pregnancy, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic is prohibited in each of the following situations:

1. During any school-sponsored education program or activity.
2. While in school, on school property, on school buses or other school vehicles, at designated school bus stops waiting for the school bus, or at school-sponsored or school-sanctioned events or activities.
3. Through the transmission of information from a school computer, a school computer network, or other similar electronic school equipment.
4. Through the transmission of information from a computer that is accessed at a nonschool-related location, activity, function, or program or from the use of technology or an electronic device that is not owned, leased, or used by SASED or the school if the bullying causes a substantial disruption to the educational process or orderly operation of a school. This paragraph (item #4) applies only when a school administrator or teacher receives a report that bullying through this means has occurred; it does not require staff members to monitor any nonschool-related activity, function, or program.

Definitions from 105 ILCS 5/27-23.7

Bullying includes *cyberbullying* and means any severe or pervasive physical or verbal act or conduct, including communications made in writing or electronically, directed toward a student or students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing the student or students in reasonable fear of harm to the student's or students' person or property;
2. Causing a substantially detrimental effect on the student's or students' physical or mental health;
3. Substantially interfering with the student's or students' academic performance; or
4. Substantially interfering with the student's or students' ability to participate in or benefit from the services, activities, or privileges provided by a school.

Bullying may take various forms, including without limitation one or more of the following: harassment, threats, intimidation, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying. This list is meant to be illustrative and non-exhaustive.

Cyberbullying means bullying through the use of technology or any electronic communication, including without limitation any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including without limitation electronic mail, Internet communications, instant messages, or facsimile communications. *Cyberbullying* includes the creation of a webpage or weblog in which the creator assumes the identity of another person or the knowing impersonation of another person as the author of posted content or messages if the creation or impersonation creates any of the effects enumerated in the definition of *bullying*. *Cyberbullying* also includes the distribution by electronic means of a communication to more than one person or the posting of material on an electronic medium that may be accessed by one or more persons if the distribution or posting creates any of the effects enumerated in the definition of *bullying*.

Restorative measures means a continuum of school-based alternatives to exclusionary discipline, such as suspensions and expulsions, that: (i) are adapted to the particular needs of the school and community, (ii) contribute to maintaining school safety, (iii) protect the integrity of a positive and productive learning climate, (iv) teach students the personal and interpersonal skills they will need to be successful in school and society, (v) serve to build and restore relationships among students, families, schools, and communities, (vi) reduce the likelihood of future disruption by balancing accountability with an understanding of students' behavioral health needs in order to keep students in school, and (vii) increase student accountability if the incident of bullying is based on religion, race, ethnicity, or any other category that is identified in the Ill. Human Rights Act.

School personnel means persons employed by, on contract with, or who volunteer in a school district, including without limitation school and school district administrators, teachers, school social workers, school counselors, school psychologists, school nurses, cafeteria workers, custodians, bus drivers, school resource officers, and security guards.

Bullying Prevention and Response Plan

The Executive Director or designee shall develop and maintain a bullying prevention and response plan that advances SASED's goal of providing all students with a safe learning environment free of bullying and harassment. This plan must be consistent with the requirements listed below; each numbered requirement, 1-12, corresponds with the same number in the list of required policy components in 105 ILCS 5/27-23.7(b) 1-12.

1. SASED uses the definition of *bullying* as provided in this policy.
2. Bullying is contrary to State law and the policy of SASED. However, nothing in SASED's bullying prevention and response plan is intended to infringe upon any right to exercise free expression or the free exercise of religion or religiously based views protected under the First Amendment to the U.S. Constitution or under Section 3 of Article I of the Illinois Constitution.
3. Students are encouraged to immediately report bullying. A report may be made orally or in writing to the Nondiscrimination Coordinator, Program Administrator/Coordinator, a Complaint Manager, or any staff member with whom the student is comfortable speaking. Anyone, including staff members and parents/guardians, who has information about actual or threatened bullying is encouraged to report it to SASED'S named officials or any staff member. SASED named officials and all staff members are available for help with a bully or to make a report about bullying. Anonymous reports are also accepted; however, this shall not be construed to permit formal disciplinary action solely on the basis of an anonymous report.

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4. Consistent with federal and State laws and rules governing student privacy rights, the Executive Director or designee shall promptly inform the parent(s)/guardian(s) of every student involved in an alleged incident of bullying and discuss, as appropriate, the availability of social work services, counseling, school psychological services, other interventions, and restorative measures.
5. The Executive Director or designee shall promptly investigate and address reports of bullying, by, among other things:
 - a. Making all reasonable efforts to complete the investigation within 10 school days after the date the report of a bullying incident was received and taking into consideration additional relevant information received during the course of the investigation about the reported bullying incident.
 - b. Involving appropriate school support personnel and other staff persons with knowledge, experience, and training on bullying prevention, as deemed appropriate, in the investigation process.
 - c. Notifying the Building Principal or school administrator or designee of the reported incident of bullying as soon as possible after the report is received.
 - d. Consistent with federal and State laws and rules governing student privacy rights, providing parents/guardians of the students who are parties to the investigation information about the investigation and an opportunity to meet with the Building Principal or school administrator or his or her designee to discuss the investigation, the findings of the investigation, and the actions taken to address the reported incident of bullying.

The Executive Director or designee shall investigate whether a reported incident of bullying is within the permissible scope of SASSED's jurisdiction and shall require that SASSED

provide the victim with information regarding services that are available within SASSED and community, such as counseling, support services, and other programs.

6. The Executive Director or designee shall use interventions to address bullying, that may include, but are not limited to, school social work services, restorative measures, social-emotional skill building, counseling, school psychological services, and community-based services.
7. A reprisal or retaliation against any person who reports an act of bullying **is prohibited**. Any person's act of reprisal or retaliation will be subject to disciplinary action, up to and including discharge with regard to employees, or suspension and/or expulsion with regard to students.
8. A student will not be punished for reporting bullying or supplying information, even if SASSED's investigation concludes that no bullying occurred. However, a person who is found to have falsely accused another of bullying, as a means of retaliation, as a means of bullying, or provided false information will be treated as either: (a) *bullying*, (b) student discipline up to and including suspension and/or expulsion, and/or (c) both (a) and (b) for purposes of determining any consequences or other appropriate remedial actions.
9. SASSED's bullying prevention and response plan is based on the engagement of a range of school stakeholders, including students and parents/guardians.
10. The Executive Director or designee shall post this policy on SASSED's website, if any, and include it in the student handbook, and, where applicable, post it where other policies, rules, and standards of conduct are currently posted. The policy must be distributed annually to parents/guardians, students, and school personnel (including new employees when hired), and must also be provided periodically throughout the school year to students and faculty.
11. Pursuant to State law and policy 2:240, *Board Policy Development*, the Board monitors this policy every two years by conducting a review and re-evaluation of this policy to make any necessary and appropriate revisions. The Executive Director or designee shall assist the Board with its re-evaluation and assessment of this policy's outcomes and effectiveness. Updates to this policy will reflect any necessary and appropriate revisions. This process shall include, without limitation:
 - a. The frequency of victimization;
 - b. Student, staff, and family observations of safety at a school;
 - c. Identification of areas of a school where bullying occurs;
 - d. The types of bullying utilized; and
 - e. Bystander intervention or participation.

The evaluation process may use relevant data and information that SASSED already collects for other purposes. Acceptable documentation to satisfy the re-evaluated policy submission include one of the following:

- 1) An updated version of the policy with the amendment/modification date included in the reference portion of the policy;
- 2) If no revisions are deemed necessary, a copy of board minutes indicating that the policy was re-evaluated and no changes were deemed to be necessary; or
- 3) A signed statement from the Board ~~President~~ Chairperson indicating that the Board re-evaluated the policy and no changes to it were necessary.

The Executive Director or designee must post the information developed as a result of the policy re-evaluation on SASSED's website, or if a website is not available, the information must be provided to school administrators, Board members, school personnel, parents/guardians, and students. Reviews and re-evaluations in years they are due must be submitted to ISBE by September 30.

12. The Executive Director or designee shall fully implement the Board policies, including without limitation, the following:
 - a. 2:260, *Uniform Grievance Procedure*. A student may use this policy to complain about bullying.
 - b. 2:265, *Title IX Sexual Harassment Grievance Procedure*. Any person may use this policy to complain about sexual harassment in violation of Title IX of the Education Amendments of 1972.
 - c. 6:60, *Curriculum Content*. Bullying prevention and character instruction is provided in all grades in accordance with State law.
 - d. 6:65, *Student Social and Emotional Development*. Student social and emotional development is incorporated into SASSED's educational program as required by State law.
 - e. 6:235, *Access to Electronic Networks*. This policy states that the use of SASSED's electronic networks is limited to: (1) support of education and/or research, or (2) a legitimate business use.
 - f. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person from harassing, intimidating, or bullying a student based on an identified actual or perceived characteristic (the list of characteristics in 7:20 is the same as the list in this policy).
 - g. 7:185, *Teen Dating Violence Prohibited*. This policy prohibits teen dating violence on school property, at school sponsored activities, and in vehicles used for school-provided transportation.
 - h. 7:190, *Student Behavior*. This policy prohibits, and provides consequences for, hazing, bullying, or other aggressive behaviors, or urging other students to engage in such conduct.
 - i. 7:310, *Restrictions on Publications; Elementary Schools*, and 7:315, *Restrictions on Publications; High Schools*. These policies prohibit students from and provide consequences for: (1) accessing and/or distributing at school any written, printed, or electronic material, including material from the Internet, that will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities, and (2) creating and/or distributing written, printed, or electronic material, including photographic material and blogs, that causes substantial disruption to school operations or interferes with the rights of other students or staff members.

LEGAL REF.: 105 ILCS 5/10-20.14, 5/10-22.6(b-20), 5/24-24, and 5/27-23.7.
405 ILCS 49/, Children's Mental Health Act.
775 ILCS 5/1-103, Ill. Human Rights Act.
23 Ill.Admin.Code §§1.240 1.280, and 1.295.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:170 (Safety), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:20 (Harassment of Students Prohibited), 7:185 (Teen Dating Violence Prohibited), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:285 (Anaphylaxis Prevention, Response, and Management Program), 7:310 (Restrictions on Publications; Elementary Schools), 7:315 (Restrictions on Publications; High Schools)

ADOPTED:

Students

Teen Dating Violence Prohibited

Engaging in teen dating violence that takes place at school, on school property, at school-sponsored activities, or in vehicles used for school-provided transportation is prohibited. For purposes of this policy, the term *teen dating violence* occurs whenever a student who is 13 to 19 years of age uses or threatens to use physical, mental, or emotional abuse to control an individual in the dating relationship; or uses or threatens to use sexual violence in the dating relationship.

The Executive Director or designee shall develop and maintain a program to respond to incidents of teen dating violence that:

1. Fully implements and enforces each of the following Board policies:
 - a. 2:260, *Uniform Grievance Procedure*. This policy provides a method for any student, parent/guardian, employee, or community member to file a complaint if he or she believes that the Board, its employees, or its agents have violated his or her rights under the State or federal Constitution, State or federal statute, Board policy, or various enumerated bases.
 - b. 2:265, *Title IX Sexual Harassment Grievance Procedure*. This policy prohibits any person from engaging in sexual harassment in violation of Title IX of the Education Amendments of 1972. Prohibited conduct includes but is not limited to sexual assault, dating violence, domestic violence, and stalking.
 - c. 7:20, *Harassment of Students Prohibited*. This policy prohibits any person from harassing, intimidating, or bullying a student based on the student's actual or perceived characteristics of sex; sexual orientation; gender identity; and gender-related identity or expression (this policy includes more protected statuses).
 - d. 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*. This policy prohibits students from engaging in bullying, intimidation, and harassment at school, school-related events and electronically. Prohibited conduct includes threats, stalking, physical violence, sexual harassment, sexual violence, theft, public humiliation, destruction of property, or retaliation for asserting or alleging an act of bullying.
2. Encourages anyone with information about incidents of teen dating violence to report them to any of the following individuals:
 - a. Any school staff member. School staff shall respond to incidents of teen dating violence by following SASSED's established procedures for the prevention, identification, investigation, and response to bullying and school violence.
 - b. The Nondiscrimination Coordinator, Program Administrator/Coordinator, or a Complaint Manager identified in policy 7:20, *Harassment of Students Prohibited*.
3. Incorporates age-appropriate instruction in grades 7 through 12, in accordance with SASSED's comprehensive health education program in Board policy 6:60, *Curriculum Content*. This includes incorporating student social and emotional development into SASSED's educational program as required by State law and in alignment with Board policy 6:65, *Student Social and Emotional Development*.

4. Incorporates education for school staff, as recommended by the Nondiscrimination Coordinator, Program Administrator/Coordinator, or a Complaint Manager.
5. Notifies students and parents/guardians of this policy.

Incorporated
by Reference: 7:180-AP1, (Prevention, Identification, Investigation, and Response to Bullying)

LEGAL REF.: 105 ILCS 110/3.10.

CROSS REF.: 2:240 (Board Policy Development), 2:260 (Uniform Grievance Procedure), 2:265 (Title IX Sexual Harassment Grievance Procedure), 5:100 (Staff Development Program), 5:230 (Maintaining Student Discipline), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 7:20 (Harassment of Students Prohibited), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities)

ADOPTED:

Students

Student Behavior

The goals and objectives of this policy are to provide effective discipline practices that: (1) ensure the safety and dignity of students and staff; (2) maintain a positive, weapons-free, and drug-free learning environment; (3) keep school property and the property of others secure; (4) address the causes of a student's misbehavior and provide opportunities for all individuals involved in an incident to participate in its resolution; and (5) teach students positive behavioral skills to become independent, self-disciplined citizens in the school community and society.

When and Where Conduct Rules Apply

A student is subject to disciplinary action for engaging in prohibited student conduct, as described in the section with that name below, whenever the student's conduct is reasonably related to school or school activities, including, but not limited to:

1. On, or within sight of, school grounds before, during, or after school hours or at any time;
2. Off school grounds at a school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school;
3. Traveling to or from school or a school activity, function, or event; or
4. Anywhere, if the conduct interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including, but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; or (b) endanger the health or safety of students, staff, or school property.

Prohibited Student Conduct

SASED/member district [administrators](#) are authorized to discipline students enrolled in SASED programs for gross disobedience or misconduct, including but not limited to:

1. Using, possessing, distributing, purchasing, or selling tobacco or nicotine materials, including without limitation, electronic cigarettes.
2. Using, possessing, distributing, purchasing, or selling alcoholic beverages. Students who are under the influence of an alcoholic beverage are not permitted to attend school or school functions and are treated as though they had alcohol in their possession.
3. Using, possessing, distributing, purchasing, or selling:
 - a. Any illegal drug, controlled substance, or cannabis (including marijuana, hashish and medical cannabis unless the student is authorized to be administered a medical cannabis infused product under Ashley's Law).
 - b. Any anabolic steroid unless being administered in accordance with a physician's or licensed practitioner's prescription.

- c. Any performance-enhancing substance on the Illinois High School Association's most current banned substance list unless administered in accordance with a physician's or licensed practitioner's prescription.
- d. Any prescription drug when not prescribed for the student by a physician or licensed practitioner, or when used in a manner inconsistent with the prescription or prescribing physician's or licensed practitioner's instructions. The authorized medical use of cannabis is prohibited unless the student is authorized to be administered a medical cannabis infused product under Ashley's Law).
- e. Any inhalant, regardless of whether it contains an illegal drug or controlled substance:
 - (a) that a student believes is, or represents to be capable of, causing intoxication, hallucination, excitement, or dulling of the brain or nervous system; or (b) about which the student engaged in behavior that would lead a reasonable person to believe that the student intended the inhalant to cause intoxication, hallucination, excitement, or dulling of the brain or nervous system. The prohibition in this section does not apply to a student's use of asthma or other legally prescribed inhalant medications.
- f. Any substance inhaled, injected, smoked, consumed, or otherwise ingested or absorbed with the intention of causing a physiological or psychological change in the body, including without limitation, pure caffeine in tablet or powdered form.
- g. "Look-alike" or counterfeit drugs, including a substance not containing an illegal drug or controlled substance, but one: (a) that a student believes to be, or represents to be, an illegal drug or controlled substance; or (b) about which a student engaged in behavior that would lead a reasonable person to believe that the student expressly or impliedly represented to be an illegal drug or controlled substance.
- h. Drug paraphernalia, including devices that are or can be used to: (a) ingest, inhale, or inject cannabis or controlled substances into the body; and (b) grow, process, store, or conceal cannabis or controlled substances.

Students who are under the influence of any prohibited substance are not permitted to attend school or school functions and are treated as though they had the prohibited substance, as applicable, in their possession.

- 4. Using, possessing, controlling, or transferring a weapon as that term is defined in the **Weapons** section of this policy.
- 5. Using or possessing an electronic paging device. Using a cellular telephone, video recording device, personal digital assistant (PDA), or other electronic device in any manner that disrupts the educational environment or violates the rights of others, including using the device to take photographs in locker rooms or bathrooms, cheat, or otherwise violate student conduct rules. Prohibited conduct specifically includes, without limitation, creating, sending, sharing, viewing, receiving, or possessing an indecent visual depiction of oneself or another person through the use of a computer, electronic communication device or cellular phone. Unless otherwise banned under this policy or by the Program Administrator, all electronic devices must be kept powered-off or silenced and out-of-sight during the regular school day unless: (a) the supervising teacher grants permission; (b) use of the device is provided in a student's individualized education program (IEP); (c) it is used during the student's lunch period, or (d) it is needed in an emergency that threatens the safety of students, staff, or other individuals.
- 6. Using or possessing a laser pointer unless under a staff member's direct supervision and in the context of instruction.

7. Disobeying rules of student conduct or directives from staff members or school officials. Examples of disobeying staff directives include refusing a SASED/member district staff member's request to stop, present school identification, or submit to a search.
8. Engaging in academic dishonesty, including cheating, intentionally plagiarizing, wrongfully giving or receiving help during an academic examination, and wrongfully obtaining test copies or scores.
9. Engaging in hazing or any kind of bullying or aggressive behavior that does physical or psychological harm to a staff person or another student or urging other students to engage in such conduct. Prohibited conduct specifically includes without limitation, any use of violence, intimidation, force, noise, coercion, threats, stalking, harassment, sexual harassment, public humiliation, theft or destruction of property, retaliation, hazing, bullying, bullying using a school computer or school computer network, or other comparable conduct.
10. Engaging in any sexual activity, including without limitation, offensive touching, sexual harassment, indecent exposure (including mooning), and sexual assault. This does not include the non-disruptive: (a) expression of gender or sexual orientation or preference, or (b) display of affection during non-instructional time.
11. Teen dating violence, as described in Board policy 7:185, Teen Dating Violence Prohibited, is prohibited.
12. Causing or attempting to cause damage to, or stealing or attempting to steal, school property or another person's personal property.
13. Entering school property or a school facility without proper authorization.
14. In the absence of a reasonable belief that an emergency exists, calling emergency responders (such as calling 911); signaling or setting off alarms or signals indicating the presence of an emergency; or indicating the presence of a bomb or explosive device on school grounds, school bus, or at any school activity.
15. Being absent without a recognized excuse; State law and Board policy regarding truancy control will be used with chronic and habitual truants.
16. Being involved with any public school fraternity, sorority, or secret society, by: (a) being a member; (b) promising to join; (c) pledging to become a member; or (d) soliciting any other person to join, promise to join, or be pledged to become a member.
17. Being involved in gangs or gang-related activities, including displaying gang symbols or paraphernalia.
18. Violating any criminal law, including but not limited to, assault, battery, arson, theft, gambling, eavesdropping, and hazing.
19. Making an explicit threat on an Internet website against a school employee, a student, or any school-related personnel if the Internet website through which the threat was made is a site that was accessible within the school at the time the threat was made or was available to third parties who worked or studied within the school grounds at the time the threat was made, and the threat could be reasonably interpreted as threatening to the safety and security of the threatened

individual because of his or her duties or employment status or status as a student inside the school.

20. Operating an unmanned aircraft system (UAS) or drone for any purpose on school grounds or at any school event unless granted permission by the Executive Director or designee.
21. Engaging in any activity, on or off campus, that violates the disciplinary rules or policies of a SASED member district, or interferes with, disrupts, or adversely affects the school environment, school operations, or an educational function, including but not limited to, conduct that may reasonably be considered to: (a) be a threat or an attempted intimidation of a staff member; (b) endanger the health or safety of students, staff, or school property; or bears a nexus with school or school-related activities.

For purposes of this policy, the term “possession” includes having control, custody, or care, currently or in the past, of an object or substance, including situations in which the item is: (a) on the student’s person; (b) contained in another item belonging to, or under the control of, the student, such as in the student’s clothing, backpack, or automobile; (c) in a school’s student locker, desk, or other school property; or (d) at any location on school property or at a school-sponsored events.

Efforts, including the use of positive interventions and supports, and progressive discipline, shall be made to deter students, while at school or a school-related event, from engaging in aggressive behavior that may reasonably produce physical or psychological harm to someone else. The Executive Director, Program Administrator or designee shall ensure that the parent/guardian of a student who engages in aggressive behavior is notified of the incident. The failure to provide such notification does not limit the authority of SASED or a member district to impose discipline, including suspension or expulsion, for such behavior.

No disciplinary action shall be taken against any student that is based totally or in part on the refusal of the student’s parent/guardian to administer or consent to the administration of psychotropic or psychostimulant medication to the student.

Disciplinary Measures

SASED administration shall limit the number and duration of expulsions and out-of-school suspensions to the greatest extent practicable, and, where practicable and reasonable, shall consider forms of non-exclusionary discipline before using out-of-school suspensions or expulsions. Administration shall not advise or encourage students to drop out voluntarily due to behavioral or academic difficulties. Potential disciplinary measures include, without limitation, any of the following:

1. Notifying parents/guardians.
2. Disciplinary conference.
3. Withholding of privileges.
4. Temporary removal from the classroom.
5. Return of property or restitution for lost or damaged property
6. In-school suspension for a period not to exceed 5 school days. Program Administrator or designee shall ensure that the student is properly supervised.

7. After-school study or Saturday study, provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Program Administrator or designee.
8. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. SASED/member district will not provide transportation. Administration shall use this option only as an alternative to another disciplinary measure giving the student and/or parent/guardian the choice.
9. Seizure of contraband: confiscation and temporary retention of personal property that was used to violate this policy or school disciplinary rules.
10. Suspension from the bus, in accordance with Board policy 7:220, Bus Conduct and 7:230 Misconduct by Students with Disabilities.
11. Out of school suspension from school and all school activities in accordance with Board policy 7:200, Suspension Procedures. A student who has been suspended may also be restricted from being on school grounds and at school activities.
12. Expulsion from school and all school activities for a definite time period not to exceed two calendar years, provided that the appropriate procedures regarding the discipline of students with disabilities are followed. A student who has been expelled may also be restricted from being on school grounds and at school activities.
13. Transfer to an alternative program if the student is expelled or otherwise qualifies for the transfer under State law. The transfer shall be in the manner provided in Article 13A or 13B of the School Code.
14. Notifying juvenile authorities or other law enforcement whenever the conduct involves criminal activity, including but not limited to, illegal drugs (controlled substances), "look-alikes," alcohol, or weapons or in other circumstances as authorized by the reciprocal reporting agreement between SASED and local law enforcement agencies.
- ~~15. After school study or Saturday study, provided the student's parent/guardian has been notified. If transportation arrangements cannot be agreed upon, an alternative disciplinary measure must be used. The student must be supervised by the detaining teacher or the Program Administrator or designee.~~
- ~~16. Community service with local public and nonprofit agencies that enhances community efforts to meet human, educational, environmental, or public safety needs. SASED/member district will not provide transportation. Administration shall use this option only as an alternative to another disciplinary measure giving the student and/or parent/guardian the choice.~~
- ~~17. Any disciplinary measures specified within the student's Individual Educational Plan.~~
- ~~18. Out of school suspension from school and all school activities in accordance with Board policy 7:200, Suspension Procedures. A student who has been suspended may also be restricted from being on school grounds and at school activities.~~

~~19. Suspension of bus riding privileges, in accordance with Board policy 7:220, Bus Conduct~~

~~20. Expulsion from school and all school-sponsored activities and events for a definite time period not to exceed 2 calendar years, provided that the appropriate procedures regarding the discipline of students with disabilities are followed. An expelled student is prohibited from being on school grounds.~~

The above list of disciplinary measures is a range of options that will not always be applicable in every case. In some circumstances, it may not be possible to avoid suspending or expelling a student because behavioral interventions, other than a suspension and expulsion, will not be appropriate and available, and the only reasonable and practical way to resolve the threat and/or address the disruption is a suspension or expulsion.

Corporal punishment is prohibited. *Corporal punishment* is defined as slapping, paddling, or prolonged maintenance of students in physically painful positions, or intentional infliction of bodily harm. Corporal punishment does not include reasonable force as needed to maintain safety for students, staff, or other persons, or for the purpose of self-defense or defense of property.

Isolated Time Out, Time Out, and Physical Restraint

Isolated time out, time out, and physical restraint may only be used when a student's behavior presents an imminent danger of serious physical harm to the student or others, less restrictive and intrusive measures have been tried and proven ineffective in stopping the imminent danger of serious physical harm, there is no known medical contraindication to its use on the student, and the school staff member or members applying the intervention have been trained in its safe application, in accordance with 105 ILCS 5/10-20.33, State Board of Education rules (23 Ill. Admin. Code Section 1.285), and SASSED procedures.

Weapons

A student who is determined to have brought one of the following objects to school, any school-sponsored activity or event, or any activity or event that bears a reasonable relationship to school may be expelled, subject to the *Individuals with Disabilities Education Act*, as amended, the *Illinois School Code*, and *Section 504 of the Rehabilitation Act of 1973*, and their respective rules and regulations, for a period of at least one calendar year but not more than 2 calendar years:

1. A *firearm*, meaning any gun, rifle, shotgun, or weapon as defined by Section 921 of Title 18 of the United States Code (18 U.S.C. § 921), firearm as defined in Section 1.1 of the Firearm Owners Identification Card Act (430 ILCS 65/), or firearm as defined in Section 24-1 of the Criminal Code of 1961 (720 ILCS 5/24-1).
2. A knife, brass knuckles, or other knuckle weapon regardless of its composition, a billy club, or any other object if used or attempted to be used to cause bodily harm, including "look alikes" of any firearm as defined above.

The expulsion requirement under either paragraph 1 or 2 above may be modified by the Superintendent of the student's district of residence, and the Superintendent's determination may be modified by the Board of the student's district of residence on a case-by-case basis. The Superintendent of the student's district of residence or designee may grant an exception to this policy, upon the prior request of an adult supervisor, for students in theatre, cooking, ROTC, martial arts, and similar programs, whether or not school-sponsored, provided the item is not equipped, nor intended, to do bodily harm.

This policy's prohibitions concerning weapons apply regardless of whether: (1) a student is licensed to carry a concealed firearm, or (2) the SASSED Board of Control or the Board of the district hosting a SASSED program, permits visitors, who are licensed to carry a concealed firearm, to store a firearm in a locked vehicle in a school parking area.

Re-Engagement of Returning Students

The Executive Director or designee shall maintain a process to facilitate the re-engagement of students who are returning from an out-of-school suspension, expulsion, or an alternative setting. The goal of re-engagement shall be to support the student's ability to be successful in school following a period of exclusionary discipline and shall include the opportunity for students who have been suspended to complete or make up work for equivalent academic credit.

Required Notices

A SASSED staff member shall immediately notify the office of the Program Administrator in the event that he or she: (1) observes any person in possession of a firearm on or around school grounds; however, such action may be delayed if immediate notice would endanger students under his or her supervision, (2) observes or has reason to suspect that any person on school grounds is or was involved in a drug-related incident, or (3) observes a battery committed against any staff member. Upon receiving such a report, the Program Administrator/Coordinator or designee shall immediately notify the local law enforcement agency, Ill. State Police (ISP), and any involved student's parent/guardian. *School grounds* includes modes of transportation to school activities and any public way within 1000 feet of the school, as well as school property itself.

Delegation of Authority

Each teacher, and any other school personnel when students are under his or her charge, is authorized to impose any disciplinary measure, other than suspension, expulsion, corporal punishment or in-school suspension, that is appropriate and in accordance with the policies and rules on student discipline of SASSED and the member district in which the student resides. All disciplinary actions so imposed shall be consistent with and subject to applicable federal and State laws and regulations related to the discipline of students with disabilities, and consistent with such students' IEPs. Teachers, other certificated educational employees, and other persons providing a related service for or with respect to a student, may use reasonable force as needed to maintain safety for other students, school personnel, or other persons, or for the purpose of self-defense or defense of property. Teachers may temporarily remove students from a classroom for disruptive behavior.

The Executive Director or Program Administrator or the appropriate administrator from the student's district of residence are authorized to impose the same disciplinary measures as teachers and may suspend students guilty of gross disobedience or misconduct from school (including all school functions) and from riding the school bus, up to 10 consecutive school days, provided the appropriate procedures are followed. SASSED in collaboration with the district of residence may suspend a student from riding the bus in excess of 10 school days for safety reasons.

Program Guides and Student Handbook

The Executive Director or designee, with input from the Parent Advisory Council, shall prepare disciplinary rules implementing SASSED's disciplinary policies. These disciplinary rules shall be presented annually to the Board for its review and approval.

A program guide and/or student handbook, including SASSED's disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or upon a student's enrollment.

Incorporated

by Reference: 7:190-AP4, Use of Isolated Time Out, Time Out, and Physical Restraint.

LEGAL REF.: 20 U.S.C. §6081, Pro-Children Act of 1994.
20 U.S.C. §7961 et seq., Gun Free Schools Act.
105 ILCS 5/10-20.5b, 5/10-20.14, 5/10-20.28, 5/10-20.36, 5/10-21.7, 5/10-21.10, 5/10-22.6, 5/10-27.1A, 5/10-27.1B, 5/22-33, 5/24-24, 5/26-12, 5/27-23.7, 5/31-3.
105 ILCS 110/3.10, Critical Health Problems and Comprehensive Health Education Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.
410 ILCS 647/, Powdered Caffeine Control and Education Act.
430 ILCS 66/, Firearm Concealed Carry Act.
23 Ill. Admin. Code §§1.280, 1.285.

CROSS REF.: 2:240 (Board Policy Development), 5:230 (Maintaining Student Discipline), 6:110 (Programs for Students At Risk of Academic Failure and/or Dropping Out of School and Graduation Incentives Program), 7:70 (Attendance and Truancy), 7:130 (Student Rights and Responsibilities), 7:140 (Search and Seizure), 7:150 (Agency and Police Interviews), 7:160 (Student Appearance), 7:170 (Vandalism), 7:180 (Preventing Bullying, Intimidation, and Harassment), 7:185 (Teen Dating Violence Prohibited), 7:200 (Suspension Procedures), 7:220 (Bus Conduct), 7:230 (Misconduct by Students with Disabilities), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:270 (Administering Medicines to Students), 7:310 (Restrictions on Publications; Elementary Schools and Written or Electronic Material), 7:315 (Restrictions on Publications; High Schools), 8:30 (Visitors to and Conduct on SASSED Property)

ADOPTED:

Students

Suspension Procedures

With respect to disciplinary action concerning children with disabilities, the Executive Director shall develop procedures that conform to the requirements of 34 CFR 300.530 through 300.536, as well as Section 10-22.6 of the *Illinois School Code* [105 ILCS 5/10-22.6], as amended. In addition, upon the occurrence of any act that may subject the student either to expulsion from school or suspension resulting in more than ten (10) cumulative days of suspension during any one school year, a meeting of the IEP Team shall be convened to review the student's behavioral intervention plan or, if a behavioral intervention plan has not yet been developed, to develop one.

LEGAL REF.: Goss v. Lopez, 419 U.S. 565 (1975).
105 ILCS 5/10-20.14, 5/10-22.6.
23 Ill.Admin.Code §1.280.

CROSS REF.: 5:100 (Staff Development Program), 7:130 (Student Rights and Responsibilities),
7:190 (Student Behavior), 7:220 (Bus Conduct), 7:230 (Misconduct by Students
with Disabilities)

ADOPTED:

Students

Expulsion Procedures

The final authority for expulsion of a student programmed educationally within SASED lies with the Board of Education of the student's district of residence. The policy provided within the district of residence for expulsion of students will be followed, including the due process procedures and compliance with the provisions of IDEA. No student with a disability shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability. A student with a disability whose gross disobedience or misconduct is not a manifestation of his/her disability may be expelled pursuant to the expulsion procedures, in accordance with the district of residence, provided that the student shall continue to receive educational services as provided in his or her Individual Education Plan (IEP) during the period of expulsion.

LEGAL REF.: Goss v. Lopez, 419 U.S. 565 (1975).
105 ILCS 5/10-20.14, 5/10-22.6.

CROSS REF.: 5:100 (Staff Development Program), 7:130 (Student Rights and Responsibilities),
7:190 (Student Discipline), 7:200 (Suspension Procedures), 7:230 (Misconduct by
Students with Disabilities)

ADOPTED:

Students

Bus Conduct

All students must follow SASSED/member/resident district's *School Bus Safety Rules*.

School Bus Suspensions

The Executive Director, or any designee as permitted in the School Code, is authorized to suspend a student from riding the school bus for up to 10 consecutive school days for engaging in gross disobedience or misconduct, including but not limited to, the following:

1. Prohibited student conduct as defined in Governing Board policy 7:190, *Student Behavior*.
2. Willful injury or threat of injury to a bus driver or to another rider.
3. Willful and/or repeated defacement of the bus.
4. Repeated use of profanity.
5. Repeated willful disobedience of a directive from a bus driver or other supervisor.
6. Such other behavior as the Executive Director or designee deems to threaten the safe operation of the bus and/or its occupants.

If a student is suspended from riding the bus for gross disobedience or misconduct on a bus in collaboration with the district of residence, SASSED may suspend the student from riding the school bus for a period in excess of 10 days for safety reasons. SASSED/member/resident district's regular suspension procedures shall be used to suspend a student's privilege to ride a school bus.

Academic Credit for Missed Classes During School Bus Suspension

A student suspended from riding the bus who does not have alternate transportation to school shall have the opportunity to complete or make up work for equivalent academic credit. It shall be the responsibility of the student's parent or guardian to notify the school that the student does not have alternate transportation.

Electronic Recordings on School Buses

Electronic visual and audio recordings may be used on school buses to monitor conduct and to promote and maintain a safe environment for students and employees when transportation is provided for any school related activity. Notice of electronic recordings shall be displayed on the exterior of the vehicle's entrance door and front interior bulkhead in compliance with State law and the rules of the Illinois Department of Transportation, Division of Traffic Safety.

Students are prohibited from tampering with electronic recording devices. Students who violate this policy shall be disciplined in accordance with the Board's discipline policy and shall reimburse SASSED for any necessary repairs or replacement.

LEGAL REF.: Family Educational Rights and Privacy Act, 20 U.S.C. §1232g; 34 C.F.R. Part 99.
105 ILCS 5/10-20.14, 5/10-22.6, and 10/.
720 ILCS 5/14-3(m).
23 Ill.Admin.Code Part 375, Student Records.

CROSS REF.: 4:110 (Transportation), 4:170 (Safety), 7:130 (Student Rights and Responsibilities), 7:170 (Vandalism), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:230 (Misconduct by Students with Disabilities), 7:340 (Student Records)

ADOPTED:

Students

Misconduct by Students with Disabilities

Behavioral Interventions

Behavioral interventions shall be used with students with disabilities to promote and strengthen desirable behaviors and reduce identified inappropriate behaviors. The Board will establish and maintain a committee to develop, implement, and monitor procedures on the use of behavioral interventions for children with disabilities.

Discipline of Special Education Students

SASED shall comply with the Individuals With Disabilities Education Improvement Act of 2004 and the Illinois State Board of Education's *Special Education* rules when disciplining special education students. No special education student shall be expelled if the student's particular act of gross disobedience or misconduct is a manifestation of his or her disability.

LEGAL REF.: Individuals With Disabilities Education Improvement Act of 2004, 20 U.S.C. §§1412, 1413, and 1415.
Gun-Free Schools Act, 20 U.S.C. §7151 et seq.
34 C.F.R. §§300.101, 300.530 - 300.536.
105 ILCS 5/10-22.6 and 5/14-8.05.
23 Ill.Admin.Code §226.400.
Honig v. Doe, 108 S.Ct. 592 (1988).

CROSS REF.: 2:150 (Committees), 6:120 (Education of Children with Disabilities), 7:130 (Student Rights and Responsibilities), 7:190 (Student Behavior), 7:200 (Suspension Procedures), 7:210 (Expulsion Procedures), 7:220 (Bus Conduct)

ADOPTED:

Students

Conduct Code for Participants in Extracurricular Activities

The Executive Director or designee, using input from coaches and sponsors of extracurricular activities, shall develop a conduct code for all participants in extracurricular activities consistent with Board policy. The conduct code shall: (1) require participants in extracurricular activities to conduct themselves as good citizens and exemplars of their school at all times, including after school, on days when school is not in session, and whether on or off school property; (2) emphasize that hazing and bullying activities are strictly prohibited; and (3) notify participants that failure to abide by it could result in discipline, up to and including removal from the activity. Participants who violate the conduct code will be allowed to give an explanation before being progressively disciplined. The conduct code shall be reviewed by the Executive Director or designee periodically at his or her discretion and presented to the Board.

Participants in extracurricular activities must abide by the conduct code for the activity and Board policy 7:190, *Student Behavior*. All coaches and sponsors of extracurricular activities shall annually review the conduct code with participants and provide participants with a copy. In addition, coaches and sponsors of interscholastic athletic programs shall provide instruction on steroid abuse prevention to students in grades 7 through 12 participating in these programs.

LEGAL REF.: Mahanoy Area Sch. Dist. v. B.L., 141 S.Ct. 2038 (2021).
Bd. of Educ. of Independent Sch. Dist. No. 92 v. Earls, 536 U.S. 822 (2002).
Vernonia Sch. Dist. 475 v. Acton, 515 U.S. 646 (1995).
Clements v. Bd. of Educ. of Decatur, 133 Ill.App.3d 531 (4th Dist. 1985).
Kevin Jordan v. O’Fallon THSD 203, 302 Ill.App.3d 1070 (5th Dist. 1999).
Todd v. Rush County Schs., 133 F.3d 984 (7th Cir. 1998).
105 ILCS 5/24-24, 5/27-23.3, and 25/2.

CROSS REF.: 5:280 (Duties and Qualifications), 6:190 (Extracurricular and Co-Curricular Activities), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:190 (Student Behavior), 7:300 (Extracurricular Athletics)

ADOPTED:

Students

Student Support Services

The following student support services may be provided by SASED as authorized by the resident school district:

1. Health services supervised by a qualified school nurse. The Executive Director or designee may implement procedures to further a healthy school environment and prevent or reduce the spread of disease.
2. Educational and psychological testing services and the services of a school psychologist as needed. In all cases, written permission to administer a psychological examination must be obtained from a student's parent(s)/guardian(s). The results will be given to the parent(s)/guardian(s), with interpretation, as well as to the appropriate professional staff.
3. The services of a school social worker. A student's parent/guardian must consent to regular or continuing services from a social worker.
4. Guidance and school counseling services.

The Executive Director or designee shall develop protocols for responding to students with social, emotional, or mental health needs that impact learning ability. SASED, however, assumes no liability for preventing, identifying, or treating such needs.

Erin's Law Counseling Options, Assistance, and Intervention

The Executive Director or designee will ensure that each school building's Student Support Committee identifies counseling options for students who are affected by sexual abuse and grooming behaviors, along with SASED and community-based options for victims of sexual abuse and grooming behaviors to obtain assistance and intervention. Community-based options must include a Children's Advocacy Center and sexual assault crisis center(s) that serve SASED, if any.

This policy shall be implemented in a manner consistent with State and federal laws, including the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

LEGAL REF.: 105 ILCS 5/10-23.13(b) 5/10-20.59, and 5/21B-25(G).
405 ILCS 49/, Children's Mental Health Act.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.

CROSS REF.: 6:65 (Student Social and Emotional Development), 6:270 (Guidance and Counseling Program), 7:100 (Health, Eye, and Dental Examinations; Immunizations; and Exclusion of Students), 7:280 (Communicable and Chronic Infectious Disease), 7:340 (Student Records)

ADOPTED:

Students

Exemption from Physical Education

In order to be excused from participation in physical education, a student must present an appropriate excuse from his or her parent/guardian or from a person licensed under the Medical Practice Act. The excuse may be based on medical or religious prohibitions. An excuse because of medical reasons must include a signed statement from a person licensed under the Medical Practice Act that corroborates the medical reason for the request. An excuse based on religious reasons must include a signed statement from a member of the clergy that corroborates the religious reason for the request. Upon written notice from a student's parent/guardian, a student will be excused from engaging in the physical activity components of physical education during a period of religious fasting.

Special activities in physical education will be provided for a student whose physical or emotional condition, as determined by a person licensed under the Medical Practice Act, prevents his or her participation in the physical education course.

State law prohibits the Board from honoring parental excuses based upon a student's participation in athletic training, activities, or competitions conducted outside the auspices of SASED.

A student who is eligible for special education may be excused from physical education courses in either of the following situations:

1. He or she (a) is in grades 3-12, (b) his or her IEP requires that special education support and services be provided during physical education time, and (c) the parent/guardian agrees, or the IEP team makes the determination; or
2. He or she (a) has an IEP, (b) is participating in an adaptive athletic program outside of the school setting, and (c) the parent/guardian documents the student's participation as required by the Executive Director or designee.

A student requiring adapted physical education must receive that service in accordance with his or her Individualized Educational Program/Plan (IEP).

A student in grades 9-12, unless otherwise stated, may submit a written request to the Program Administrator to be excused from physical education courses.

Students in grades 7 and 8 may submit a written request to the Program Administrator to be excused from physical education courses because of his or her ongoing participation in an interscholastic or extracurricular athletic program. The Program Administrator will evaluate requests on a case-by-case basis.

The Executive Director or designee shall maintain records showing that the criteria set forth in this policy were applied to the student's individual circumstances, as appropriate.

Students who have been excused from physical education shall return to the course as soon as practical. The following considerations will be used to determine when a student shall return to a physical education course:

1. The time of year when the student's participation ceases;
2. The student's class schedule; and
3. The student's future or planned additional participation in activities qualifying for substitutions for physical education.

LEGAL REF.: 105 ILCS 5/27-6.
225 ILCS 60/, Medical Practice Act.
23 Ill.Admin.Code §1.420(p) and §1.425(d), (e).

CROSS REF.: 6:60 (Curriculum Content)

ADOPTED:

PENDING ADOPTION

Students

Administering Medicines to Students

Students should not take medication during school hours or during school-related activities unless it is necessary for a student's health and well-being. When a student's licensed health care provider and parent/guardian believe that it is necessary for the student to take a medication during school hours or school-related activities, the parent/guardian must request that the school/program dispense the medication to the child and otherwise follow SASSED's procedures on dispensing medication.

Students may receive prescription and non-prescription medication at school only when the student's parent/guardian has submitted the completed "Authorization for Administration of Medication Form". No student shall possess or consume any prescription or non-prescription medication on school grounds or at a school-related function other than as provided for in this policy and its implementing procedures.

Nothing in this policy shall prohibit any school employee from providing emergency assistance to students, including administering prescribed medication, except for Diastat, which is to be administered by an RN or LPN.

The Program Administrator shall include this policy in the student handbook and shall provide a copy to the parents/guardians of students.

Self-Administration of Medication

A student may possess an epinephrine auto-injector (EpiPen®) and/or medication prescribed for asthma for immediate use at the student's discretion, provided the student's parent/guardian has completed and signed a "School Medication Authorization Form (SMA)."

The Executive Director will ensure an emergency action plan is developed for each self-administering student.

A student may self-administer medication required under a qualifying plan provided the student's parent/guardian has completed a signed SMA form. A qualifying plan means: Asthma Action Plan, Individual Health Care Action Plan, IL Food Allergy Emergency Action Plan and Treatment Authorization Form or plan pursuant to Section 504 of Federal Rehabilitation Act of 1973 or a plan pursuant to IDEA.

SASSED shall incur no liability, except for willful and wanton conduct, as a result of any injury arising from a student's self-administration of medication including epinephrine injectors, asthma medication or medicines under a qualifying plan, or the storage of any medication by school personnel. A student's parent/guardian must indemnify and hold harmless SASSED and its employees and agents, against any claims, except a claim based on willful and wanton conduct, arising out of a student's self-administration of an epinephrine injector, asthma medication or medicines under a qualifying plan, or the storage of any medication by school personnel.

SASSED Supply of Undesignated Epinephrine Auto-Injectors

The Executive Director or designee shall implement Section 22-30(f) of the School Code and maintain a supply of undesignated epinephrine auto-injectors for use in the Alternative School program at Southeast School in the name of SASSED and provide or administer them as necessary according to State law.

Undesignated epinephrine auto-injector means an epinephrine auto-injector prescribed in the name of SASED or one of its schools. The school/program nurse or trained personnel, as defined in State law, may administer an undesignated epinephrine auto-injector to a person when they, in good faith, believe a person is having an anaphylactic reaction. Each Program Administrator and/or his corresponding school nurse shall maintain a list of the names of trained personnel who have received a Statement of Certificate pursuant to State Law.

SASED Supply of Undesignated Opioid Antagonists

The Executive Director or designee shall implement 105 ILCS 5/22-30(f) and maintain a supply of undesignated opioid antagonists in the name of SASED and provide or administer them as necessary according to State law. Opioid antagonist means a drug that binds to opioid receptors and blocks or inhibits the effect of opioids acting on those receptors, including, but not limited to, naloxone hydrochloride or any other similarly acting drug approved by the U.S. Food and Drug Administration. Undesignated opioid antagonist is not defined by the School Code; for purposes of this policy, it means an opioid antagonist prescribed in the name of SASED or one of its schools. School/program nurse or trained personnel, as defined in State law, may administer an undesignated opioid antagonist to a person when they, in good faith, believe a person is having an opioid overdose. Each building administrator and/or his or her corresponding school nurse shall maintain the names of trained personnel who have received a statement of certification pursuant to State law. See the website for the Ill. Dept. of Human Services for information about opioid prevention, abuse, public awareness, and a toll-free number to provide information and referral services for persons with questions concerning substance abuse treatment.

SASED Supply of Undesignated Glucagon

The Executive Director or designee shall implement 105 ILCS 145/27 and maintain a supply of undesignated glucagon in the name of SASED in accordance with manufacturer's instructions.

When a student's prescribed glucagon is not available or has expired, a school/program nurse or delegated care aide may administer undesignated glucagon only if he or she is authorized to do so by a student's diabetes care plan.

Administration of Medical Cannabis

The Compassionate Use of Medical Cannabis Program Act allows a medical cannabis infused product to be administered to a student by one or more of the following individuals:

1. A parent/guardian of a student who is a minor who registers with the Ill. Dept. of Public Health (IDPH) as a designated caregiver to administer medical cannabis to their child. A designated caregiver may also be another individual other than the student's parent/guardian. Any designated caregiver must be at least 21 years old and is allowed to administer a medical cannabis infused product to a child who is a student on the premises of his or her school or on his or her school bus if:
 - a. Both the student and the designated caregiver possess valid registry identification cards issued by IDPH;
 - b. Copies of the registry identification cards are provided to the SASED;
 - c. That student's parent/guardian completed, signed, and submitted a School Medication Authorization Form - Medical Cannabis; and

- d. After administering the product to the student, the designated caregiver immediately removes it from school premises or the school bus.
2. A properly trained school nurse or administrator, who shall be allowed to administer the medical cannabis infused product to the student on the premises of the child's school, at a SASED-sponsored activity, or before/after normal school activities, including while the student is in before-school or after-school care on school-operated property or while being transported on a school bus.
3. The student him or herself when the self-administration takes place under the direct supervision of a school nurse or administrator.

Medical cannabis infused product (product) includes oils, ointments, foods, and other products that contain usable cannabis but are not smoked or vaped. Smoking and/or vaping medical cannabis is prohibited.

The product may not be administered in a manner that, in the opinion of SASED, would create a disruption to the educational environment or cause exposure of the product to other students. A school employee shall not be required to administer the product.

Discipline of a student for being administered a product by a designated caregiver, or by a school nurse or administrator, or who self-administers a product under the direct supervision of a school nurse or administrator pursuant to this policy is prohibited. SASED may not deny a student attendance at a school solely because he or she requires administration of the product during school hours.

Void Policy

SASED's Supply of Undesignated Asthma Medication section of the policy is void whenever the Executive Director or designee is, for whatever reason, unable to: (1) obtain for SASED a prescription for undesignated asthma medication from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill SASED's prescription for undesignated school asthma medication.

SASED's Supply of Undesignated Epinephrine Injectors section of the policy is void whenever the Executive Director or designee is, for whatever reason, unable to: (1) obtain for SASED a prescription for undesignated epinephrine injectors from a physician or advanced practice nurse licensed to practice medicine in all its branches, or (2) fill SASED's prescription for undesignated school epinephrine injectors.

SASED's Supply of Undesignated Opioid Antagonists section of the policy is void whenever the Executive Director or designee is, for whatever reason, unable to: (1) obtain for SASED a prescription for opioid antagonists from a health care professional who has been delegated prescriptive authority for opioid antagonists in accordance with Section 5-23 of the Substance Use Disorder Act, or (2) fill SASED's prescription for undesignated school opioid antagonists.

SASED's Supply of Undesignated Glucagon section of the policy is void whenever the Executive Director or designee is, for whatever reason, unable to: (1) obtain for SASED a prescription for glucagon from a qualifying prescriber, or (2) fill SASED's prescription for undesignated school glucagon.

The **Administration of Medical Cannabis** section of the policy is void and SASED reserves the right not to implement it if SASED is in danger of losing federal funding.

Administration of Undesignated Medication

Upon any administration of an undesignated medication permitted by State law, the Executive Director or designee(s) must ensure all notifications required by State law and administrative procedures occur.

Undesignated Medication Disclaimers

Upon implementation of this policy, the protections from liability and hold harmless provisions applicable under State law apply.

No one, including without limitation, parents/guardians of students, should rely on SASSED for the availability of undesignated medication. This policy does not guarantee the availability of undesignated medications. Students and their parents/guardians should consult their own physician regarding these medication(s).

LEGAL REF.: 105 ILCS 5/10-20.14b, 5/10-22.21b, 5/22-30, and 5/22-33.
105 ILCS 145/, Care of Students with Diabetes Act.
410 ILCS 130/, Compassionate Use of Medical Cannabis Program Act
720 ILCS 550/, Cannabis Control Act. 23 Ill.Admin.Code §1.540.

CROSS REF.: 7:285 (Anaphylaxis Prevention, Response, and Management Program)

ADOPTED:

Students

Orders to Forgo Life-Sustaining Treatment

Written orders from parent(s)/guardian(s) to forgo life-sustaining treatment for their child must be signed by the student's physician and given to the Executive Director or designee. The Executive Director or designee shall develop procedures that ensure such orders are filed in the member district's records, at a central location in SASED's administrative offices, and in the teacher's working file. This policy shall be interpreted in accordance with the Illinois Health Care Surrogate Act (755 ILCS 40/1).

For students in a SASED programs, whenever an order to forgo life-sustaining treatment is received, the Building Principal/Program Administrator shall convene a multi-disciplinary team that includes:

1. The student when appropriate
2. The student's parent(s)/guardian(s)
3. Other medical professionals e.g., licensed physician, physician's assistant, or nurse practitioner;
4. Local first responders for the building in which the student is assigned to attend school;
5. The school nurse;
6. Clergy, if requested by the student or his or her parent(s)/guardians(s);
7. Other individuals to provide support to the student or his or her parent(s)/guardian(s); and
8. School personnel designated by the IEP team.

The team shall determine guidelines and specific interventions to be used by school staff members in the event the child suffers a life- threatening episode at school or a school event.

SASED personnel shall convey orders to forgo life-sustaining treatment to the appropriate emergency or healthcare provider.

LEGAL REF.: Health Care Surrogate Act, 755 ILCS 40/
Cruzan v. Director, Missouri Dept. of Health, 497 U.S. 261 (1990).
In re C.A., a minor, 236 Ill.App.3d 594 (1st Dist. 1992).

ADOPTED:

Students

Communicable and Chronic Infectious Disease

A student with or carrying a communicable and/or chronic infectious disease has all rights, privileges, and services provided by law and the Board's policies. The Executive Director or designee will develop procedures to safeguard these rights while managing health and safety concerns.

LEGAL REF.: 105 ILCS 5/10-21.11.
23 Ill.Admin.Code §§ 1.610 and 226.300.
77 Ill.Admin.Code Part 690.
20 U.S.C. §1400 et seq., Individuals With Disabilities Education Improvement Act of 2004.
29 U.S.C. §794(a), Rehabilitation Act of 1973, Section 504.

ADOPTED:

Students

Anaphylaxis Prevention, Response, and Management Program

School attendance may increase a student's risk of exposure to allergens that could trigger anaphylaxis. Students at risk for anaphylaxis benefit from a Board policy that coordinates a planned response in the event of an anaphylactic emergency. Anaphylaxis is a severe systemic allergic reaction from exposure to allergens that is rapid in onset and can cause death. Common allergens include animal dander, fish, latex, milk, shellfish, tree nuts, eggs, insect venom, medications, peanuts, soy, and wheat. A severe allergic reaction usually occurs quickly; death has been reported to occur within minutes. An anaphylactic reaction can also occur up to one to two hours after exposure to the allergen.

While it is not possible for SASSED to completely eliminate the risks of an anaphylactic emergency when a student is at school, an Anaphylaxis Prevention, Response, and Management Program using a cooperative effort among students' families, staff members, students, health care providers, emergency medical services, and the community helps SASSED reduce these risks and provide accommodations and proper treatment for anaphylactic reactions.

The Executive Director or designee shall develop and implement an Anaphylaxis Prevention, Response, and Management Program for the prevention and treatment of anaphylaxis that:

1. Fully implements the Ill. State Board of Education (ISBE)'s model policy required by the School Code that: (a) relates to the care and response to a person having an anaphylaxis reaction, (b) addresses the use of epinephrine in a school setting, (c) provides a full food allergy and prevention of allergen exposure plan, and (d) aligns with 105 ILCS 5/22-30 and 23 Ill.Admin.Code §1.540.
2. Ensures staff members receive appropriate training, including: (a) an in-service training program for staff who work with students that is conducted by a person with expertise in anaphylactic reactions and management, and (b) training required by law for those staff members acting as *trained personnel*, as provided in 105 ILCS 5/22-30 and 23 Ill.Admin.Code §1.540.
3. Implements and maintains a supply of undesignated epinephrine in the name of SASSED, in accordance with policy 7:270, *Administering Medicines to Students*.
4. Follows and references the applicable best practices specific to SASSED's needs in the Centers for Disease Control and Prevention's *Voluntary Guidelines for Managing Food Allergies in Schools and Early Care and Education Programs* and the *National Association of School Nurses Allergies and Anaphylaxis Resources/Checklists*.
5. Provides annual notice to the parents/guardians of all students to make them aware of this policy.
6. Complies with State and federal law and is in alignment with Board policies.

Monitoring

Pursuant to State law and policy 2:240, *Board Policy Development*, the Board reviews and makes any necessary updates to this policy at least once every three years. The Executive Director or designee shall assist the Board with its review and any necessary updates.

LEGAL REF.: 105 ILCS 5/2-3.190, 5/10-22.39(e), and 5/22-30.
23 Ill.Admin.Code §1.540.
Anaphylaxis Response Policy for Illinois Schools, published by ISBE.

CROSS REF.: 4:110 (Transportation), 4:120 (Food Services), 4:170 (Safety), 5:100 (Staff Development Program), 6:120 (Education of Children with Disabilities), 6:240 (Field Trips), 7:180 (Prevention of and Response to Bullying, Intimidation and Harassment), 7:250 (Student Support Services), 7:270 (Administering Medicines to Students), 8:100 (Relations with Other Organizations and Agencies)

ADOPTED:

PENDING ADOPTION

Students

Suicide and Depression Awareness and Prevention

Youth suicide impacts the safety of the school environment. It also affects the school community, diminishing the ability of surviving students to learn and the school's ability to educate. Suicide and depression awareness and prevention are important Board goals.

Suicide and Depression Awareness and Prevention Program

The Executive Director or designee shall develop, implement, and maintain a suicide and depression awareness and prevention program (Program) that advances the Board's goals of increasing awareness and prevention of depression and suicide. This program must be consistent with the requirements of *Ann Marie's Law* listed below; each listed requirement, 1-6, corresponds with the list of required policy components in the School Code Section 5/2-3.166(c)(2)-(7). The Program shall include:

1. Protocols for administering youth suicide awareness and prevention education to students and staff.
 - a. For students, implementation will incorporate Board policy 6:60, *Curriculum Content*, which implements 105 ILCS 5/2-3.139 and 105 ILCS 5/27-7 (requiring education for students to develop a sound mind and a healthy body).
 - b. For staff, implementation will incorporate Board policy 5:100, *Staff Development Program*, and teacher's institutes under 105 ILCS 5/3-14.8 (requiring coverage of the warning signs of suicidal behavior).
2. Procedures for methods of suicide prevention with the goal of early identification and referral of students possibly at risk of suicide. Implementation will incorporate:
 - a. The training required by 105 ILCS 5/10-22.39 for licensed school personnel and administrators who work with students to identify the warning signs of suicidal behavior in youth along with appropriate intervention and referral techniques, including methods of prevention, procedures for early identification, and referral of students at risk of suicide; and
 - b. Ill. State Board of Education (ISBE)-recommended guidelines and educational materials for staff training and professional development, along with ISBE-recommended resources for students containing age-appropriate educational materials on youth suicide and awareness, if available pursuant to *Ann Marie's Law* on ISBE's website.
3. Methods of intervention, including procedures that address an emotional or mental health safety plan for use during the school day and at school-sponsored events for a student identified as being at increased risk of suicide including those students who: (A) suffer from a mental health disorder; (B) suffer from a substance abuse disorder; (C) engage in self-harm or have previously attempted suicide; (D) reside in an out-of-home placement; (E) are experiencing homelessness; (F) are lesbian, gay, bisexual, transgender, or questioning (LGBTQ); (G) are bereaved by suicide; or (H) have a medical condition or certain types of disabilities. Implementation will incorporate paragraph number 2, above, along with Board policies:

- a. 6:65, *Student Social and Emotional Development*, implementing the goals and benchmarks of the Ill. Learning Standards and 405 ILCS 49/15(b) (requiring student social and emotional development in SASSED's educational program);
 - b. 6:120, *Education of Children with Disabilities*, implementing special education requirements for SASSED;
 - c. 6:140, *Education of Homeless Children*, implementing provision of SASSED services to students who are homeless;
 - d. 6:270, *Guidance and Counseling Program*, implementing guidance and counseling program(s) for students, and 105 ILCS 5/10-22.24a and 22.24b, which allow a qualified guidance specialist or any licensed staff member to provide school counseling services;
 - e. 7:10, *Equal Educational Opportunities*, and its implementing administrative procedure and exhibit, implementing supports for equal educational opportunities for students who are LGBTQ;
 - f. 7:50, *School Admissions and Student Transfers To and From Non-District Schools*, implementing State law requirements related to students who are in foster care;
 - g. 7:250, *Student Support Services*, implementing the Children's Mental Health Act, 405 ILCS 49/ (requiring protocols for responding to students with social, emotional, or mental health issues that impact learning ability); and
 - h. State and/or federal resources that address emotional or mental health safety plans for students who are possibly at an increased risk for suicide, if available on the ISBE's website pursuant to *Ann Marie's Law*.
4. Methods of responding to a student or staff suicide or suicide attempt. Implementation of this requirement shall incorporate building-level Student Support Committee(s) established through Board policy 7:250, *Student Support Services*.
 5. Reporting procedures. Implementation of this requirement shall incorporate Board policy 6:270, *Guidance and Counseling Program*, and Board policy 7:250, *Student Support Services*, in addition to other State and/or federal resources that address reporting procedures.
 6. A process to incorporate ISBE-recommended resources on youth suicide awareness and prevention programs, including current contact information for such programs in SASSED's Suicide and Depression Awareness and Prevention Program.

Illinois Suicide Prevention Strategic Planning Committee

The Executive Director or designee shall attempt to develop a relationship between SASSED and the Illinois Suicide Prevention Strategic Planning Committee, the Illinois Suicide Prevention Coalition Alliance, and/or a community mental health agency. The purpose of the relationship is to discuss how to incorporate the goals and objectives of the Illinois Suicide Prevention Strategic Plan into SASSED's Suicide Prevention and Depression Awareness Program.

Monitoring

The Board will review and update this policy pursuant to *Ann Marie's Law* and Board policy 2:240, *Board Policy Development*.

Information to Staff, Parents/Guardians, and Students

The Executive Director shall inform each school district employee about this policy and ensure its posting on SASED's website. The Executive Director or designee shall provide a copy of this policy to the parent or legal guardian of each student enrolled in SASED. Student identification (ID) cards, SASED's website, and student handbooks and planners will contain the support information as required by State law.

Implementation

This policy shall be implemented in a manner consistent with State and federal laws, including the Student Confidential Reporting Act, 5 ILCS 860/, Children's Mental Health Act, 405 ILCS 49/, Mental Health and Developmental Disabilities Confidentiality Act, 740 ILCS 110/, and the Individuals with Disabilities Education Act, 42 U.S.C. §12101 et seq.

SASED, the Board, and its staff are protected from liability by the Local Governmental and Governmental Employees Tort Immunity Act. Services provided pursuant to this policy: (1) do not replace the care of a physician licensed to practice medicine in all of its branches or a licensed medical practitioner or professional trained in suicide prevention, assessments and counseling services, (2) are strictly limited to the available resources within SASED, (3) do not extend beyond the school day and/or school-sponsored events, and (4) cannot guarantee or ensure the safety of a student or the student body.

LEGAL REF.: 42 U.S.C. § 12101 et seq. Individuals with Disabilities Education Act.
105 ILCS 5/2-3.166, 105 ILCS 5/2-3.139, 5/3-14.8, 5/10-20.76, 5/10-20.81, 5/10-22.24a, 5/10-22.24b, 5/10-22.39, 5/14-1.01 et seq., 5/14-7.02, and 5/14-7.02b, 5/27-7.
5 ILCS 860/, Student Confidential Reporting Act.
405 ILCS 49, Children's Mental Health Act.
740 ILCS 110/, Mental Health and Developmental Disabilities Confidentiality Act.
745 ILCS 10/, Local Governmental and Governmental Tort Immunity Act.

CROSS REF.: 2:240 (Board Policy Development), 5:100 (Staff Development Program), 6:60 (Curriculum Content), 6:65 (Student Social and Emotional Development), 6:120 (Education of Children with Disabilities), 6:270 (Guidance and Counseling Program), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 7:250 (Student Support Services)

ADOPTED:

Students

Extracurricular Athletics

Student participation in school-sponsored extracurricular athletic activities is contingent upon the following:

1. The student must meet the academic criteria set forth in Board policy 6:190, *Extracurricular and Co-Curricular Activities*.
2. A parent/guardian of the student must provide written permission for the student's participation, giving SASED full waiver of responsibility of the risks involved.
3. The student must present a current certificate of physical fitness issued by a licensed physician, an advanced practice registered nurse, or a physician assistant. The ***Pre-Participation Physical Examination Form***, offered by the Illinois High School Association and the Illinois Elementary School Association, is the preferred certificate of physical fitness.
4. The student must show proof of accident insurance coverage either by a policy purchased through SASED-approved insurance plan or a parent/guardian written statement that the student is covered under a family insurance plan.
5. The student must agree to follow all conduct rules and the coaches' instructions.
6. The student and his or her parents/guardians must provide written consent to random drug and alcohol testing pursuant to the Extracurricular Drug and Alcohol Testing Program, if requested.
7. The student and his or her parents/guardians must: (a) comply with the eligibility rules of, and complete any forms required by, any sponsoring association (such as, the Illinois Elementary School Association, the Illinois High School Association, or the Southern Illinois Junior High School Athletic Association), and (b) complete all forms required by SASED including, without limitation, signing an acknowledgment of receiving information about the Board's concussion policy 7:305, *Student Athlete Concussions and Head Injuries*.

The Executive Director or designee (1) is authorized to impose additional requirements for a student to participate in extracurricular athletics, provided the requirement(s) comply with Board policy 7:10, *Equal Educational Opportunities*, and (2) shall maintain the necessary records to ensure student compliance with this policy.

LEGAL REF.: 105 ILCS 5/10-20.30, 5/10-20.54, 5/22-80, and 25/2.
23 Ill.Admin.Code §1.530(b).

CROSS REF.: 4:100 (Insurance Management), 4:170 (Safety), 6:190 (Extracurricular and Co-Curricular Activities), 7:10 (Equal Educational Opportunities), 7:20 (Harassment of Students Prohibited), 7:240 (Conduct Code for Participants in Extracurricular Activities), 7:340 (Student Records)

ADOPTED:

Insert Policy 7:305 – Student
Concussions and Head Injuries

Students

Restrictions on Publications; Elementary Schools

School-Sponsored Publications and Web Sites

School-sponsored publications, productions, and web sites are part of the curriculum and are not a public forum for general student use. School authorities may edit or delete material that is inconsistent with SASSED's educational mission.

All school-sponsored communications shall comply with the ethics and rules of responsible journalism. Text that is libelous, obscene, vulgar, lewd, invades the privacy of others, conflicts with the basic educational mission of the school, is socially inappropriate, is inappropriate due to the maturity of the students, or is materially disruptive to the educational process will not be tolerated.

The author's name will accompany personal opinions and editorial statements. An opportunity for the expression of differing opinions from those published/produced will be provided within the same media.

Non-School Sponsored Publications Accessed or Distributed On-Campus

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, digital files flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., text or voice messages delivered by cell phones, tablets, and other hand-held devices).

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by SASSED.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause substantial disruption of the proper and orderly operation and discipline of the school or school activities;
2. Violates the rights of others, including but not limited to material that is libelous, invades the privacy of others, or infringes on a copyright;
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by Governing Board policy and Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use; or
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. Nothing herein shall be interpreted to prevent the inclusion of material from outside sources or the citation to such sources as long as the material to be distributed or accessed is primarily prepared by students.

Accessing or distributing *on-campus* includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be

disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

Bullying and Cyberbullying

The Executive Director or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

LEGAL REF.: 105 ILCS 5/27-23.7.
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).

CROSS REF.: 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:25 (Advertising and Distributing Materials in School Provided by Non-School Related Entities)

ADOPTED:

Students

Restrictions on Publications; High Schools

Definitions

Libel means the willful or negligent publication of provably false and unprivileged statements of fact that do demonstrable harm to a living person's reputation.

Obscene means lewd; impure; indecent; calculated to shock the moral sense of humans by a disregard of chastity or modesty. Objectionable or offensive to accepted standards of decency.

School official means a Program Administrator or designee.

School-sponsored media means any material that is prepared, substantially written, published, or broadcast by a student journalist, distributed or generally made available to members of the student body, and prepared under the direction of a student media advisor. It does not include media intended for distribution or transmission solely in the classroom in which the media is produced.

Slander means the speaking of false statements of fact that seriously harm a living person's reputation.

Student journalist means a public high school student who gathers, compiles, writes, edits, photographs, records, or prepares information for dissemination in school-sponsored media.

Student media adviser means an individual employed, appointed, or designated by SASED to supervise or provide instruction relating to school-sponsored media.

School-Sponsored Media

School-sponsored publications, productions, and websites are governed by the Speech Rights of Student Journalists Act and **Governing** Board policies, and student journalists are responsible for determining the news, opinion, feature, and advertising content of those publications, productions, and websites.

Student journalists must:

1. Make decisions based upon news value and guided by the Code of Ethics provided by the Society of Professional Journalists, National Scholastic Press Association, Journalism Education Association, or other relevant group;
2. Produce media based upon professional standards of accuracy, objectivity, and fairness;
3. Review material to improve sentence structure, grammar, spelling, and punctuation;
4. Check and verify all facts and verify the accuracy of all quotations;
5. In the use of personal opinions, editorial statements, and/or letters to the editor, provide opportunity and space for the expression of differing opinions within the same media to align with SASED's media literacy curriculum mandate in 105 ILCS 5/27-20.08; and
6. Include an author's name with any personal opinions and editorial statements, if appropriate.

Student journalists may not create, produce, or distribute school-sponsored media that:

1. Is libelous, slanderous, or obscene;
2. Constitutes an unwarranted invasion of privacy;

3. Violates federal or State law, including the Constitutional rights of third parties; or
4. Incites students to:
 - a. Commit an unlawful act;
 - b. Violate any of SASSED's policies; or
 - c. Materially and substantially disrupt the orderly operation of the school.

SASSED will not engage in prior restraint of material prepared by student journalists for school-sponsored media, unless the material fits into one of the four prohibited categories listed above, in which case the Executive Director or designee and/or student media adviser may review, edit, and delete such media material before publication or distribution of the media.

No expression made by students in the exercise of freedom of speech or freedom of the press under this policy shall be deemed to be an expression of SASSED or an expression of Board policy.

Non-School Sponsored Publications Accessed or Distributed On Campus

For purposes of this section and the following section, a *publication* includes, without limitation: (1) written or electronic print material, (2) audio-visual material on any medium including electromagnetic media (e.g., images, digital files, flash memory, etc.), or combinations of these whether off-line (e.g., a printed book, digital files, etc.) or online (e.g., any website, social networking site, database for information retrieval, etc.), or (3) information or material on electronic devices (e.g., text or voice messages delivered by cell phones, tablets, and other hand-held devices).

Creating, distributing, and/or accessing non-school sponsored publications shall occur at a time and place and in a manner that will not cause disruption, be coercive, or result in the perception that the distribution or the publication is endorsed by SASSED.

Students are prohibited from creating, distributing, and/or accessing at school any publication that:

1. Will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities;
2. Violates the rights of others, including but not limited to material that is libelous, slanderous or obscene, invades the privacy of others, or infringes on a copyright;
3. Is socially inappropriate or inappropriate due to maturity level of the students, including but not limited to material that is obscene, pornographic, or pervasively lewd and vulgar, contains indecent and vulgar language, or *sexting* as defined by Governing Board policy and Student Handbooks;
4. Is reasonably viewed as promoting illegal drug use;
5. Is distributed in kindergarten through eighth grade and is primarily prepared by non-students, unless it is being used for school purposes. However, material from outside sources or the citation to such sources may be allowed, as long as the material to be distributed or accessed is primarily prepared by students; or
6. Incites students to violate any Board policies.

Accessing or distributing *on-campus* includes accessing or distributing on school property or at school-related activities. A student engages in gross disobedience and misconduct and may be disciplined for: (1) accessing or distributing forbidden material, or (2) for writing, creating, or publishing such material intending for it to be accessed or distributed at school.

Non-School Sponsored Publications Accessed or Distributed Off-Campus

A student engages in gross disobedience and misconduct and may be disciplined for creating and/or distributing a publication that: (1) causes a substantial disruption or a foreseeable risk of a substantial disruption to school operations, or (2) interferes with the rights of other students or staff members.

Bullying and Cyberbullying

The Executive Director or designee shall treat behavior that is *bullying* and/or *cyberbullying* according to Board policy 7:180, *Prevention of and Response to Bullying, Intimidation, and Harassment*, in addition to any response required by this policy.

- LEGAL REF.: 105 ILCS 5/27-20.08 and 5/27-23.7.
105 ILCS 80/, Speech Rights of Student Journalists Act.
Tinker v. Des Moines Indep. Cmty. Sch. Dist., 393 U.S. 503 (1969).
Hazelwood v. Kuhlmeier, 484 U.S. 260 (1988).
Morse v. Frederick, 551 U.S. 393 (2007).
Hedges v. Wauconda Cmty. Unit Sch. Dist. No. 118, 9 F.3d 1295 (7th Cir. 1993).
- CROSS REF.: 1:30 (SASED Philosophy), 6:10 (Educational Philosophy and Objectives), 6:65 (Student Social and Emotional Development), 6:235 (Access to Electronic Networks), 7:180 (Prevention of and Response to Bullying, Intimidation, and Harassment), 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities)

ADOPTED:

Students

Student Fundraising Activities

No individual or organization is allowed to ask students to participate in fundraising activities while the students are on school grounds during school hours or during any school activity. Exceptions are:

1. SASSED student organizations; and
2. Parent organizations and booster clubs that are recognized pursuant to policy 8:90, *Parent Organizations and Booster Clubs*.

The Executive Director or designee shall manage student fundraising activities in alignment with the following directives:

1. Fundraising efforts shall not conflict with instructional activities or programs.
2. For any school that participates in the School Breakfast Program or the National School Lunch Program, fundraising activities involving the sale of food and beverage items to students during the school day while on the school campus must comply with the Ill. State Board of Education rules concerning the sale of competitive food and beverage items.
3. Participation in fundraising efforts must be voluntary.
4. Student safety must be paramount.
5. For school-sponsored student organizations, a school staff member must supervise the fundraising activities and the student activity funds treasurer must safeguard the financial accounts.
6. The fundraising efforts must be to support the organization's purposes and/or activities, the general welfare, a charitable cause, or the educational experiences of students generally.
7. The funds shall be used to the maximum extent possible for the designated purpose.
8. Any fundraising efforts that solicit donor messages for incorporation into school property, e.g., tiles or bricks, or placement upon school property, e.g., posters or placards, must:
 - a. Develop viewpoint neutral guidelines for the creation of messages;
 - b. Inform potential donors that all messages are subject to review and approval, and that messages that do not meet the established guidelines must be resubmitted or the donation will be returned; and
 - c. Place a disclaimer on all fundraising information and near the completed donor messages that all messages are "solely the expression of the individual donors and not an endorsement by SASSED of any message's content."

LEGAL REF.: 105 ILCS 5/10-20.19(3).
23 Ill.Admin.Code Part 305, School Food Service.

CROSS REF.: 4:90 (Student Activity and Fiduciary Funds), 4:120 (Food Services), 8:80 (Gifts to the District), 8:90 (Parent Organizations and Booster Clubs)

ADOPTED:

PENDING ADOPTION

Insert Policy 7:330 – Student Use of
Buildings – Equal Access

Students

Student Records

School student records are confidential. Information from them shall not be released other than as provided by law. A school student record is any writing or other recorded information concerning a student and by which a student may be identified individually that is maintained by a school or at its direction by a school employee, regardless of how or where the information is stored, except as provided in State or federal law as summarized below:

1. Records kept in a staff member's sole possession.
2. Records maintained by law enforcement officers working in the school.
3. Video and other electronic recordings (including without limitation, electronic recordings made on school buses) that are created in part for law enforcement, security, or safety reasons or purposes. The content of these recordings may become part of a school student record to the extent school officials create, use, and maintain this content, or it becomes available to them by law enforcement officials, for disciplinary or special education purposes regarding a particular student.
4. Any information, either written or oral, received from law enforcement officials concerning a student less than the age of 18 years who has been arrested or taken into custody.

State and federal law grants students, parents/guardians, and when applicable, the Ill. Dept. of Children and Family Services' Office of Education and Transition Services, certain rights, including the right to inspect, copy, and/or challenge school student records. The information contained in school student records shall be kept current, accurate, clear, and relevant. All information maintained concerning a student receiving special education services shall be directly related to the provision of services to that child. SASED may release directory information as permitted by law, but a parent/guardian shall have the right to opt-out of the release of directory information regarding his or her child. SASED will comply with State or federal law with regard to release of a student's school records, including, where applicable, without notice to, or the consent of, the student's parent/guardian or eligible student. Upon request, SASED discloses school student records without parent consent to the official records custodian of another school in which a student has enrolled or intends to enroll, as well as to any other person as specifically required or permitted by State or federal law.

The Executive Director shall fully implement this policy and designate an *official records custodian* for each school who shall maintain and protect the confidentiality of school student records, inform staff members of this policy, and inform students and their parents/guardians of their rights regarding school student records.

Student Biometric Information Collection

The Executive Director or designee may recommend a student biometric information collection system solely for the purposes of identification and fraud prevention. Such recommendation shall be consistent with budget requirements and in compliance with State law. Biometric information means any information that is collected through an identification process for individuals based on their unique behavioral or physiological characteristics, including fingerprint, hand geometry, voice, or facial recognition or iris or retinal scans.

Before collecting student biometric information, SASSED shall obtain written permission from the person having legal custody/parental responsibility or the student (if over the age of 18). Upon a student's 18th birthday, SASSED shall obtain written permission from the student to collect student biometric information. Failure to provide written consent to collect biometric information shall not be the basis for refusal of any services otherwise available to a student.

All collected biometric information shall be stored and transmitted in a manner that protects it from disclosure. Sale, lease, or other disclosure of biometric information to another person or entity is strictly prohibited.

SASSED will discontinue use of a student's biometric information and destroy all collected biometric information within 30 days after: (1) the student graduates or withdraws from SASSED, or (2) SASSED receives a written request to discontinue use of biometric information from the person having legal custody/parental responsibility of the student or the student (if over the age of 18). Requests to discontinue using a student's biometric information shall be forwarded to the Executive Director or designee.

The Executive Director or designee shall develop procedures to implement this policy consistent with State and federal law.

LEGAL REF.: 20 U.S.C. §1232g, Family Educational Rights and Privacy Act; 34 C.F.R. Part 99.
50 ILCS 205/7, Local Records Act.
105 ILCS 5/10-20.12b, 5/10-20.40, and 5/14-1.01 et seq.
105 ILCS 10/, Ill. School Student Records Act.
105 ILCS 85/, Student Online Personal Protection Act.
325 ILCS 17/, Children's Privacy Protection and Parental Empowerment Act.
750 ILCS 5/602.11, Ill. Marriage and Dissolution of Marriage Act.
23 Ill. Admin. Code Parts 226 and 375.
Owasso I.S.D. No. I-011 v. Falvo, 534 U.S. 426 (2002).
Chicago Tribune Co. v. Chicago Bd. of Ed., 332 Ill. App. 3d 60 (1st Dist. 2002).

CROSS REF.: 5:100 (Staff Development Program), 5:130 (Responsibilities Concerning Internal Information), 7:15 (Student and Family Privacy Rights), 7:220 (Bus Conduct), 7:345 (Use of Educational Technologies; Student Data Privacy and Security)

ADOPTED:

Students

Use of Educational Technologies; Student Data Privacy and Security

Educational technologies used in SASSED shall further the objectives of SASSED's educational program, as set forth in Board policy 6:10, *Educational Philosophy and Objectives*, align with the curriculum criteria in policy 6:40, *Curriculum Development*, and/or support efficient SASSED operations. The Executive Director shall ensure that the use of educational technologies in SASSED meets the above criteria.

SASSED and/or vendors under its control may need to collect and maintain data that personally identifies students in order to use certain educational technologies for the benefit of student learning or SASSED operations.

Federal and State law govern the protection of student data, including school student records and/or *covered information*. The sale, rental, lease, or trading of any school student records or covered information by SASSED is prohibited. Protecting such information is important for legal compliance, SASSED operations, and maintaining the trust of SASSED stakeholders, including parents, students and staff. The Board designates the Executive Director to serve as Privacy Officer, who shall ensure SASSED complies with the duties and responsibilities required of it under the Student Online Personal Protection Act, 105 ILCS 85/, amended by P.A. 101-516

Definitions

Covered information means personally identifiable information (PII) or information linked to PII in any media or format that is not publicly available and is any of the following: (1) created by or provided to an operator by a student or the student's parent/guardian in the course of the student's or parent/guardian's use of the operator's site, service or application; (2) created by or provided to an operator by an employee or agent of SASSED; or (3) gathered by an operator through the operation of its site, service, or application.

Operators are entities (such as educational technology vendors) that operate Internet websites, online services, online applications, or mobile applications that are designed, marketed, and primarily used for K-12 school purposes.

Breach means the unauthorized acquisition of computerized data that compromises the security, confidentiality or integrity of covered information maintained by an operator or SASSED.

Operator Contracts

The Executive Director or designee designates which SASSED employees are authorized to enter into written agreements with operators for those contracts that do not require separate Board approval. Contracts between the Board and operators shall be entered into in accordance with State law and Board policy 4:60, *Purchases and Contracts*, and shall include any specific provisions required by State law.

Security Standards

The Executive Director or designee shall ensure SASSED implements and maintains reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect covered information from unauthorized access, destruction, use, modification, or disclosure. In the event SASSED receives notice from an operator of a breach or has determined a breach has occurred,

the Executive Director or designee shall also ensure that SASSED provides any breach notifications required by State law.

LEGAL REF.: 20 U.S.C. §1232g, Family and Educational Rights and Privacy Act, implemented by 34 C.F.R. Part 99.
105 ILCS 10/, Ill. School Student Records Act.
105 ILCS 85/, Student Online Personal Protection Act.
23 Ill. Admin. Code Part 380.

CROSS REF.: 4:15 (Identity Protection), 4:60 (Purchases and Contracts), 6:235 (Access to Electronic Networks), 7:340 (Student Records)

ADOPTED:

**SCHOOL ASSOCIATION FOR SPECIAL EDUCATION IN DuPAGE COUNTY
GOVERNING BOARD POLICY MANUAL
TABLE OF CONTENTS
SECTION 8 – COMMUNITY RELATIONS**

8:10	Connection with the Community
8:20	Community Use of SASED Facilities
8:25	Advertising and Distributing Materials in Schools Provided by Non-School Related Entities
8:30	Visitors to and Conduct on School Property
8:70	Accommodating Individuals with Disabilities
8:80	Gifts to the District
8:90	Parent Organizations and Booster Clubs
8:95	Parental Involvement
8:100	Relations with Other Organizations and Agencies
8:110	Public Suggestions and Concerns

Because certain policy numbers are used for IASB sample policies, districts should use numbers ending in 2, 4, 6, or 8 for locally developed policies on topics not covered by IASB sample policies.

Community Relations

Connection with the Community

Public Relations

The Board ~~President~~ ~~Chairperson~~ is the official spokesperson for the Governing Board. The Executive Director is SASED's chief spokesperson. The Executive Director or designee shall plan and implement a ~~District~~ SASED public relations program that will:

1. Develop community understanding of school operation.
2. Gather community attitudes and desires for SASED.
3. Secure adequate financial support for a sound educational program.
4. Help the community feel a more direct responsibility for the quality of education provided by their schools.
5. Earn the community's goodwill, respect, and confidence.
6. Promote a genuine spirit of cooperation between the school and the community.
7. Keep the news media accurately informed.
8. Coordinate with the ~~District~~ SASED Safety Coordinator to provide accurate and timely information to the appropriate individuals during an emergency.

The public relations program should include:

1. Regular news releases concerning ~~District~~ SASED programs, policies, activities, and special event management for distribution by, for example, posting on the SASED website using social media platforms, e.g., Facebook, Twitter, etc., or sending to the news media.
2. News conferences and interviews, as requested or needed. The Board ~~President~~ ~~Chairperson~~ and Executive Director will coordinate their respective media relations efforts. Individuals may speak for SASED only with prior approval from the Executive Director.
3. Publications have a high quality of editorial content and effective format. All publications shall identify SASED, school, department, or classroom and shall include the name of the Executive Director, the ~~Building Principal~~ ~~Program Administrator~~, and/or the author and the publication date.
4. Other efforts highlight SASED's programs and activities.

Community Engagement

Community engagement is a process that the Board uses to actively involve diverse citizens in dialogue, deliberation, and collaborative thinking around common interests for SASED's schools.

The Board, in consultation with the Executive Director, determines the purpose(s) and objective(s) of any community engagement initiative. For each community engagement initiative:

1. The Board will:
 - a. Commit to the determined purpose(s) and objective(s), and
 - b. Provide information about the expected nature of the public's involvement.
2. The Executive Director will:
 - a. Identify the effective tools and tactics that will advance the Board's purpose(s) and objective(s),
 - b. At least annually, prepare a report for the community engagement initiative, and/or
 - c. Prepare a final report of the community engagement initiative.

The Board will periodically: (1) review whether its community engagement initiative(s) are achieving the identified purpose(s) and objective(s); (2) consider what, if any, modifications would improve effectiveness;

and (3) determine whether to continue individual initiatives.

CROSS REF.: 2:110 (Qualifications, Term, and Duties of Board Officers)

ADOPTED:

PENDING ADOPTION

Community Relations

Community Use of SASED Facilities

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

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

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

LEGAL REF.: 20 U.S.C. §7905.
10 ILCS 5/19-2.2.
105 ILCS 5/10-20.40, 5/10-22.10, and 5/29-3.5.
Good News Club v. Milford Central School, 121 S.Ct. 2093 (2001).
Lamb's Chapel v. Center Moriches Union Free School District, 113 S.Ct. 2141 (1993).
Rosenberger v. Rector and Visitors of Univ. of Va., 515 U.S. 819 (1995).

CROSS REF.: 8:25 (Advertising and Distributing Materials in Schools Provided by Non-School Related Entities), 8:30 (Visitors to and Conduct on SASED Property)

ADOPTED:

Community Relations

Advertising and Distributing Materials in Schools Provided by Non-School Related Entities

No material or literature shall be posted or distributed that would: (1) disrupt the educational process, (2) violate the rights or invade the privacy of others, (3) infringe on a trademark or copyright, or (4) be defamatory, obscene, vulgar, or indecent. No material, literature, or advertisement shall be posted or distributed without advance approval as described in this policy.

Community, Educational, Charitable, or Recreational Organizations

Community, educational, charitable, recreational, or similar groups may, under procedures established by the Executive Director, advertise events pertinent to students' interests or involvement. All advertisements must (1) be student-oriented, (2) prominently display the sponsoring organization's name, and (3) be approved in advance by the Executive Director or designee. SASED reserves the right to decide where and when any advertisement or flyer is distributed, displayed, or posted.

Commercial Companies and Political Candidates or Parties

Commercial companies may purchase space for their advertisements in or on: (1) athletic field fences; (2) athletic, theater, or music programs; (3) student newspapers or yearbooks; (4) scoreboards; or (5) other appropriate locations. The advertisements must be consistent with this policy and its implementing procedures and be appropriate for display in a school context. Prior approval from the Board of ~~Control~~ **Directors** is needed for advertisements on athletic fields, scoreboards, or other building locations. Prior approval is needed from the Executive Director or designee for advertisements on athletic, theater, or music programs; student newspapers and yearbooks; and any commercial material related to graduation, class pictures, or class rings.

No individual or entity may advertise or promote its interests by using the names or pictures of SASED any SASED facility or program, staff members, or students except as authorized by and consistent with administrative procedures and approved by the Board.

Material from candidates and political parties will not be accepted for posting or distribution, except when used as part of the curriculum.

LEGAL REF.: Berger v. Rensselaer Central School Corp., 982 F.2d 1160 (7th Cir. 1993), *cert. denied*, 113 S.Ct. 2344 (1993).
DiLoreto v. Downey Unified School Dist., 196 F.3d 958 (9th Cir. 1999).
Hedges v. Wauconda Community Unit School Dist., No. 18, 9 F.3d 5 (7th Cir. 1993).
Lamb's Chapel v. Center Moriches Union Free School Dist., 113 S.Ct. 2141 (1993).
Sherman v. Community Consolidated School Dist. 21, 8 F.3d 1160 (7th Cir. 1993), *cert. denied*, 114 S.Ct. 2109 (1994).
Victory Through Jesus Sports Ministry v. Lee's Summit R-7 Sch. Dist., 640 F.3d 329 (8th Cir. 2011), *cert. denied*, 132 S.Ct. 592 (2011).

CROSS REF.: 7:325 (Student Fundraising Activities)

ADOPTED:

Community Relations

Visitors to and Conduct on SASED Property

For purposes of this policy, “SASED property” is defined as all SASED buildings, grounds, and parking areas, whether or not such property is currently being used for SASED purposes, SASED vehicles, any location used for a Board meeting, an athletic event or other SASED sponsored event. “SASED property” includes real or personal property owned or leased by SASED, or otherwise used by SASED for SASED purposes.

For purposes of this policy “a visitor” is any person other than an enrolled student or employee. All visitors to SASED programs or property are required to report to the Building Principal’s office and receive permission to remain on SASED property. All visitors must follow the procedures for visitors that are specific to the host district. At the minimum all visitors must sign a visitor’s log, show identification, and wear a visitor’s badge. When leaving the building, visitors must return their badge. On those occasions when large groups of parents and friends are invited onto SASED property, visitors are not required to sign in but must follow the instructions of SASED and/or host district officials. Persons on SASED property without permission will be directed to leave and may be subject to criminal prosecution. The Board of Control may designate one or more specific SASED playground areas as available for the use of residents of the surrounding community, outside of the SASED program school day, and as exceptions to the foregoing “visitor” procedures.

Any person wishing to confer with a staff member should contact that staff member by telephone or email to make an appointment. Conferences with teachers are held, to the extent possible, outside school hours or during the teachers’ conference/preparation period.

Requests to access a school building, facility, and/or educational program, or to interview personnel or a student for purposes of assessing the student’s special education needs, should be made at the appropriate building. Access shall be facilitated according to guidelines from the Executive Director or designee.

SASED expects mutual respect, civility, and orderly conduct among all individuals on school property or at a school event whether it be on SASED property or at a SASED program within a host district. No person on SASED property or at a SASED event (including visitors, students, and employees) shall:

1. Strike, injure, threaten, harass, or intimidate a staff member, a Board member, sports official or coach, or any other person;
2. Behave in an unsportsmanlike manner or use vulgar or obscene language;
3. Unless specifically permitted by State law possess a weapon, any object that can reasonably be considered a weapon or looks like a weapon, or any dangerous device;
4. Damage or threaten to damage another’s property;
5. Damage or deface SASED property;
6. Violate any Illinois law, or town or county ordinance;
7. Smoke or otherwise use tobacco products;
8. Consume, use, possess, distribute, or be under the influence of alcoholic beverages or illegal drugs: be present when the person’s alcohol or illegal drug consumption is detectable, regardless of when and/or where the use occurred.
9. Impede, delay, disrupt, or otherwise interfere with any school activity or function (including using cellular phones in a disruptive manner);
10. Enter upon any portion of SASED premises at any time for purposes other than those that are lawful and authorized by the Board;
11. Operate a motor vehicle: (a) in a risky manner, (b) in excess of 20 miles per hour, or (c) in violation of an authorized SASED employee’s directive;

12. Engage in any risky behavior, including roller-blading, roller-skating, or skateboarding;
13. Violate other SASED policies or regulations, or a directive from an authorized security officer or SASED or host district employee; or
14. Engage in any conduct that interferes with, disrupts or adversely affects SASED or a SASED function.

Exclusive Bargaining Representative Agent

Authorized agents of an exclusive bargaining representative, upon notifying the appropriate SASED Administrator and Building Principal's office, may meet with a SASED school employee (or group of employees) in the school building during free times of such employees.

Convicted Child Sex Offender

State law prohibits a child sex offender from being present on school property or loitering within 500 feet of school property when persons under the age of 18 are present, unless the offender is or has:

1. A parent/guardian of a student attending the school and has notified SASED Administration and the Building Principal of his or her presence at the school for the purpose of: (i) attending a conference at the school with school personnel to discuss the progress of his or her child academically or socially, (ii) participating in child review conferences in which evaluation and placement decisions may be made with respect to his or her child regarding special education services, or (iii) attending conferences to discuss other student issues concerning his or her child such as retention and promotion or
2. Has permission to be present from the Board of Control, Executive Director or Executive Director's designee. If permission is granted, the Executive Director or Board Chairperson shall provide the details of the offender's upcoming visit to the Building Principal.

In all cases, the Executive Director, or designee who is a certified employee, shall supervise a child sex offender whenever the offender is in a child's vicinity.

Enforcement

Any staff member may request identification from any person on school grounds or in any school building; refusal to provide such information is a criminal act. The Building Principal or designee shall seek the immediate removal of any person who refuses to provide requested identification.

Any person who engages in conduct prohibited by this policy may be ejected from SASED property. The person is also subject to being denied admission to SASED events or meetings for up to one calendar year.

Procedures to Deny Future Admission to SASED Events or Meetings

Before any person may be denied admission to SASED events or meetings as provided in this policy, the person has a right to a hearing before the Board of Control. The Executive Director may refuse the person admission pending such a hearing. The Executive Director or designee must provide the person with a notice, delivered or sent by certified mail with the return receipt requested, at least 10 days before the Board of Control hearing date. The hearing notice must contain:

1. The date, time, and place of the Board of Control hearing,
2. A description of the prohibited conduct (policy violation),
3. The proposed time period that admission to SASED events and/or property will be denied, and
4. Instructions on how to waive a hearing.

LEGAL REF.: Nuding v. Cerro Gordo Community Unit School Dist., 730 N.E. 2d 96 (Ill.App.4, 2000)

Pro-Children Act of 1994, 20 U.S.C. §7181 et seq.

105 ILCS 5/10-20.5b, 5/24-24, and 5/24-25.

410 ILCS 130/, Compassionate Use of Medical Cannabis Pilot Program.

430 ILCS 66/, Firearm Concealed Carry Act.

720 ILCS 5/11-9.3.

CROSS REF.: 4:170 (Safety), 5:50 (Drug- and Alcohol-Free Workplace; Tobacco Prohibition), 6:120 (Education of Children with Disabilities), 6:250 (Community Resource Persons and Volunteers), 7:190 (Student Discipline), 8:20 (Community Use of SASED Facilities),

ADOPTED:

Community Relations

Accommodating Individuals with Disabilities

Individuals with disabilities shall be provided an opportunity to participate in all school-sponsored services, programs, or activities and will not be subject to illegal discrimination. When appropriate, SASED may provide to persons with disabilities aids, benefits, or services that are separate or different from, but as effective as, those provided to others.

SASED will provide auxiliary aids and services when necessary to afford individuals with disabilities equal opportunity to participate in or enjoy the benefits of a service, program, or activity.

Each service, program, website, or activity operated in existing facilities shall be readily accessible to, and useable by, individuals with disabilities. New construction and alterations to facilities existing before January 26, 1992, will be accessible when viewed in their entirety.

The Executive Director or designee is designated the Title II Coordinator and shall:

1. Oversee SASED's compliance efforts, recommend necessary modifications to the Board, and maintain SASED's final Title II self-evaluation document, update it to the extent necessary, and keep it available for public inspection for at least three years after its completion date.
2. Institute plans to make information regarding Title II's protection available to any interested party.

Individuals with disabilities should notify the Executive Director or Program Administrator/Coordinator if they have a disability that will require special assistance or services and, if so, what services are required. This notification should occur as far in advance as possible of the school-sponsored function, program, or meeting.

Individuals with disabilities may allege a violation of this policy or federal law by reporting it to the Executive Director or designated Title II Coordinator, or by filing a grievance under the Uniform Grievance Procedure.

LEGAL REF.: Americans with Disabilities Act, 42 U.S.C. §§12101 et seq. and 12131 et seq.; 28 C.F.R. Part 35.
Rehabilitation Act of 1973 §104, 29 U.S.C. §794 (2006).
105 ILCS 5/10-20.51.
410 ILCS 25/, Environmental Barriers Act.
71 Ill.Admin.Code Part 400, Illinois Accessibility Code.

CROSS REF.: 2:260 (Uniform Grievance Procedure), 4:150 (Facility Management and Building Programs)

ADOPTED:

Community Relations

Gifts to SASSED

The Board appreciates gifts from any education foundation, other entities, or individuals. All gifts must adhere to each of the following:

1. Be accepted by the Board or, if less than \$500.00 in value, the Executive Director or designee. Individuals should obtain a pre-acceptance commitment before identifying SASSED, any school, or school program or activity as a beneficiary in any fundraising attempt, including without limitation, any Internet fundraising attempt.
2. Be given without a stated purpose or with a purpose deemed by the party with authority to accept the gift to be compatible with the Board's educational objectives and policies.
3. Be consistent with SASSED's mandate to provide equal educational and extracurricular opportunities to all students in SASSED as provided in Board policy 7:10, *Equal Educational Opportunities*. State and federal laws require SASSED to provide equal treatment for members of both sexes to educational programing, extracurricular activities, and athletics. This includes the distribution of athletic benefits and opportunities.
4. Permit the SASSED to maintain resource equity among its learning centers.
5. Be viewpoint neutral. The Executive Director or designee shall manage a process for the review and approval of donations involving the incorporation of messages into or placing messages upon school property.
6. Comply with all laws applicable to SASSED including, without limitation, the Americans with Disabilities Act, the Prevailing Wage Act, the Health/Life Safety Code for Public Schools, and all applicable procurement and bidding requirements.

SASSED will provide equal treatment to all individuals and entities seeking to donate money or a gift. Upon acceptance, all gifts become SASSED's property. The acceptance of a gift is not an endorsement by the Board, SASSED, or school of any product, service, activity, or program. The method of recognition is determined by the party accepting the gift.

LEGAL REF.: 20 U.S.C. §1681 et seq., Title IX of the Education Amendments implemented by
34 C.F.R. Part 106.
105 ILCS 5/16-1.
23 Ill.Admin.Code §200.40.

CROSS REF.: 4:60 (Purchases and Contracts), 4:150 (Facility Management and Building Programs), 6:10 (Educational Philosophy and Objectives), 6:210 (Instructional Materials), 7:10 (Equal Educational Opportunities)

ADOPTED:

Community Relations

Parent Organizations and Booster Clubs

Parent organizations and booster clubs are invaluable resources to SASED's schools. While parent organizations and booster clubs have no administrative authority and cannot determine SASED policy, the Board welcomes their suggestions and assistance.

Parent organizations and booster clubs may be recognized by the Board and permitted to use SASED's name, a SASED school's name, or a SASED school's team name, or any logo attributable to SASED provided they first receive the Executive Director or designee's express written consent. Consent to use one of the above-mentioned names or logos will generally be granted if the organization or club has by-laws containing the following:

1. The organization's or club's name and purpose, such as, to enhance students' educational experiences, to help meet educational needs of students, to provide extra athletic benefits to students, to assist specific sports teams or academic clubs through financial support, or to enrich extracurricular activities.
2. The rules and procedures under which it operates.
3. An agreement to adhere to all Board policies and administrative procedures.
4. A statement that membership is open and unrestricted, meaning that membership is open to all parents/guardians of students enrolled in the school, SASED staff, and community members.
5. A statement that SASED is not, and will not be, responsible for the organization's or club's business or the conduct of its members, including on any organization or club websites or social media accounts.
6. An agreement to maintain and protect its own finances.
7. A recognition that money given to a school cannot be earmarked for any particular expense. Booster clubs may make recommendations, but cash or other valuable consideration must be given to SASED to use at its discretion. The Board's legal obligation to comply with Title IX by providing equal athletic opportunity for members of both genders will supersede an organization or club's recommendation.

Permission to use one of the above-mentioned names or logos may be rescinded at any time and does not constitute permission to act as SASED's representative. At no time does SASED accept responsibility for the actions of any parent organization or booster club regardless of whether it was recognized and/or permitted to use any of the above-mentioned names or logos. The Executive Director shall designate an administrative staff member to serve as the recognized liaison to parent organizations or booster clubs. The liaison will serve as a resource person and provide information about school programs, resources, policies, problems, concerns, and emerging issues. Building staff will be encouraged to participate in the organizations.

CROSS REF.: 8:80 (Gifts to the District)

ADOPTED:

Community Relations

Parental Involvement

In order to assure collaborative relationships between students' families and SASSED, and to enable parents/guardians to become active partners in their children's education, the Executive Director shall:

1. Keep parents/guardians thoroughly informed about their child's school and education.
2. Encourage parents/guardians to be involved in their child's school and education.
3. Establish effective two-way communication between parents/guardians and SASSED.
4. Seek input from parents/guardians on significant school-related issues.
5. Inform parents/guardians on how they can assist their children's learning.

The Executive Director shall periodically report to the Board on the implementation of this policy.

CROSS REF.: 6:250 (Community Resource Persons and Volunteers), 8:10 (Connection with the Community), 8:90 (Parent Organizations and Booster Clubs)

ADOPTED:

Community Relations

Relations with Other Organizations and Agencies

SASED shall cooperate with other organizations and agencies, including but not limited to:

- County Health Department
- Law enforcement agencies
- Fire authorities
- Planning authorities
- Zoning authorities
- Illinois Emergency Management Agency (IEMA), local organizations for civil defense, and other appropriate disaster relief organizations concerned with civil defense
- Other school districts [and other special education cooperatives](#).

CROSS REF.: 1:20 (District Organization, Operations, and Cooperative Agreements), 4:170 (Safety), 4:180 (Pandemic Preparedness; Management; and Recovery), 5:90 (Abused and Neglected Child Reporting), 7:150 (Agency and Police Interviews)

ADOPTED:

Community Relations

Public Suggestions and Concerns

The Board is interested in receiving suggestions and concerns from members of the community. Any individual may make a suggestion or express a concern by contacting any member district or SASED office. Community members who e-mail SASED or any SASED employee or board member are expected to abide by the standards in Board policy 6:235, Access to Electronic Networks, and should, to the extent possible, limit their communications to relevant individuals. All suggestions and/or concerns will be referred to the appropriate level staff member or SASED administrator who is most able to respond in a timely manner. Each concern or suggestion shall be considered on its merit.

An individual who is not satisfied may file a grievance under Board policy 2:260, *Uniform Grievance Procedure*. The Board encourages, but does not require, individuals to follow the channels of authority prior to filing a grievance. Neither this policy nor the *Uniform Grievance Procedure* create an independent right to a hearing before the Board.

LEGAL REF.: 115 ILCS 5/14(c-5), Ill. Educational Labor Relations Act.

CROSS REF.: 2:140 (Communications To and From the Board), 2:230 (Public Participation at Governing Board Meetings and Petitions to the Board), 2:260 (Uniform Grievance Procedure), 3:30 (Chain of Command), 6:235 (Access to Electronic Networks), 6:260 (Complaints About Curriculum, Instructional Materials and Programs), 8:10 (Connection with the Community)

ADOPTED:

General Personnel

Employee Ethics, Code of Professional Conduct, and Conflict of Interest

All SASED employees are expected to maintain high standards in job performance, demonstrate integrity and honesty, be considerate and cooperative, and maintain professional relationships with students, parents, staff members, and others.

The Executive Director or designee shall provide this policy to all SASED staff, and students, and/or parents/guardians in their respective handbooks, and ensure its posting on SASED's website.

Professional and Appropriate Conduct

Professional and appropriate employee conduct are important Board goals that impact the quality of a safe learning environment and the school community, increasing students' ability to learn and SASED's ability to educate. To protect students from sexual misconduct by employees, and employees from the appearance of impropriety, State law also recognizes the importance for SASED employees to constantly maintain professional and appropriate relationships with students by following established expectations and guidelines for employee-student boundaries. Many breaches of employee-student boundaries do not rise to the level of criminal behavior but do pose a potential risk to student safety and impact the quality of a safe learning environment. Repeated violations of employee-student boundaries may indicate the grooming of a student for sexual abuse. As bystanders, employees may know of concerning behaviors that no one else is aware of, so their training on: (1) preventing, recognizing, reporting, and responding to child sexual abuse and grooming behavior; (2) this policy; and (3) federal and state reporting requirements is essential to maintaining the Board's goal of professional and appropriate conduct.

The Executive Director or designee shall identify employee conduct standards that define appropriate employee-student boundaries, provide training about them, and monitor the SASED employees for violations of employee-student boundaries. The employee conduct standards will require that, at a minimum:

1. Employees who are governed by the Code of Ethics for Illinois Educators, adopted by the Ill. State Board of Education (ISBE), will comply with its incorporation by reference into this policy.
2. Employees are trained on educator ethics, child abuse, grooming behaviors, and employee-student boundary violations as required by law and policies 2:265, *Title IX Sexual Harassment Grievance Procedure*; 4:165, *Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors*; 5:90, *Abused and Neglected Child Reporting*; and 5:100, *Staff Development Program*.
3. Employees maintain professional relationships with students, including maintaining employee-student boundaries based upon students' ages, grade levels, and developmental levels and following SASED-established guidelines for specific situations, including but not limited to:
 - a. Transporting a student;
 - b. Taking or possessing a photo or video of a student; and
 - c. Meeting with a student or contacting a student outside the employee's professional role.

4. Employees report prohibited behaviors and/or boundary violations pursuant to Board policies 2:260, *Uniform Grievance Procedure*; 2:265, *Title IX Sexual Harassment Grievance Procedure*; and 5:90, *Abused and Neglected Child Reporting*.
5. Discipline up to and including dismissal will occur for any employee who violates an employee conduct standard or engages in any of the following:
 - a. Violates expectations and guidelines for employee-student boundaries.
 - b. Sexually harasses a student.
 - c. Willfully or negligently fails to follow reporting requirements of the Abused and Neglected Child Reporting Act (325 ILCS 5/), Title IX of the Education Amendments of 1972 (20 U.S.C. §1681 et seq.), or the Elementary and Secondary Education Act (20 U.S.C. § 7926).
 - d. Engages in grooming as defined in 720 ILCS 5/11-25.
 - e. Engages in grooming behaviors. Prohibited grooming behaviors include, at a minimum, sexual misconduct. Sexual misconduct is any act, including but not limited to, any verbal, nonverbal, written, or electronic communication or physical activity, by an employee with direct contact with a student, that is directed toward or with a student to establish a romantic or sexual relationship with the student. Examples include, but are not limited to:
 - i. A sexual or romantic invitation.
 - ii. Dating or soliciting a date.
 - iii. Engaging in sexualized or romantic dialog.
 - iv. Making sexually suggestive comments that are directed toward or with a student.
 - v. Self-disclosure or physical exposure of a sexual, romantic, or erotic nature.
 - vi. A sexual, indecent, romantic, or erotic contact with the student.

Statement of Economic Interests

The following employees must file a Statement of Economic Interests as required by the Ill. Governmental Ethics Act:

1. Executive Director;
2. Program Administrators and Coordinators;
3. Head of any department;
4. Any employee who, as the District's agent, is responsible for negotiating one or more contracts, including collective bargaining agreement(s), in the amount of \$1,000 or greater;
5. Hearing officer;
6. Any employee having supervisory authority for 20 or more employees; and
7. Any employee in a position that requires an administrative or a chief school business official endorsement.

Ethics and Gift Ban

Board policy 2:105, Ethics and Gift Ban, applies to all SASSED employees. Students shall not be used in any manner for promoting a political candidate or issue.

Prohibited Interests; Conflict of Interest; and Limitation of Authority

In accordance with 105 ILCS 5/22-5, "no school officer or teacher shall be interested in the sale, proceeds, or profits of any book, apparatus, or furniture used or to be used in any school with which such officer or

teacher may be connected,” except when the employee is the author or developer of instructional materials listed with ISBE and adopted for use by the Board. An employee having an interest in instructional materials must file an annual statement with the Board Secretary.

For the purpose of acquiring profit or personal gain, no employee shall act as an agent of SASED nor shall an employee act as an agent of any business in any transaction with SASED. This includes participation in the selection, award, or administration of a contract supported by a federal award or State award governed by the Grant Accountability and Transparency Act (GATA) (30 ILCS 708/) when the employee has a real or apparent conflict of interest. A conflict of interest arises when an employee or any of the following individuals has a financial or other interest in or a tangible benefit from the entity selected for the contract:

1. A member of the employee’s immediate family;
2. An employee’s partner ; or
3. An entity that employs or is about to employ the employee or one of the individuals listed in one or two above.

Employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to agreements or subcontracts. Situations in which the interest is not substantial, or the gift is an unsolicited item of nominal value must comply with State law and Board policy 2:105, Ethics and Gift Ban.

Guidance Counselor Gift Ban

Guidance counselors are prohibited from intentionally soliciting or accepting any gift from a prohibited source or any gift that would be in violation of any federal or State statute or rule. For guidance counselors, a prohibited source is any person who is (1) employed by an institution of higher education, or (2) an agent or spouse of or an immediate family member living with a person employed by an institution of higher education. This prohibition does not apply to:

1. Opportunities, benefits, and services available on the same conditions as for the general public.
2. Anything for which the guidance counselor pays market value.
3. A gift from a relative.
4. Anything provided by an individual on the basis of a personal friendship, unless the guidance counselor believes that it was provided due to the official position or employment of the guidance counselor and not due to the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the guidance counselor must consider the circumstances in which the gift was offered, including any of the following:
 - a. The history of the relationship between the individual giving the gift and the guidance counselor, including any previous exchange of gifts between those individuals.
 - b. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift.
 - c. Whether, to the actual knowledge of the guidance counselor, the individual who gave the gift also, at the same time, gave the same or a similar gift to other school district employees.
5. Bequests, inheritances, or other transfers at death.
6. Any item(s) during any calendar year having a cumulative total value of less than \$100.
7. Promotional materials, including, but not limited to, pens, pencils, banners, posters, and pennants.

A guidance counselor does not violate this prohibition if he or she promptly returns the gift to the prohibited source or donates the gift or an amount equal to its value to a 501(c)(3) tax-exempt charity.

Outside Employment

Employees shall not engage in any other employment or in any private business during regular working hours or at such other times as are necessary to fulfill appropriate assigned duties.

Incorporated

by reference: 5:120-E (Code of Ethics for Ill. Educators)

LEGAL REF.: U.S. Constitution, First Amendment.
2 C.F.R. §200.318(c)(1).
5 ILCS 420/4A-101, Ill. Governmental Ethics Act.
5 ILCS 430/, State Officials and Employee Ethics Act.
30 ILCS 708/, Grant Accountability and Transparency Act.
50 ILCS 135/, Local Governmental Employees Political Rights Act.
105 ILCS 5/10-22.39, 5/10-23.13, 5/22-5, 5/22-85.5, and 5/22-93.
325 ILCS 5/, Abused and Neglected Child Reporting Act.
720 ILCS 5/11-25, Criminal Code of 2012.
775 ILCS 5/5A-102, Ill. Human Rights Act.
23 Ill.Admin.Code Part 22, Code of Ethics for Ill. Educators.
Pickering v. Board of Township H.S. Dist. 205, 391 U.S. 563 (1968).
Garcetti v. Ceballos, 547 U.S. 410 (2006).

CROSS REF.: 2:105 (Ethics and Gift Ban), 2:265 (Title IX Sexual Harassment Grievance Procedure), 4:60 (Purchases and Contracts), 4:165 (Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors), 5:90 (Abused and Neglected Child Reporting), 5:100 (Staff Development Program), 5:125 (Personal Technology and Social Media; Usage and Conduct), 5:200 (Terms and Conditions of Employment and Dismissal), 5:290 (Employment Terminations and Suspensions), 7:20 (Harassment of Students Prohibited)

ADOPTED:

Students

Residence

Member Districts

Students who are residents of member districts may participate in the programs available through SASED.

Non-Member Districts

Students who are residents of non-member districts may participate in the programs available through SASED providing eligibility requirements are met and space is available. The sending district shall pay SASED tuitions and charges in an amount determined by the Board of Directors calculated through the use of appropriate ISBE procedures for the program in which the student is included. Transportation shall be the responsibility of the district of residence.

LEGAL REF.: McKinney Homeless Assistance Act, 42 U.S.C. § 11431 et seq.
30 ILCS 220/11.
105 ILCS 5/10-20.12a, 5/10-20.12b, and 5/10-22.5.
105 ILCS 45/1-5 45/ and 70/.
23 Ill. Admin.Code § 1.240(e).
Israel S. by Owens v. Board of Educ. of Oak Park and River Forest High School Dist. 200, 601 N.E.2d 1264 (Ill.App.1, 1992).
Joel R. v. Board of Education of Manheim Cooperative 83, 686 N.E.2d 650 (Ill.App.1, 1997).
Kraut v. Rachford, 366 N.E.2d 497 (Ill.App.1st Dist. 1977).

CROSS REF.: 6:140 (Education of Homeless Children)

ADOPTED:

Students

Search and Seizure

In order to maintain order and security in the schools, school authorities are authorized to conduct reasonable searches of school property and equipment, as well as of students and their personal effects. "School authorities" includes SASED and member district administrators and school liaison police officers.

Students have no reasonable expectation of privacy in school premises or areas within schools or in their personal effects left there.

This Policy should be read with reference to other related Board Policies including, but not limited to, the following: Policy on 7:190 Student Behavior and 7:230 Misconduct by Students with Disabilities.

Types of Searches

A search may include: 1) a request by a SASED employee, administrator or a sworn law enforcement officer to a student to relinquish personal items, including backpacks and purses, to be opened and searched; 2) a directive by a SASED employee, administrator or a sworn law enforcement officer to a student to remove outerwear, including clothing worn over a shirt, hat, gloves, socks and shoes, so these items can be searched; to turn out pockets, roll down sleeves, roll up pants to the knees, remove any belt, reveal the waist band or the top of the pants or skirt for visual inspection; 3) opening and inspecting personal items stored in a desk or locker, such as clothing, backpacks, purses and other containers; or 4) a search of multiple lockers or desks.

SASED may implement use of a walk-through or hand-held metal detecting device to search students and their belongings on a daily, as-needed, or random basis.

Search Procedure

In exigent circumstances, any SASED employee or administrator may take any action s/he reasonably believes is necessary to protect any student, school staff or visitor from a physical threat.

Absent exigent circumstances, employees should notify the appropriate administrator of the circumstances that lead the employee to believe that a student has engaged in a violation of SASED policies or other misconduct, including any reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or student conduct rules.

The method of searching must be (1) reasonably related to the objective of the search, and (2) not excessively intrusive in light of (i) the age and gender of the student and (ii) the nature of the suspected violation. An individualized search should be no more intrusive than is necessary to turn up evidence of the legal or rule violation the student is reasonably suspected of committing.

Random searches, such as random Metal Detector Screenings and mass locker and desk searches may be conducted by administrators or law enforcement officers even in the absence of a reasonable ground for suspecting that the search will produce evidence a student has violated or is violating either the law or SASED policies.

Administrators should conduct searches of individual students or coordinate a search by law enforcement officers. If practical, where a SASED employee or administrator has reasonable grounds to suspect that an individual student possesses illegal materials, including a firearm or drugs, a SASED administrator should ask a sworn law enforcement officers to conduct the search.

When practical, school employees or administrators of the same gender as the student should be assigned to scan students with hand-held metal-detecting devices or to ask a student to remove any belt and reveal the waist band or top of the pants or skirt for visual inspection.

All property removed as a result of this procedure, that may be legitimately brought onto SASED property, will be returned to the individual. Property removed from a student, possession of which violates Board policy, shall be confiscated and the student disciplined in accordance with Board policy. When appropriate, property may be transferred to law enforcement authorities.

Following a search, the administrator who authorized the search should document the information leading to the search, the type of search conducted, the identity of the individual conducting the search, and any evidence obtained and processed, or any property returned to the individual searched.

Metal Detector Screening

The Executive Director or his/her designee may authorize random, daily, or as-needed Metal Detector Screenings to deter and prevent weapons from being brought into any school building, activity or event. If the administrator decides to authorize daily Metal Detector Screenings, the screenings will be conducted in accordance with this policy.

All schools with metal detectors, whether used randomly or daily, shall post a sign outside the entrance to be used for metal-detector screenings to the effect that any person who enters the building may be subject to search.

If the detector is activated, the student shall be asked to relinquish any metal item. A School Official shall then conduct a second Metal Detector Screening.

If the detector is activated after the second Metal Detector Screening, the individual may be subject to further search per this policy, including a request to remove outerwear, including clothing worn over a shirt, hat, gloves, socks and shoes, so these items can be searched; to turn out pockets, roll down sleeves, roll up pants to the knees, remove any belt, reveal the waist band or the top of the pants or skirt for visual inspection. If possible, such measures should be conducted outside the view of others, including students and in the presence of an additional adult. Additionally, School Officials may inspect the contents of personal items, including backpacks and purses, to determine if a weapon is concealed therein.

Notification Regarding Student Accounts or Profiles on Social Networking Websites

The Executive Director or designee shall notify students and their parents/guardians of each of the following in accordance with the Right to Privacy in the School Setting Act, 105 ILCS 75/:

1. SASED officials may not request or require a student or his or her parent/guardian to provide a password or other related account information to gain access to the student's account or profile on a social networking website.
2. SASED officials may conduct an investigation or require a student to cooperate in an investigation if there is specific information about activity on the student's account on a social networking website that violates a SASED and/or host district disciplinary rule or policy. During the course of an investigation, the student may be required to share the content that is reported in order to allow SASED officials to make a factual determination.

- LEGAL REF.: 105 ILCS 5/10-20.14, 5/10-22.6, and 5/10-22.10a.
Right to Privacy in the School Setting Act, 105 ILCS 75/.
Cornfield v. Consolidated High School Dist. No. 230, 991 F.2d 1316 (7th Cir., 1993).
People v. Dilworth, 661 N.E.2d 310 (Ill., 1996), *cert. denied*, 116 S.Ct. 1692 (1996).
People v. Pruitt, 662 N.E. 2d 540 (Ill.App.1, 1996), *app. denied*, 667 N.E. 2d 1061 (Ill.App.1, 1996).
T.L.O. v. New Jersey, 105 S.Ct. 733 (1985).
Vernonia School District 47J v. Acton, 115 S.Ct. 2386 (1995).
Safford Unified School Dist. No. 1 v. Redding, 129 S. Ct. 2633 (2009).
- CROSS REF.: 7:130 (Student Rights and Responsibilities), 7:150 (Agency and Police Interviews), 7:190 (Student Discipline)

ADOPTED:

Students

Student Concussions and Head Injuries

The Executive Director or designee shall develop and implement a program to manage concussions and head injuries suffered by students. The program shall:

1. Fully implement the Youth Sports Concussion Safety Act, that provides, without limitation, each of the following:
 - a. The Executive Director or designee shall establish each of the following based on peer-reviewed scientific evidence consistent with guidelines from the Centers for Disease Control and Prevention:
 - i. A return-to-play protocol governing a student's return to interscholastic athletics practice or competition following a force of impact believed to have caused a concussion. The Executive Director or designee shall supervise an athletic trainer or other person responsible for compliance with the return-to-play protocol.
 - ii. A return-to-learn protocol governing a student's return to the classroom following a force of impact believed to have caused a concussion. The Executive Director or designee shall supervise the person responsible for compliance with the return-to-learn protocol.
 - b. Each student and the student's parent/guardian shall be required to sign a concussion information receipt form each school year before participating in an interscholastic athletic activity.
 - c. A student shall be removed from an interscholastic athletic practice or competition immediately if any of the following individuals believes that the student sustained a concussion during the practice and/or competition: a coach, a teacher, a physician, a game official, an athletic trainer, the student's parent/guardian, the student, or any other person deemed appropriate under the return-to-play protocol.
 - d. A student who was removed from interscholastic athletic practice or competition shall be allowed to return only after all statutory prerequisites are completed, including without limitation, the return-to-play and return-to-learn protocols developed by the Executive Director. An athletic team coach or assistant coach may not authorize a student's return-to-play or return-to-learn.
 - e. The following individuals must complete concussion training as specified in the Youth Sports Concussion Safety Act: all coaches or assistant coaches (whether volunteer or a cooperative employee) of interscholastic athletic activities; nurses; licensed healthcare professionals or non-licensed healthcare professionals (whether or not they serve on a volunteer basis); athletic trainers; and game officials of interscholastic athletic activities.
 - f. The Board shall approve school-specific emergency action plans for interscholastic athletic activities to address the serious injuries and acute medical conditions in which a student's condition may deteriorate rapidly.
2. Comply with the concussion protocols, policies, and by-laws of the Illinois High School Association (IHSA), including its *Protocol for Implementation of NFHS Sports Playing Rules for Concussion*, which includes its Return to Play (RTP) Policy. These specifically require that:

- a. A student athlete who exhibits signs, symptoms, or behaviors consistent with a concussion in a practice or game shall be removed from participation or competition at that time.
 - b. A student athlete who has been removed from an interscholastic contest for a possible concussion or head injury may not return to that contest unless cleared to do so by a physician licensed to practice medicine in all its branches in Illinois or a certified athletic trainer.
 - c. If not cleared to return to that contest, a student athlete may not return to play or practice until the student athlete has provided his or her school with written clearance from a physician licensed to practice medicine in all its branches in Illinois, advanced practice registered nurse, physician assistant or a certified athletic trainer working in conjunction with a physician licensed to practice medicine in all its branches in Illinois.
3. Require that all high school coaching personnel, including the head and assistant coaches, and athletic directors obtain online concussion certification by completing online concussion awareness training in accordance with 105 ILCS 25/1.15.
4. Require all student athletes to view the IHSA video about concussions.
5. Inform student athletes and their parent(s)/guardian(s) about this policy in the Agreement to Participate or other written instrument that a student athlete and his or her parent/guardian must sign before the student is allowed to participate in a practice or interscholastic competition.
6. Provide coaches and student athletes and their parents/guardians with educational materials from the IHSA regarding the nature and risk of concussions and head injuries, including the risks inherent in continuing to play after a concussion or head injury.
7. Include a requirement for staff members to notify the parent/guardian of a student who exhibits symptoms consistent with that of a concussion.
8. Include a requirement for staff members to distribute the Ill. Dept. of Public Health concussion brochure to any student or the parent/guardian of a student who may have sustained a concussion, regardless of whether or not the concussion occurred while the student was participating in an interscholastic athletic activity, if available.

LEGAL REF.: 105 ILCS 5/22-80.
105 ILCS 25/1.15.

CROSS REF.: 4:170 (Safety), 5:100 (Staff Development Program)

ADOPTED:

Students

Student Use of Buildings – Equal Access

Student groups or clubs that are not school sponsored are granted free use of school premises for a meeting or series of meetings under the following conditions:

1. The meeting is held during those non-instructional times identified by the Executive Director or designee for non-curricular student groups, clubs, or organizations to meet. *Non-instructional time* means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends. *Non-curricular student groups* are those student groups, clubs, or organizations that do not directly relate to the curriculum.
2. All non-curriculum related student groups that are not SASED sponsored receive substantially the same treatment.
3. The meeting is student-initiated, meaning that the request is made by a student.
4. Attendance at the meeting is voluntary.
5. The school will not sponsor the meeting.
6. School employees are present at religious meetings only in a non-participatory capacity.
7. The meeting and/or any activities during the meeting do not materially or substantially interfere with the orderly conduct of educational activities.
8. Non-school persons do not direct, conduct, control, or regularly attend the meetings.
9. The school retains its authority to maintain order and discipline.
10. A school staff member or other responsible adult is present in a supervisory capacity.
11. The Executive Director or designee approves the meeting or series of meetings.

The Executive Director or designee shall develop administrative procedures to implement this policy.

LEGAL REF.: 20 U.S.C. § 4071 et seq. Equal Access Act.
Bd. of Ed. of Westside Community Sch. Dist. v. Mergens, 496 U.S. 226 (1990).
Gemetzke v. Kenosha Unified Sch. Dist. No. 1, 274 F.3d 464 (7th Cir. 2001), *cert. denied*,
535 U.S. 1017.

CROSS REF.: 7:10 (Equal Education Opportunities), 8:20 (Community Use of School Facilities)

ADOPTED:



2023 Extended School Year (ESY) Outcomes Report

Background: Extended school year (ESY) services are a component of Free Appropriate Public Education (FAPE). Some students will need individualized services beyond the regular school calendar to enable them to maintain skills on specific goals and objectives and assist them in progressing on those goals within the IEP cycle. ESY services are necessary when the benefits a child with a disability gains during the regular school calendar will be significantly jeopardized if the child is not provided with an educational program during regular school breaks. All students with IEPs must be considered for eligibility for ESY services to receive a FAPE.

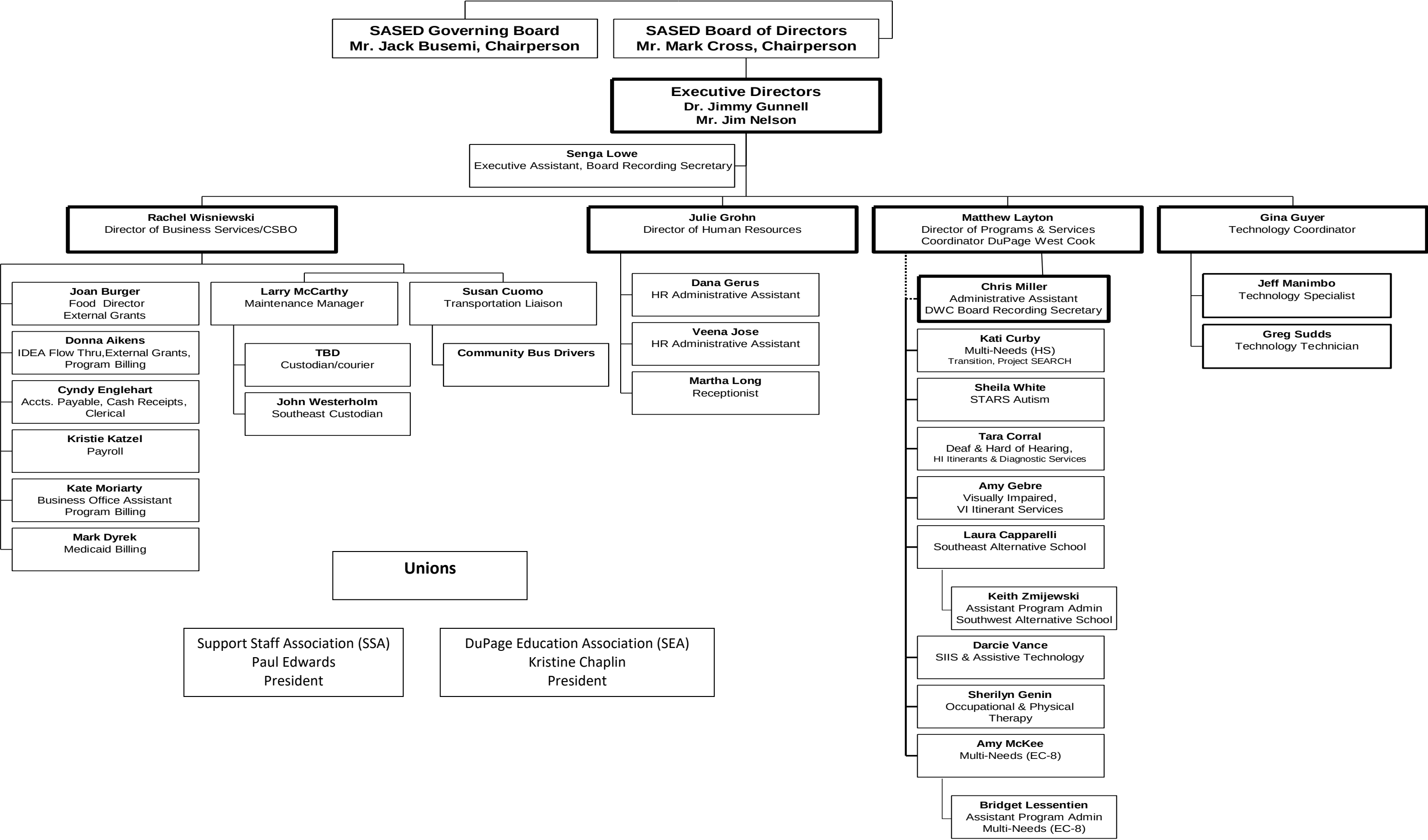
2023 Theme - By the Sea

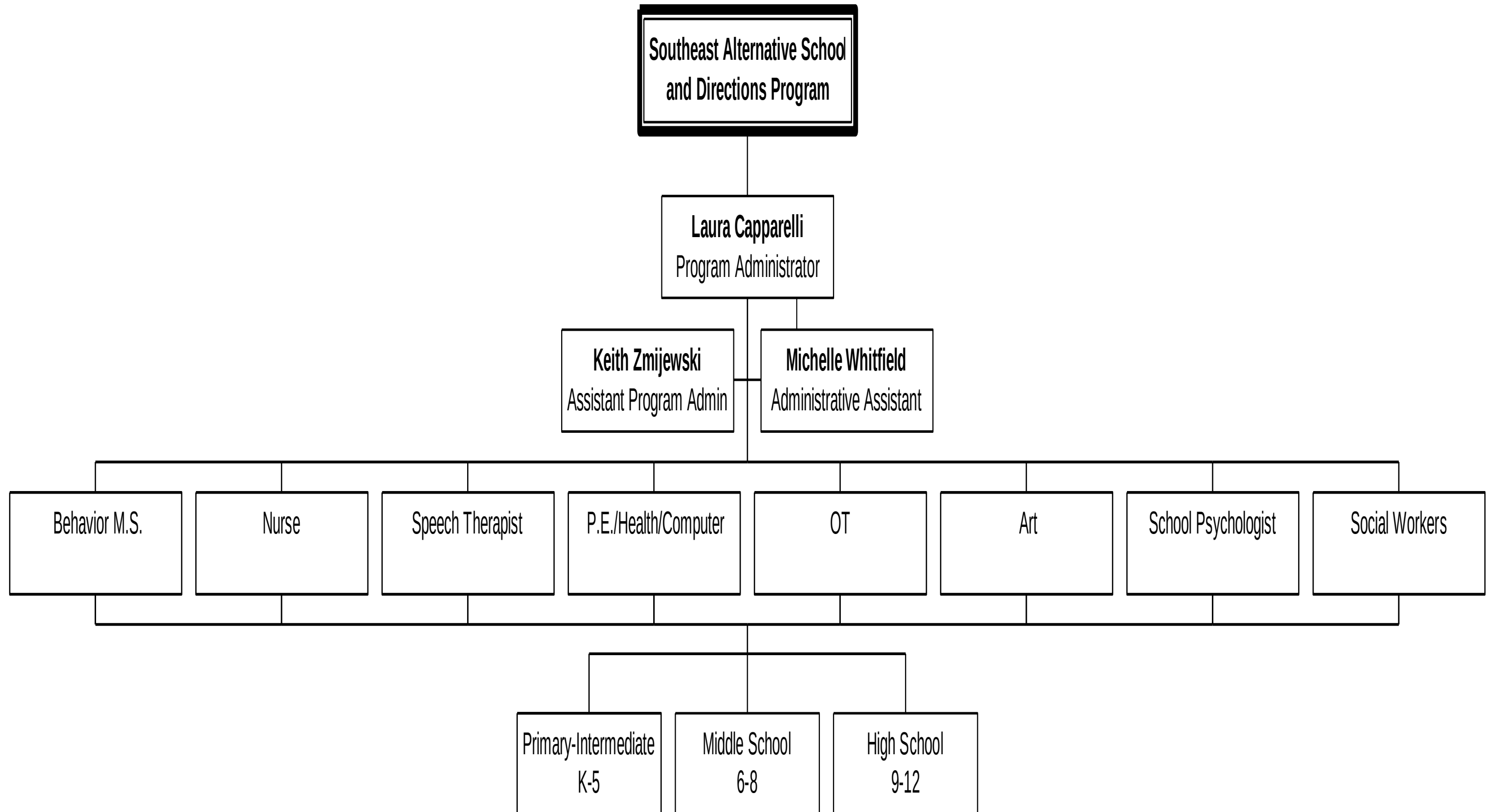
2023 ESY ENROLLMENT AND ATTENDANCE INFORMATION					
ESY Program	Budgeted Enrollment	Changes		Final Enrollment	Attendance
		Enter	Leave		
DHH	37	0	1	36	74.8%
Directions	6	0	1	5	90.4%
Multi-Needs	72	2	14	60	71.1%
Southeast	31	1	4	28	79.1%
STARS	20	0	2	18	77.0%
Transition	22	0	4	18	85.0%
Vision	33	0	1	32	79.8%
ESY Other (non-program students from Member districts)	70	0	12	58	80.1%
ESY Totals	291	3	39	255	77.0%

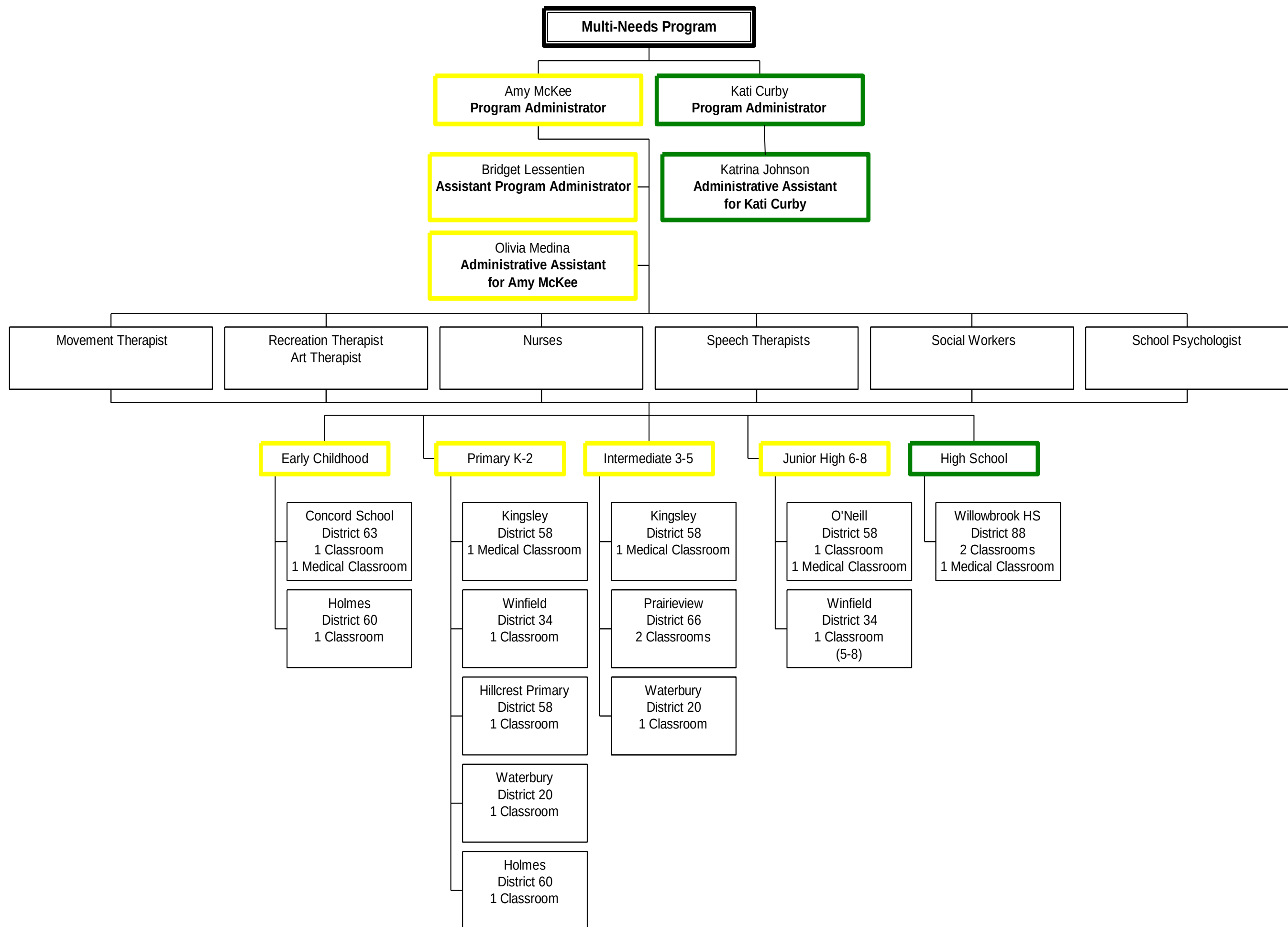
2023 STUDENT ESY GOAL OUTCOMES			
Maintained Progress	Regressed in Progress	Made Progress	Mastered
37.8%	6.4%	55.7%	0.5%

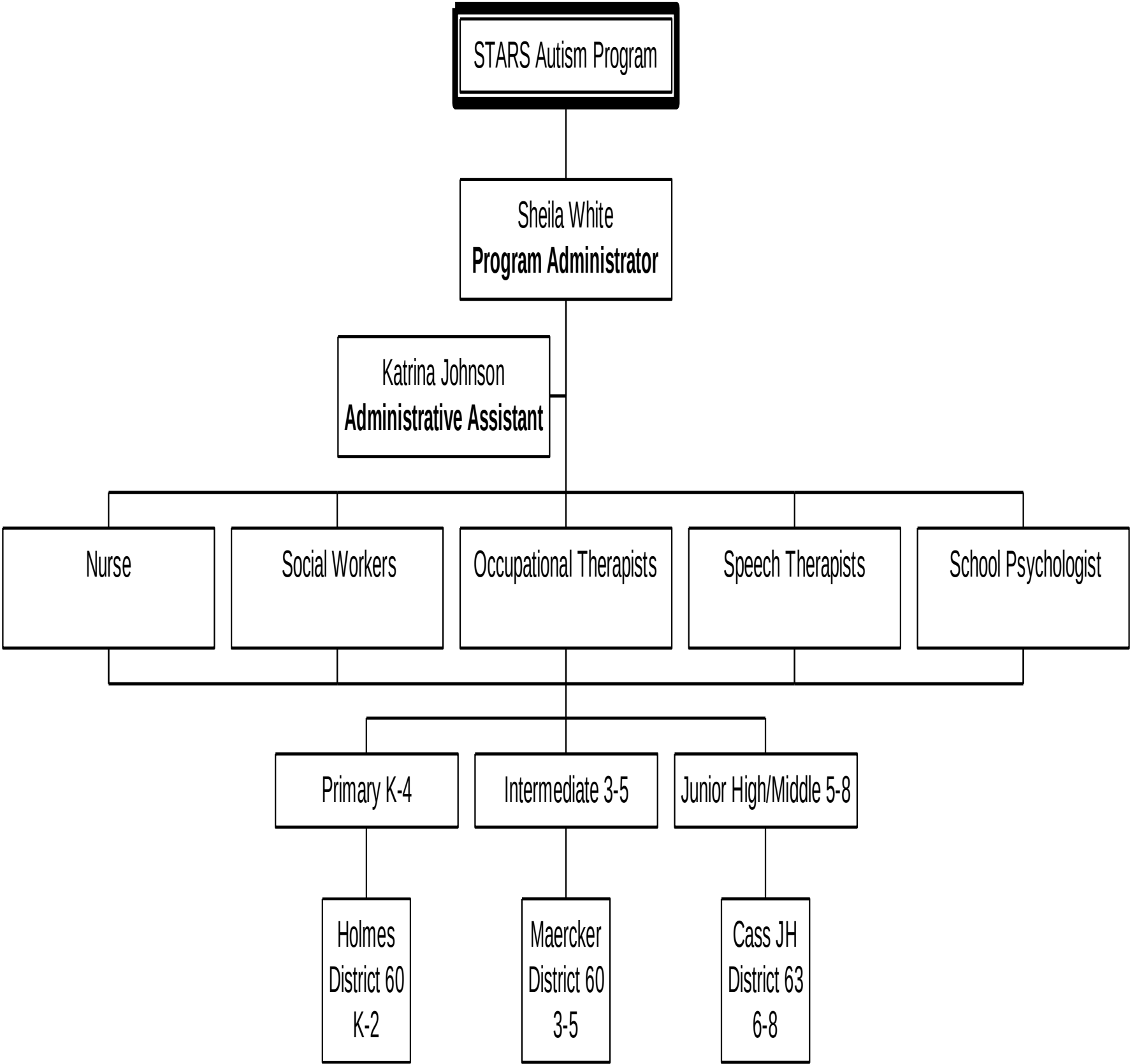
PROGRAM	ADMINISTRATOR	LOCATION	TEACHER	GRADES	CAPACITY	ENROLLED	PENDING	OPENINGS
DHH	Tara Corral	D45 - Early Childhood Center	Alexander	EC	8	6	0	2
		D45 - North School	Kirkman	EC	8	5	0	3
		D45 - North School	Spillan	EC	8	5	0	3
		D45 - North School	Hamblin	K	8	4	0	4
		D45 - North School	McGuire	1-2	8	6	0	2
		D45 - North School	Nowicki	3-4	10	8	0	2
		D45 - North School	Misener	5	10	8	0	2
		D201 - Westmont Junior High	Quetsch-Rohrer	6-8	10	8	0	2
		DHH TOTAL			70	50	0	20
DIRECTIONS	Lauara Capparelli	SASED - Southeast School	Moses	3-5	10	4	0	6
		SASED - Southeast School	Graffis	6-8	10	6	0	4
		SASED - Southeast School	Hilb	9-12	10	13	0	-3
		SASED - Southeast School	TBD	9-12	0	0	0	0
		DIRECTIONS TOAL			30	23	0	7
MULTI NEEDS	Sheila White	D60 - Holmes Primary	Brady	EC	8	6	0	2
	Amy McKee	D63 - Concord Elementary	Goins	EC	8	5	0	3
		D63 - Concord Elementary	Noessen	EC Medical	8	4	0	4
		D58 - Hillcrest Elementary	Kirkpatrick	K-1	10	6	0	4
		D20 - Waterbury Elementary	Ryndak	K-1	8	4	0	4
		D34 - Winfield Primary School	Goes	K-2	10	5	0	5
	Sheila White	D60 - Holmes Primary	Kilmczak	1-2	10	8	0	2
	Amy McKee	D58 - Kingsley Elementary	Raponi	K-2 Medical	6	5	0	1
		D20 - Waterbury Elementary	Wood	2-5	10	5	0	5
		D58 - Kingsley Elementary	Lapato	3-5 Medical	8	6	0	2
		D66 - Prairieview Elementary	Misch	3-5	10	10	0	0
		D66 - Prairieview Elementary	TBD	3-5	0	0	0	0
		D34 - Winfield Primary School	Broderick	5-8	10	5	0	5
		D58 - O'Neill Middle School	Dahl	6-8	10	7	0	3
		D58 - O'Neill Middle School	DeBruin	6-8 Medical	10	6	0	4
	Kati Curby	D88 - Willowbrook High School	Martinez	9-12	10	5	0	5
		D88 - Willowbrook High School	Matthews	9-12	10	5	0	5
		D88 - Willowbrook High School	Granrath	9-12 Medical	8	5	0	3
		MULTI NEEDS TOTAL			154	97	0	57
PROJECT SEARCH	Kati Curby	NORTHWESTERN-CENTRAL	Munchoff	12+	12	5	0	0
		Only accepts students through application once per year			TOTAL	12	5	

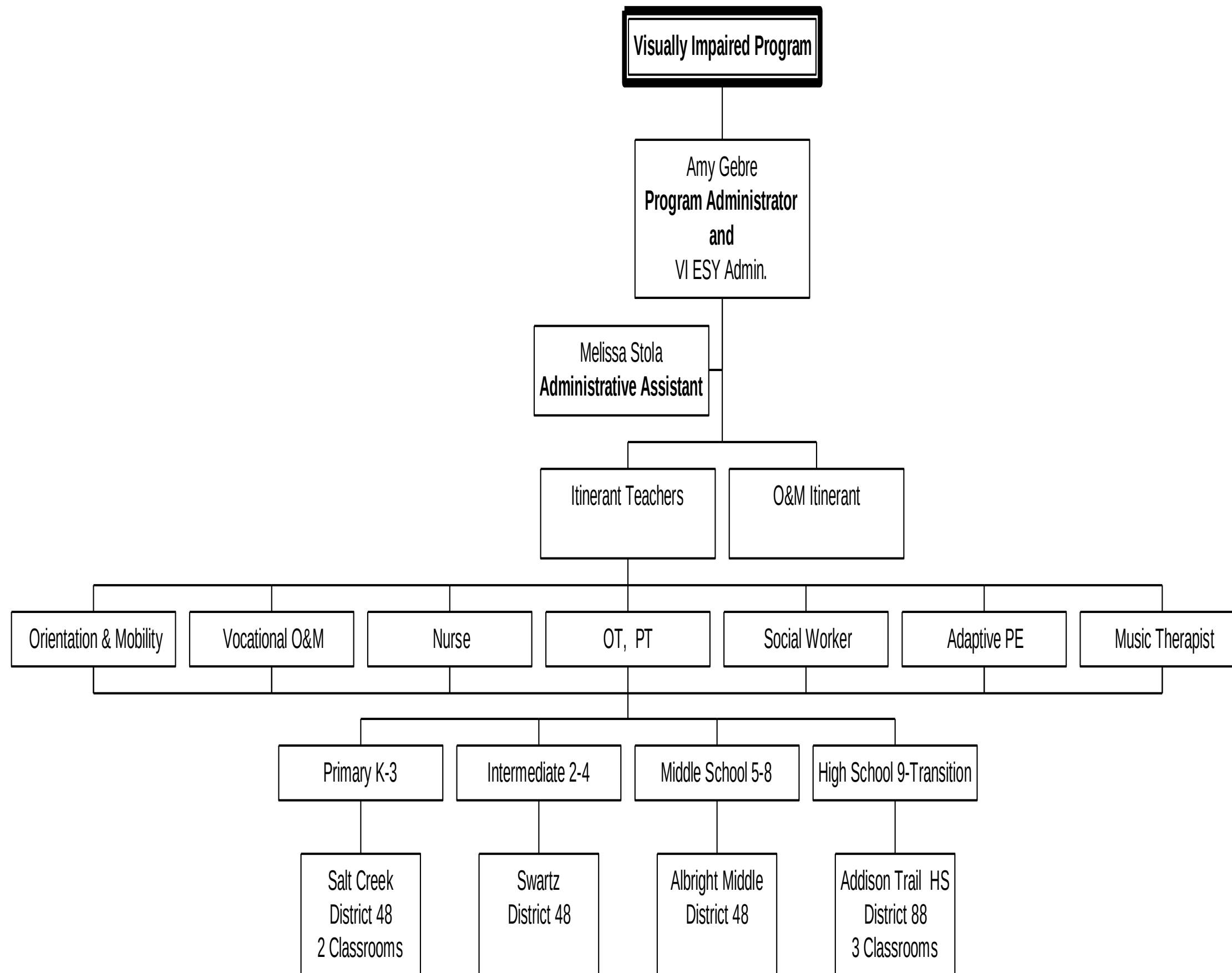
SOUTHEAST	Lauara Capparelli	SASED - Southeast School	TBD	EC	0	0	0	0
		SASED - Southeast School	Holle	K-1	10	4	0	6
		SASED - Southeast School	Aurricchio	1-2	10	6	0	4
		SASED - Southeast School	O'Sullivan	3	10	7	0	3
		SASED - Southeast School	Petrella	4	10	5	0	5
		SASED - Southeast School	Gaona	5	10	4	0	6
		SASED - Southeast School	Balogh	6	10	10	0	0
		SASED - Southeast School	Tassone	7	10	9	0	1
		SASED - Southeast School	Huerta	8	10	5	0	5
		SASED - Southeast School	McFadden	9-10	10	7	0	3
		SASED - Southeast School	Dumbrow	11-12	10	8	0	2
		SASED - Southeast School	Morton	12	10	7	0	3
		SOUTHEAST TOTAL				110	72	0
STARS	Amy Gebre	D48 - Swartz	McGann	K-2	8	5	0	3
	Sheila White	D60 - Holmes Primary	Ahern	K-1	10	6	0	4
		D60 - Holmes Primary	Walton	1-2	10	8	0	2
		D60 - Maercker Intermediate	Cherrie	3-4	10	7	0	3
		D63 - Cass Junior High	Kaufmann	5-8	10	9	0	1
		D63 - Cass Junior High	Nunziato	5-8	10	6	0	4
		STARS TOTAL				58	41	0
TRANSITION	Kati Curby	SASED - Transition Center	Zacharski	12+	10	9	0	1
		SASED - Transition Center	Baker	12+	10	7	0	3
		SASED - Transition Center (VI)	Duncan	12+	10	8	0	2
		SASED - Transition Center (VI)	Bell	12+	10	5	0	5
	TRANSITION TOTAL				40	29	0	11
VISION	Amy Gebre	D48 - Salt Creek Primary	Magnuson	K-1	8	1	0	7
		D48 - Swartz Intermediate	Ardaiolo	2-4	8	5	0	3
		D48 - Swartz Intermediate	Fernandez	2-4	8	6	0	2
		D48 - Albright Middle	Dwyer	5-8	10	8	0	2
		D88 - Addison Trail High School	Ariano	9-12	10	5	0	5
		D88 - Addison Trail High School	Brusich	9-12	10	6	0	4
		D88 - Addison Trail High School	Jackson	9-12	10	5	0	5
		VISION TOTAL				64	36	0
					CAPACITY	ENROLLED	PENDING	OPENINGS
ENROLLMENT DATA POINTS					538	353	0	178

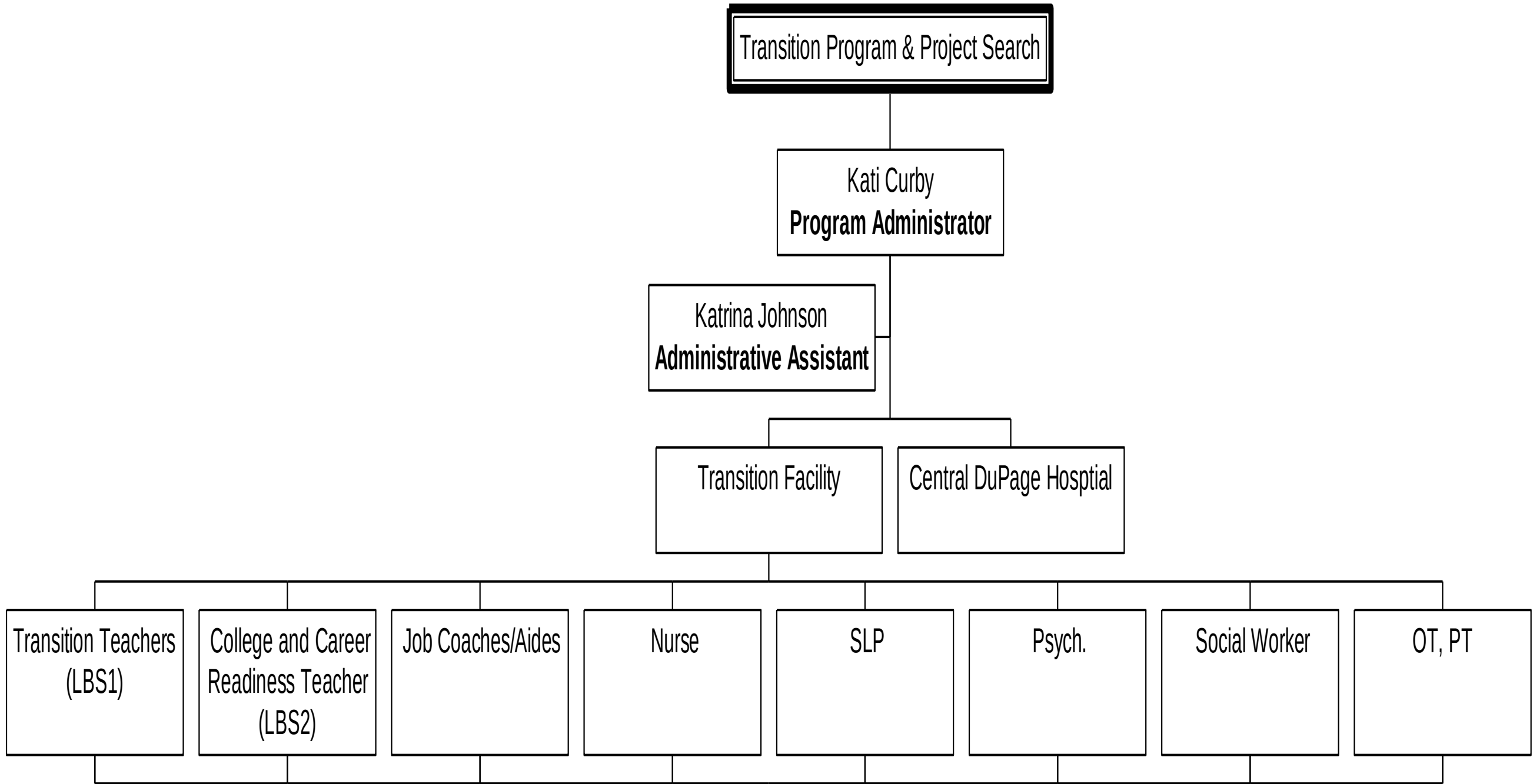


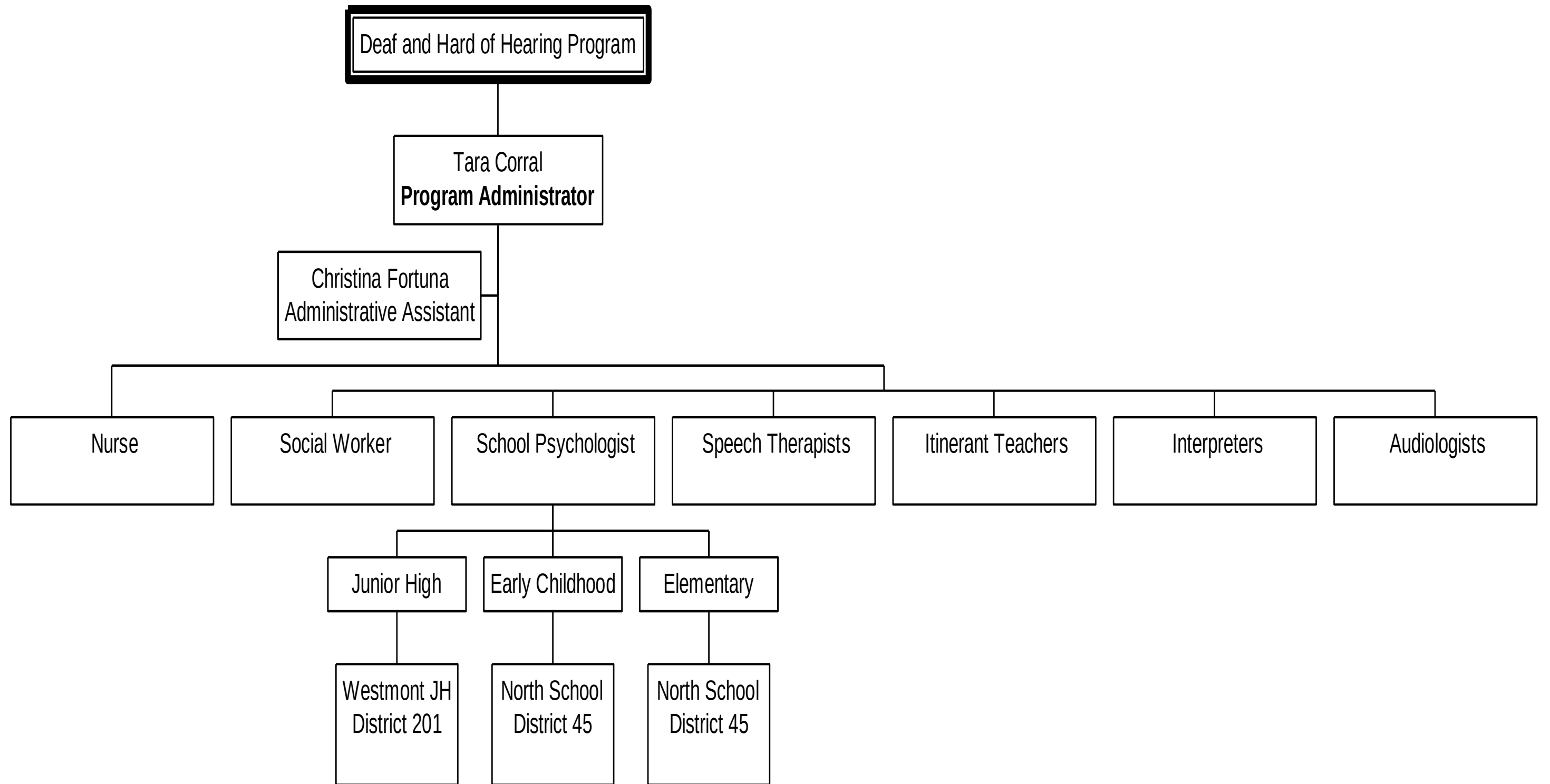


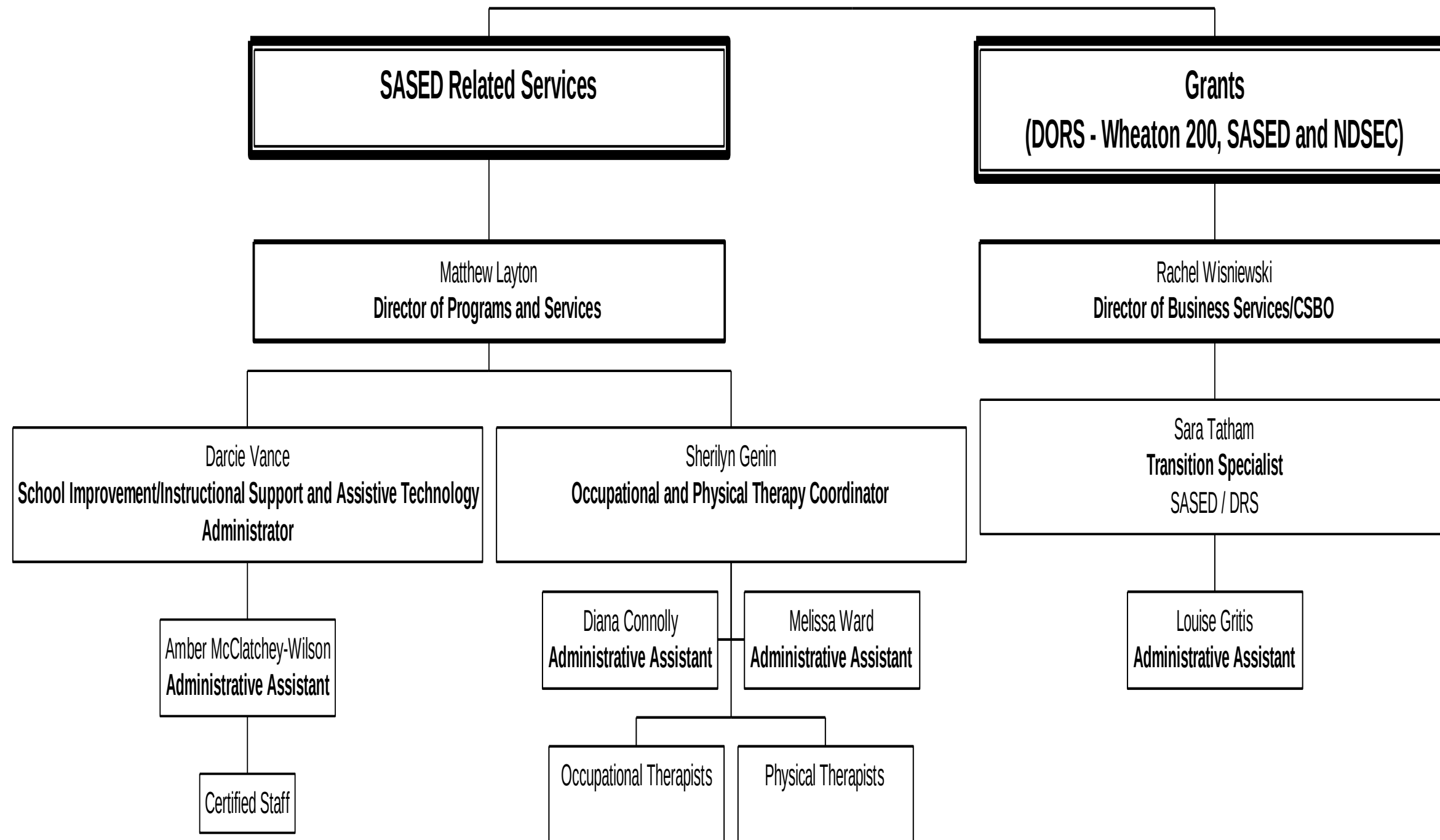


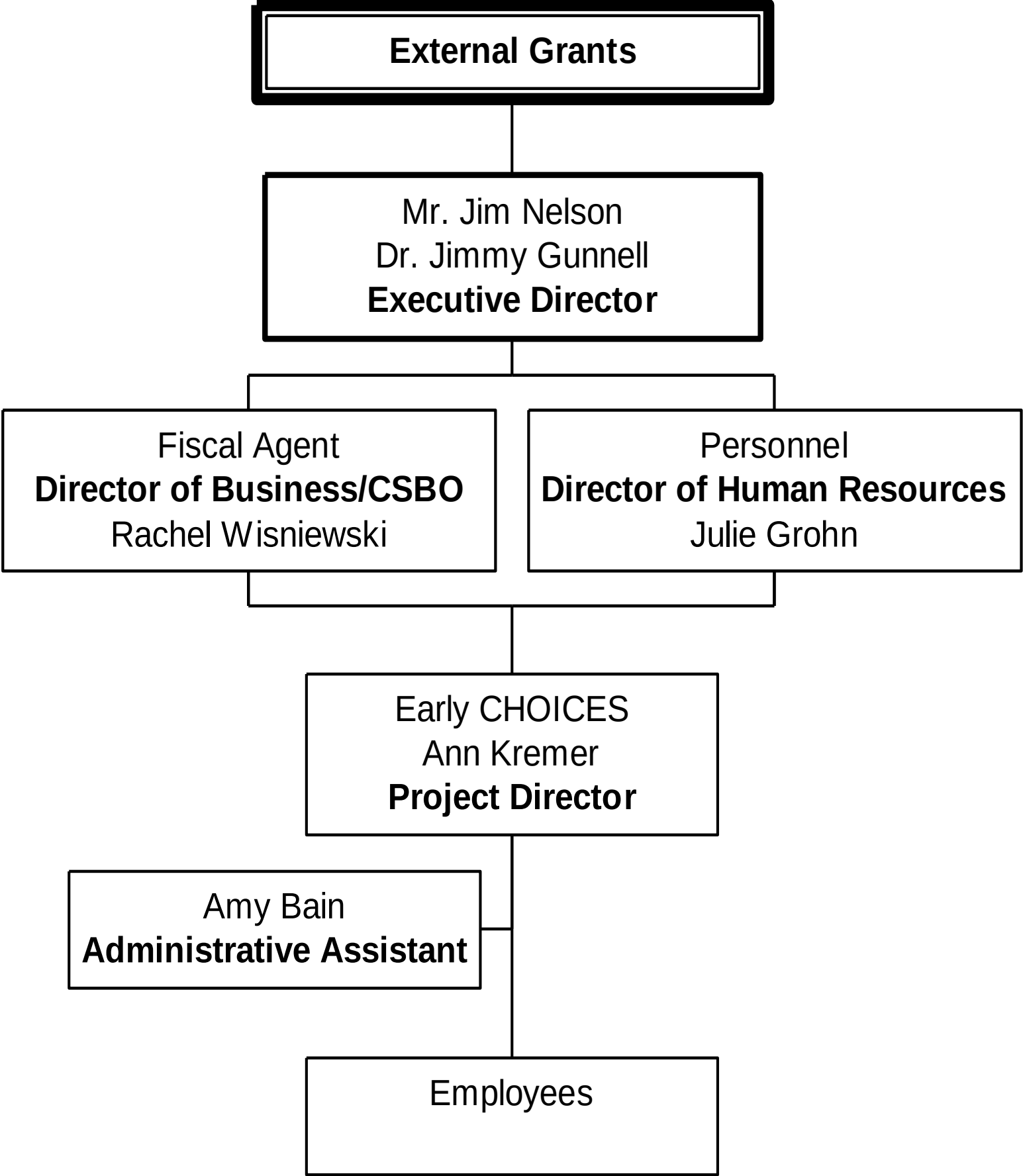












INDEPENDENT CONTRACTOR AGREEMENT

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 Accountability Solutions ("Contractor") (collectively referred to as "the Parties").

The Parties agree as follows:

1. **SERVICES.** Early CHOICES shall engage Contractor to provide the following service:
 - SPP 6A and 6B Decision Making Tree Mobile application
 - Early Outcomes Decision Making Tree Mobile Application
 - Analyze EC data and write EOY data summary
 - Qwiz data edits/maintenance for 6, 7 & 12; new data import, clean and prep
2. **TERM.** Contractor shall provide services to Early CHOICES pursuant to this Agreement during the period from July 1, 2023 to June 30, 2024 ("Agreement Term").
3. **COMPENSATION.** In exchange for the services provided pursuant to Paragraph 1, Early CHOICES shall pay Contractor \$28,000.00, 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: Accountability Solutions, LLC
 1704 Llano St B-142
 Santa FE, NM 87505

For SASSED: 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: Kelly Hyde, PhD, LPCC

Date: 06/29/2023

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 Peoria Regional Office of Education ("Contractor") (collectively referred to as "the Parties").

The Parties agree as follows:

1. SERVICES. Early CHOICES shall engage Contractor to provide the following service:

- Submit monthly CIT meeting agenda, minutes, participant list and action plans
- Community indicators of high quality inclusion assessment monthly scores
- feedback and participation with Early CHOICES Inclusion Specialist and the Advisory Group by CIT Coordinator
- Summary Report December 30 of progress and plan for Spring 2024
- Any products created to support this effort, timelines, public awareness materials, etc share with Early CHOICES

2. TERM. Contractor shall provide services to Early CHOICES pursuant to this Agreement during the period from July 1, 2023 to December 30, 2023 ("Agreement Term").

3. COMPENSATION. In exchange for the services provided pursuant to Paragraph 1, Early CHOICES shall pay Contractor \$25,000.00, 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 SASSED 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: Peoria Regional Office of Education
Address: 324 Main Street Rm 401
Peoria, IL 61602

For SASSED: 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: Jacqui Jones

Date: 7/14/2023

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 Collinsville School District ("Contractor") (collectively referred to as "the Parties").

The Parties agree as follows:

1. **SERVICES.** Early CHOICES shall engage Contractor to provide the following service:

- Submit monthly CIT meeting agenda, minutes, participant list and action plans
- Community indicators of high quality inclusion assessment monthly scores
- feedback and participation with Early CHOICES Inclusion Specialist and the Advisory Group by CIT Coordinator
- Summary Report December 30 of progress and plan for Spring 2024
- Any products created to support this effort, timelines, public awareness materials, etc share with Early CHOICES

2. **TERM.** Contractor shall provide services to Early CHOICES pursuant to this Agreement during the period from July 1, 2023 to December 30, 2023 ("Agreement Term").

3. **COMPENSATION.** In exchange for the services provided pursuant to Paragraph 1, Early CHOICES shall pay Contractor \$25,000.00, 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 SASSED 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: Collinsville Community Unit School District 10
201 W. Clay Street
Collinsville, IL 62234

For SASSED: 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: Christine Coleman

Date: 7/17/2023

RESOLUTION

WHEREAS, the Board of Education of the Independent Member School District ("ISD") or the Governing Board of the Special Education Cooperative ("SEC") of **School Association for Special Education in DuPage County** in DuPage/Cook Counties, Illinois ("Board") is a Member District/Cooperative of the DuPage/West Cook Regional Special Education Association ("D/WC") Catchment Area, pursuant to the Intergovernmental Cooperation Agreement dated July 1, 2006 and as amended May 16, 2019 ("Agreement"); and

WHEREAS, pursuant to Article II of the Agreement, the D/WC Board shall consist of either Superintendents or State Approved Directors of Special Education, appointed in accordance with provisions that include the following:

- Each Special Education Cooperative ("SEC") appoints one representative and one alternate to the D/WC Board.
- Each Independent Member School District ("ISD") that has a district enrollment of at least 5,000 students (based on the most recent ISBE Enrollment and Housing Report) and its own comprehensive plan for special education is eligible to appoint one representative and one alternate to the D/WC Board.
- An ISD that appointed one representative and one alternate to the D/WC Board under the Articles of Agreement Amended and Adopted July 1, 2006 ("Pre-July 1, 2006 ISD"), remains eligible to appoint one representative and one alternate without regard to district enrollment.

WHEREAS, the Board wishes to appoint one representative and one alternate to the D/WC Board pursuant to the Agreement provisions summarized above, as applicable; and

WHEREAS, pursuant to Article II of the Agreement, representatives of the D/WC Board appointed by a SEC or ISD shall serve staggered three-year terms;

NOW, THEREFORE, be it hereby resolved by the Board of Education/Governing Board of **SASED** in DuPage/Cook Counties, Illinois, as follows:

SECTION I: Matt Rich is hereby appointed as the Board Representative to D/WC.

SECTION II: Jim Nelson is hereby appointed as Alternate Representative to perform all the functions of the Board Representative to D/WC, including attendance at meetings and voting, when the Board Representative is unable to perform such functions.

ADOPTED THIS 16th day of August, 2023, by the following vote:

AYES: _____

NAYS: _____

ABSENT: _____

BOARD

By: _____
Its President/Chairperson

ATTEST

By: _____
Its Secretary

Fee Agreement – (Technology)

This Agreement is made this 1st day of June, 2023 between **SASED** of **2900 Ogden Avenue, Lisle, IL, 60532**, hereinafter referred to as “CLIENT”, and THE HORTON GROUP, INC. of 10320 Orland Parkway, Orland Park, IL 60467 hereinafter referred to as “Horton”.

WHEREAS, Horton, together with its affiliated entities (its “Affiliates”), operates insurance agencies and related businesses which procure numerous lines and types of insurance products and provide various related services to accounts located throughout the areas of the United States in which Horton and such Affiliates may operate, from time to time; and

WHEREAS, the Client desires to engage Horton to provide certain benefit services in exchange for the fees as outlined in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. The term of this Agreement shall commence as of June 1, 2023, and shall remain in effect until June 1, 2024, unless earlier terminated as hereinafter provided. THE TERM OF THIS AGREEMENT SHALL THEREAFTER BE AUTOMATICALLY RENEWED FOR SUCCESSIVE ONE-YEAR PERIODS UNLESS TERMINATED BY EITHER THE CLIENT OR HORTON BY GIVING WRITTEN NOTICE OF TERMINATION AT LEAST 30 DAYS IN ADVANCE OF THE RENEWAL DATE.
2. The Service Fee shall be equal to a flat fee of \$4.50 per Benefit Eligible Employee per month and this charge is billed annually. Complete fee structure is illustrated in the attached Fee-Based Scope of Services. The technology vendor electronic carrier feed cost is an additional annual cost for the client. The cost will vary based on the carrier and whether or not it is a cost for initial implementation or a renewal cost. Client will be billed annually for these additional electronic feed costs. At renewal each year, Horton will send an email to the client with the specific technology charges for that renewal year and the client agrees to pay such charges.
3. Fees or commissions for insurance policies or additional services requested or required by the Client shall be separately negotiated.

SASED

THE HORTON GROUP, INC.

By: _____

By: Kenneth Olson

Name: _____

Name: Kenneth Olson

Its: _____

Its: Division President

Date: _____

Date: 5/30/23

The Horton Group is an Equal Employment Opportunity Employer

Fee Based Pricing Proposal

Core Consulting Services

Technology Platform

- Initial Build of Employee Navigator including:
 - Custom build of all benefits (9-12 plans) and uploading existing benefit elections
 - Activation and testing of all Connect integrations available from Employee Navigator Marketplace Carriers/Vendors
 - Load all documents, benefit descriptions and videos
 - Initial client training, up to 3 total hours
 - Carrier files following initial enrollment (non-customized)
 - Initial discrepancy audit of pre-configured integrations.
 - ACA Tracking, form completion, mailing, submit required documents to IRS
- Provide client with additional Employee Navigator training and Support.
- Employee Navigator Annual Renewal including:
 - update rates, plans, and contributions
 - update SBCs, summaries, and other supporting documents; and
- Eligibility Management by feed or portal work for the following lines of coverage. Group Medical, Group Dental, Group Vision, STD & LTD

HORTON FEE

\$4.50 PEPM per Benefit Eligible Employee