

February 8, 2016

The Board of Education, Downers Grove Grade School District 58, DuPage County, Illinois met in regular session on Monday, February 8, 2016, at the Longfellow Center.

1. CALL TO ORDER/ROLL CALL

The President called the meeting to order at 7:00 p.m. and announced that it was the regular monthly meeting of the District 58 Board of Education. Members present: President John D. Cooper; Vice President Doug Purcell; and Members Diehl, Heppner, Lupescu, Miller, and Sigale. Members absent: None. Also in attendance were Kari Cremascoli, Superintendent; Jayne Yudzentis, Assistant Superintendent for Personnel; Jessica Stewart, Assistant Superintendent for Special Services; Matthew Rich, Assistant Superintendent for Curriculum and Instruction; Lorie Pilster, Director of Business Services; James Popernik, Controller; Richard Bubula, Director of Buildings and Grounds; James Eichmiller, Director of Innovative Technology and Learning; Megan Hewitt, Coordinator of Community Relations; and Pamela A. Osika, Board Secretary. Attending this meeting were at least 30 visitors. (Visitors' Roster attached to official minutes.)

2. FLAG SALUTE

Robin Bruebach, principal of Indian Trail School, introduced Student Council sponsor Sandy Leff, who in turn introduced student council officers Dominick Passo, President; Ava Rizzo, Vice President; Julia Frauendorff, Secretary; Patrick Laurich, Treasurer; Summer Kruk, Chairperson; and Ella Dvoracek, Chairperson. The students led the audience in the Pledge of Allegiance to the flag. The officers talked about activities, fundraisers, and events for this school year including Red Ribbon Week, a school store, Taffy Apple sale, and candy cane sale. With proceeds raised from selling candy canes, items were purchased to create birthday boxes for the Humanitarian Service Project. Each Birthday Box contains items and small gifts to help a child in need celebrate his/her birthday. In January, students collected Box Tops for Education and Campbell's Soup labels. The class that collected the most box tops and labels was awarded a pizza party. Spirit days are planned throughout the school year and a Pasta for Pennies fundraiser will help support the Leukemia and Lymphoma Foundation. On May 13th Indian Trail will host Community Day, at which time members of the community representing various occupations and businesses are invited to the school to teach mini-lessons to small groups of students.

Indian Trail PTA Co-Presidents Tanya Marquez and Amy Polivka shared a brief overview of PTA activities. A new website was launched and a private Facebook page has been created to increase community engagement. The PTA's biggest fundraiser of the year will take place on March 5th at the Moose Lodge; the adult game night will focus on 80's trivia.

3. NON-ACTION REPORTS

"Spotlight on our Schools"

A. Special Services

Assistant Superintendent for Special Services Jessica Stewart presented a spotlight on District 58's special services. Recognized by the State, District 58's special services program ensures that special needs students have the supports needed to be successfully educated alongside their peers as much as possible. Specialists are strategically embedded in every building to address a variety of individual student needs. The District also offers flexible grouping and scheduling, preventative services, and specialized technology access to meet student needs.

While the District attempts to educate all students within District 58 facilities, there are times when unique educational and health needs are present and students require specialized instruction beyond the District's capability. These students are outplaced into private facilities or alternative day programs. It was noted that between 2008 and 2013, the number of students outplaced more than doubled, as more students requiring extra supports enrolled in District 58. In response to this trend, the Special Services Department evaluated these students' unique needs and developed new, highly-specialized in-district programs to accommodate more students. The Developmental Learning Program (DLP), which serves students with known or suspected intellectual and/or communication disabilities, was redesigned. In 2014-2015, the District introduced the Behavioral, Emotional and Social Training (BEST) program, which replaced the Alternative Education Program. The BEST program supports students with emotional and social development disabilities. In 2015-2016, the District initiated the Reaching Independence through Structured Education (RISE) program to specifically serve students with known or suspected autism spectrum disorder. The DLP, BEST and RISE programs all employ highly-trained certified staff and specialists who work together to meet the needs of students in an individualized and inclusive environment. Since 2013, the number of students outplaced in District 58 has remained stable, actually decreasing for the first time in 2015.

Ms. Stewart reported that District 58 special education documentation has been successfully transitioned to Power IEP from the previously used system, Filemaker. The Illinois State Board of Education (ISBE) recently announced a new online system for the reporting side of special education (I-Star) will be put in place beginning with the 2016-2017 school year. Having Power IEP in place will make for an easier transition to the I-Star reporting system next year.

Looking ahead, District 58 will continue to review and align programs; continue to support the Building Bridges parent group; and monitor state initiatives and potential budget changes, which could impact District special services programs. Presentations on the Grove Children's Preschool, the DLP Program, the BEST Program and the RISE Program will be shared at the Curriculum Workshop on February 22, 2016.

B. Strategic Goals Action Plan 2015-2016 Mid-Year Update

Superintendent Kari Cremascoli shared an update on the District's progress toward its 2015-2016 Strategic Goals Action Plan. The Board was reminded that the 2015-2016 Strategic Goals Action Plan was revised in October 2015 and those revisions were officially approved at the November 2015 Board meeting. Under Student Learning: Curriculum, Instruction & Programming, *inclusive of* Technology for Teaching and Learning, expected progress has been made in 11 of the goal areas and the other three goal areas have been accomplished and will be ongoing. The District has made accomplishments in the areas of biliteracy, kindergarten enrichment, preschool, special education, differentiated instruction, and teacher evaluation framework. Curriculum committees have been reworked in regard to structure, focus and team members. These committees have met once this semester to date. Two report card committees have been formed and each has met once. Under Student Well-Being/Social-Emotional Learning (SEL), the goal areas have been accomplished and will be ongoing. During the 2015-2016 school year, preschool and middle school SEL instruction has been implemented for the first time. Under Facilities, Finance, Operations and Maintenance *inclusive of* Technology for Teaching and Learning, expected progress has been made in two of the goal areas and the other eight goal areas have been accomplished and will be ongoing. Transition to the new Infinite Visions and Power IEP software systems have been completed. The District's wireless network has been completely overhauled. Board members were given an opportunity to make comments and ask questions.

4. **COMMUNICATIONS**

- A. E-mail from Bill Cummings regarding wrestling program
- B. Freedom of Information Act request from Trey Cobb, One Chance Illinois, for information regarding gifted and talented program
(*Response from Dr. Kari Cremascoli, Superintendent*)
- C. E-mail from Laura Hughes regarding the future housing of kindergarten students at Lester School
- D. E-mail from Gerard Gates regarding middle school wrestling
- E. E-mails from Teresa Johnson regarding safety at DGCC pick-up, parent notification, and sharing of information
- F. Freedom of Information Act request from Tracy Weiner for all communications between the Board of Education of District #58, the District #58 Administration and the Teachers Union (Downers Grove Elementary Education Association) -- October 2015 through January 25, 2016
(*Response from Dr. Kari Cremascoli, Superintendent*)
- G. E-mail from Kenneth Czubak regarding wrestling program
- H. E-mail from Katie Courtney, Lester PTA President, regarding Lester School & OKEEP

5. REPORTS TO THE BOARD

A. Superintendent

Superintendent Kari Cremascoli reported that District 99 approved its school calendar for 2016-2017 with the first day of student attendance set for August 29th. The Board was provided two draft calendars for the District 58 2016-2017 school year, which were created with input from the DGEEA. A brief discussion ensued focusing on the proposed draft calendars. Board members expressed favor toward Draft #1, which aligned with District 99's calendar as much as possible with a start date of August 29th. The 2016-2017 school calendar will be presented to the Board for approval at the regular March meeting.

Dr. Cremascoli announced that the Board will meet for a Curriculum Workshop on Monday, February 22nd. The Education Foundation will host its annual spring concert fundraiser on Thursday, March 10th at the Tivoli Theatre highlighting the 1980s cover band "Sixteen Candles." Board members were invited to participate in the '80s-themed costume contest scheduled to take place prior to the concert. The District 58 annual Science Fair was held on Saturday, January 23rd. It was a success with 540 student participants representing 333 projects. Dr. Cremascoli congratulated students from the Downers Grove Children's Choir who participated in the Illinois Music Education Association (ILMEA) All-State Elementary Chorus on Saturday, January 30th. A brief review of District 58's head lice protocol was shared, which follows recommendations outlined by medical professionals. Dr. Cremascoli ended by noting that Valentine's Day falls on a three-day-weekend this year, which led many schools to plan a Spring Fling party rather than the traditional Valentine's Day class party. Other schools chose to celebrate with a traditional Valentine's Day party a few days before the holiday.

B. Monthly Business

The Board received business reports, the investment report, and revenue and expenditure summary reports for the month ending January 31, 2016. Controller James Popernik reported that the District is seven months into the FY16 budget with no surprises in regard to revenue and expenditures. District 58 has received General State Aid payments from the State, but categorical payments are delayed. Education Fund expenditures are on target, running approximately \$700,000 higher when compared to the same time period last year. Medical Reserve Fund expenditures were also on target for January. Cash flow is expected to be an issue for the next few months. District 58 will again request loans from the Working Cash Fund to the Education Fund and Debt Service Fund. The 2015 W2s were prepared and distributed without major problems, which were anticipated because of the new iVisions software. Looking ahead, work will begin on the FY17 Tentative Budget in preparation for the April budget workshop.

C. Treasurer's Report

There was nothing special to report in regard to the Treasurer's Report.

D. Policy Committee

The Policy Committee did not meet in January.

E. Legislative Committee

Member Sigale reported on the January 20, 2016 Legislative Committee meeting at which time the Committee prepared for the Legislative Breakfast. Questions focusing on the State budget were drafted and provided to the legislators prior to the breakfast, which took place on January 29, 2016. The Legislative Breakfast was a success with State Senator Christine Radogno, State Representative Ron Sandack, State Representative Patti Bellock, Congressman Peter Roskam, and a representative from Congressman Bill Foster's office in attendance.

F. Financial Advisory Committee

The Financial Advisory Committee did not meet in February.

6. DISCUSSION

A. OKEEP Update

Superintendent Cremascoli began by explaining that District 58 carefully examined options regarding the potential expansion of the Optional Kindergarten Enrichment and Enhancement Program (OKEEP), in particular Lester School due to space constraints hindering full implementation of OKEEP in that building. It is recommended that OKEEP be expanded districtwide for the 2016-2017 school year, giving special consideration to Lester. Two surveys were recently conducted; feedback and data from those surveys were shared. The first survey was conducted with current and future Lester kindergarten families and the second was conducted with current OKEEP families at Title 1 schools. The surveys sought input regarding Lester parent kindergarten priorities and current OKEEP experiences. The Lester survey received 100 responses and results indicated that many Lester parents prefer their child attend kindergarten at Lester, even if OKEEP is not housed in that building. Other parents prefer their child participate in OKEEP, even if not housed at Lester School. Given this information, the administration recommends that all Lester families who prefer having their children attend kindergarten at Lester be guaranteed a space in a traditional half-day kindergarten program housed in that building. Families who prioritize having their children participate in OKEEP will have access to a spot in kindergarten and OKEEP housed at Belle Aire School, with transportation provided by District 58. If enough Lester families opt to participate in OKEEP, Lester School could house one section of OKEEP in that building. If this proves to be the case, District 58 will hold a lottery to offer enrollment in the one section of OKEEP hosted at Lester. A family opting for participation in the lottery would be required to commit to accepting placement at either Lester or Belle Aire, pending the lottery results. The Board of Education is expected to make a final decision regarding OKEEP expansion at the March 14th regular Board meeting.

B. Students Fees for 2016-2017

Superintendent Cremascoli reminded the Board that a thorough review of instructional materials fees was conducted two years ago. At that time it was suggested that annual smaller increases based on CPI be considered rather than larger increases every several years. Suggested increases for the 2015-2016 school year are as follows:

- Instructional Materials for Grades 1-8 \$2.00 increase to \$130.00
- Kindergarten and Pre-K (non-tuition) \$1.00 increase to \$78.00
- Busing for students that live more than 1.5 miles from school of residence \$2.00 increase to \$32.00
- Busing for students that live less than 1.5 miles from school of residence \$10.00 increase to \$470.00
- Outdoor Education for 6th grade students \$2.00 increase to \$155.00
- Milk 50¢ increase to \$26.00
- Optional Kindergarten Enrichment and Enhancement Program (OKEEP) \$50.00 increase to \$2,450.00

Board members were given an opportunity to ask questions at this time. Student fees for 2016-2017 will be presented to the Board for recommendation of approval at the March Board meeting

7. **RECEPTION OF VISITORS**

Irene Nelson, Lester parent, explained that when purchasing their current home, location in the Lester area was specifically considered. She expressed it will be a difficult decision for her family if faced with having to make a choice between having their kindergarten student participation in OKEEP or attending Lester school. Ms. Nelson spoke of historic space constraints faced by Lester School, supports consideration for an addition to be planned for Lester, advocated for keeping siblings together at one school, and mentioned the recent survey of Lester families regarding OKEEP.

Dr. Tamara Garrity, Lester parent, shared personal background and professional credentials and explained that after researching schools, chose to move to the Lester community. Dr. Garrity expressed her personal opinion regarding a young child's need for consistency. Rather than having young children change schools year after year, she suggested an option to consider would be to house the Lester OKEEP program at a school where children attend a preschool program and would be able to remain at that same school for OKEEP.

Vicky O'Boyle, Lester parent, began by sharing that she is an educator and thanked the Board for their time. Looking to the future, Ms. O'Boyle would like to see long term solutions to space constraint issues facing Lester School and plans to provide that community with the same opportunities available to other District 58 schools.

Kim Carter, Lester parent, thanked the Board for an opportunity to speak. Ms. Carter talked about her satisfaction with the education provided at Lester School, the challenges Lester kindergarten families will face in regard to OKEEP, and that currently no Lester families are provided bus service.

Paul Radja, Lester parent, began by referencing the Comprehensive Facility Assessment Report prepared by Wight & Co. in 2012, noted that space constraints at Lester School were mentioned in that report, and encouraged the Board to consider how an addition to Lester could be funded.

Dana Cox, Belle Aire parent, thanked the Board for supporting OKEEP, shared experiences of having children at two different schools, supported Lester School families and the challenges they are facing and welcomed those families that would have children attending Belle Aire School in the future.

8. APPROVAL OF MINUTES

- A. Member Diehl moved and Member Miller seconded the motion to approve the minutes of the January 11, 2016 regular meeting, the January 21, 2016 coffee with the Henry Puffer staff, and the January 27, 2016 Lester building tour & PTA meeting as presented.

Member Lupescu moved to amend the motion by striking *“the January 21, 2016 coffee with the Henry Puffer staff, and the January 27, 2016 Lester building tour & PTA meeting.”* Member Diehl accepted the amendment and Member Miller seconded the motion to amend.

VOICE VOTE

Motion carried

Approval of Minutes – January 11, 2016

Member Diehl moved and Member Miller seconded the motion to approve the minutes of the January 11, 2016 regular meeting as presented.

VOICE VOTE

Motion carried

- B. Approval of Minutes – January 21, 2016

Member Diehl moved and Member Heppner seconded her motion to approve the minutes of the January 21, 2016 coffee with the Henry Puffer staff as presented.

VOICE VOTE (*Members Lupescu & Sigale Abstained*)

Motion carried

- C. Approval of Minutes – January 27, 2016

Member Diehl moved and Member Miller seconded her motion to approve the minutes of the January 27, 2016 Lester building tour & PTA meeting as presented.

VOICE VOTE (*Member Lupescu Abstained*)

Motion carried

9. CONSENT AGENDA

There being no request for individual consideration of any items on the consent agenda, the President stated that a motion would be in order relative to items on the consent agenda, consisting of the Personnel Report and Financial Statements consisting of the List of Bills and Summary. Member Lupescu moved and Member Purcell seconded her motion to approve the following items:

A. Personnel

The change from part-time to full-time for one school social worker, the appointment of one instructional assistant and one educational support personnel employee, the change from full-time to part-time for one instructional assistant, the resignation of one instructional assistant, and the retirement of two instructional assistants effective June 2016.

B. Financial Reports

The list of bills and obligations prepared for payment on February 8, 2016 as well as the revolving and imprest issued in January 2016 as shown on the list submitted under the date of February 8, 2016 in the total amount of \$2,006,783.91 and direct that they be so entered in the minutes and orders drawn for their payment in accordance with the following summary and that the President and Secretary be authorized to certify the list to the School Treasurer.

**BOARD OF EDUCATION DISTRICT 58
SUMMARY PAGE FEBRUARY 8, 2016
LIST OF BILLS & EXPENDITURES**

EDUCATION FUND

List of Bills - February 9, 2016	\$1,419,572.38
Revolving Fund - January 2016	\$72,137.46
Imprest Checks - January 2016	\$2,844.59

OPERATIONS & MAINTENANCE FUND

List of Bills - February 9, 2016	\$112,603.41
Revolving Fund - January 2016	\$62,227.66
Imprest Checks - January 2016	\$577.17

DEBT SERVICE

List of Bills - February 9, 2016	\$0.00
Revolving Checks - January 2016	\$0.00

TRANSPORTATION FUND

List of Bills - February 9, 2016	\$312,951.74
Revolving Fund - January 2016	\$23,556.50
Imprest Checks - January 2016	\$313.00

IMRE

List of Bills - February 9, 2016	\$0.00
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FICA/MEDICARE

List of Bills - February 9, 2016	\$0.00
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SITE & CONSTRUCTION FUND

List of Bills - February 9, 2016	\$0.00
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<u>WORKING CASH FUND</u>	
List of Bills - February 9, 2016	\$0.00
<u>FIRE & LIFE SAFETY FUNDS</u>	
List of Bills - February 9, 2016	\$0.00
<u>MEDICAL INSURANCE RESERVE FUND</u>	
List of Bills - February 9, 2016	\$0.00
<u>SINKING FUND</u>	
List of Bills - February 9, 2016	\$0.00
Revolving Fund	\$0.00
Total	\$2,006,783.91

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
 Miller, Purcell, and Sigale
 NAYS: None Motion carried

(Copy of Treasurer's Report and Financial Statements
 attached to official minutes)

10. RECOMMENDATIONS FOR ACTION

A. Bid - Paper

Member Diehl moved and Member Lupescu seconded her motion to award the bid for paper for the 2016-2017 school year to Paper 101 for an estimated cost of \$51,864.03.

Member Sigale asked for verification of the motion, in particular the estimated cost from Paper 101. President Cooper verified the estimated cost as \$51,864.03.

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
 Miller, Purcell, and Sigale
 NAYS: None Motion carried

B. Resolution Re: SASSED Amendment to Joint Agreement/Bylaws

Member Purcell moved and Member Miller seconded his motion to adopt the SASSED Member District Resolution amending the SASSED Joint Agreement/Bylaws restructuring SASSED's legal status from a Joint Agreement to an Independent Legal Entity. (Attachment 02/08/16 A)

Member Purcell briefly explained the proposed amendment to the SASSED Joint Agreement/Bylaws.

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
 Miller, Purcell, and Sigale
 NAYS: None Motion carried

11. RECEPTION OF VISITORS

Wendy Verina, Lester parent, asked for clarification and questioned how Lester kindergarten classes would be split as options for OKEEP are being considered.

Amy Balicki, Hillcrest/O'Neill parent, read a letter she wrote to Dr. Matt Rich, Assistant Superintendent for Curriculum, regarding longitudinal report cards and supporting a letter grade system.

Tracy Weiner, Henry Puffer parent, expressed concern for the way students are being grouped in elementary school and shared a packet of information with Board members.

Mark White -- Hillcrest parent, District 58 teacher, and DGEEA representative -- expressed concerns raised over the past few months by the DGEEA. Mr. White spoke in favor of all stakeholders communicating and requested that members of the DGEEA meet with members of the Board of Education.

12. ANNOUNCEMENTS

President Cooper announced the following dates:

Tuesday, February 16	Policy Committee Meeting 7:00 a.m. ASC Office
Wednesday, February 17	Legislative Committee Meeting 3:45 p.m. ASC Office
Thursday, February 18	BOE Coffee with the Staff 7:30 a.m. Highland School
Monday, February 22	Curriculum Workshop 7:00 p.m. Longfellow Center
Monday, March 14	Regular Board Meeting 7:00 p.m. Longfellow Center

13. CLOSED SESSION

Member Diehl moved and Member Lupescu seconded the motion to move to closed session for the purpose of discussing matters relating to

- the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the District; 5 ILCS 120/2(c)(1);
- 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 District has been filed and is pending before a court or administrative tribunal, or when the District 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);

- 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).

ROLL CALL VOTE: AYES: Members Cooper, Diehl, Heppner, Lupescu,
Miller, Purcell, and Sigale
NAYS: None Motion carried

Member Purcell moved and Member Lupescu seconded the motion to reconvene in open session.

VOICE VOTE Motion carried

The Board convened to closed session at 9:10 p.m. and reconvened to open session at 10:10 p.m.

14. ACTION RESULTING FROM CLOSED SESSION

A. Approval of Closed Session Minutes

Member Diehl moved and Member Lupescu seconded the motion to approve the minutes of the January 11, 2016 closed session meeting.

VOICE VOTE Motion carried

B. Review of Closed Session Minutes

Member Lupescu moved and Member Purcell seconded the motion to keep the minutes from the January 11, 2016 closed session meeting permanently closed due to the confidential nature of the contents.

VOICE VOTE Motion carried

15. ADJOURNMENT

Member Diehl moved and Member Lupescu seconded the motion to adjourn the meeting.

VOICE VOTE Motion carried

The meeting was adjourned at 10:12 p.m.

John D. Cooper, President

Pamela A. Osika, Secretary

RESOLUTION

WHEREAS, the Board of Education of Downers Grove Grade School District 58 ("Board") is a member of the School Association for Special Education in DuPage ("SASED"); and

WHEREAS, at its January 27, 2016 meeting, the SASED Board of Control approved proposed amendments to the SASED Joint Agreement/By-Laws (additions) by the required two-thirds (2/3) vote, a copy of which amendments are attached hereto as Exhibit A; and

WHEREAS, the proposed amendments to the SASED Joint Agreement/By-Laws, to be effective July 1, 2016, serve to establish SASED as a legal entity as permitted by Section 5/10-22.31(b) of the *Illinois School Code* and to discontinue the designation of an administrative district to act as the legal and fiscal agent for SASED; and

WHEREAS, pursuant to the terms of the current SASED Joint Agreement/By-Laws, proposed amendments must be ratified by at least two-thirds (2/3) of the SASED member district boards of education; and

WHEREAS, the Board wishes to approve and ratify the proposed revised Joint Agreement/By-Laws attached hereto as Exhibit A.

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

Section 1: The Board hereby approves and ratifies the proposed amendments to the Joint Agreement/By-Laws which are attached as Exhibit A.

Section 2: The Board directs its Superintendent to send to the Secretary of the SASED Board of Control a copy of this Resolution as evidence of this Board's approval of the Joint Agreement/By-Laws.

Section 3: This Resolution shall be in full force and effect immediately upon its passage.

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

Ayes: Members Cooper, Diehl, Heppner, Lupescu, Miller, Purcell, and Sigale

Nays: None

Absent: None

Board of Education of Downers Grove Grade School District No. 58, DuPage County



Date: 2.8.2016

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

As adopted by the SASED Policy Board, April 30, 1981

- Revised: Effective, February 23, 1982
- Revised: Effective, November 22, 1982
- Revised: Effective, July 1, 1991
- Revised: Effective, December 14, 1993
- Revised: Effective, July 1, 1997
- Revised: Effective, May 28, 1998
- Revised: Effective, January 27, 2003
- Revised: Effective February 23, 2010
- Revised: Effective July 1, 2015
- Revised: Effective July 1, 2016**

I. Name:

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

II. Purpose:

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

III. Membership:

- A. Membership in this Cooperative, as of July 1, 1997, shall include the Districts listed in Appendix A. Districts that become members of SASED pursuant to the terms of this Joint Agreement subsequent to July 1, 1997, shall be listed in Appendix B.
- B. Membership in SASED shall be open to all public school districts in DuPage County and all public school districts contiguous to school districts within DuPage County. School Districts desiring to join SASED shall submit a request to the Board of Control not later than January 1 of the year the district wishes to Join SASED. The request shall include information related to the district's size and special education needs. The request shall be granted or denied by a majority vote of the entire Board of Control. The Board of Control may grant the request on such terms and conditions as it deems appropriate but in all cases membership shall be conditioned on the express agreement of the Board of Education to abide by this Joint Agreement in its entirety.
- C. The school districts that were members of SASED immediately preceding July 1, 1997, will share in the assets and liabilities of the Century Hill Educational Center (CHEC) Building as previously agreed in the Agreement for Deed, dated August 16, 1995, between the DuPage Intermediate Educational Cooperative (DIEC) and SASED ("CHEC Agreement") as may be amended. Any district joining

SASED after July 1, 1997, shall not share in the assets and liabilities of the CHEC Building. All districts that are members of SASED on the date that SASED acquires improved or unimproved real property after July 1, 1997 (“New Property”), will share in the assets and liabilities of that property.

IV. Governing Board:

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

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

B. Officers: The officers of the Governing Board shall be a Chairperson, a Vice Chairperson and Secretary. For the 2016-2017 school year, officers shall be elected at the organizational meeting held prior to September 1, 2016 to terms expiring in May 2017. Beginning in May 2017, officers shall be elected to one year terms at a Governing Board meeting held in May of each year. The Governing Board shall establish such other officers as it deems necessary. No officer shall receive any compensation. Upon advance approval by the Governing Board and upon submission of an itemized statement therefore, any officer may be reimbursed for cash actually expended by him/her in the performance of his/her duties in connection with SASED.

C. Voting: Each member of the Governing Board shall have one vote. In order to conduct business, a quorum of the Governing Board must be in attendance. The presence of over fifty percent (50%) of the Governing Board members shall constitute a quorum of the Governing Board. Unless otherwise provided in this Joint Agreement/By-Laws, a majority of a quorum shall constitute action of the Governing Board.

D. Meetings: The Governing Board shall meet each school year during the month of May. If the annual budget for the 2016-2017 school year is not approved before July 1, 2016, the Governing Board shall approve the annual budget prior to September 1, 2016. Beginning with the 2017-2018 school year, if the annual budget is not approved at the May meeting, the Governing Board shall hold a meeting prior to September 1 to approve the annual budget. The Governing Board shall meet at a time and place established by its own action. The Governing Board shall

establish a schedule of its regular meetings for the next school year at its May meeting. Special meetings may be called by the Chairperson or by any five (5) members of the Governing Board. Members of the Governing Board shall receive at least forty-eight (48) hours prior notice of all special meetings except in the case of emergencies. Meetings of the Governing Board shall be governed in accordance with the *Open Meetings Act, 5 ILCS 120/1 et seq.*

E. The duties of the Governing Board shall be as follows:

1. Shall be the final authority of SASSED and shall conduct the affairs of SASSED under the statutory authority granted in the *Illinois School Code.*
2. Shall serve as the Administrative Agent for SASSED.
3. Shall adopt the annual budget, but may not levy taxes nor authorize the incurring of indebtedness which exceeds the annual budget.
4. Shall delegate operational responsibilities to the Board of Control to conduct the business of SASSED.
5. Shall approve employment of the Executive Director.
6. Shall consider all other matters placed on the agenda.

V. Board of Control:

- 1A. Membership: The Board of Control shall consist of ~~A~~ a board of education member or a superintendent ~~shall represent from~~ each member district ~~on the Board of Control.~~ The member district, by Resolution, shall designate its Board of Control representative and shall provide a copy to SASSED's Secretary. Additionally, each member district, by Resolution, shall designate an Alternate Representative to attend Board of Control meetings in the event that the representative of the member district is unable to attend. It is the goal of SASSED that the representatives of the member districts to the Board of Control will be equally divided to the extent possible, between Board of Education members and Superintendents. For the ~~1997-98~~ 2016-2017 school term, the Board of Control will designate ~~seven~~ nine (9) of its representatives to serve a one year term and ~~eight~~ nine (9) of its representatives to serve a two year term. Thereafter, all terms will be for two years. Such appointments shall take place at a regularly scheduled meeting in ~~April~~ May.
- 2B. Officers: The officers of the Board of Control shall be a Chairperson, a Vice Chairperson and Secretary; Officers shall be elected to one year terms at a Board of Control Meeting held in May of each year. The Board of Control shall establish such other officers as it deems necessary. No officer shall receive any compensation. Upon advance approval by the Board of Control and upon submission of an itemized statement therefore, any officer may be reimbursed for cash actually expended by him in the performance of his duties in connection with SASSED.

~~3~~C. Voting: Each member of the ~~Policy~~ Board **of Control** shall have one vote. In order to conduct business, a quorum of the Board of Control must be in attendance. The presence of over fifty percent (50%) of the Board of Control members shall constitute a quorum of the Board of Control. Unless otherwise provided in this Joint Agreement or by law, a majority of a quorum shall constitute action of the Board of Control.

~~4~~D. Meetings: The Board of Control shall meet no less than monthly at a time and place established by its own action. The Board of Control shall establish a schedule of its regular meetings for the next twelve (12) months at its May meeting. Special meetings may be called by the Chairperson or by any five **(5)** members of the Board of Control. Members of the Board of Control shall receive at least forty-eight (48) hours prior notice of all special meetings except in the case of emergencies. Meetings of the Board of Control shall be governed in accordance with ~~The~~the *Open Meetings Act, 5 ILCS 120/1 et seq.*

~~5~~E. The ~~Policy~~ Board **of Control** shall serve as **the Executive Board of SASSED as provided by Section 5/10-22.31 of the Illinois School Code. The Board of Control shall an advisory body to the Board of Control and shall manage and carry out the operations of SASSED, unless otherwise provided by the Governing Board, and its have the following duties, responsibilities, and authorities shall include, but not be limited to, the following:**

~~A~~1. To establish general policies to govern the operation of SASSED **and to monitor the implementation of those policies;** such policies shall be in conformance with applicable provisions of Federal and State laws and rules and regulations.

~~B.~~ To develop minimum standards regarding the development, delivery and operation of special education programs and services by SASSED and/or member districts; said standards to be applicable to all member districts.

~~C.~~ To monitor the special education programs and services for identified needs and to monitor the programs and services offered by the cooperative in order to ensure adherence to SASSED standards.

~~D.~~ To impose sanctions upon any member district that is not in compliance with minimum standards promulgated pursuant to Paragraph B above.

~~E.~~ To ensure that all self-contained special education programs within the cooperative are accessible to all students from member districts of SASSED.

~~F.~~ To develop and implement comprehensive and sequential programs and services within each district and the cooperative.

~~G.~~ To coordinate and supervise all contractual arrangements with private organizations delivering special education services to member districts of SASSED.

~~H.~~ To develop and implement standard procedures for screening, identifying, diagnosing and placing students in special education programs and for evaluating the effectiveness of such procedures in all member districts of SASSED.

~~I2.~~ To provide housing for staff and programs operated solely by the cooperative.

~~I3.~~ To employ ~~authorized~~ necessary personnel, **determine terms and conditions of employment, and approve employment contracts and collective bargaining agreements.** ~~including but not limited to the Executive Director.~~

~~K.~~ To provide member districts with current information regarding the process, matters of current legal emphasis, best practices, and interpretation of rules and regulations.

~~L.~~ To direct the administrative agent in all matters relating to the efficient and prudent operation of the cooperative.

~~M.~~ To guarantee safe transportation to and from SASSED-operated programs and assist a member district with the provision of student transportation when expressly authorized by said district.

~~N4.~~ To establish an advisory council, **Finance Committee, Policy/Governance Committee and such other** committees and/or subcommittees as deemed necessary.

~~O5.~~ To **approve** contracts with various consultants, professionals and independent contractors when necessary to carry out the purposes of SASSED.

~~6.~~ **To perform all other acts permitted by the Illinois School Code and the Joint Agreement/By-Laws unless otherwise provided by the Governing Board.**

~~6F.~~ The **Governing** Board of Control shall indemnify members of the Board of Control and Executive Director for any and all liability that may arise when acting in the scope of their authority under this **Joint Agreement/By-Laws.**

~~V.~~ Executive Committee:

The Board of Control has the authority to create an Executive Committee with the powers and duties as delegated by the Board of Control.

~~VI.~~ Legal and Fiscal Agent of SASSED:

The Board of Control shall designate either the Board of Education of a member district or the Regional Superintendent of Schools as the Legal and Fiscal Agent of SASSED. The Legal and

~~Fiscal Agent shall retain the position until further action by the Board of Control. The Legal and Fiscal Agent of SASED shall perform all duties and responsibilities specified by *The School Code*, these Joint Agreement/By-Laws, and such additional duties as shall be determined by the Board of Control.~~

VII. Executive Director:

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

VIII. ~~Programs and Services~~ **Facilities and Transportation:**

~~1~~**A.** **Housing Facilities:**

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

~~2~~**B.** Transportation:

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

~~VIII~~**X.** Finance:

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

~~1~~**A.** Annual assessments/fees to member districts.

~~2~~**B.** Special assessments/fees as approved by the Board of Control.

~~3~~**C.** Guidelines and priorities for the use of grant funds available for special education purposes.

~~4~~**D.** Tuition and fee formulas and specific rates (surcharge for non-members).

~~5~~**E.** Schedules for the completion of tuition bills, fiscal reports, etc.

~~6~~**F.** Forms and procedures for contractual agreements.

~~7.~~ Adopt an annual budget.

~~8.~~ **G.** Establish the fiscal year as commencing July 1.

IX. Withdrawal of Member District from SASSED:

- A. General: Procedures for the withdrawal of a member board of education from SASSED will be in accordance with the *Illinois School Code* (See Sections 5/10-22.31 and 5/7-6) and consistent with the requirements and rules adopted by the Illinois State Board of Education.
- B. Procedures.
1. Initiation of Withdrawal Process: A member board that seeks to withdraw from SASSED shall adopt a written resolution approving its withdrawal. Such written resolution shall state the proposed effective date of the withdrawal, the specific reason(s) for withdrawal, the benefits of withdrawal to the withdrawing board and its students, and the projected financial and educational impact of the proposed withdrawal upon SASSED and the remaining member districts and their students. Within thirty (30) days after adopting the written resolution, and no later than twelve (12) months prior to the proposed effective date of withdrawal, a member board seeking withdrawal shall present such written resolution and a petition to withdraw to the Chairperson of the SASSED Board of Control **and the Chairperson of the Governing Board,** the SASSED Executive Director, and the Superintendents of Schools for the remaining member districts by certified mail, return receipt requested, or personal delivery with receipt.
 2. Member Boards Concur: If all SASSED member boards adopt written concurring resolutions agreeing to the proposed withdrawal, the withdrawing member board need not file a petition with the regional board of school trustees, or the applicable board(s) of school trustees or boards of education of the member districts, as may be applicable, seeking approval of the proposed withdrawal. Withdrawal will be effective on July 1 of the school year as proposed by the withdrawing member district in accordance with these Articles of Joint Agreement and following the approval of a written concurring resolution by all of the member boards. If all of the member boards adopt concurring resolutions, the withdrawing member board shall provide written notice of the approved withdrawal to the Illinois State Board of Education.
 3. Member Boards Do Not Concur: If the SASSED member boards do not adopt written concurring resolutions agreeing to the proposed withdrawal within one (1) year following the adoption of its written resolution approving withdrawal, the member board seeking withdrawal must file its petition with the regional board of school trustees, the board(s) of school trustees or the boards of education for those districts that fall under the oversight of the abolished regional board, as may be applicable, seeking approval of the proposed withdrawal. Such petition shall be filed no later than fourteen (14) months following the member board's adoption of its written resolution approving withdrawal. Withdrawal shall be effective on July 1 after approval of the withdrawal becomes final, or as may be otherwise provided under the *Illinois School Code*. In the event that the member board seeking withdrawal fails to file its petition with the regional board of school trustees, board(s) of school trustees or boards of education, as may be applicable,

within fourteen (14) months following adoption of its written resolution approving withdrawal, the member board seeking withdrawal shall reinitiate the withdrawal process under subsection B.1 above.

C. Disposition of Assets and Liabilities:

Except as may be otherwise provided in these Articles of Joint Agreement, and as a condition of withdrawal, a member board seeking withdrawal shall be deemed to irrevocably waive any interest in the assets of SASSED, including but not limited to real property, buildings, equipment and materials, and funds, provided, however, that SASSED shall return to the withdrawing member board any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., "carryover"). The member board seeking withdrawal shall remain liable for its share of any SASSED liabilities that arose or accrued before the effective date of withdrawal. Such liabilities shall include, but not be limited to notes, bonds, and debt certificates; retirement incentives and other costs related to staff retirements, including employer contributions or other payments to the Illinois Teachers' Retirement System or the Illinois Municipal Retirement Fund; and the contractual continued service of certificated staff employed for joint agreement programs as determined pursuant to Sections 14-9.01, 24-11 and 24-12 of the *Illinois School Code*. Unless otherwise provided by these Articles of Joint Agreement or by law, the withdrawing member board's share of SASSED liabilities shall be determined based on the withdrawing member board's district enrollment as a percentage of the total current enrollment of all member districts as identified in the last fall public school housing report for each member district prior to the effective date of withdrawal.

D. Specific Financial Provisions Related to Withdrawal:

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

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

3. Cash and Personal Property: A withdrawing district shall not be entitled to any portion of SASSED cash reserves, fund balances or personal property upon

withdrawal from SASED, provided, however, that SASED shall return to the withdrawing district any unspent Federal IDEA Part B Funds generated by students in the withdrawing member district (i.e., “carryover”).

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

XI. Amendments:

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

- 1A. A proposed amendment to this joint agreement may be submitted to the Board of Control by any member district. Such proposed amendment must be in writing and must include an effective date and must be received by the Secretary of the Board of Control at least the ten (10) calendar days prior to the date of the Board of Control meeting at which the submitter wishes the proposed amendment to be considered.
- 2B. If two-thirds of the Board of Control members present and voting approve a proposed amendment, the proposed amendment shall be forwarded to the Board of Education of each member district of SASED for ratification.
- 3C. A proposed amendment shall become effective upon its ratification by two-thirds (2/3) of member districts’ boards of education.
- 4D. The ratification of a proposed amendment by a member district board of education shall be verified to the Board of Control by written notification from the member district superintendent to the Secretary of the Board of Control. A proposed amendment shall be deemed approved by the member district if the member district fails to take action on the proposed amendment and notify the Secretary of the Board of Control of the district’s vote within sixty (60) days after the Board of Control forwards the proposed amendment to the member district.

XII. Member District Obligations:

Each member district expressly agrees:

- 1A. To work cooperatively through SASED and its governing structure, pledging to accept the minimum standards, policies, procedures, and guidelines adopted by the Board of Control of SASED.
- 2B. To meet its financial commitments in a timely manner within guidelines established by the Board of Control.

- ~~3C.~~ To cooperate with all monitoring activities implemented by the Board of Control and accept such sanctions as imposed by the Board of Control.
- ~~4.~~ ~~To make all self-contained special education programs operated by the district accessible to member districts of SASSED in accordance with the terms and conditions established by the Board of Control.~~
- ~~5D.~~ To adhere to the procedures and practices established by the Board of Control regarding billing, grants, preapproval and claim forms, and any other items related to special education as outlined in this joint agreement, **and as provided by federal and state laws, rules or regulations.**

XIII. Dissolution of SASSED:

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

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

- ~~1A.~~ The SASSED buildings or real property will be offered for sale to the SASSED's successor, if any ("Successor") or SASSED's current member district/s, at the average appraised value based on a minimum of two appraisals with payment agreements interest free over a 15 or 20 year period.

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

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

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

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

2B. Personnel reimbursement generated by SASSED during the school year prior to dissolution will be distributed when forwarded by ISBE to the Regional Office of Education and flow to the Successor of that position (employee), if any, except for User Fee positions.

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

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

2. The Reimbursement for the remaining User Fee positions will be distributed utilizing the average prior five (5) year enrollment of the member districts.

3C. The SASSED grant carryover funds will be allocated to member districts as determined by the Board of Control, provided, however, that SASSED shall return to each member district any unspent Federal IDEA Part B Funds generated by students in the member district (i.e., "carryover").

4D. The self-insurance fund balance of SASSED, if any, will be allocated for residual claims based on the current Plan Document (School Association for Special Education/DuPage County Health Care Plan) and any fund balance (residual or deficiency) be distributed/charged based on the employees participating in the SASSED Health Care Plan, i.e., to the Successor at the time of dissolution.

5E. Any remaining fund balances and/or deficits will be distributed and/or charged to SASSED's current member districts utilizing the average prior ten (10) year enrollment of the member districts.

XIIIV. Professional Worker Teaching Schedule

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

XIV. Effective Date:

This revised Joint Agreement will become effective July 1, ~~2015~~ 2016 upon passage and ratification by two thirds of the member districts.

APPENDIX ~~APPENDIX A~~

MEMBER DISTRICTS OF SASED

AS OF JULY 1, 1997

Keeneyville Elementary School District 20

Benjamin School District 25

West Chicago Elementary School District 33

Winfield Elementary School District 34

Downers Grove Grade School District 58

Maercker District 60

Cass School District 63

Center Cass School District 66

Woodridge School District 68

Puffer Hefty School District 69

Community High School District 94

Community High School District 99

Community Consolidated School District 180

Community Unit School District 201

Lisle Community Unit School District 202

APPENDIX B

MEMBER DISTRICTS OF SASSED

AS OF JULY 1, 2004

Keeneyville Elementary School District 20

Benjamin School District 25

West Chicago Elementary School District 33

Winfield Elementary School District 34

School District 45, DuPage County

Salt Creek School District 48

Downers Grove Grade School District 58

Maercker District 60

Cass School District 63

Center Cass School District 66

Woodridge School District 68

DuPage High School District 88

Community High School District 94

Community High School District 99

Community Consolidated School District 180

Community Unit School District 201

Lisle Community Unit School District 202

Elmhurst Community Unit School District 205