

Macon-Piatt Special Education District
Superintendents' Meeting
Thursday, December 20, 2018 at 8:00 a.m.
Richland Community College – NSEC 121
Decatur, Illinois
Agenda

- I. Call to Order**
- II. Roll Call**
- III. Public Participation**
- IV. Approval of Minutes**
Motion: To approve the Executive Board minutes from the November 13, 2018 meetings as presented. *Voice Vote*
- V. Call to Closed Session:** to discuss possible litigation, appointment, employment, compensation, discipline, performance or dismissal of specific employees. *Voice Vote* **Return to Open Session:** *Voice Vote*
- VI. Roll Call Action Items**
- A. Personnel and Administrative Appointments**
Motion: to recommend that the Executive Board advise Decatur Public Schools, as administrative district for the Macon-Piatt Special Education District, that the employees presented be recommended as listed.
Discussion. *Roll Call Vote*
- B. Contract with The Autism Clinic of Hope Institute**
Motion: to recommend the approval of the School Consultation Agreement for BCBA services for specific students in the MPSED programs as needed. *Discussion.* *Roll Call Vote*
- VII. Director's Report**
- A. Finance Update**
- a. Draft Funding Formula for FY20
 - b. Next Finance Committee Meeting January 24, 2019
- B. Decatur Facilities Changes and MPSED Programs Update**
- a. Location of Programs for FY20
 - b. SEAP Student Day beginning January 2019
- VIII. Adjournment**
Motion: to adjourn this meeting of the Macon-Piatt Special Education District Executive Board. *Voice Vote*

Handouts:

- Draft November Minutes*
- Vendor Checks (Electronically sent)*
- Personnel Appointments*
- Signed Contract with The Autism Clinic*
- November Treasurer's Report*
- Draft Funding Formula for FY20*

****Next Meeting of the MPSED Executive Board will take place on Thursday, January 17, 2019 at 8:00a.m. at Richland Community College National Sequestration Education Center (NSEC) Building.**

MACON PIATT SPECIAL EDUCATION DISTRICT (MPSED)
REGULAR BOARD MEETING MINUTES – TUESDAY, NOVEMBER 13, 2018
Richland Community College –National Sequestration Education Center (NSEC 121)
Decatur, Illinois

Chairman Vic Zimmerman called the meeting to order at 8:00 a.m. Member roll call was taken.

Members Present: Damian Jones, Sheila Greenwood, DeAnn Heck, Dan Brue, Vic Zimmerman
(8-10 present) (Chairperson), Travis Roundcount, Bob Meadows, Kristen Kendrick-Weikle
After Rollcall: John Ahlemeyer (8:01), Brett Robinson (8:11)

Members Absent: Paul Fregeau, Amanda Geary

Also Present: Kathy Horath, Sarah Evans, Vickie Vieth (Secretary), Matt Snyder, Jill Reedy,
Bret Hitchings

Public Participation: None

Seeing no public participation, Chairperson Zimmerman entertained the motion to approve minutes from the 10/18/2018 meeting. Supt Meadows motioned to approve the Executive Board minutes as presented, seconded by Supt Jones. Voice Vote: All in favor

No call to Closed Session.

Roll Call Action Items

A. Personnel and Administrative Appointments

After a brief summary of personnel, a question was raised regarding openings and prospects for hire. Lots of openings are still present and there are no current prospects. Supt Greenwood motioned to recommend the Executive Board advise Decatur Public Schools, as administrative district for MPSED, that the employees presented be recommended as listed, seconded by Supt Roundcount. Chairperson Zimmerman called for a Roll Call Vote. The motion carried with (9) Ayes: Jones, Greenwood, Heck, Ahlemeyer, Brue, Zimmerman, Roundcount, Meadows, Kendrick-Weikle. (0) Nays; (3) Absent: Fregeau, Geary, Robinson (arrived 8:11).

Director's Report

A. Finance Update – After stating the current cash balance, attention was directed to information being discussed in the Finance Committee regarding Medicaid funds. With the way our current funding formula is structured for Medicaid, Macon Piatt will not be able to sustain another year of similar expenditures as in the past. That is why it is such an urgency to continue this conversation in the Finance Committee so all can have a healthy discussion about how we structure the Macon Piatt billing and then subsequent expenditures. We do not have the means to continue this formula as it stands for one more year so another method will need to be considered. Currently, Medicaid funds pay for Occupational / Physical Therapy services and their assistants, all supplies/ testing materials for Psychologists, Social Workers, and Speech Language Pathologists. The largest amount of Medicaid funds is spent for residential and private tuition expenses. The state does have a private facility tuition reimbursement formula which is prorated but that is only on the amount remaining after each district pays their per capita twice. The proration varies each year depending on the amount of money the state has remaining for disbursement. State reimbursement is received 2 years after the initial expense. Macon Piatt is currently paying for 11 private facility students with an average tuition cost of \$50k per student/per year. This is only for your information – no resolution yet. In two weeks hopefully there will be recommendations to choose from giving the pros/cons for each. The next Finance Committee meeting is Thursday 11/29 (1 week after Thanksgiving).

- B. Decatur Facilities Changes and MPSED Programs Update – It is still uncertain where all the Macon Piatt programs at Harris will be moving to...Decatur's board would like to keep Hope a K-8 school. In order to keep the middle school component at Hope, there will be a space issue with fitting all the Harris Macon Piatt programs at Hope. They are still exploring Plan B and we may possibly have to split the programs – putting some kids at one school and some at another school. We will keep you updated as soon as it is known.
- C. Due Process Update – there is no due process active in Macon Piatt currently since Decatur's was resolved in mediation.
- D. Task Committees
- The Early Childhood committee is a multi-faceted committee which is trying to tackle issues such as... evaluation and initial placement of students that are more 'least restrictive' versus 'instructional only'; what to do with students who have bad behavior issues; the transition from early childhood programming into kindergarten; do they have enough services when they exit; how do you go from a fully instructional program to a speech only; how do we support our kindergarten teachers; and what kind of communication can we have our early childhood teachers package into what works that the kindergarten teachers can then utilize. We don't anticipate any solutions being done this year since it is such a big task.
 - This year we will be looking at Emotional Disability. Not a lot of change is anticipated with the actual criteria but we do want to solidify procedures for the psychologists / social workers regarding the rating scales (are we using the correct ones), domains and operational definitions of the criteria, who is doing what and what does it all mean so application will be the same across Macon Piatt. The psychologists, SpEd Administrators, social workers will touch base with the principals before bringing it back to this board.
 - The SLD reevaluation needs to be reviewed since reevaluations always have little nuances. Look to see if there is anything that needs to be changed and how to treat reevaluations differently as students move up in grade levels. The procedures for SLD reevaluation needs solidification.
 - After providing a list of audited reading curriculums and interventions last spring, it is our desire to get a math committee together to provide a similar list of potential math curriculum/ interventions. We are getting started with people from your district who are interested in math.
- E. Preschool Transition (Student Information System) – Some districts have received an email from Lindsay Kocher asking for kids to be enrolled in SIS under 'evaluation only' so Macon Piatt can fulfill what is required regarding preschool transition. If students are enrolled as 'evaluation', then SIS assures upon student's exit there will not be a plethora of questions required to answer as with other enrollees. Kathy can enroll students on her end as a sub-user under your SIS but the only information provided to Kathy is the child's name and date of birth. Information like the student's gender, race is not provided thereby it would be 'guess work' which she does not wish to do.
- F. 504 Information in SIS is another element that has been added to your student systems but they are only requiring dates – the date the 504 plan started and the date it ends during active enrollment.
- G. Assessment Participation – if we have targeted more than 1% of your student population in testing grades to take DLM, then we have to comply with waiver responsibilities. Two of our

districts had letters sent to them stating they went over, thereby they are requesting some copies of IEPs.

Adjournment: Hearing no further questions or discussions, Supt Brue motioned to adjourn this meeting of the Macon Piatt Special Education District Executive Board, seconded by Supt Heck. Voice Vote: All in favor – Meeting adjourned at 8:18 a.m.

Handouts: *Draft October Minutes*
 Vendor Checks (electronically sent)
 Personnel Appointments
 October Treasurer's Report

****Next Meeting of the MPSED Executive Board will take place 8:00 a.m. on Thursday, December 20, 2018 at Richland Community College National Sequestration Education Center (NSEC) building.**

MPSED Cooperative Board Chairperson

Date Approved

MPSED Cooperative Board Secretary

Date Approved

DRAFT

MPSED Personnel and Administrative Appointments

Name	Position	Effective Date
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New Hires:

Administrator

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Certified

Non-Certified

1	Jennifer Mudd	SEAP TA (6.25 hours)	1.3.2019

Transfers:

Certified

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Non-certified

1	Camilla Pape	From Cross-Cat 1:1 TA (DPS) to MPSED Behavioral TA	ASAP

Resignations:

1	Taylor Bird	Essential Skills TA at MHS (6.5 hours)	1.11.2019
2	Charles Jones	Cross-Cat 1:1 TA (DPS) (transfer to Decatur)	12.17.2018
3	Montel Connor	Life Skills TA at MHS (6.5 hours)	1.4.2019

Return from Extended Leave of Absence

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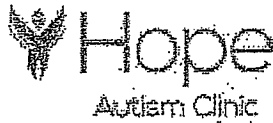
Request for Extended Leave of Absence

1	Vicki Hutchins	Essential Skills TA at TJMS (6.25 hours) - medical leave	12.03.2018
2	Derek Grove	SED TA at Franklin - study leave	1.02.2019

Request for Retirement

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Temporary Assignment of Retired Teacher (not to constitute continuous contractual employment)



School Consultation Agreement

This agreement dated [Click here to enter a date.](#) is made between The Autism Clinic at Hope (TAC) hereinafter "Consultant" and [Click here to enter text.](#), herein after "School."

ARTICLE 1 SCOPE OF WORK

1.1 CONSULTATION SERVICES. These services can include but are not limited to observation of the class and student, completion of a Functional Behavior Assessment (FBA), creation/reviewing Behavior Intervention Plans (BIPs) or behavioral supports, development of effective teaching strategies, and teaching/consulting with staff.

1.2 CONSULTATION SERVICE TIME. It is estimated that initial assessment/observation may last a minimum of two (2) hours. Data interpretation and plan development will take an estimated two to three (2-3) hours. Specific time arrangements will be arranged between Corey Moore, M.A., BCBA.

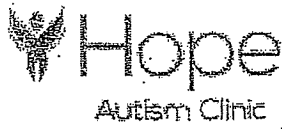
1.3. PAYMENT AND TRAVEL EXPENSES. Services conducted will be provided at a rate of one-hundred dollars (\$100) per hour. This rate includes both on-site (direct observation, team meetings, etc.) and off-site (phone consultation, data analysis, program development, etc.) services. A travel rate of \$50 per hour plus \$.56/mile will be assessed from the point of departure to the point of arrival. The School agrees to these rates for all services rendered and shall make reasonable efforts to have payment submitted within thirty (30) days of receipt of billable services.

Invoices will be administered by the Finance Department at Hope. Below, please specify billing address and contact of person to whom Hope should direct invoices.

The School Name: Macon-Piatt Special Education District
Attention: Kathy Horath
Mailing Address: 335 E. Cerro Gordo Street
City/State/Zip: Decatur, IL 62523
Phone Number: 217.362.3055

1.4 CONFIDENTIALITY. In order for Consultant to perform the consulting services, it may be necessary for the School to provide Consultant with Confidential Information (as defined below) regarding the School's business and products. The School will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the School.

1.5 STANDARD OF CONDUCT. In rendering consulting services under this Agreement, Consultant shall conform to the highest professional standards of work and business ethics.



1.6 REPORTS. Consultant shall provide the School with written reports of his or her observations and conclusions regarding the agreed upon consulting services which may include, but are not limited to observation of the class and student, completion of a Functional Behavior Assessment (FBA), creation/reviewing Behavior Intervention Plans (BIPs) or behavioral supports, development of effective teaching strategies, and teaching/consulting with staff.

ARTICLE 2 INDEPENDENT CONTRACTOR

2.1 INDEPENDENT CONTRACTOR. Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the School. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the School in any manner without the prior express written authorization from an officer of the School.

2.2 TAXES. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the School on behalf of Consultant or his/her employees. Consultant understands that he/she is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the School, properly document to the School that any and all federal and state taxes have been paid.

2.3 BENEFITS. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the School. No workers' compensation insurance shall be obtained by The School covering Consultant or Consultant's employees.

ARTICLE 3 TERM AND TERMINATION

3.1 TERM. This Agreement shall be effective as of Nov. 15, 2018, and shall continue in full force and effect for twelve (12) consecutive months. The School and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

3.2 TERMINATION. The School or Consultant may terminate this Agreement for after providing written notice of the reason for early termination and a minimum thirty (30) day notice.



ARTICLE 4 CONFIDENTIALITY AND CONSENT

4.1 OBLIGATION OF CONFIDENTIALITY. In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the School or a minor. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the School; or disclose such Confidential Information without the written authorization of the Principle of the School or parent of the minor, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

4.2 DEFINITION. "Confidential Information" means information not generally known and proprietary to the School or to a third party for whom the School is performing work, including, without limitation, any personal information of a minor, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the School, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the School, any confidential secret development or research work of the School, or any other confidential information or proprietary aspects of the business of the School. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the School as being Confidential Information, shall be presumed to be Confidential Information.

4.3 CONSENT. According to Code 3.03 of the Professional and Ethical Compliance Code for Behavior Analysts, "(a) Prior to conducting an assessment, behavior analysts must explain to the client the procedure(s) to be used, who will participate, and how the resulting information will be used and (b) Behavior analysts must obtain the client's written approval of the assessment procedures before implementing them". A consent form must be signed by the client's family in addition to any consents the school district might also need to obtain.

ARTICLE 5 GENERAL PROVISIONS

5.1 CONSTRUCTION OF TERMS. Consultant and the School acknowledges that the terms of this Agreement are reasonably necessary to protect the legitimate interests of the Consultant and the School, and are reasonable in scope and duration, and are not unduly restrictive. If any provision of this Agreement is held unenforceable by a court of



competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

5.2 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Illinois.

5.3 COMPLETE AGREEMENT. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

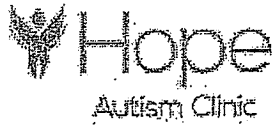
5.4 DISPUTE RESOLUTION. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

5.5 MODIFICATIONS. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

5.6 WAIVER OF BREACH. The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

5.7 SUCCESSORS AND ASSIGNS. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the School without Consultant's consent in the event the School is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

5.8 NO CONFLICT. Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.



6. **SIGNATURES.** Both TAC and Click here to enter text. HEREBY agree to the above contract by and executing its signatures below.

Kathleen R Horath 11/15/2018
Printed Name of District Representative Date

Kathleen R Horath 11/15/2018
Signature of District Representative Date

Corey Moore 11/15/18
Printed Name of Autism Clinic Representative Date

Corey Moore 11/15/18
Signature of Autism Clinic Representative Date

TREASURERS REPORT - NOVEMBER, 2018

Beginning Cash Balance 3,827,240.78

<u>Account</u>	<u>REVENUE</u>	
1342	Tuition	1,247,602.62
1510	Int of invest.	
1950	PRIOR YEAR REFUND	82,496.32
1993	TMH-SUPPLY	
1999	OTHER LOCAL REV	
2200	IDEA REFUND	
3001-810	GSA	63,745.52
3001-845	GSA-FUTURES	
4600	IDEA PS FLOW THROUGH	
4620	IDEA B FLOW THROUGH	
4625-4625	ROOM AND BOARD	33,480.00
4951	VOC REHAB	28,935.00
4991	ADMIN OUT	23,866.81
4992	MEDICAID	128,429.31
	ADJUSTMENT	
		<hr/> 1,608,555.58

Expenditures

100	Payroll	990,985.04
200	Benefits	444,021.94
300	Purchased Services	61,998.80
400	Supplies	20,334.44
500-800	Other	2,190,492.07
4625	NEURO-RESTORATIVE	18,600.00

ADJUSTMENT

 3,726,432.29

CASH/INVESTMENTS
AS OF
11/30/2018 1,709,364.07

*Please note: \$2,107,492.00 IDEA
Through funds should be received the
first week of December.

DRAFT Formula for Determining Member District's Proportionate Share of the Operating Expenses of MPSED For the 2019 - 2020 school year

Annually, the Executive Board must approve at an 80% majority any changes to the formula for determining member districts' proportionate share of the expenses. Below are the different formulas recommended for the FY20 school year.

1. **Purchased services:** Member districts may choose to purchase licensed employees (cross-cat teachers, speech-language therapists, social workers and teaching assistants) from MPSED at the actual cost of the employee's salaries and benefits. This is not a change from FY19.
2. **Administration:** All MPSED central office business expenses, support staff, Special Ed Administrators, Assistant Director, Director, and Pre-Vocational Coordinators will be assessed based on member districts' percent of special education students enrolled (roughly 2,900) in the cooperative. The General State Aid revenue will supplement the administrative cost. This is a change from FY19. Previously, IDEA grant funds supplemented the cost of the administrative assistants.
3. **Administrative Support Staff:** All MPSED school psychologists, behavioral specialists, RN, Audiologist, physical and occupational therapy services will be assessed based on member districts' percent of all students enrolled (roughly 19,500) in the cooperative. The General State Aid revenue will supplement the administrative support staff cost. This is a change from FY19. Previously, IDEA grant funds supplemented the cost of the behavioral TA's. Previously, Medicaid revenue exclusively paid for physical and occupational therapy services.
4. **Hearing and Vision Services/Programs:** All Hearing Impaired and Visually Impaired teachers, braillists, interpreters, orientation and mobility services and coordination with CASE services for professional development will be assessed based on member districts' percent of special education students enrolled (roughly 2,900) in the cooperative. This is a change from FY19. Previously, IDEA grant funds supplemented the cost of braillists, interpreters, O&M and CASE services.
5. **Programs:**
 - a. **Average Cost per student:** Social/Emotional Development (SED), Social/Emotional Alternative Program (SEAP), and Life and Essential Skills will be combined to a total cost, and divided to a per student cost.
 - b. **Early Childhood Special Education (ECSE)** will not be combined with the others and will be billed per student at that specific program cost.
 - c. Member districts will be assessed for each student sent to a combined MPSED program and/or ECSE. This is not a change from FY19.

6. IDEA Grants: Due to a structural change from ISBE, all IDEA Grants will be issued to member districts, instead of the cooperative. Member districts will have autonomy to pay for specific special education services with their grant allocation. This is a change from FY19. Previously the cooperative ran the IDEA Grant and wrote individual sub-grants for member districts.
7. Residential Students: MPSED will bill the resident school district the average cost per student rate found in paragraph 5a within for all private and residential students. Medicaid revenue will continue to pay the remainder of approved tuition and approved room and board costs for students in private and residential placements. All reimbursements funnel back to MPSED. This is a change from FY19. Previously, all private and residential student costs were paid exclusively by Medicaid revenue.

DRAFT