

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

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

Revised: Effective, February 23, 1982

Revised. Effective, November 22, 1982

Revised: Effective, July 1, 1991

Revised: Effective, December 14, 1993

Revised: Effective, July 1, 1997

Revised: Effective, May 28, 1998

Revised: Effective, January 27, 2003

Revised: Effective February 23, 2010

Revised: Effective July 1, 2015

Revised: Effective July 1, 2016

Revised: Effective May 1, 2023

Revised: Effective _____, 2026

I. Name:

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

II. Purpose:

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

III. Membership:

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

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

Updates to Appendix B to reflect new member districts shall not be considered an amendment to this Agreement within the meaning of Section X. The Executive Director shall amend Appendix B upon the admission of a new member district.

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

IV. Governing Board:

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

~~The Governing Board will hold an organizational meeting prior to September 1, 2016. At that meeting, the Governing Board designate nine (9) of its members to serve until May 2017 and nine of its members to serve until May 2018. Thereafter, all 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~~ Officers shall be elected to one year terms at a Governing Board meeting held in May of each year. The Governing Board shall establish such other officers as it deems necessary. No officer shall receive any compensation. Upon advance approval by the Governing Board and upon submission of an itemized statement therefore, any officer may be reimbursed for cash actually expended by him/her in the performance of his/her duties in connection with SASSED.

- C. Voting: Each member of the Governing Board shall have one vote. In order to conduct business, a quorum of the Governing Board must be in attendance. The presence of over fifty percent (50%) of the Governing Board members shall constitute a quorum of the Governing Board. Unless otherwise provided by law or in this Joint Agreement/By-Laws, a majority of the votes cast (with ~~of a quorum~~ being present) 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 Directors to conduct the business of SASSED.
5. Shall approve employment of the Executive Director.
6. Shall consider all other matters placed on the agenda.

V. Board of Directors:

- A. Membership: The Board of Directors shall consist of the superintendent from each member district. ~~For the 2016-2017 school term, the Board of Control will designate nine (9) of its representatives to serve a one year term and nine (9) of its representatives to serve a two year term. Thereafter, all terms will be for two years. Such appointments shall take place at a regularly scheduled meeting in May. Beginning May 1, 2023, for any member district represented on the Board of Directors by a Board of Education member, the superintendent of each such member district will assume the representation for that district, with the transition in representation to be completed by August 1, 2023, regardless of term. Upon approval of the Board of Directors, a Board of Education member serving on the SASSED Board of Control as of April 30, 2023 may continue to serve as the member district's representative to the Board of Directors for a definite, continued term as approved by the Board of Directors. After May 1, 2023, a member district may not designate a new Board of Education member as its representative to the SASSED Board of Directors.~~ Elected Board of Education members may continue to be designated as Alternate Representatives with voting rights, or another administrator may attend meetings as a representative without voting rights.
- B. Officers: The officers of the Board of Directors shall be a Chairperson, a Vice Chairperson and Secretary; Officers shall be elected to one year terms at a Board of Directors Meeting held in May of each year. The Board of Directors shall establish such other officers as it deems necessary. No officer shall receive any compensation. Upon advance approval by the Board of Directors and upon submission of an itemized statement therefore, any officer may be reimbursed for cash actually expended by him in the performance of his duties in connection with SASSED.
- C. Voting: Each member of the Board of Directors shall have one vote. In order to conduct business, a quorum of the Board of Directors must be in attendance. The presence of over fifty percent (50%) of the Board of Directors members shall constitute a quorum of the Board of Directors. Unless otherwise provided by law or in this Joint Agreement/By-Laws, or by law, a majority of the votes cast (with of a quorum being present) shall constitute action of the Board of Directors.

- D. Meetings: The Board of Directors shall meet at least ten times per calendar year at a time and place established by its own action. The Board of Directors shall establish a schedule of its regular meetings for the next twelve (12) months at its June meeting. Special meetings may be called by the Chairperson or by any five (5) members of the Board of Directors. Members of the Board of Directors shall receive at least forty-eight (48) hours prior notice of all special meetings except in the case of emergencies. Meetings of the Board of Directors shall be governed in accordance with the *Open Meetings Act, 5 ILCS 120/1 et seq.*
- E. The Board of Directors shall serve as the Executive Board of SASSED as provided by Section 5/10-22.31 of the *Illinois School Code*. The Board of Directors shall manage and carry out the operations of SASSED, unless otherwise provided by the Governing Board, and its duties, responsibilities, and authorities shall include, but not be limited to, the following:
1. To establish general policies to govern the operation of SASSED and to monitor the implementation of those policies; such policies shall be in conformance with applicable provisions of Federal and State laws and rules and regulations.
 2. To provide housing for staff and programs operated solely by the cooperative.
 3. To employ necessary personnel, determine terms and conditions of employment, and approve employment contracts and collective bargaining agreements.
 4. To establish an advisory council, Finance Committee, Policy/Governance Committee and such other committees and/or subcommittees as deemed necessary.
 5. To approve contracts with various consultants, professionals and independent contractors when necessary to carry out the purposes of 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.
- F. The Governing Board shall indemnify members of the Board of Directors and Executive Director for any and all liability that may arise when acting in the scope of their authority under the Joint Agreement/By-Laws.

VI. Executive Director:

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

VII. Facilities and Transportation:

A. Facilities:

Facilities required for any program operated by SASSED shall be authorized and funded as determined by the Board of Directors.

B. Transportation:

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

VIII. Finance:

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

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

The following information will be provided annually to all member districts: An annual presentation of SASSED's fiscal year budget, and information regarding the calculation of member and usage fees.

IX. Withdrawal of Member District from SASSED:

- A. Procedures: General: Procedures for the withdrawal of a member board of education from SASSED will be in accordance with the *Illinois School Code* (including Section 10-22.31) 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 within Title 23 of the Illinois Administrative Code.
- B. Additional Conditions: 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.
 - 2. The proposed effective date of withdrawal shall be July 1 of a future school year in accordance with the timelines set forth in this Agreement and School Code Section 10-22.31.
 - 3. Within thirty (30) days after adopting the written withdrawal resolution, and no later than eighteen months (18) months prior to the proposed effective date of withdrawal, a member

board seeking withdrawal shall present such written resolution ~~and a petition to withdraw~~ to the Chairperson of the SASSED Board of Directors 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.

4. For the hearing required by *School Code* Section 10-22.31, the member board seeking withdrawal shall send prior written notice of the hearing to the Chairperson of the SASSED Board of Directors 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.

5. The member board seeking withdrawal also shall comply with all other applicable procedures, timelines, and notice requirements set forth in governing statute(s) and regulations, including *School Code* Section 10-22.31 and any applicable rules adopted by the Illinois State Board of Education within Title 23 of the Illinois Administrative Code.

~~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 may appeal the disapproval to convene a hearing as set forth in applicable requirements of the Illinois School Code, 105 ILCS 5/10-22.31(g). Such appeal shall be filed no later than fourteen (14) months following the member board's adoption of its written resolution approving the 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 SASED liabilities shall be determined based on the withdrawing member board's district enrollment as a percentage of the total current enrollment of all member districts as identified in the most recent fall enrollment count submitted to ISBE last fall public school housing report for each member district prior to the effective date of withdrawal.

D. Specific Financial Provisions Related to Withdrawal:

1. CHEC Building: If one or more of the 15 district members listed on Appendix A, which were members of SASED on July 1, 1997, withdraws in compliance with the procedure outlined in this Joint Agreement, that district is entitled to its share of the CHEC Building as previously agreed to by DIEC and SASED in the CHEC Agreement as may be amended.
2. Other Real Property: Other than as stated above in subsection 1, a withdrawing district shall not be entitled to any share of SASED's real property assets. Improved and Unimproved Real Property (New Property): If a district that has a share in the New Property withdraws in compliance with the procedures outlined in this Joint Agreement, then that district is entitled to its share of the New Property based on the following formula:

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

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

A In summary a member district that seeks to withdraw without providing fails to provide timely notice of withdrawal will be liable for any and all resultant costs and liability due to the district's failure to give timely notice, including but not limited to the costs of any additional staff retained by SASED. In addition, a member district that fails to give timely notice of withdrawal shall forfeit all rights and interests in SASED real and personal property to which it would have been entitled upon withdrawal from SASED pursuant to this Article.

X. Amendments:

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

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

XI. Member District Obligations:

A. Each member district expressly agrees:

- ~~1A.~~ To work cooperatively through SASSED and its governing structure, pledging to accept the minimum standards, policies, procedures, and guidelines adopted by the Board of Directors of SASSED.
- ~~2B.~~ To meet its financial commitments in a timely manner within guidelines established by the Board of Directors.
- ~~3C.~~ To cooperate with all monitoring activities implemented by the Board of Directors and accept such sanctions as imposed by the Board of Directors.
- ~~4D.~~ To adhere to the procedures and practices established by the Board of Directors 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.

B. In addition, with regard to the debt instruments (e.g., bonds, notes, and/or debt certificates) to be issued during the 2026-2027 school year:

- 1. Pursuant to School Code Section 10-22.31(d), each member district agrees to be jointly and severally liable for the payment of the debt instruments.
- 2. Repayment of the debt instruments shall be accomplished via tuition rates established by the Board of Directors and paid by member districts and any participating non-member districts.

3. Notwithstanding the above provision (and except as provided in subsection a below), a withdrawing member board shall repay its share of the outstanding debt instruments, determined as follows: The withdrawing member board's share shall be determined based on the withdrawing member board's average student enrollment in SASSED programs over the 5-year period immediately before the debt instruments were issued as a percentage of all member districts' average student enrollment in SASSED programs over the 5-year period immediately before the debt instruments were issued.
- a. However, a member district will not be obligated to repay its share of the outstanding debt instruments upon withdrawal if all of the following criteria are met:
- i. On or before June 30, 2026, the member district serves a written Letter of Intent to Withdraw on the Executive Director, the Chairperson of the Governing Board, and the Chairperson of the Board of Directors; and
 - ii. On or before December 31, 2026, the member district adopts a written resolution approving withdrawal effective July 1, 2028; and
 - iii. The member district complies with the withdrawal provisions set forth in this Agreement and applicable law; and
 - iv. The member district actually withdraws effective July 1, 2028.
- b. If a member district elects to pursue withdrawal from SASSED in accordance with Section XI(B)(3)(a) (above) and adopts the withdrawal resolution, the member district shall not be permitted to rescind its decision to withdraw from SASSED.

XII. 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:

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

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

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

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

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

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

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

1. Program User Fee Teachers and Program User Fee Teacher Assistants (not one- to-one aides) will flow to the Successor with the stipulation that it is the Successor's intent to operate the programs for more than two (2) years based upon the five (5) year average user fee use for the position.
 2. The Reimbursement for the remaining User Fee positions will be distributed utilizing the average prior five (5) year enrollment of the member districts.
- C. The SASSED grant carryover funds will be allocated to member districts as determined by the Board of Directors, 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").
 - D. 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.
 - E. 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.

XIII. 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 _____, ~~2026 May 1, 2023~~ upon passage and ratification by two thirds of the member districts.

**APPENDIX A
MEMBER DISTRICTS OF SASSED
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