

**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:

- A. Membership: The Board of Control shall consist of a board of education member or a superintendent from each member district. The member district, by Resolution, shall designate its Board of Control representative and shall provide a copy to SASSED's Secretary. Additionally, each member district, by Resolution, shall designate an Alternate Representative to attend Board of Control meetings in the event that the representative of the member district is unable to attend. It is the goal of SASSED that the representatives of the member districts to the Board of Control will be equally divided to the extent possible, between Board of Education members and Superintendents. For the 2016-2017 school term, the Board of Control will designate nine (9) of its representatives to serve a one year term and nine (9) of its representatives to serve a two year term. Thereafter, all terms will be for two years. Such appointments shall take place at a regularly scheduled meeting in May.
- B. 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.
- C. Voting: Each member of the 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.

- 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 *Open Meetings Act, 5 ILCS 120/1 et seq.*
- E. The 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 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 Control and Executive Director for any and all liability that may arise when acting in the scope of their authority under the Joint Agreement/By-Laws.

VI. Executive Director:

The Chief executive officer of SASSED 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.

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 Control.

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. Finance:

The Board of Control 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 Control.
- C. Guidelines and priorities for the use of grant funds available for special education purposes.
- D. Tuition and fee formulas and specific rates (surcharge for non-members).
- E. Schedules for the completion of tuition bills, fiscal reports, etc.
- F. Forms and procedures for contractual agreements.
- G. Establish the fiscal year as commencing July 1.

IX. Withdrawal of Member District from 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 months (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 SASSED, provided, however, that SASSED 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 SASSED. In addition, a member district that fails to give timely notice of withdrawal shall forfeit all rights and interests in SASSED real and personal property to which it would have been entitled upon withdrawal from SASSED 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

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.

- B. 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 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 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.

#### XI. Member District Obligations:

Each member district expressly agrees:

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

#### 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 SASED dissolves, SASED's assets will be distributed as follows:

- A. The SASED buildings or real property will be offered for sale to the SASED's successor, if any ("Successor") or SASED'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 SASED'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 SASED 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 SASED 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 SASED grant carryover funds will be allocated to member districts as determined by the Board of Control, provided, however, that SASED shall return to each member district any unspent Federal IDEA Part B Funds generated by students in the member district (i.e., "carryover").

- D. The self-insurance fund balance of SASED, if any, will be allocated for residual claims based on the current Plan Document (School Association for Special Education/DuPage County Health Care Plan ) and any fund balance (residual or

deficiency) be distributed/charged based on the employees participating in the 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 July 1, 2016 upon passage and ratification by two thirds of the member districts.

**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**