



## 104TH GENERAL ASSEMBLY

### State of Illinois

2025 and 2026

HB2390

Introduced 2/4/2025, by Rep. Tracy Katz Muhl

#### SYNOPSIS AS INTRODUCED:

105 ILCS 5/10-22.31

from Ch. 122, par. 10-22.31

Amends the School Code. In provisions concerning special education joint agreements, provides that, for joint agreements entered into before, on, or after the effective date of the amendatory Act, any membership fees, annual fees, up-front fees, or costs or fees assessed to a member district by virtue of being a party to the joint agreement, and not for the use of services, must take into account the member district's actual use of the services offered within the joint agreement and may not be based solely on each member district's population. Provides that, upon withdrawal from a joint agreement, all member districts are entitled to an appropriate allocation of assets and liabilities, provided that forfeiture of a member district's taxpayer assets intended for its students is prohibited from being required. Effective July 1, 2026.

LRB104 08356 LNS 18407 b

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**  
3 **represented in the General Assembly:**

4 Section 5. The School Code is amended by changing Section  
5 10-22.31 as follows:

6 (105 ILCS 5/10-22.31) (from Ch. 122, par. 10-22.31)  
7 Sec. 10-22.31. Special education.

8 (a) To enter into joint agreements with other school  
9 boards to provide the needed special educational facilities  
10 and to employ a director and other professional workers as  
11 defined in Section 14-1.10 and to establish facilities as  
12 defined in Section 14-1.08 for the types of children described  
13 in Sections 14-1.02 and 14-1.03a. The director (who may be  
14 employed under a contract as provided in subsection (c) of  
15 this Section) and other professional workers may be employed  
16 by one district, which shall be reimbursed on a mutually  
17 agreed basis by other districts that are parties to the joint  
18 agreement. Such agreements may provide that one district may  
19 supply professional workers for a joint program conducted in  
20 another district. Such agreement shall provide that any  
21 full-time professional worker who is employed by a joint  
22 agreement program and spends over 50% of his or her time in one  
23 school district shall not be required to work a different

1 teaching schedule than the other professional worker in that  
2 district. Such agreement shall include, but not be limited to,  
3 provisions for administration, staff, programs, financing,  
4 housing, transportation, an advisory body, and the method or  
5 methods to be employed for disposing of property upon the  
6 withdrawal of a school district or dissolution of the joint  
7 agreement and shall specify procedures for the withdrawal of  
8 districts from the joint agreement as long as these procedures  
9 are consistent with this Section. For joint agreements entered  
10 into before, on, or after the effective date of this  
11 amendatory Act of the 104th General Assembly, any membership  
12 fees, annual fees, up-front fees, or costs or fees assessed to  
13 a member district by virtue of being a party to the joint  
14 agreement, and not for the use of services, must take into  
15 account the member district's actual use of the services  
16 offered within the joint agreement and may not be based solely  
17 on each member district's population. Such agreement may be  
18 amended at any time as provided in the joint agreement or, if  
19 the joint agreement does not so provide, then such agreement  
20 may be amended at any time upon the adoption of concurring  
21 resolutions by the school boards of all member districts,  
22 provided that no later than 6 months after August 28, 2009 (the  
23 effective date of Public Act 96-783), all existing agreements  
24 shall be amended to be consistent with Public Act 96-783. Such  
25 an amendment may include the removal of a school district from  
26 or the addition of a school district to the joint agreement

1 without a petition as otherwise required in this Section if  
2 all member districts adopt concurring resolutions to that  
3 effect. A fully executed copy of any such agreement or  
4 amendment entered into on or after January 1, 1989 shall be  
5 filed with the State Board of Education. Petitions for  
6 withdrawal shall be made to the regional board or boards of  
7 school trustees exercising oversight or governance over any of  
8 the districts in the joint agreement. Upon receipt of a  
9 petition for withdrawal, the regional board of school trustees  
10 shall publish notice of and conduct a hearing or, in instances  
11 in which more than one regional board of school trustees  
12 exercises oversight or governance over any of the districts in  
13 the joint agreement, a joint hearing, in accordance with rules  
14 adopted by the State Board of Education. In instances in which  
15 a single regional board of school trustees holds the hearing,  
16 approval of the petition must be by a two-thirds majority vote  
17 of the school trustees. In instances in which a joint hearing  
18 of 2 or more regional boards of school trustees is required,  
19 approval of the petition must be by a two-thirds majority of  
20 all those school trustees present and voting. Notwithstanding  
21 the provisions of Article 6 of this Code, in instances in which  
22 the competent regional board or boards of school trustees has  
23 been abolished, petitions for withdrawal shall be made to the  
24 school boards of those districts that fall under the oversight  
25 or governance of the abolished regional board of school  
26 trustees in accordance with rules adopted by the State Board

1 of Education. If any petition is approved pursuant to this  
2 subsection (a), the withdrawal takes effect as provided in  
3 Section 7-9 of this Act. Upon withdrawal, all member districts  
4 are entitled to an appropriate allocation of assets and  
5 liabilities. Forfeiture of a member district's taxpayer assets  
6 intended for its students is prohibited from being required.  
7 The changes to this Section made by Public Act 96-769 apply to  
8 all changes to special education joint agreement membership  
9 initiated after July 1, 2009.

10 (b) To either (1) designate an administrative district to  
11 act as fiscal and legal agent for the districts that are  
12 parties to the joint agreement, or (2) designate a governing  
13 board composed of one member of the school board of each  
14 cooperating district and designated by such boards to act in  
15 accordance with the joint agreement. No such governing board  
16 may levy taxes and no such governing board may incur any  
17 indebtedness except within an annual budget for the joint  
18 agreement approved by the governing board and by the boards of  
19 at least a majority of the cooperating school districts or a  
20 number of districts greater than a majority if required by the  
21 joint agreement. The governing board may appoint an executive  
22 board of at least 7 members to administer the joint agreement  
23 in accordance with its terms. However, if 7 or more school  
24 districts are parties to a joint agreement that does not have  
25 an administrative district: (i) at least a majority of the  
26 members appointed by the governing board to the executive

1 board shall be members of the school boards of the cooperating  
2 districts; or (ii) if the governing board wishes to appoint  
3 members who are not school board members, they shall be  
4 superintendents from the cooperating districts.

5 (c) To employ a full-time director of special education of  
6 the joint agreement program under a one-year or multi-year  
7 contract. No such contract can be offered or accepted for less  
8 than one year. Such contract may be discontinued at any time by  
9 mutual agreement of the contracting parties, or may be  
10 extended for an additional one-year or multi-year period at  
11 the end of any year.

12 The contract year is July 1 through the following June  
13 30th, unless the contract specifically provides otherwise.  
14 Notice of intent not to renew a contract when given by a  
15 controlling board or administrative district must be in  
16 writing stating the specific reason therefor. Notice of intent  
17 not to renew the contract must be given by the controlling  
18 board or the administrative district at least 90 days before  
19 the contract expires. Failure to do so will automatically  
20 extend the contract for one additional year.

21 By accepting the terms of the contract, the director of a  
22 special education joint agreement waives all rights granted  
23 under Sections 24-11 through 24-16 for the duration of his or  
24 her employment as a director of a special education joint  
25 agreement.

26 (d) To designate a district that is a party to the joint

1 agreement as the issuer of bonds or notes for the purposes and  
2 in the manner provided in this Section. It is not necessary for  
3 such district to also be the administrative district for the  
4 joint agreement, nor is it necessary for the same district to  
5 be designated as the issuer of all series of bonds or notes  
6 issued hereunder. Any district so designated may, from time to  
7 time, borrow money and, in evidence of its obligation to repay  
8 the borrowing, issue its negotiable bonds or notes for the  
9 purpose of acquiring, constructing, altering, repairing,  
10 enlarging and equipping any building or portion thereof,  
11 together with any land or interest therein, necessary to  
12 provide special educational facilities and services as defined  
13 in Section 14-1.08. Title in and to any such facilities shall  
14 be held in accordance with the joint agreement.

15 Any such bonds or notes shall be authorized by a  
16 resolution of the board of education of the issuing district.  
17 The resolution may contain such covenants as may be deemed  
18 necessary or advisable by the district to assure the payment  
19 of the bonds or notes. The resolution shall be effective  
20 immediately upon its adoption.

21 Prior to the issuance of such bonds or notes, each school  
22 district that is a party to the joint agreement shall agree,  
23 whether by amendment to the joint agreement or by resolution  
24 of the board of education, to be jointly and severally liable  
25 for the payment of the bonds and notes. The bonds or notes  
26 shall be payable solely and only from the payments made

1 pursuant to such agreement.

2 Neither the bonds or notes nor the obligation to pay the  
3 bonds or notes under any joint agreement shall constitute an  
4 indebtedness of any district, including the issuing district,  
5 within the meaning of any constitutional or statutory  
6 limitation.

7 As long as any bonds or notes are outstanding and unpaid,  
8 the agreement by a district to pay the bonds and notes shall be  
9 irrevocable notwithstanding the district's withdrawal from  
10 membership in the joint special education program.

11 (e) If a district whose employees are on strike was, prior  
12 to the strike, sending students with disabilities to special  
13 educational facilities and services in another district or  
14 cooperative, the district affected by the strike shall  
15 continue to send such students during the strike and shall be  
16 eligible to receive appropriate State reimbursement.

17 (f) With respect to those joint agreements that have a  
18 governing board composed of one member of the school board of  
19 each cooperating district and designated by those boards to  
20 act in accordance with the joint agreement, the governing  
21 board shall have, in addition to its other powers under this  
22 Section, the authority to issue bonds or notes for the  
23 purposes and in the manner provided in this subsection. The  
24 governing board of the joint agreement may from time to time  
25 borrow money and, in evidence of its obligation to repay the  
26 borrowing, issue its negotiable bonds or notes for the purpose

1 of acquiring, constructing, altering, repairing, enlarging and  
2 equipping any building or portion thereof, together with any  
3 land or interest therein, necessary to provide special  
4 educational facilities and services as defined in Section  
5 14-1.08 and including also facilities for activities of  
6 administration and educational support personnel employees.  
7 Title in and to any such facilities shall be held in accordance  
8 with the joint agreement.

9 Any such bonds or notes shall be authorized by a  
10 resolution of the governing board. The resolution may contain  
11 such covenants as may be deemed necessary or advisable by the  
12 governing board to assure the payment of the bonds or notes and  
13 interest accruing thereon. The resolution shall be effective  
14 immediately upon its adoption.

15 Each school district that is a party to the joint  
16 agreement shall be automatically liable, by virtue of its  
17 membership in the joint agreement, for its proportionate share  
18 of the principal amount of the bonds and notes plus interest  
19 accruing thereon, as provided in the resolution. Subject to  
20 the joint and several liability hereinafter provided for, the  
21 resolution may provide for different payment schedules for  
22 different districts except that the aggregate amount of  
23 scheduled payments for each district shall be equal to its  
24 proportionate share of the debt service in the bonds or notes  
25 based upon the fraction that its equalized assessed valuation  
26 bears to the total equalized assessed valuation of all the

1 district members of the joint agreement as adjusted in the  
2 manner hereinafter provided. In computing that fraction the  
3 most recent available equalized assessed valuation at the time  
4 of the issuance of the bonds and notes shall be used, and the  
5 equalized assessed valuation of any district maintaining  
6 grades K to 12 shall be doubled in both the numerator and  
7 denominator of the fraction used for all of the districts that  
8 are members of the joint agreement. In case of default in  
9 payment by any member, each school district that is a party to  
10 the joint agreement shall automatically be jointly and  
11 severally liable for the amount of any deficiency. The bonds  
12 or notes and interest thereon shall be payable solely and only  
13 from the funds made available pursuant to the procedures set  
14 forth in this subsection. No project authorized under this  
15 subsection may require an annual contribution for bond  
16 payments from any member district in excess of 0.15% of the  
17 value of taxable property as equalized or assessed by the  
18 Department of Revenue in the case of districts maintaining  
19 grades K-8 or 9-12 and 0.30% of the value of taxable property  
20 as equalized or assessed by the Department of Revenue in the  
21 case of districts maintaining grades K-12. This limitation on  
22 taxing authority is expressly applicable to taxing authority  
23 provided under Section 17-9 and other applicable Sections of  
24 this Act. Nothing contained in this subsection shall be  
25 construed as an exception to the property tax limitations  
26 contained in Section 17-2, 17-2.2a, 17-5, or any other

1 applicable Section of this Act.

2 Neither the bonds or notes nor the obligation to pay the  
3 bonds or notes under any joint agreement shall constitute an  
4 indebtedness of any district within the meaning of any  
5 constitutional or statutory limitation.

6 As long as any bonds or notes are outstanding and unpaid,  
7 the obligation of a district to pay its proportionate share of  
8 the principal of and interest on the bonds and notes as  
9 required in this Section shall be a general obligation of the  
10 district payable from any and all sources of revenue  
11 designated for that purpose by the board of education of the  
12 district and shall be irrevocable notwithstanding the  
13 district's withdrawal from membership in the joint special  
14 education program.

15 (g) A member district wishing to withdraw from a joint  
16 agreement may obtain from its school board a written  
17 resolution approving the withdrawal. The withdrawing district  
18 must then present a written petition for withdrawal from the  
19 joint agreement to the other member districts. Under no  
20 circumstances may the petition be presented to the other  
21 member districts less than 12 months from the date of the  
22 proposed withdrawal, unless the member districts agree to  
23 waive this timeline. Upon approval by school board written  
24 resolution of all of the remaining member districts, the  
25 petitioning member district shall notify the State Board of  
26 Education of the approved withdrawal in writing and must

1 submit a comprehensive plan developed under subsection (g-5)  
2 for review by the State Board. If the petition for withdrawal  
3 is not approved, the petitioning member district may appeal  
4 the disapproval decision to the trustees of schools of the  
5 township that has jurisdiction and authority over the  
6 withdrawing district. If a withdrawing district is not under  
7 the jurisdiction and authority of the trustees of schools of a  
8 township, a hearing panel shall be established by the chief  
9 administrative officer of the intermediate service center  
10 having jurisdiction over the withdrawing district. The hearing  
11 panel shall be made up of 3 persons who have a demonstrated  
12 interest and background in education. Each hearing panel  
13 member must reside within an educational service region of  
14 2,000,000 or more inhabitants but not within the withdrawing  
15 district and may not be a current school board member or  
16 employee of the withdrawing district or hold any county  
17 office. None of the hearing panel members may reside within  
18 the same school district. The hearing panel shall serve  
19 without remuneration; however, the necessary expenses,  
20 including travel, attendant upon any meeting or hearing in  
21 relation to these proceedings must be paid. Prior to the  
22 hearing, the withdrawing district shall (i) provide written  
23 notification to all parents or guardians of students with  
24 disabilities residing within the district of its intent to  
25 withdraw from the special education joint agreement; (ii) hold  
26 a public hearing to allow for members of the community,

1 parents or guardians of students with disabilities, or any  
2 other interested parties an opportunity to review the plan for  
3 educating students after the withdrawal and to provide  
4 feedback on the plan; and (iii) prepare and provide a  
5 comprehensive plan as outlined under subsection (g-5). The  
6 trustees of schools of the township having jurisdiction and  
7 authority over the withdrawing district or the hearing panel  
8 established by the chief administrative officer of the  
9 intermediate service center having jurisdiction over the  
10 withdrawing district shall convene and hear testimony to  
11 determine whether the withdrawing district has presented  
12 sufficient evidence that the district, standing alone, will  
13 provide a full continuum of services and support to all its  
14 students with disabilities in the foreseeable future. If the  
15 trustees of schools of the township having jurisdiction and  
16 authority over the withdrawing district or the hearing panel  
17 established by the chief administrative officer of the  
18 intermediate service center having jurisdiction over the  
19 withdrawing district approves the petition for withdrawal,  
20 then the petitioning member district shall be withdrawn from  
21 the joint agreement effective the following July 1 and shall  
22 notify the State Board of Education of the approved withdrawal  
23 in writing.

24 (g-5) Each withdrawing district shall develop a  
25 comprehensive plan that includes the administrative policies  
26 and procedures outlined in Sections 226.50, 226.100, 226.110,

1 226.180, 226.230, 226.250, 226.260, 226.300, 226.310, 226.320,  
2 226.330, 226.340, 226.350, 226.500, 226.520, 226.530, 226.540,  
3 226.560, 226.700, 226.740, 226.800, and 226.820 and Subpart G  
4 of Part 226 of Title 23 of the Illinois Administrative Code and  
5 all relevant portions of the federal Individuals with  
6 Disabilities Education Act. The withdrawing district must also  
7 demonstrate its ability to provide education for a wide range  
8 of students with disabilities, including a full continuum of  
9 support and services. To demonstrate an appropriate plan for  
10 educating all currently enrolled students with disabilities  
11 upon withdrawal from the joint agreement, the withdrawing  
12 district must provide a written plan for educating and placing  
13 all currently eligible students with disabilities.

14 (h) The changes to this Section made by Public Act 96-783  
15 apply to withdrawals from or dissolutions of special education  
16 joint agreements initiated after August 28, 2009 (the  
17 effective date of Public Act 96-783).

18 (i) Notwithstanding subsections (a), (g), and (h) of this  
19 Section or any other provision of this Code to the contrary, an  
20 elementary school district that maintains grades up to and  
21 including grade 8, that had a 2014-2015 best 3 months' average  
22 daily attendance of 5,209.57, and that had a 2014 equalized  
23 assessed valuation of at least \$451,500,000, but not more than  
24 \$452,000,000, may withdraw from its special education joint  
25 agreement program consisting of 6 school districts upon  
26 submission and approval of the comprehensive plan, in

1 compliance with the applicable requirements of Section 14-4.01  
2 of this Code, in addition to the approval by the school board  
3 of the elementary school district and notification to and the  
4 filing of an intent to withdraw statement with the governing  
5 board of the joint agreement program. Such notification and  
6 statement shall specify the effective date of the withdrawal,  
7 which in no case shall be less than 60 days after the date of  
8 the filing of the notification and statement. Upon receipt of  
9 the notification and statement, the governing board of the  
10 joint agreement program shall distribute a copy to each member  
11 district of the joint agreement and shall initiate any  
12 appropriate allocation of assets and liabilities among the  
13 remaining member districts to take effect upon the date of the  
14 withdrawal. The withdrawal shall take effect upon the date  
15 specified in the notification and statement.

16 (Source: P.A. 100-66, eff. 8-11-17; 101-164, eff. 7-26-19.)

17 Section 99. Effective date. This Act takes effect July 1,  
18 2026.