



Rep. Tracy Katz Muhl

Filed: 3/24/2025

10400HB2390ham002

LRB104 08356 LNS 24346 a

1 AMENDMENT TO HOUSE BILL 2390

2 AMENDMENT NO. _____. Amend House Bill 2390 by replacing
3 everything after the enacting clause with the following:

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

1 agreed basis by other districts that are parties to the joint
2 agreement. Such agreements may provide that one district may
3 supply professional workers for a joint program conducted in
4 another district. Such agreement shall provide that any
5 full-time professional worker who is employed by a joint
6 agreement program and spends over 50% of his or her time in one
7 school district shall not be required to work a different
8 teaching schedule than the other professional worker in that
9 district. Such agreement shall include, but not be limited to,
10 provisions for administration, staff, programs, financing,
11 housing, transportation, an advisory body, and the method or
12 methods to be employed for disposing of property upon the
13 withdrawal of a school district or dissolution of the joint
14 agreement and shall specify procedures for the withdrawal of
15 districts from the joint agreement as long as these procedures
16 are consistent with this Section. Such agreement may be
17 amended at any time as provided in the joint agreement or, if
18 the joint agreement does not so provide, then such agreement
19 may be amended at any time upon the adoption of concurring
20 resolutions by the school boards of all member districts,
21 provided that no later than 6 months after August 28, 2009 (the
22 effective date of Public Act 96-783), all existing agreements
23 shall be amended to be consistent with Public Act 96-783. Such
24 an amendment may include the removal of a school district from
25 or the addition of a school district to the joint agreement
26 without a petition as otherwise required in this Section if

1 all member districts adopt concurring resolutions to that
2 effect. A fully executed copy of any such agreement or
3 amendment entered into on or after January 1, 1989 shall be
4 filed with the State Board of Education. Petitions for
5 withdrawal shall be made to the regional board or boards of
6 school trustees exercising oversight or governance over any of
7 the districts in the joint agreement. Upon receipt of a
8 petition for withdrawal, the regional board of school trustees
9 shall publish notice of and conduct a hearing or, in instances
10 in which more than one regional board of school trustees
11 exercises oversight or governance over any of the districts in
12 the joint agreement, a joint hearing, in accordance with rules
13 adopted by the State Board of Education. In instances in which
14 a single regional board of school trustees holds the hearing,
15 approval of the petition must be by a two-thirds majority vote
16 of the school trustees. In instances in which a joint hearing
17 of 2 or more regional boards of school trustees is required,
18 approval of the petition must be by a two-thirds majority of
19 all those school trustees present and voting. Notwithstanding
20 the provisions of Article 6 of this Code, in instances in which
21 the competent regional board or boards of school trustees has
22 been abolished, petitions for withdrawal shall be made to the
23 school boards of those districts that fall under the oversight
24 or governance of the abolished regional board of school
25 trustees in accordance with rules adopted by the State Board
26 of Education. If any petition is approved pursuant to this

1 subsection (a), the withdrawal takes effect as provided in
2 Section 7-9 of this Act. The changes to this Section made by
3 Public Act 96-769 apply to all changes to special education
4 joint agreement membership initiated after July 1, 2009.

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

26 (c) To employ a full-time director of special education of

1 the joint agreement program under a one-year or multi-year
2 contract. No such contract can be offered or accepted for less
3 than one year. Such contract may be discontinued at any time by
4 mutual agreement of the contracting parties, or may be
5 extended for an additional one-year or multi-year period at
6 the end of any year.

7 The contract year is July 1 through the following June
8 30th, unless the contract specifically provides otherwise.
9 Notice of intent not to renew a contract when given by a
10 controlling board or administrative district must be in
11 writing stating the specific reason therefor. Notice of intent
12 not to renew the contract must be given by the controlling
13 board or the administrative district at least 90 days before
14 the contract expires. Failure to do so will automatically
15 extend the contract for one additional year.

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

21 (d) To designate a district that is a party to the joint
22 agreement as the issuer of bonds or notes for the purposes and
23 in the manner provided in this Section. It is not necessary for
24 such district to also be the administrative district for the
25 joint agreement, nor is it necessary for the same district to
26 be designated as the issuer of all series of bonds or notes

1 issued hereunder. Any district so designated may, from time to
2 time, borrow money and, in evidence of its obligation to repay
3 the borrowing, issue its negotiable bonds or notes for the
4 purpose of acquiring, constructing, altering, repairing,
5 enlarging and equipping any building or portion thereof,
6 together with any land or interest therein, necessary to
7 provide special educational facilities and services as defined
8 in Section 14-1.08. Title in and to any such facilities shall
9 be held in accordance with the joint agreement.

10 Any such bonds or notes shall be authorized by a
11 resolution of the board of education of the issuing district.
12 The resolution may contain such covenants as may be deemed
13 necessary or advisable by the district to assure the payment
14 of the bonds or notes. The resolution shall be effective
15 immediately upon its adoption.

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

23 Neither the bonds or notes nor the obligation to pay the
24 bonds or notes under any joint agreement shall constitute an
25 indebtedness of any district, including the issuing district,
26 within the meaning of any constitutional or statutory

1 limitation.

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

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

12 (f) With respect to those joint agreements that have a
13 governing board composed of one member of the school board of
14 each cooperating district and designated by those boards to
15 act in accordance with the joint agreement, the governing
16 board shall have, in addition to its other powers under this
17 Section, the authority to issue bonds or notes for the
18 purposes and in the manner provided in this subsection. The
19 governing board of the joint agreement may from time to time
20 borrow money and, in evidence of its obligation to repay the
21 borrowing, issue its negotiable bonds or notes for the purpose
22 of acquiring, constructing, altering, repairing, enlarging and
23 equipping any building or portion thereof, together with any
24 land or interest therein, necessary to provide special
25 educational facilities and services as defined in Section
26 14-1.08 and including also facilities for activities of

1 administration and educational support personnel employees.
2 Title in and to any such facilities shall be held in accordance
3 with the joint agreement.

4 Any such bonds or notes shall be authorized by a
5 resolution of the governing board. The resolution may contain
6 such covenants as may be deemed necessary or advisable by the
7 governing board to assure the payment of the bonds or notes and
8 interest accruing thereon. The resolution shall be effective
9 immediately upon its adoption.

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

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

23 Neither the bonds or notes nor the obligation to pay the
24 bonds or notes under any joint agreement shall constitute an
25 indebtedness of any district within the meaning of any
26 constitutional or statutory limitation.

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

10 (g) A member district wishing to withdraw from a joint
11 agreement may obtain from its school board a written
12 resolution approving the withdrawal. The withdrawing district
13 must then present a written petition for withdrawal from the
14 joint agreement to the other member districts. Under no
15 circumstances may the petition be presented to the other
16 member districts less than 12 months from the date of the
17 proposed withdrawal, unless the member districts agree to
18 waive this timeline. Upon approval by school board written
19 resolution of all of the remaining member districts, the
20 petitioning member district shall notify the State Board of
21 Education of the approved withdrawal in writing and must
22 submit a comprehensive plan developed under subsection (g-5)
23 for review by the State Board. If the petition for withdrawal
24 is not approved, the petitioning member district may appeal
25 the disapproval decision to the trustees of schools of the
26 township that has jurisdiction and authority over the

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

1 trustees of schools of the township having jurisdiction and
2 authority over the withdrawing district or the hearing panel
3 established by the chief administrative officer of the
4 intermediate service center having jurisdiction over the
5 withdrawing district shall convene and hear testimony to
6 determine whether the withdrawing district has presented
7 sufficient evidence that the district, standing alone, will
8 provide a full continuum of services and support to all its
9 students with disabilities in the foreseeable future. If the
10 trustees of schools of the township having jurisdiction and
11 authority over the withdrawing district or the hearing panel
12 established by the chief administrative officer of the
13 intermediate service center having jurisdiction over the
14 withdrawing district approves the petition for withdrawal,
15 then the petitioning member district shall be withdrawn from
16 the joint agreement effective the following July 1 and shall
17 notify the State Board of Education of the approved withdrawal
18 in writing.

19 (g-5) Each withdrawing district shall develop a
20 comprehensive plan that includes the administrative policies
21 and procedures outlined in Sections 226.50, 226.100, 226.110,
22 226.180, 226.230, 226.250, 226.260, 226.300, 226.310, 226.320,
23 226.330, 226.340, 226.350, 226.500, 226.520, 226.530, 226.540,
24 226.560, 226.700, 226.740, 226.800, and 226.820 and Subpart G
25 of Part 226 of Title 23 of the Illinois Administrative Code and
26 all relevant portions of the federal Individuals with

1 Disabilities Education Act. The withdrawing district must also
2 demonstrate its ability to provide education for a wide range
3 of students with disabilities, including a full continuum of
4 support and services. To demonstrate an appropriate plan for
5 educating all currently enrolled students with disabilities
6 upon withdrawal from the joint agreement, the withdrawing
7 district must provide a written plan for educating and placing
8 all currently eligible students with disabilities.

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

13 (i) Notwithstanding subsections (a), (g), and (h) of this
14 Section or any other provision of this Code to the contrary, an
15 elementary school district that maintains grades up to and
16 including grade 8, that had a 2014-2015 best 3 months' average
17 daily attendance of 5,209.57, and that had a 2014 equalized
18 assessed valuation of at least \$451,500,000, but not more than
19 \$452,000,000, may withdraw from its special education joint
20 agreement program consisting of 6 school districts upon
21 submission and approval of the comprehensive plan, in
22 compliance with the applicable requirements of Section 14-4.01
23 of this Code, in addition to the approval by the school board
24 of the elementary school district and notification to and the
25 filing of an intent to withdraw statement with the governing
26 board of the joint agreement program. Such notification and

1 statement shall specify the effective date of the withdrawal,
2 which in no case shall be less than 60 days after the date of
3 the filing of the notification and statement. Upon receipt of
4 the notification and statement, the governing board of the
5 joint agreement program shall distribute a copy to each member
6 district of the joint agreement and shall initiate any
7 appropriate allocation of assets and liabilities among the
8 remaining member districts to take effect upon the date of the
9 withdrawal. The withdrawal shall take effect upon the date
10 specified in the notification and statement.

11 (j) Notwithstanding any other provision of law, for any
12 member district entering into, amending, renewing, or
13 withdrawing from a joint agreement after the effective date of
14 this amendatory Act of the 104th General Assembly, the
15 following criteria shall be met:

16 (1) For a member district withdrawing from a joint
17 agreement, the member district's school board shall hold a
18 public hearing on the member district's intent to withdraw
19 at least 18 months before the member district's proposed
20 withdrawal date. A written notice of the member district's
21 intent to withdraw and the details of the public hearing
22 shall be sent to the other member districts of the joint
23 agreement no less than 10 days before the public hearing.

24 (2) A member district that intends to withdraw from a
25 joint agreement shall adopt a comprehensive plan in
26 accordance with subsection (g-5). The plan shall be

1 submitted to the member district's regional office of
2 education or intermediate service center, whichever is
3 applicable, and shall be accompanied by evidence of the
4 public hearing conducted under paragraph (1) of this
5 subsection (j) and a copy of the approved resolution to
6 withdraw.

7 (3) Upon the receipt of a member district's
8 comprehensive plan under paragraph (2) of this subsection
9 (j), the regional superintendent of schools or the
10 executive director of the intermediate service center,
11 whichever is applicable, shall ensure the following
12 criteria are met:

13 (A) notice of withdrawal was provided to all
14 member districts;

15 (B) a public hearing that complies with paragraph
16 (1) of this subsection (j) was held by the withdrawing
17 member district's school board;

18 (C) a resolution has been passed by the
19 withdrawing member district's school board; and

20 (D) a comprehensive plan for the withdrawing
21 member district that complies with subsection (g-5) is
22 in place.

23 Upon certification that the criteria in this paragraph
24 (3) have been satisfied, the regional superintendent of
25 schools or the executive director of the intermediate
26 service center shall notify the State Board of Education

1 and the other member districts of the joint agreement of
2 his or her approval of the member district's withdrawal.

3 If any of the criteria in items (A) through (D) of this
4 paragraph (3) have not been satisfied, the regional
5 superintendent of schools or the executive director of the
6 intermediate service center shall notify the withdrawing
7 member district of the outstanding criteria to be
8 satisfied and the process for resubmission of the member
9 district's withdrawal plan.

10 (4) A joint agreement shall include (i) provisions for
11 the dissolution of assets in the event the joint agreement
12 is dissolved and (ii) provisions for the distribution of
13 assets in the event a member district withdraws from the
14 joint agreement. Upon its withdrawal from a joint
15 agreement, a member district shall waive any claims to the
16 joint agreement's assets, except for any assets designated
17 for distribution upon the dissolution of the joint
18 agreement. A withdrawn member district shall, within 12
19 months after withdrawal, remit payment to the joint
20 agreement for its proportional share of any debt or
21 liabilities incurred by the joint agreement prior to the
22 member district's notice of withdrawal.

23 (5) A joint agreement shall include a requirement for
24 an annual presentation of the joint agreement's fiscal
25 year budget and the calculation of member and usage fees
26 to all member districts.

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