



Rep. Robert Martwick

Filed: 5/15/2018

10000SB2344ham002

LRB100 17893 AXK 39975 a

1 AMENDMENT TO SENATE BILL 2344

2 AMENDMENT NO. _____. Amend Senate Bill 2344 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 boards
9 to provide the needed special educational facilities and to
10 employ a director and other professional workers as defined in
11 Section 14-1.10 and to establish facilities as defined in
12 Section 14-1.08 for the types of children described in Sections
13 14-1.02 and 14-1.03a. The director (who may be employed under a
14 contract as provided in subsection (c) of this Section) and
15 other professional workers may be employed by one district,
16 which shall be reimbursed on a mutually agreed basis by other

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

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

1 withdrawal takes effect as provided in Section 7-9 of this Act.
2 The changes to this Section made by Public Act 96-769 apply to
3 all changes to special education joint agreement membership
4 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 board
22 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 extended
5 for an additional one-year or multi-year period at the end of
6 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 writing
11 stating the specific reason therefor. Notice of intent not to
12 renew the contract must be given by the controlling board or
13 the administrative district at least 90 days before the
14 contract expires. Failure to do so will automatically extend
15 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 resolution
11 of the board of education of the issuing district. The
12 resolution may contain such covenants as may be deemed
13 necessary or advisable by the district to assure the payment of
14 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 of
19 the board of education, to be jointly and severally liable for
20 the payment of the bonds and notes. The bonds or notes shall be
21 payable solely and only from the payments made pursuant to such
22 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 continue
10 to send such students during the strike and shall be eligible
11 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 act
15 in accordance with the joint agreement, the governing board
16 shall have, in addition to its other powers under this Section,
17 the authority to issue bonds or notes for the purposes and in
18 the manner provided in this subsection. The governing board of
19 the joint agreement may from time to time borrow money and, in
20 evidence of its obligation to repay the borrowing, issue its
21 negotiable bonds or notes for the purpose of acquiring,
22 constructing, altering, repairing, enlarging and equipping any
23 building or portion thereof, together with any land or interest
24 therein, necessary to provide special educational facilities
25 and services as defined in Section 14-1.08 and including also
26 facilities for activities of administration and educational

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

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

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

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

26 As long as any bonds or notes are outstanding and unpaid,

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

8 (g) A member district wishing to withdraw from a joint
9 agreement may obtain from its school board a written resolution
10 approving the withdrawal. The withdrawing district must then
11 present a written petition for withdrawal from the joint
12 agreement to the other member districts within such timelines
13 designated by the joint agreement. A member district wishing to
14 withdraw from a joint agreement under this subsection (g) must
15 present to its school board and the other member districts
16 evidence that it has a comprehensive plan, including a full
17 continuum of support and services, for meeting the needs of all
18 students with disabilities. Upon approval by school board
19 written resolution of all of the remaining member districts,
20 the petitioning member district shall be withdrawn from the
21 joint agreement effective the following July 1 and shall notify
22 the State Board of Education of the approved withdrawal in
23 writing. If the petition for withdrawal is not approved and the
24 petitioning member district is a part of a Class II county
25 school unit outside of a city of 500,000 or more inhabitants,
26 the petitioning member district may appeal the disapproval

1 decision to the trustees of schools of the township that has
2 jurisdiction and authority over the withdrawing district. If a
3 withdrawing district is not under the jurisdiction and
4 authority of the trustees of schools of a township, a hearing
5 panel shall be established by the chief administrative officer
6 of the intermediate service center having jurisdiction over the
7 withdrawing district. The hearing panel shall be made up of 3
8 persons who have a demonstrated interest and background in
9 education. Each hearing panel member must reside within an
10 educational service region of 2,000,000 or more inhabitants but
11 not within the withdrawing district and may not be a current
12 school board member or employee of the withdrawing district or
13 hold any county office. None of the hearing panel members may
14 reside within the same school district. The hearing panel shall
15 serve without remuneration; however, the necessary expenses,
16 including travel, attendant upon any meeting or hearing in
17 relation to these proceedings must be paid. If the trustees of
18 schools of the township having jurisdiction and authority over
19 the withdrawing district or the hearing panel established by
20 the chief administrative officer of the intermediate service
21 center having jurisdiction over the withdrawing district
22 approves the petition for withdrawal, then the petitioning
23 member district shall be withdrawn from the joint agreement
24 effective the following July 1 and shall notify the State Board
25 of Education of the approved withdrawal in writing.

26 (g-5) This subsection (g-5) applies to school districts

1 located in whole or part in a county with a population
2 exceeding 5,000,000 inhabitants and joint agreements involved
3 in a withdrawal under subsection (g) of this Section effective
4 on July 1, 2018. A student attending a school under a joint
5 agreement program in the school year immediately prior to the
6 effective date of the school district withdrawing from the
7 agreement shall be permitted to remain placed in the joint
8 agreement program if the student is a resident of the
9 withdrawing school district, the joint agreement maintains the
10 program, the student's individualized education program team
11 makes a determination that the program is the most appropriate
12 program to meet the student's needs, and the student remains
13 age appropriate for the program. A student shall be permitted
14 to attend the joint agreement program under this subsection
15 (g-5) regardless of whether the joint agreement bylaws prohibit
16 attendance from non-member district students. If a student from
17 the withdrawing district attends the joint agreement's
18 program, the withdrawing district shall be responsible for the
19 per capita cost of the student's attendance as calculated under
20 Section 14-7.01 of this Code and transportation of the student
21 to the joint agreement's program. This subsection (g-5) does
22 not apply to any student who moves outside of the boundaries of
23 a school district that is or was a member of a special
24 education joint agreement involved in a withdrawal effective on
25 July 1, 2018. No interpretations or precedent for future
26 actions with other joint agreements or school districts may be

1 taken as a result of this subsection (g-5). This subsection
2 (g-5) is inoperative on and after July 1, 2026.

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

7 (i) Notwithstanding subsections (a), (g), and (h) of this
8 Section or any other provision of this Code to the contrary, an
9 elementary school district that maintains grades up to and
10 including grade 8, that had a 2014-2015 best 3 months' average
11 daily attendance of 5,209.57, and that had a 2014 equalized
12 assessed valuation of at least \$451,500,000, but not more than
13 \$452,000,000, may withdraw from its special education joint
14 agreement program consisting of 6 school districts upon
15 submission and approval of the comprehensive plan, in
16 compliance with the applicable requirements of Section 14-4.01
17 of this Code, in addition to the approval by the school board
18 of the elementary school district and notification to and the
19 filing of an intent to withdraw statement with the governing
20 board of the joint agreement program. Such notification and
21 statement shall specify the effective date of the withdrawal,
22 which in no case shall be less than 60 days after the date of
23 the filing of the notification and statement. Upon receipt of
24 the notification and statement, the governing board of the
25 joint agreement program shall distribute a copy to each member
26 district of the joint agreement and shall initiate any

1 appropriate allocation of assets and liabilities among the
2 remaining member districts to take effect upon the date of the
3 withdrawal. The withdrawal shall take effect upon the date
4 specified in the notification and statement.

5 (Source: P.A. 99-729, eff. 8-5-16; 100-66, eff. 8-11-17.)

6 Section 99. Effective date. This Act takes effect upon
7 becoming law.".