



Rep. Robert Martwick

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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 for educating a wide  
17 range of students with disabilities, including a full continuum  
18 of support and services, and that it has an appropriate plan  
19 for educating all currently enrolled students with  
20 disabilities upon withdrawal from the joint agreement. Upon  
21 approval by school board written resolution of all of the  
22 remaining member districts, the petitioning member district  
23 shall be withdrawn from the joint agreement effective the  
24 following July 1 and shall notify the State Board of Education  
25 of the approved withdrawal in writing. If the petition for  
26 withdrawal is not approved and the petitioning member district

1 is a part of a Class II county school unit outside of a city of  
2 500,000 or more inhabitants, the petitioning member district  
3 may appeal the disapproval decision to the trustees of schools  
4 of the township that has jurisdiction and authority over the  
5 withdrawing district. If a withdrawing district is not under  
6 the jurisdiction and authority of the trustees of schools of a  
7 township, a hearing panel shall be established by the chief  
8 administrative officer of the intermediate service center  
9 having jurisdiction over the withdrawing district. The hearing  
10 panel shall be made up of 3 persons who have a demonstrated  
11 interest and background in education. Each hearing panel member  
12 must reside within an educational service region of 2,000,000  
13 or more inhabitants but not within the withdrawing district and  
14 may not be a current school board member or employee of the  
15 withdrawing district or hold any county office. None of the  
16 hearing panel members may reside within the same school  
17 district. The hearing panel shall serve without remuneration;  
18 however, the necessary expenses, including travel, attendant  
19 upon any meeting or hearing in relation to these proceedings  
20 must be paid. If the trustees of schools of the township having  
21 jurisdiction and authority over the withdrawing district or the  
22 hearing panel established by the chief administrative officer  
23 of the intermediate service center having jurisdiction over the  
24 withdrawing district approves the petition for withdrawal,  
25 then the petitioning member district shall be withdrawn from  
26 the joint agreement effective the following July 1 and shall

1 notify the State Board of Education of the approved withdrawal  
2 in writing.

3 (g-5) This subsection (g-5) applies to school districts  
4 located in whole or part in a county with a population  
5 exceeding 5,000,000 inhabitants and joint agreements involved  
6 in a withdrawal under subsection (g) of this Section effective  
7 on July 1, 2018. A student attending a school under a joint  
8 agreement program in the school year immediately prior to the  
9 effective date of the school district withdrawing from the  
10 agreement shall be permitted to remain placed in the joint  
11 agreement program if the student is a resident of the  
12 withdrawing school district, the joint agreement maintains the  
13 program, the student's individualized education program team  
14 makes a determination that the program is the most appropriate  
15 program to meet the student's needs, and the student remains  
16 age appropriate for the program. A student shall be permitted  
17 to attend the joint agreement program under this subsection  
18 (g-5) regardless of whether the joint agreement bylaws prohibit  
19 attendance from non-member district students. If a student from  
20 the withdrawing district attends the joint agreement's  
21 program, the withdrawing district shall be responsible for the  
22 per capita cost of the student's attendance as calculated under  
23 Section 14-7.01 of this Code, plus a per student share of fees  
24 that would have been paid to the joint agreement for membership  
25 and administrative costs associated with educating the student  
26 in the joint agreement's program, and transportation of the

1 student to the joint agreement's program. For purposes of this  
2 subsection (g-5), the per student share of fees that would have  
3 been paid to the joint agreement for membership and  
4 administrative costs associated with educating a student in the  
5 joint agreement's program shall be negotiated between the  
6 withdrawing school district and the joint agreement program no  
7 later than August 1, 2018. If the withdrawing school district  
8 and the joint agreement program fail to come to a negotiated  
9 agreement on or before August 1, 2018, the State Board of  
10 Education shall determine the per student share of fees at its  
11 next regularly scheduled meeting. This subsection (g-5) does  
12 not apply to any student who moves outside of the boundaries of  
13 a school district that is or was a member of a special  
14 education joint agreement involved in a withdrawal effective on  
15 July 1, 2018. No interpretations or precedent for future  
16 actions with other joint agreements or school districts may be  
17 taken as a result of this subsection (g-5). This subsection  
18 (g-5) is inoperative on and after July 1, 2026.

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

23 (i) Notwithstanding subsections (a), (g), and (h) of this  
24 Section or any other provision of this Code to the contrary, an  
25 elementary school district that maintains grades up to and  
26 including grade 8, that had a 2014-2015 best 3 months' average

1 daily attendance of 5,209.57, and that had a 2014 equalized  
2 assessed valuation of at least \$451,500,000, but not more than  
3 \$452,000,000, may withdraw from its special education joint  
4 agreement program consisting of 6 school districts upon  
5 submission and approval of the comprehensive plan, in  
6 compliance with the applicable requirements of Section 14-4.01  
7 of this Code, in addition to the approval by the school board  
8 of the elementary school district and notification to and the  
9 filing of an intent to withdraw statement with the governing  
10 board of the joint agreement program. Such notification and  
11 statement shall specify the effective date of the withdrawal,  
12 which in no case shall be less than 60 days after the date of  
13 the filing of the notification and statement. Upon receipt of  
14 the notification and statement, the governing board of the  
15 joint agreement program shall distribute a copy to each member  
16 district of the joint agreement and shall initiate any  
17 appropriate allocation of assets and liabilities among the  
18 remaining member districts to take effect upon the date of the  
19 withdrawal. The withdrawal shall take effect upon the date  
20 specified in the notification and statement.

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

22 Section 99. Effective date. This Act takes effect upon  
23 becoming law."