

SB2895



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

SB2895

Introduced 1/24/2024, by Sen. Laura Fine

SYNOPSIS AS INTRODUCED:

105 ILCS 5/10-22.31

from Ch. 122, par. 10-22.31

Amends the School Code. Allows an elementary school district to withdraw from its special education joint agreement program if the district (i) maintains grades up to and including grade 8, (ii) had a 2022-2023 best 3 months' average daily attendance of 4,013, and (iii) had a 2022 equalized assessed valuation of at least \$2,927,750,000, but not more than \$2,927,760,000, and the special education joint agreement consists of 18 school districts. Requires approval by the school board and notification to and the filing of an intent to withdraw statement with the governing board of the joint agreement program. Sets forth provisions concerning the notification and statement, the allocation of assets and liabilities, and the effective date of the withdrawal.

LRB103 35227 JAG 65214 b

A BILL FOR

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. Such agreement may be
10 amended at any time as provided in the joint agreement or, if
11 the joint agreement does not so provide, then such agreement
12 may be amended at any time upon the adoption of concurring
13 resolutions by the school boards of all member districts,
14 provided that no later than 6 months after August 28, 2009 (the
15 effective date of Public Act 96-783), all existing agreements
16 shall be amended to be consistent with Public Act 96-783. Such
17 an amendment may include the removal of a school district from
18 or the addition of a school district to the joint agreement
19 without a petition as otherwise required in this Section if
20 all member districts adopt concurring resolutions to that
21 effect. A fully executed copy of any such agreement or
22 amendment entered into on or after January 1, 1989 shall be
23 filed with the State Board of Education. Petitions for
24 withdrawal shall be made to the regional board or boards of
25 school trustees exercising oversight or governance over any of
26 the districts in the joint agreement. Upon receipt of a

1 petition for withdrawal, the regional board of school trustees
2 shall publish notice of and conduct a hearing or, in instances
3 in which more than one regional board of school trustees
4 exercises oversight or governance over any of the districts in
5 the joint agreement, a joint hearing, in accordance with rules
6 adopted by the State Board of Education. In instances in which
7 a single regional board of school trustees holds the hearing,
8 approval of the petition must be by a two-thirds majority vote
9 of the school trustees. In instances in which a joint hearing
10 of 2 or more regional boards of school trustees is required,
11 approval of the petition must be by a two-thirds majority of
12 all those school trustees present and voting. Notwithstanding
13 the provisions of Article 6 of this Code, in instances in which
14 the competent regional board or boards of school trustees has
15 been abolished, petitions for withdrawal shall be made to the
16 school boards of those districts that fall under the oversight
17 or governance of the abolished regional board of school
18 trustees in accordance with rules adopted by the State Board
19 of Education. If any petition is approved pursuant to this
20 subsection (a), the withdrawal takes effect as provided in
21 Section 7-9 of this Act. The changes to this Section made by
22 Public Act 96-769 apply to all changes to special education
23 joint agreement membership initiated after July 1, 2009.

24 (b) To either (1) designate an administrative district to
25 act as fiscal and legal agent for the districts that are
26 parties to the joint agreement, or (2) designate a governing

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

19 (c) To employ a full-time director of special education of
20 the joint agreement program under a one-year or multi-year
21 contract. No such contract can be offered or accepted for less
22 than one year. Such contract may be discontinued at any time by
23 mutual agreement of the contracting parties, or may be
24 extended for an additional one-year or multi-year period at
25 the end of any year.

26 The contract year is July 1 through the following June

1 30th, unless the contract specifically provides otherwise.
2 Notice of intent not to renew a contract when given by a
3 controlling board or administrative district must be in
4 writing stating the specific reason therefor. Notice of intent
5 not to renew the contract must be given by the controlling
6 board or the administrative district at least 90 days before
7 the contract expires. Failure to do so will automatically
8 extend the contract for one additional year.

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

14 (d) To designate a district that is a party to the joint
15 agreement as the issuer of bonds or notes for the purposes and
16 in the manner provided in this Section. It is not necessary for
17 such district to also be the administrative district for the
18 joint agreement, nor is it necessary for the same district to
19 be designated as the issuer of all series of bonds or notes
20 issued hereunder. Any district so designated may, from time to
21 time, borrow money and, in evidence of its obligation to repay
22 the borrowing, issue its negotiable bonds or notes for the
23 purpose of acquiring, constructing, altering, repairing,
24 enlarging and equipping any building or portion thereof,
25 together with any land or interest therein, necessary to
26 provide special educational facilities and services as defined

1 in Section 14-1.08. Title in and to any such facilities shall
2 be held in accordance with the joint agreement.

3 Any such bonds or notes shall be authorized by a
4 resolution of the board of education of the issuing district.
5 The resolution may contain such covenants as may be deemed
6 necessary or advisable by the district to assure the payment
7 of the bonds or notes. The resolution shall be effective
8 immediately upon its adoption.

9 Prior to the issuance of such bonds or notes, each school
10 district that is a party to the joint agreement shall agree,
11 whether by amendment to the joint agreement or by resolution
12 of the board of education, to be jointly and severally liable
13 for the payment of the bonds and notes. The bonds or notes
14 shall be payable solely and only from the payments made
15 pursuant to such agreement.

16 Neither the bonds or notes nor the obligation to pay the
17 bonds or notes under any joint agreement shall constitute an
18 indebtedness of any district, including the issuing district,
19 within the meaning of any constitutional or statutory
20 limitation.

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

25 (e) If a district whose employees are on strike was, prior
26 to the strike, sending students with disabilities to special

1 educational facilities and services in another district or
2 cooperative, the district affected by the strike shall
3 continue to send such students during the strike and shall be
4 eligible to receive appropriate State reimbursement.

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

23 Any such bonds or notes shall be authorized by a
24 resolution of the governing board. The resolution may contain
25 such covenants as may be deemed necessary or advisable by the
26 governing board to assure the payment of the bonds or notes and

1 interest accruing thereon. The resolution shall be effective
2 immediately upon its adoption.

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

1 from the funds made available pursuant to the procedures set
2 forth in this subsection. No project authorized under this
3 subsection may require an annual contribution for bond
4 payments from any member district in excess of 0.15% of the
5 value of taxable property as equalized or assessed by the
6 Department of Revenue in the case of districts maintaining
7 grades K-8 or 9-12 and 0.30% of the value of taxable property
8 as equalized or assessed by the Department of Revenue in the
9 case of districts maintaining grades K-12. This limitation on
10 taxing authority is expressly applicable to taxing authority
11 provided under Section 17-9 and other applicable Sections of
12 this Act. Nothing contained in this subsection shall be
13 construed as an exception to the property tax limitations
14 contained in Section 17-2, 17-2.2a, 17-5, or any other
15 applicable Section of this Act.

16 Neither the bonds or notes nor the obligation to pay the
17 bonds or notes under any joint agreement shall constitute an
18 indebtedness of any district within the meaning of any
19 constitutional or statutory limitation.

20 As long as any bonds or notes are outstanding and unpaid,
21 the obligation of a district to pay its proportionate share of
22 the principal of and interest on the bonds and notes as
23 required in this Section shall be a general obligation of the
24 district payable from any and all sources of revenue
25 designated for that purpose by the board of education of the
26 district and shall be irrevocable notwithstanding the

1 district's withdrawal from membership in the joint special
2 education program.

3 (g) A member district wishing to withdraw from a joint
4 agreement may obtain from its school board a written
5 resolution approving the withdrawal. The withdrawing district
6 must then present a written petition for withdrawal from the
7 joint agreement to the other member districts. Under no
8 circumstances may the petition be presented to the other
9 member districts less than 12 months from the date of the
10 proposed withdrawal, unless the member districts agree to
11 waive this timeline. Upon approval by school board written
12 resolution of all of the remaining member districts, the
13 petitioning member district shall notify the State Board of
14 Education of the approved withdrawal in writing and must
15 submit a comprehensive plan developed under subsection (g-5)
16 for review by the State Board. If the petition for withdrawal
17 is not approved, the petitioning member district may appeal
18 the disapproval decision to the trustees of schools of the
19 township that has jurisdiction and authority over the
20 withdrawing district. If a withdrawing district is not under
21 the jurisdiction and authority of the trustees of schools of a
22 township, a hearing panel shall be established by the chief
23 administrative officer of the intermediate service center
24 having jurisdiction over the withdrawing district. The hearing
25 panel shall be made up of 3 persons who have a demonstrated
26 interest and background in education. Each hearing panel

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

1 provide a full continuum of services and support to all its
2 students with disabilities in the foreseeable future. If the
3 trustees of schools of the township having jurisdiction and
4 authority over the withdrawing district or the hearing panel
5 established by the chief administrative officer of the
6 intermediate service center having jurisdiction over the
7 withdrawing district approves the petition for withdrawal,
8 then the petitioning member district shall be withdrawn from
9 the joint agreement effective the following July 1 and shall
10 notify the State Board of Education of the approved withdrawal
11 in writing.

12 (g-5) Each withdrawing district shall develop a
13 comprehensive plan that includes the administrative policies
14 and procedures outlined in Sections 226.50, 226.100, 226.110,
15 226.180, 226.230, 226.250, 226.260, 226.300, 226.310, 226.320,
16 226.330, 226.340, 226.350, 226.500, 226.520, 226.530, 226.540,
17 226.560, 226.700, 226.740, 226.800, and 226.820 and Subpart G
18 of Part 226 of Title 23 of the Illinois Administrative Code and
19 all relevant portions of the federal Individuals with
20 Disabilities Education Act. The withdrawing district must also
21 demonstrate its ability to provide education for a wide range
22 of students with disabilities, including a full continuum of
23 support and services. To demonstrate an appropriate plan for
24 educating all currently enrolled students with disabilities
25 upon withdrawal from the joint agreement, the withdrawing
26 district must provide a written plan for educating and placing

1 all currently eligible students with disabilities.

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

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

1 remaining member districts to take effect upon the date of the
2 withdrawal. The withdrawal shall take effect upon the date
3 specified in the notification and statement.

4 (j) Notwithstanding subsections (a), (g), and (h) of this
5 Section or any other provision of this Code to the contrary, an
6 elementary school district that maintains grades up to and
7 including grade 8, that had a 2022-2023 best 3 months' average
8 daily attendance of 4,013, and that had a 2022 equalized
9 assessed valuation of at least \$2,927,750,000, but not more
10 than \$2,927,760,000, may withdraw from its special education
11 joint agreement program consisting of 18 school districts upon
12 submission and approval of the comprehensive plan, in
13 compliance with the applicable requirements of Section 14-4.01
14 of this Code, in addition to the approval by the school board
15 of the elementary school district and notification to and the
16 filing of an intent to withdraw statement with the governing
17 board of the joint agreement program. Such notification and
18 statement shall specify the effective date of the withdrawal,
19 which in no case shall be less than 60 days after the date of
20 the filing of the notification and statement. Upon receipt of
21 the notification and statement, the governing board of the
22 joint agreement program shall distribute a copy to each member
23 district of the joint agreement and shall initiate any
24 appropriate allocation of assets and liabilities among the
25 remaining member districts to take effect upon the date of the
26 withdrawal. The withdrawal shall take effect upon the date

1 specified in the notification and statement.

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