

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 any other provision of law, for any  
5 member district entering into, amending, renewing, or  
6 withdrawing from a joint agreement after the effective date of  
7 this amendatory Act of the 104th General Assembly, the  
8 following criteria shall be met:

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

17 (2) A member district that intends to withdraw from a  
18 joint agreement shall adopt a comprehensive plan in  
19 accordance with subsection (g-5). The plan shall be  
20 submitted to the member district's regional office of  
21 education or intermediate service center, whichever is  
22 applicable, and shall be accompanied by evidence of the  
23 public hearing conducted under paragraph (1) of this  
24 subsection (j) and a copy of the approved resolution to  
25 withdraw.

26 (3) Upon the receipt of a member district's

1 comprehensive plan under paragraph (2) of this subsection  
2 (j), the regional superintendent of schools or the  
3 executive director of the intermediate service center,  
4 whichever is applicable, shall ensure the following  
5 criteria are met:

6 (A) notice of withdrawal was provided to all  
7 member districts;

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

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

13 (D) a comprehensive plan for the withdrawing  
14 member district that complies with subsection (g-5) is  
15 in place.

16 Upon certification that the criteria in this paragraph  
17 (3) have been satisfied, the regional superintendent of  
18 schools or the executive director of the intermediate  
19 service center shall notify the State Board of Education  
20 and the other member districts of the joint agreement of  
21 his or her approval of the member district's withdrawal.

22 If any of the criteria in items (A) through (D) of this  
23 paragraph (3) have not been satisfied, the regional  
24 superintendent of schools or the executive director of the  
25 intermediate service center shall notify the withdrawing  
26 member district of the outstanding criteria to be

1 satisfied and the process for resubmission of the member  
2 district's withdrawal plan.

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

16 (5) A joint agreement shall include a requirement for  
17 an annual presentation of the joint agreement's fiscal  
18 year budget and the calculation of member and usage fees  
19 to all member districts.

20 A school district that meets all of the requirements of  
21 this subsection (j) shall be withdrawn from the joint  
22 agreement on the date that the school district specifies in  
23 both the notice sent to other school districts pursuant to the  
24 joint agreement and the resolution passed by the board as long  
25 as the notice was given at least 18 months before, as specified  
26 in paragraph (1) of this subsection (j), the date specified.



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