



Sen. Sue Rezin

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LRB100 18809 AXK 36416 a

1 AMENDMENT TO SENATE BILL 3418

2 AMENDMENT NO. _____. Amend Senate Bill 3418 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by changing Section
5 10-21.4 as follows:

6 (105 ILCS 5/10-21.4) (from Ch. 122, par. 10-21.4)

7 Sec. 10-21.4. Superintendent - Duties.

8 (a) Except in districts in which there is only one school
9 with fewer than 4 teachers, to employ a superintendent or share
10 the services of a superintendent as otherwise provided in this
11 Section, who shall have charge of the administration of the
12 schools under the direction of the board of education. However,
13 in any school district that has boundaries that lie in 3
14 counties, one county of which has a population exceeding
15 1,000,000 inhabitants, that has an enrollment of more than
16 35,000 students, and that has on staff properly licensed

1 assistant superintendents or directors in the areas of
2 instruction, finance, special education, assessments, and
3 career and technology education, the school board may instead,
4 by a vote of a majority of its full membership, appoint a chief
5 executive officer to serve as its superintendent, who shall be
6 a person of recognized administrative ability and management
7 experience, hold a master's degree, have been employed with the
8 school district for a minimum of 5 years in an administrative
9 capacity, be responsible for the management of the district,
10 and have all other powers and duties of a superintendent as set
11 forth in this Code, but who shall be exempt from the provisions
12 and requirements of Section 21B-15 of this Code for a period of
13 5 years.

14 (b) A school board shall, upon passage of a referendum as
15 provided in subsection (c) of this Section after submission of
16 a petition signed by no less than 8% of the school district's
17 voters in the last consolidated election, or may, by
18 resolution, enter into a joint agreement with other school
19 boards to share the services of a superintendent or other
20 administrator. Each school board involved in the joint
21 agreement must agree to the joint agreement by resolution or by
22 passage of a referendum. The agreement must include the amount
23 that each school board shall contribute to the salary of the
24 superintendent or other administrator. The superintendent or
25 other administrator may be employed by one school board, which
26 shall be reimbursed on a mutually agreed-to basis with other

1 school boards that are parties to the joint agreement. The
2 joint agreement may be amended at any time as provided in the
3 joint agreement or, if the joint agreement does not so provide,
4 the agreement may be amended at any time upon the adoption of a
5 resolution (if the original joint agreement was entered into
6 upon adoption of a resolution) or the passage of a referendum
7 (if the original joint agreement was entered into upon passage
8 of a referendum) in all member school districts. A fully
9 executed copy of the joint agreement shall be filed with the
10 State Board of Education.

11 (c) A petition to enter into a joint agreement under
12 subsection (b) of this Section shall be filed with the
13 applicable election authority, as defined in Section 1-3 of the
14 Election Code, or, in the case of multiple election
15 authorities, with the State Board of Elections no more than 10
16 months and no less than 6 months prior to the election at which
17 the question is to be submitted to the voters, and its validity
18 shall be determined as provided by Article 28 of the Election
19 Code. The election authority or Board, as applicable, shall
20 certify the question and the proper election authority or
21 authorities shall submit the question to the voters. Except as
22 otherwise provided in this Section, this referendum shall be
23 subject to all other general election law requirements. The
24 proposition shall be in substantially the following form:

25 Shall the (school district) enter into a joint
26 agreement with (other school district or districts) to

1 share the services of a (superintendent or other
2 administrator)?

3 Votes shall be recorded as "Yes" or "No".

4 If a majority of all votes cast on the proposition are in
5 favor of the proposition or the school board adopts a
6 resolution in all affected school districts, the school boards
7 shall enter into a joint agreement.

8 (d) A school district wishing to withdraw from a joint
9 agreement under this Section shall obtain from its school board
10 a written resolution approving the withdrawal if the school
11 district entered into the joint agreement by resolution. The
12 withdrawing school district must present a written petition for
13 withdrawal from the joint agreement to the other member school
14 districts within the timelines designated by the joint
15 agreement. Upon approval of the petition by all of the
16 remaining member school districts, the petitioning school
17 district shall be withdrawn from the joint agreement effective
18 the following July 1 and shall provide the State Board of
19 Education written notification of the approved withdrawal. If
20 the petition for withdrawal is not approved and the petitioning
21 school district is a part of a Class II county school unit
22 outside of a city with 500,000 or more inhabitants, the
23 petitioning school district may appeal the disapproval
24 decision to the regional board of school trustees of the
25 township that has jurisdiction and authority over the
26 withdrawing school district. If a school district is not under

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

24 (e) A school district wishing to withdraw from a joint
25 agreement under this Section shall submit to the voters of the
26 district at the next consolidated election the question of

1 whether the school district shall withdraw from the joint
2 agreement if the school district entered into the joint
3 agreement by a referendum vote. In addition, the question shall
4 be submitted to the voters of the district at the next
5 consolidated election upon submission of a petition signed by
6 no less than 8% of the district's voters in the last
7 consolidated election. The petition or other school board
8 action shall be filed with the applicable election authority,
9 as defined in Section 1-3 of the Election Code, or, in the case
10 of multiple election authorities, with the State Board of
11 Elections no more than 10 months and no less than 6 months
12 prior to the election at which the question is to be submitted
13 to the voters, and its validity shall be determined as provided
14 by Article 28 of the Election Code. The election authority or
15 Board, as applicable, shall certify the question and the proper
16 election authority or authorities shall submit the question to
17 the voters. Except as otherwise provided in this Section, this
18 referendum shall be subject to all other general election law
19 requirements. The proposition shall be in substantially the
20 following form:

21 Shall the (school district) withdraw from the joint
22 agreement with (other school district or districts) and
23 cease sharing the services of a (superintendent or other
24 administrator)?

25 Votes shall be recorded as "Yes" or "No".

26 If a majority of all votes cast on the proposition are in

1 favor of the proposition, the school district shall be
2 withdrawn from the joint agreement effective the following July
3 1 and shall provide the State Board of Education written
4 notification of the approved withdrawal.

5 (f) In addition to the administrative duties, the
6 superintendent shall make recommendations to the board
7 concerning the budget, building plans, the locations of sites,
8 the selection, retention and dismissal of teachers and all
9 other employees, the selection of textbooks, instructional
10 material and courses of study. However, in districts under a
11 Financial Oversight Panel pursuant to Section 1A-8 for
12 violating a financial plan, the duties and responsibilities of
13 the superintendent in relation to the financial and business
14 operations of the district shall be approved by the Panel. In
15 the event the Board refuses or fails to follow a directive or
16 comply with an information request of the Panel, the
17 performance of those duties shall be subject to the direction
18 of the Panel. The superintendent shall also notify the State
19 Board of Education, the board and the chief administrative
20 official, other than the alleged perpetrator himself, in the
21 school where the alleged perpetrator serves, that any person
22 who is employed in a school or otherwise comes into frequent
23 contact with children in the school has been named as a
24 perpetrator in an indicated report filed pursuant to the Abused
25 and Neglected Child Reporting Act, approved June 26, 1975, as
26 amended. The superintendent shall keep or cause to be kept the

1 records and accounts as directed and required by the board, aid
2 in making reports required by the board, and perform such other
3 duties as the board may delegate to him.

4 In addition, each year at a time designated by the State
5 Superintendent of Education, each superintendent shall report
6 to the State Board of Education the number of high school
7 students in the district who are enrolled in accredited courses
8 (for which high school credit will be awarded upon successful
9 completion of the courses) at any community college, together
10 with the name and number of the course or courses which each
11 such student is taking.

12 (g) The provisions of this Section shall also apply to
13 board of director districts.

14 (h) Notice of intent not to renew a contract must be given
15 in writing stating the specific reason therefor by April 1 of
16 the contract year unless the contract specifically provides
17 otherwise. Failure to do so will automatically extend the
18 contract for an additional year. Within 10 days after receipt
19 of notice of intent not to renew a contract, the superintendent
20 may request a closed session hearing on the dismissal. At the
21 hearing the superintendent has the privilege of presenting
22 evidence, witnesses and defenses on the grounds for dismissal.
23 The provisions of this paragraph shall not apply to a district
24 under a Financial Oversight Panel pursuant to Section 1A-8 for
25 violating a financial plan.

26 (Source: P.A. 99-846, eff. 6-1-17.)".