



Sen. Deanna Demuzio

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LRB095 15741 NHT 47958 a

1 AMENDMENT TO SENATE BILL 2379

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 2379 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 through 14-1.07. The director (who may be employed  
14 under a ~~multi-year~~ contract as provided in subsection (c) of  
15 this Section) and other professional workers may be employed by  
16 one district, which shall be reimbursed on a mutually agreed

1 basis by other districts that are parties to the joint  
2 agreement. Such agreements may provide that one district may  
3 supply professional workers for a joint program conducted in  
4 another district. Such agreement shall provide that any  
5 full-time school psychologist who is employed by a joint  
6 agreement program and spends over 50% of his or her time in one  
7 school district shall not be required to work a different  
8 teaching schedule than the other school psychologists in that  
9 district. Such agreement shall include, but not be limited to,  
10 provisions for administration, staff, programs, financing,  
11 housing, transportation, an advisory body, and the withdrawal  
12 of districts from the joint agreement. Except as otherwise  
13 provided in this Section and Section 10-22.31.1, the withdrawal  
14 of districts from the joint agreement shall be by petition to  
15 the regional board of school trustees. Such agreement may be  
16 amended at any time as provided in the joint agreement or, if  
17 the joint agreement does not so provide, then such agreement  
18 may be amended at any time upon the adoption of concurring  
19 resolutions by the school boards of all member districts. Such  
20 an amendment may include the removal of a school district from  
21 or the addition of a school district to the joint agreement  
22 without a petition as otherwise required in this Section if all  
23 member districts adopt concurring resolutions to that effect. A  
24 fully executed copy of any such agreement or amendment entered  
25 into on or after January 1, 1989 shall be filed with the State  
26 Board of Education. Petitions ~~Such petitions~~ for withdrawal

1 shall be made to the regional board or boards of school  
2 trustees exercising oversight or governance over any ~~of all~~  
3 ~~counties having jurisdiction over one or more~~ of the districts  
4 in the joint agreement. Upon receipt of a petition for  
5 withdrawal, the regional board ~~boards~~ of school trustees ~~having~~  
6 ~~jurisdiction over the cooperating districts~~ shall publish  
7 notice of and conduct a ~~joint~~ hearing or, in instances in which  
8 more than one regional board of school trustees exercises  
9 oversight or governance over any of the districts in the joint  
10 agreement, a joint hearing, in accordance with rules adopted by  
11 the State Board of Education. In instances in which a single  
12 regional board of school trustees holds the hearing, approval  
13 of the petition must be by a two-thirds majority vote of the  
14 school trustees. In instances in which a joint hearing of 2 or  
15 more regional boards of school trustees is required, approval  
16 of the petition must be by a two-thirds majority of all those  
17 school trustees present and voting. Notwithstanding the  
18 provisions of Article 6 of this Code, in instances in which the  
19 competent regional board or boards of school trustees has been  
20 abolished, petitions for withdrawal shall be made to the school  
21 boards of those districts that fall under the oversight or  
22 governance of the abolished regional board of school trustees  
23 in accordance with rules adopted by the State Board of  
24 Education on the issue as provided in Section 7-6. No such  
25 ~~petition may be considered, however, unless in compliance with~~  
26 ~~Section 7-8.~~ If any petition is approved pursuant to this

1 subsection (a) by a 2/3 vote of all trustees of those regional  
2 boards, at a joint meeting, the withdrawal takes effect as  
3 provided in Section 7-9 of this Act. The changes to this  
4 Section made by this amendatory Act of the 95th General  
5 Assembly apply to all changes to special education joint  
6 agreement membership initiated after July 1, 2008.

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

1 superintendents from the cooperating districts.

2 (c) To employ a director of a joint agreement program under  
3 a one-year or multi-year contract. No such contract can be  
4 offered or accepted for less than one year or more than 3  
5 years, except for a person serving as a director of a special  
6 education joint agreement for the first time in Illinois. In  
7 such a case, the initial contract shall be for a 2 year period.  
8 Such contract may be discontinued at any time by mutual  
9 agreement of the contracting parties, or may be extended for an  
10 additional 3 years at the end of any year.

11 The contract year is July 1 through the following June  
12 30th, unless the contract specifically provides otherwise.  
13 Notice of intent not to renew a contract when given by a  
14 controlling board or administrative district must be in writing  
15 stating the specific reason therefor. Notice of intent not to  
16 renew the contract must be given by the controlling board or  
17 the administrative district at least 90 days before the  
18 contract expires. Failure to do so will automatically extend  
19 the contract for one additional year.

20 By accepting the terms of the ~~multi-year~~ contract, the  
21 director of a special education joint agreement waives all  
22 rights granted under Sections 24-11 through 24-16 for the  
23 duration of his or her employment as a director of a special  
24 education joint agreement.

25 (d) To designate a district that is a party to the joint  
26 agreement as the issuer of bonds or notes for the purposes and

1 in the manner provided in this Section. It is not necessary for  
2 such district to also be the administrative district for the  
3 joint agreement, nor is it necessary for the same district to  
4 be designated as the issuer of all series of bonds or notes  
5 issued hereunder. Any district so designated may, from time to  
6 time, borrow money and, in evidence of its obligation to repay  
7 the borrowing, issue its negotiable bonds or notes for the  
8 purpose of acquiring, constructing, altering, repairing,  
9 enlarging and equipping any building or portion thereof,  
10 together with any land or interest therein, necessary to  
11 provide special educational facilities and services as defined  
12 in Section 14-1.08. Title in and to any such facilities shall  
13 be held in accordance with the joint agreement.

14 Any such bonds or notes shall be authorized by a resolution  
15 of the board of education of the issuing district. The  
16 resolution may contain such covenants as may be deemed  
17 necessary or advisable by the district to assure the payment of  
18 the bonds or notes. The resolution shall be effective  
19 immediately upon its adoption.

20 Prior to the issuance of such bonds or notes, each school  
21 district that is a party to the joint agreement shall agree,  
22 whether by amendment to the joint agreement or by resolution of  
23 the board of education, to be jointly and severally liable for  
24 the payment of the bonds and notes. The bonds or notes shall be  
25 payable solely and only from the payments made pursuant to such  
26 agreement.

1           Neither the bonds or notes nor the obligation to pay the  
2 bonds or notes under any joint agreement shall constitute an  
3 indebtedness of any district, including the issuing district,  
4 within the meaning of any constitutional or statutory  
5 limitation.

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

10          (e) If a district whose employees are on strike was, prior  
11 to the strike, sending students with disabilities to special  
12 educational facilities and services in another district or  
13 cooperative, the district affected by the strike shall continue  
14 to send such students during the strike and shall be eligible  
15 to receive appropriate State reimbursement.

16          (f) With respect to those joint agreements that have a  
17 governing board composed of one member of the school board of  
18 each cooperating district and designated by those boards to act  
19 in accordance with the joint agreement, the governing board  
20 shall have, in addition to its other powers under this Section,  
21 the authority to issue bonds or notes for the purposes and in  
22 the manner provided in this subsection. The governing board of  
23 the joint agreement may from time to time borrow money and, in  
24 evidence of its obligation to repay the borrowing, issue its  
25 negotiable bonds or notes for the purpose of acquiring,  
26 constructing, altering, repairing, enlarging and equipping any

1 building or portion thereof, together with any land or interest  
2 therein, necessary to provide special educational facilities  
3 and services as defined in Section 14-1.08 and including also  
4 facilities for activities of administration and educational  
5 support personnel employees. Title in and to any such  
6 facilities shall be held in accordance with the joint  
7 agreement.

8 Any such bonds or notes shall be authorized by a resolution  
9 of the governing board. The resolution may contain such  
10 covenants as may be deemed necessary or advisable by the  
11 governing board to assure the payment of the bonds or notes and  
12 interest accruing thereon. The resolution shall be effective  
13 immediately upon its adoption.

14 Each school district that is a party to the joint agreement  
15 shall be automatically liable, by virtue of its membership in  
16 the joint agreement, for its proportionate share of the  
17 principal amount of the bonds and notes plus interest accruing  
18 thereon, as provided in the resolution. Subject to the joint  
19 and several liability hereinafter provided for, the resolution  
20 may provide for different payment schedules for different  
21 districts except that the aggregate amount of scheduled  
22 payments for each district shall be equal to its proportionate  
23 share of the debt service in the bonds or notes based upon the  
24 fraction that its equalized assessed valuation bears to the  
25 total equalized assessed valuation of all the district members  
26 of the joint agreement as adjusted in the manner hereinafter



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

26 Neither the bonds or notes nor the obligation to pay the

1 bonds or notes under any joint agreement shall constitute an  
2 indebtedness of any district within the meaning of any  
3 constitutional or statutory limitation.

4 As long as any bonds or notes are outstanding and unpaid,  
5 the obligation of a district to pay its proportionate share of  
6 the principal of and interest on the bonds and notes as  
7 required in this Section shall be a general obligation of the  
8 district payable from any and all sources of revenue designated  
9 for that purpose by the board of education of the district and  
10 shall be irrevocable notwithstanding the district's withdrawal  
11 from membership in the joint special education program.

12 (Source: P.A. 89-397, eff. 8-20-95; 89-613, eff. 8-9-96;  
13 89-626, eff. 8-9-96; 90-103, eff. 7-11-97; 90-515, eff.  
14 8-22-97; 90-637, eff. 7-24-98; 90-655, eff. 7-30-98.)

15 Section 99. Effective date. This Act takes effect upon  
16 becoming law."