



96TH GENERAL ASSEMBLY

State of Illinois

2009 and 2010

HB0809

Introduced 2/9/2009, by Rep. Mike Fortner

SYNOPSIS AS INTRODUCED:

105 ILCS 5/10-22.31

from Ch. 122, par. 10-22.31

Amends the School Code. In a Section allowing school boards to enter into joint agreements with other school boards with respect to special education matters, provides that an amendment to an agreement may include the removal of a school district from or the addition of a school district to the joint agreement without a petition as otherwise required in the Section if all member districts adopt concurring resolutions to that effect. Makes changes concerning a petition for withdrawal of a district from the joint agreement, including requiring the hearing on the petition to be in accordance with State Board of Education rules and changing how the vote on approval of the petition is determined. Provides that the changes made by the amendatory Act apply to all changes to special education joint agreement membership initiated after July 1, 2009. Provides that the contract of a director of a joint agreement program may not be offered or accepted for less than one year or more than 3 years (instead of for less than or more than 3 years). Effective immediately.

LRB096 07451 NHT 17543 b

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 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
17 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 school psychologist 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 school psychologists 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 withdrawal
5 of districts from the joint agreement. Except as otherwise
6 provided in this Section and Section 10-22.31.1, the withdrawal
7 of districts from the joint agreement shall be by petition to
8 the regional board of school trustees. Such agreement may be
9 amended at any time as provided in the joint agreement or, if
10 the joint agreement does not so provide, then such agreement
11 may be amended at any time upon the adoption of concurring
12 resolutions by the school boards of all member districts. Such
13 an amendment may include the removal of a school district from
14 or the addition of a school district to the joint agreement
15 without a petition as otherwise required in this Section if all
16 member districts adopt concurring resolutions to that effect. A
17 fully executed copy of any such agreement or amendment entered
18 into on or after January 1, 1989 shall be filed with the State
19 Board of Education. Petitions ~~Such petitions~~ for withdrawal
20 shall be made to the regional board or boards of school
21 trustees exercising oversight or governance over any ~~of all~~
22 ~~counties having jurisdiction over one or more~~ of the districts
23 in the joint agreement. Upon receipt of a petition for
24 withdrawal, the regional board ~~boards~~ of school trustees ~~having~~
25 ~~jurisdiction over the cooperating districts~~ shall publish
26 notice of and conduct a ~~joint~~ hearing or, in instances in which

1 more than one regional board of school trustees exercises
2 oversight or governance over any of the districts in the joint
3 agreement, a joint hearing, in accordance with rules adopted by
4 the State Board of Education. In instances in which a single
5 regional board of school trustees holds the hearing, approval
6 of the petition must be by a two-thirds majority vote of the
7 school trustees. In instances in which a joint hearing of 2 or
8 more regional boards of school trustees is required, approval
9 of the petition must be by a two-thirds majority of all those
10 school trustees present and voting. Notwithstanding the
11 provisions of Article 6 of this Code, in instances in which the
12 competent regional board or boards of school trustees has been
13 abolished, petitions for withdrawal shall be made to the school
14 boards of those districts that fall under the oversight or
15 governance of the abolished regional board of school trustees
16 in accordance with rules adopted by the State Board of
17 Education ~~on the issue as provided in Section 7-6. No such~~
18 ~~petition may be considered, however, unless in compliance with~~
19 ~~Section 7-8.~~ If any petition is approved pursuant to this
20 subsection (a) by a 2/3 vote of all trustees of these regional
21 boards, at a joint meeting, the withdrawal takes effect as
22 provided in Section 7-9 of this Act. The changes to this
23 Section made by this amendatory Act of the 96th General
24 Assembly apply to all changes to special education joint
25 agreement membership initiated after July 1, 2009.

26 (b) To either (1) designate an administrative district to

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

21 (c) To employ a director of a joint agreement program under
22 a one-year or multi-year contract. No such contract can be
23 offered or accepted for less than one year or more than 3
24 years, except for a person serving as a director of a special
25 education joint agreement for the first time in Illinois. In
26 such a case, the initial contract shall be for a 2 year period.

1 Such contract may be discontinued at any time by mutual
2 agreement of the contracting parties, or may be extended for an
3 additional 3 years at the end of any year.

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

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

18 (d) To designate a district that is a party to the joint
19 agreement as the issuer of bonds or notes for the purposes and
20 in the manner provided in this Section. It is not necessary for
21 such district to also be the administrative district for the
22 joint agreement, nor is it necessary for the same district to
23 be designated as the issuer of all series of bonds or notes
24 issued hereunder. Any district so designated may, from time to
25 time, borrow money and, in evidence of its obligation to repay
26 the borrowing, issue its negotiable bonds or notes for the

1 purpose of acquiring, constructing, altering, repairing,
2 enlarging and equipping any building or portion thereof,
3 together with any land or interest therein, necessary to
4 provide special educational facilities and services as defined
5 in Section 14-1.08. Title in and to any such facilities shall
6 be held in accordance with the joint agreement.

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

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

20 Neither the bonds or notes nor the obligation to pay the
21 bonds or notes under any joint agreement shall constitute an
22 indebtedness of any district, including the issuing district,
23 within the meaning of any constitutional or statutory
24 limitation.

25 As long as any bonds or notes are outstanding and unpaid,
26 the agreement by a district to pay the bonds and notes shall be

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

3 (e) If a district whose employees are on strike was, prior
4 to the strike, sending students with disabilities to special
5 educational facilities and services in another district or
6 cooperative, the district affected by the strike shall continue
7 to send such students during the strike and shall be eligible
8 to receive appropriate State reimbursement.

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

1 Any such bonds or notes shall be authorized by a resolution
2 of the governing board. The resolution may contain such
3 covenants as may be deemed necessary or advisable by the
4 governing board to assure the payment of the bonds or notes and
5 interest accruing thereon. The resolution shall be effective
6 immediately upon its adoption.

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

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

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

23 As long as any bonds or notes are outstanding and unpaid,
24 the obligation of a district to pay its proportionate share of
25 the principal of and interest on the bonds and notes as
26 required in this Section shall be a general obligation of the

1 district payable from any and all sources of revenue designated
2 for that purpose by the board of education of the district and
3 shall be irrevocable notwithstanding the district's withdrawal
4 from membership in the joint special education program.

5 (Source: P.A. 89-397, eff. 8-20-95; 89-613, eff. 8-9-96;
6 89-626, eff. 8-9-96; 90-103, eff. 7-11-97; 90-515, eff.
7 8-22-97; 90-637, eff. 7-24-98; 90-655, eff. 7-30-98.)

8 Section 99. Effective date. This Act takes effect upon
9 becoming law.