



Sen. Deanna Demuzio

Filed: 5/13/2009

09600HB0809sam001

LRB096 07451 MJR 26604 a

1 AMENDMENT TO HOUSE BILL 809

2 AMENDMENT NO. _____. Amend House Bill 809 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 and 14-1.03a ~~through 14-1.07~~. The director (who may be
14 employed under a ~~multi-year~~ contract as provided in subsection
15 (c) of this Section) and other professional workers may be
16 employed by one district, which shall be reimbursed on a

1 mutually agreed basis by other districts that are parties to
2 the joint agreement. Such agreements may provide that one
3 district may supply professional workers for a joint program
4 conducted in another district. Such agreement shall provide
5 that any full-time professional worker ~~school psychologist~~ who
6 is employed by a joint agreement program and spends over 50% of
7 his or her time in one school district shall not be required to
8 work a different teaching schedule than the other professional
9 worker ~~school psychologists~~ in that district. Such agreement
10 shall include, but not be limited to, provisions for
11 administration, staff, programs, financing, housing,
12 transportation, an advisory body, and the method or methods to
13 be employed for disposing of property upon the withdrawal of a
14 school district or dissolution of the joint agreement and shall
15 specify procedures for the withdrawal of districts from the
16 joint agreement as long as these procedures are consistent with
17 subsection (g) of this Section. ~~Except as otherwise provided in~~
18 ~~Section 10-22.31.1, the withdrawal of districts from the joint~~
19 ~~agreement shall be by petition to the regional board of school~~
20 ~~trustees.~~ Such agreement may be amended at any time, provided
21 that no later than 6 months after the effective date of this
22 amendatory Act of the 96th General Assembly, all existing
23 agreements shall be amended to be consistent with this
24 amendatory Act of the 96th General Assembly. ~~as provided in the~~
25 ~~joint agreement or, if the joint agreement does not so provide,~~
26 ~~then such agreement may be amended at any time upon the~~

1 ~~adoption of concurring resolutions by the school boards of all~~
2 ~~member districts. A fully executed copy of any such agreement~~
3 ~~or amendment entered into on or after January 1, 1989 shall be~~
4 ~~filed with the State Board of Education. Such petitions for~~
5 ~~withdrawal shall be made to the regional board of school~~
6 ~~trustees of all counties having jurisdiction over one or more~~
7 ~~of the districts in the joint agreement. Upon receipt of a~~
8 ~~petition for withdrawal, the regional boards of school trustees~~
9 ~~having jurisdiction over the cooperating districts shall~~
10 ~~publish notice of and conduct a joint hearing on the issue as~~
11 ~~provided in Section 7-6. No such petition may be considered,~~
12 ~~however, unless in compliance with Section 7-8. If approved by~~
13 ~~a 2/3 vote of all trustees of those regional boards, at a joint~~
14 ~~meeting, the withdrawal takes effect as provided in Section 7-9~~
15 ~~of this Act.~~

16 (b) To either (1) designate an administrative district to
17 act as fiscal and legal agent for the districts that are
18 parties to the joint agreement, or (2) designate a governing
19 board composed of one member of the school board of each
20 cooperating district and designated by such boards to act in
21 accordance with the joint agreement. No such governing board
22 may levy taxes and no such governing board may incur any
23 indebtedness except within an annual budget for the joint
24 agreement approved by the governing board and by the boards of
25 at least a majority of the cooperating school districts or a
26 number of districts greater than a majority if required by the

1 joint agreement. The governing board may appoint an executive
2 board of at least 7 members to administer the joint agreement
3 in accordance with its terms. However, if 7 or more school
4 districts are parties to a joint agreement that does not have
5 an administrative district: (i) at least a majority of the
6 members appointed by the governing board to the executive board
7 shall be members of the school boards of the cooperating
8 districts; or (ii) if the governing board wishes to appoint
9 members who are not school board members, they shall be
10 superintendents from the cooperating districts.

11 (c) To employ a full-time director of special education of
12 the a joint agreement program under a one-year or multi-year
13 contract. No such contract can be offered or accepted for less
14 than one year. ~~or more than 3 years, except for a person~~
15 ~~-serving as a director of a special education joint agreement~~
16 ~~for the first time in Illinois. In such a case, the initial~~
17 ~~contract shall be for a 2 year period.~~ Such contract may be
18 discontinued at any time by mutual agreement of the contracting
19 parties, or may be extended for an additional one-year or
20 multi-year period ~~3 years~~ at the end of any year.

21 The contract year is July 1 through the following June
22 30th, unless the contract specifically provides otherwise.
23 Notice of intent not to renew a contract when given by a
24 controlling board or administrative district must be in writing
25 stating the specific reason therefor. Notice of intent not to
26 renew the contract must be given by the controlling board or

1 the administrative district at least 90 days before the
2 contract expires. Failure to do so will automatically extend
3 the contract for one additional year.

4 By accepting the terms of the ~~multi-year~~ contract, the
5 director of a special education joint agreement waives all
6 rights granted under Sections 24-11 through 24-16 for the
7 duration of his or her employment as a director of a special
8 education joint agreement.

9 (d) To designate a district that is a party to the joint
10 agreement as the issuer of bonds or notes for the purposes and
11 in the manner provided in this Section. It is not necessary for
12 such district to also be the administrative district for the
13 joint agreement, nor is it necessary for the same district to
14 be designated as the issuer of all series of bonds or notes
15 issued hereunder. Any district so designated may, from time to
16 time, borrow money and, in evidence of its obligation to repay
17 the borrowing, issue its negotiable bonds or notes for the
18 purpose of acquiring, constructing, altering, repairing,
19 enlarging and equipping any building or portion thereof,
20 together with any land or interest therein, necessary to
21 provide special educational facilities and services as defined
22 in Section 14-1.08. Title in and to any such facilities shall
23 be held in accordance with the joint agreement.

24 Any such bonds or notes shall be authorized by a resolution
25 of the board of education of the issuing district. The
26 resolution may contain such covenants as may be deemed

1 necessary or advisable by the district to assure the payment of
2 the bonds or notes. The resolution shall be effective
3 immediately upon its adoption.

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

11 Neither the bonds or notes nor the obligation to pay the
12 bonds or notes under any joint agreement shall constitute an
13 indebtedness of any district, including the issuing district,
14 within the meaning of any constitutional or statutory
15 limitation.

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

20 (e) If a district whose employees are on strike was, prior
21 to the strike, sending students with disabilities to special
22 educational facilities and services in another district or
23 cooperative, the district affected by the strike shall continue
24 to send such students during the strike and shall be eligible
25 to receive appropriate State reimbursement.

26 (f) With respect to those joint agreements that have a

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

18 Any such bonds or notes shall be authorized by a resolution
19 of the governing board. The resolution may contain such
20 covenants as may be deemed necessary or advisable by the
21 governing board to assure the payment of the bonds or notes and
22 interest accruing thereon. The resolution shall be effective
23 immediately upon its adoption.

24 Each school district that is a party to the joint agreement
25 shall be automatically liable, by virtue of its membership in
26 the joint agreement, for its proportionate share of the

1 principal amount of the bonds and notes plus interest accruing
2 thereon, as provided in the resolution. Subject to the joint
3 and several liability hereinafter provided for, the resolution
4 may provide for different payment schedules for different
5 districts except that the aggregate amount of scheduled
6 payments for each district shall be equal to its proportionate
7 share of the debt service in the bonds or notes based upon the
8 fraction that its equalized assessed valuation bears to the
9 total equalized assessed valuation of all the district members
10 of the joint agreement as adjusted in the manner hereinafter
11 provided. In computing that fraction the most recent available
12 equalized assessed valuation at the time of the issuance of the
13 bonds and notes shall be used, and the equalized assessed
14 valuation of any district maintaining grades K to 12 shall be
15 doubled in both the numerator and denominator of the fraction
16 used for all of the districts that are members of the joint
17 agreement. In case of default in payment by any member, each
18 school district that is a party to the joint agreement shall
19 automatically be jointly and severally liable for the amount of
20 any deficiency. The bonds or notes and interest thereon shall
21 be payable solely and only from the funds made available
22 pursuant to the procedures set forth in this subsection. No
23 project authorized under this subsection may require an annual
24 contribution for bond payments from any member district in
25 excess of 0.15% of the value of taxable property as equalized
26 or assessed by the Department of Revenue in the case of

1 districts maintaining grades K-8 or 9-12 and 0.30% of the value
2 of taxable property as equalized or assessed by the Department
3 of Revenue in the case of districts maintaining grades K-12.
4 This limitation on taxing authority is expressly applicable to
5 taxing authority provided under Section 17-9 and other
6 applicable Sections of this Act. Nothing contained in this
7 subsection shall be construed as an exception to the property
8 tax limitations contained in Section 17-2, 17-2.2a, 17-5, or
9 any other applicable Section of this Act.

10 Neither the bonds or notes nor the obligation to pay the
11 bonds or notes under any joint agreement shall constitute an
12 indebtedness of any district within the meaning of any
13 constitutional or statutory limitation.

14 As long as any bonds or notes are outstanding and unpaid,
15 the obligation of a district to pay its proportionate share of
16 the principal of and interest on the bonds and notes as
17 required in this Section shall be a general obligation of the
18 district payable from any and all sources of revenue designated
19 for that purpose by the board of education of the district and
20 shall be irrevocable notwithstanding the district's withdrawal
21 from membership in the joint special education program.

22 (g) A member district wishing to withdraw from a joint
23 agreement must obtain from its school board a written
24 resolution approving the withdrawal. The withdrawing district
25 must then present a written petition for withdrawal from the
26 joint agreement to the other member districts within such

1 timelines designated by the joint agreement. Upon approval by
2 school board written resolution of all of the remaining member
3 districts, the petitioning member district shall be withdrawn
4 from the joint agreement effective the following July 1 and
5 shall notify the State Board of Education of the approved
6 withdrawal in writing. If the petitioning district has not
7 received the approval of all of the remaining member districts,
8 then the withdrawing district may present a petition for
9 withdrawal to the State Board of Education and shall be given
10 the opportunity to present documents and testimony to the State
11 Board of Education in support of its petition.

12 A dissolution of a joint agreement comprised of 3 or more
13 school boards may be accomplished by filing a joint petition
14 with the State Board of Education by not less than two-thirds
15 of the member school districts after adoption of a written
16 resolution to that effect by the school board of each of the
17 districts seeking the dissolution. The State Board of Education
18 shall conduct a hearing on the petition.

19 A withdrawal or dissolution shall take effect on July 1
20 following the final decision of the State Board of Education or
21 a court of competent jurisdiction upon review.

22 The State Board of Education shall take such action in
23 approving or disapproving a district withdrawal or joint
24 agreement dissolution as the State Board deems in the best
25 interests of the petitioning school district and of the State
26 as a whole in the provision of special education services for

1 students with disabilities; provided that the State Board of
2 Education may approve the petition for withdrawal only if it
3 has already approved or concurrently does approve the
4 district's comprehensive plan required by Section 14-4.01 of
5 this Code. The State Board of Education may adopt rules
6 governing the processes for withdrawal and dissolution
7 required by this Section.

8 A hearing pursuant to this Section does not constitute a
9 contested case, as that term is defined in the Illinois
10 Administrative Procedures Act, and, consequently, State Board
11 of Education rules for contested cases do not apply. The
12 decision of the State Board of Education shall be deemed to be
13 an administrative decision, as defined in Section 3-101 of the
14 Code of Civil Procedure, and any party appearing at the hearing
15 who is adversely affected by the administrative decision may
16 file a complaint for judicial review in accordance with the
17 Administrative Review Law. The commencement of an action for
18 judicial review shall operate as a stay of enforcement, and no
19 further proceedings shall be had until final disposition of the
20 review by a court of competent jurisdiction. With respect to
21 any right is has pursuant to this Section, the State Board of
22 Education may delegate such right to the State Superintendent
23 of Education.

24 (h) The changes to this Section made by this amendatory Act
25 of the 96th General Assembly apply to withdrawals from or
26 dissolutions of special education joint agreements initiated

1 after the effective date of this amendatory Act of the 96th
2 General Assembly.

3 (Source: P.A. 89-397, eff. 8-20-95; 89-613, eff. 8-9-96;
4 89-626, eff. 8-9-96; 90-103, eff. 7-11-97; 90-515, eff.
5 8-22-97; 90-637, eff. 7-24-98; 90-655, eff. 7-30-98.)

6 (105 ILCS 5/10-22.31.1 rep.)

7 Section 10. The School Code is amended by repealing Section
8 10-22.31.1.

9 Section 99. Effective date. This Act takes effect July 1,
10 2009.".