



Adopted in House Comm. on May 30, 2009

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LRB096 06680 NHT 27653 a

1 AMENDMENT TO SENATE BILL 611

2 AMENDMENT NO. _____. Amend Senate Bill 611 as follows:

3 immediately below line 3, by inserting the following:

4 "Section 3. The Local Government Property Transfer Act is
5 amended by changing Section 1 as follows:

6 (50 ILCS 605/1) (from Ch. 30, par. 156)

7 Sec. 1. When used in this Act:

8 (a) The term "transferor municipality" shall mean a
9 municipal corporation transferring real estate or any interest
10 therein, under the provisions of this Act.

11 (b) The term "transferee municipality" shall mean a
12 municipal corporation or 2 or more school districts operating a
13 cooperative or joint educational program pursuant to Section
14 10-22.31 of the School Code receiving a transfer of real estate
15 or any interest therein under provisions of this Act.

1 (c) The term "municipality" whether used by itself or in
2 conjunction with other words, as in (a) or (b) above, shall
3 mean and include any municipal corporation or political
4 subdivision organized and existing under the laws of the State
5 of Illinois and including, but without limitation, any city,
6 village, or incorporated town, whether organized under a
7 special charter or under the General Act, or whether operating
8 under the commission or managerial form of government, county,
9 school districts, trustees of schools, boards of education, 2
10 or more school districts operating a cooperative or joint
11 educational program pursuant to Section 10-22.31 of the School
12 Code, sanitary district or sanitary district trustees, forest
13 preserve district or forest preserve district commissioner,
14 park district or park commissioners, airport authority and
15 township.

16 (d) The term "restriction" shall mean any condition,
17 limitation, qualification, reversion, possibility of
18 reversion, covenant, agreement or restraint of whatever kind or
19 nature, the effect of which is to restrict the use or ownership
20 of real estate by a municipality as defined in (c) above.

21 (e) The term "corporate authorities" shall mean the members
22 of the legislative body of any municipality as defined in (c)
23 above.

24 (f) The term "held" or any form thereof, when used in
25 reference to the interest of a municipality in real estate
26 shall be taken and construed to refer to and include all of the

1 right, title and interest of such municipality of whatever kind
2 or nature, in and to such real estate.

3 (g) Each of the terms above defined and the terms contained
4 in the definition of each of said terms shall be taken and
5 construed to include the plural form thereof.

6 (h) The term "Local Improvement Act" shall mean an Act of
7 the General Assembly of the State of Illinois entitled "An Act
8 concerning local improvements," approved June 14, 1897, and the
9 amendments thereto.

10 (i) The term "State of Illinois" shall mean the State of
11 Illinois or any department, commission, board or other agency
12 of the State.

13 (Source: P.A. 82-783.); and

14 on page 1, lines 4 and 5, by replacing "Section 2-3.117a" with
15 "Sections 2-3.117a and 10-22.31"; and

16 on page 3, immediately below line 22, by inserting the
17 following:

18 "(105 ILCS 5/10-22.31) (from Ch. 122, par. 10-22.31)

19 Sec. 10-22.31. Special education.

20 (a) To enter into joint agreements with other school boards
21 to provide the needed special educational facilities and to
22 employ a director and other professional workers as defined in
23 Section 14-1.10 and to establish facilities as defined in

1 Section 14-1.08 for the types of children described in Sections
2 14-1.02 and 14-1.03a ~~through 14-1.07~~. The director (who may be
3 employed under a ~~multi-year~~ contract as provided in subsection
4 (c) of this Section) and other professional workers may be
5 employed by one district, which shall be reimbursed on a
6 mutually agreed basis by other districts that are parties to
7 the joint agreement. Such agreements may provide that one
8 district may supply professional workers for a joint program
9 conducted in another district. Such agreement shall provide
10 that any full-time professional worker ~~school psychologist~~ who
11 is employed by a joint agreement program and spends over 50% of
12 his or her time in one school district shall not be required to
13 work a different teaching schedule than the other professional
14 worker ~~school psychologists~~ in that district. Such agreement
15 shall include, but not be limited to, provisions for
16 administration, staff, programs, financing, housing,
17 transportation, an advisory body, and the method or methods to
18 be employed for disposing of property upon the withdrawal of a
19 school district or dissolution of the joint agreement and shall
20 specify procedures for the withdrawal of districts from the
21 joint agreement as long as these procedures are consistent with
22 subsection (g) of this Section. ~~Except as otherwise provided in~~
23 ~~Section 10-22.31.1, the withdrawal of districts from the joint~~
24 ~~agreement shall be by petition to the regional board of school~~
25 ~~trustees~~. Such agreement may be amended at any time as provided
26 in the joint agreement or, if the joint agreement does not so

1 provide, then such agreement may be amended at any time upon
2 the adoption of concurring resolutions by the school boards of
3 all member districts, provided that no later than 6 months
4 after the effective date of this amendatory Act of the 96th
5 General Assembly, all existing agreements shall be amended to
6 be consistent with this amendatory Act of the 96th General
7 Assembly. A fully executed copy of any such agreement or
8 amendment entered into on or after January 1, 1989 shall be
9 filed with the State Board of Education. Such petitions for
10 withdrawal shall be made to the regional board of school
11 trustees of all counties having jurisdiction over one or more
12 of the districts in the joint agreement. Upon receipt of a
13 petition for withdrawal, the regional boards of school trustees
14 having jurisdiction over the cooperating districts shall
15 publish notice of and conduct a joint hearing on the issue as
16 provided in Section 7-6. No such petition may be considered,
17 however, unless in compliance with Section 7-8. If approved by
18 a 2/3 vote of all trustees of those regional boards, at a joint
19 meeting, the withdrawal takes effect as provided in Section 7-9
20 of this Act.

21 (b) To either (1) designate an administrative district to
22 act as fiscal and legal agent for the districts that are
23 parties to the joint agreement, or (2) designate a governing
24 board composed of one member of the school board of each
25 cooperating district and designated by such boards to act in
26 accordance with the joint agreement. No such governing board

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

16 (c) To employ a full-time director of special education of
17 the a joint agreement program under a one-year or multi-year
18 contract. No such contract can be offered or accepted for less
19 than one year. ~~or more than 3 years, except for a person~~
20 ~~-serving as a director of a special education joint agreement~~
21 ~~for the first time in Illinois. In such a case, the initial~~
22 ~~contract shall be for a 2 year period.~~ Such contract may be
23 discontinued at any time by mutual agreement of the contracting
24 parties, or may be extended for an additional one-year or
25 multi-year period ~~3 years~~ at 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 writing
4 stating the specific reason therefor. Notice of intent not to
5 renew the contract must be given by the controlling board or
6 the administrative district at least 90 days before the
7 contract expires. Failure to do so will automatically extend
8 the contract for one additional year.

9 By accepting the terms of the ~~multi-year~~ contract, the
10 director of a special education joint agreement waives all
11 rights granted under Sections 24-11 through 24-16 for the
12 duration of his or her employment as a director of a special
13 education joint 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 resolution
4 of the board of education of the issuing district. The
5 resolution may contain such covenants as may be deemed
6 necessary or advisable by the district to assure the payment of
7 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 of
12 the board of education, to be jointly and severally liable for
13 the payment of the bonds and notes. The bonds or notes shall be
14 payable solely and only from the payments made pursuant to such
15 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 continue
3 to send such students during the strike and shall be eligible
4 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 act
8 in accordance with the joint agreement, the governing board
9 shall have, in addition to its other powers under this Section,
10 the authority to issue bonds or notes for the purposes and in
11 the manner provided in this subsection. The governing board of
12 the joint agreement may from time to time borrow money and, in
13 evidence of its obligation to repay the borrowing, issue its
14 negotiable bonds or notes for the purpose of acquiring,
15 constructing, altering, repairing, enlarging and equipping any
16 building or portion thereof, together with any land or interest
17 therein, necessary to provide special educational facilities
18 and services as defined in Section 14-1.08 and including also
19 facilities for activities of administration and educational
20 support personnel employees. Title in and to any such
21 facilities shall be held in accordance with the joint
22 agreement.

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

1 pursuant to the procedures set forth in this subsection. No
2 project authorized under this subsection may require an annual
3 contribution for bond payments from any member district in
4 excess of 0.15% of the value of taxable property as equalized
5 or assessed by the Department of Revenue in the case of
6 districts maintaining grades K-8 or 9-12 and 0.30% of the value
7 of taxable property as equalized or assessed by the Department
8 of Revenue in the case of districts maintaining grades K-12.
9 This limitation on taxing authority is expressly applicable to
10 taxing authority provided under Section 17-9 and other
11 applicable Sections of this Act. Nothing contained in this
12 subsection shall be construed as an exception to the property
13 tax limitations contained in Section 17-2, 17-2.2a, 17-5, or
14 any other applicable Section of this Act.

15 Neither the bonds or notes nor the obligation to pay the
16 bonds or notes under any joint agreement shall constitute an
17 indebtedness of any district within the meaning of any
18 constitutional or statutory limitation.

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

1 (g) A member district wishing to withdraw from a joint
2 agreement may obtain from its school board a written resolution
3 approving the withdrawal. The withdrawing district must then
4 present a written petition for withdrawal from the joint
5 agreement to the other member districts within such timelines
6 designated by the joint agreement. Upon approval by school
7 board written resolution of all of the remaining member
8 districts, the petitioning member district shall be withdrawn
9 from the joint agreement effective the following July 1 and
10 shall notify the State Board of Education of the approved
11 withdrawal in writing.

12 (h) The changes to this Section made by this amendatory Act
13 of the 96th General Assembly apply to withdrawals from or
14 dissolutions of special education joint agreements initiated
15 after the effective date of this amendatory Act of the 96th
16 General Assembly.

17 (Source: P.A. 89-397, eff. 8-20-95; 89-613, eff. 8-9-96;
18 89-626, eff. 8-9-96; 90-103, eff. 7-11-97; 90-515, eff.
19 8-22-97; 90-637, eff. 7-24-98; 90-655, eff. 7-30-98.)

20 (105 ILCS 5/10-22.31.1 rep.)

21 Section 10. The School Code is amended by repealing Section
22 10-22.31.1."