

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 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.

16 (c) The term "municipality" whether used by itself or in
17 conjunction with other words, as in (a) or (b) above, shall
18 mean and include any municipal corporation or political
19 subdivision organized and existing under the laws of the State
20 of Illinois and including, but without limitation, any city,
21 village, or incorporated town, whether organized under a
22 special charter or under the General Act, or whether operating
23 under the commission or managerial form of government, county,

1 school districts, trustees of schools, boards of education, 2
2 or more school districts operating a cooperative or joint
3 educational program pursuant to Section 10-22.31 of the School
4 Code, sanitary district or sanitary district trustees, forest
5 preserve district or forest preserve district commissioner,
6 park district or park commissioners, airport authority and
7 township.

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

13 (e) The term "corporate authorities" shall mean the members
14 of the legislative body of any municipality as defined in (c)
15 above.

16 (f) The term "held" or any form thereof, when used in
17 reference to the interest of a municipality in real estate
18 shall be taken and construed to refer to and include all of the
19 right, title and interest of such municipality of whatever kind
20 or nature, in and to such real estate.

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

24 (h) The term "Local Improvement Act" shall mean an Act of
25 the General Assembly of the State of Illinois entitled "An Act
26 concerning local improvements," approved June 14, 1897, and the

1 amendments thereto.

2 (i) The term "State of Illinois" shall mean the State of
3 Illinois or any department, commission, board or other agency
4 of the State.

5 (Source: P.A. 82-783.)

6 Section 5. The School Code is amended by changing Sections
7 2-3.117a and 10-22.31 as follows:

8 (105 ILCS 5/2-3.117a)

9 Sec. 2-3.117a. School Technology Revolving Loan Program.

10 (a) The State Board of Education is authorized to
11 administer a School Technology Revolving Loan Program from
12 funds appropriated from the School Technology Revolving Loan
13 Fund for the purpose of making the financing of school
14 technology hardware improvements affordable and making the
15 integration of technology in the classroom possible. School
16 technology loans shall be made available to public school
17 districts, charter schools, area vocational centers, ~~and~~
18 laboratory schools, and State-recognized, non-public schools
19 to purchase technology hardware for eligible grade levels on a
20 2-year rotating basis: grades 9 through 12 in fiscal year 2004
21 and each second year thereafter and grades K through 8 in
22 fiscal year 2005 and each second year thereafter. However,
23 priority shall be given to public school districts, charter
24 schools, area vocational centers, and laboratory schools that

1 apply prior to October 1 of each year.

2 The State Board of Education shall determine the interest
3 rate the loans shall bear which shall not be greater than 50%
4 of the rate for the most recent date shown in the 20 G.O. Bonds
5 Index of average municipal bond yields as published in the most
6 recent edition of The Bond Buyer, published in New York, New
7 York. The repayment period for School Technology Revolving
8 Loans shall not exceed 3 years. Participants shall use at least
9 90% of the loan proceeds for technology hardware investments
10 for students and staff (including computer hardware,
11 technology networks, related wiring, and other items as defined
12 in rules adopted by the State Board of Education) and up to 10%
13 of the loan proceeds for computer furniture. No participant
14 whose equalized assessed valuation per pupil in average daily
15 attendance is at the 99th percentile and above for all
16 districts of the same type shall be eligible to receive a
17 School Technology Revolving Loan under the provisions of this
18 Section for that year.

19 The State Board of Education shall have the authority to
20 adopt all rules necessary for the implementation and
21 administration of the School Technology Revolving Loan
22 Program, including, but not limited to, rules defining
23 application procedures, prescribing a maximum amount per pupil
24 that may be requested annually ~~by districts~~, requiring
25 appropriate local commitments for technology investments,
26 prescribing a mechanism for disbursing loan funds in the event

1 requests exceed available funds, specifying collateral, ~~and~~
2 prescribing actions necessary to protect the State's interest
3 in the event of default, foreclosure, or noncompliance with the
4 terms and conditions of the loans, and prescribing a mechanism
5 for reclaiming any items or equipment purchased with the loan
6 funds in the case of the closure of a non-public school.

7 (b) There is created in the State treasury the School
8 Technology Revolving Loan Fund. The State Board shall have the
9 authority to make expenditures from the Fund pursuant to
10 appropriations made for the purposes of this Section. There
11 shall be deposited into the Fund such amounts, including but
12 not limited to:

13 (1) Transfers from the School Infrastructure Fund;

14 (2) All receipts, including principal and interest
15 payments, from any loan made from the Fund;

16 (3) All proceeds of assets of whatever nature received
17 by the State Board as a result of default or delinquency
18 with respect to loans made from the Fund;

19 (4) Any appropriations, grants, or gifts made to the
20 Fund; and

21 (5) Any income received from interest on investments of
22 money in the Fund.

23 (Source: P.A. 93-368, eff. 7-24-03.)

24 (105 ILCS 5/10-22.31) (from Ch. 122, par. 10-22.31)

25 Sec. 10-22.31. Special education.

1 (a) To enter into joint agreements with other school boards
2 to provide the needed special educational facilities and to
3 employ a director and other professional workers as defined in
4 Section 14-1.10 and to establish facilities as defined in
5 Section 14-1.08 for the types of children described in Sections
6 14-1.02 and 14-1.03a ~~through 14-1.07~~. The director (who may be
7 employed under a ~~multi-year~~ contract as provided in subsection
8 (c) of this Section) and other professional workers may be
9 employed by one district, which shall be reimbursed on a
10 mutually agreed basis by other districts that are parties to
11 the joint agreement. Such agreements may provide that one
12 district may supply professional workers for a joint program
13 conducted in another district. Such agreement shall provide
14 that any full-time professional worker ~~school psychologist~~ who
15 is employed by a joint agreement program and spends over 50% of
16 his or her time in one school district shall not be required to
17 work a different teaching schedule than the other professional
18 worker ~~school psychologists~~ in that district. Such agreement
19 shall include, but not be limited to, provisions for
20 administration, staff, programs, financing, housing,
21 transportation, an advisory body, and the method or methods to
22 be employed for disposing of property upon the withdrawal of a
23 school district or dissolution of the joint agreement and shall
24 specify procedures for the withdrawal of districts from the
25 joint agreement as long as these procedures are consistent with
26 subsection (g) of this Section. ~~Except as otherwise provided in~~

1 ~~Section 10-22.31.1, the withdrawal of districts from the joint~~
2 ~~agreement shall be by petition to the regional board of school~~
3 ~~trustees.~~ Such agreement may be amended at any time as provided
4 in the joint agreement or, if the joint agreement does not so
5 provide, then such agreement may be amended at any time upon
6 the adoption of concurring resolutions by the school boards of
7 all member districts, provided that no later than 6 months
8 after the effective date of this amendatory Act of the 96th
9 General Assembly, all existing agreements shall be amended to
10 be consistent with this amendatory Act of the 96th General
11 Assembly. A fully executed copy of any such agreement or
12 amendment entered into on or after January 1, 1989 shall be
13 filed with the State Board of Education. Such petitions for
14 withdrawal shall be made to the regional board of school
15 trustees of all counties having jurisdiction over one or more
16 of the districts in the joint agreement. Upon receipt of a
17 petition for withdrawal, the regional boards of school trustees
18 having jurisdiction over the cooperating districts shall
19 publish notice of and conduct a joint hearing on the issue as
20 provided in Section 7-6. No such petition may be considered,
21 however, unless in compliance with Section 7-8. If approved by
22 a 2/3 vote of all trustees of those regional boards, at a joint
23 meeting, the withdrawal takes effect as provided in Section 7-9
24 of this Act.

25 (b) To either (1) designate an administrative district to
26 act as fiscal and legal agent for the districts that are

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

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

1 discontinued at any time by mutual agreement of the contracting
2 parties, or may be extended for an additional one-year or
3 multi-year period ~~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 (g) A member district wishing to withdraw from a joint
6 agreement may obtain from its school board a written resolution
7 approving the withdrawal. The withdrawing district must then
8 present a written petition for withdrawal from the joint
9 agreement to the other member districts within such timelines
10 designated by the joint agreement. Upon approval by school
11 board written resolution of all of the remaining member
12 districts, the petitioning member district shall be withdrawn
13 from the joint agreement effective the following July 1 and
14 shall notify the State Board of Education of the approved
15 withdrawal in writing.

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

21 (Source: P.A. 89-397, eff. 8-20-95; 89-613, eff. 8-9-96;
22 89-626, eff. 8-9-96; 90-103, eff. 7-11-97; 90-515, eff.
23 8-22-97; 90-637, eff. 7-24-98; 90-655, eff. 7-30-98.)

24 (105 ILCS 5/10-22.31.1 rep.)

25 Section 10. The School Code is amended by repealing Section

1 10-22.31.1.

2 Section 99. Effective date. This Act takes effect upon
3 becoming law.