

AN ACT concerning education.

**Be it enacted by the People of the State of Illinois,
represented in the General Assembly:**

Section 5. The School Code is amended by changing Section 10-22.31 as follows:

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

Sec. 10-22.31. Special education.

(a) To enter into joint agreements with other school boards to provide the needed special educational facilities and to employ a director and other professional workers as defined in Section 14-1.10 and to establish facilities as defined in Section 14-1.08 for the types of children described in Sections 14-1.02 through 14-1.07. The director (who may be employed under a ~~multi-year~~ contract as provided in subsection (c) of this Section) and other professional workers may be employed by one district, which shall be reimbursed on a mutually agreed basis by other districts that are parties to the joint agreement. Such agreements may provide that one district may supply professional workers for a joint program conducted in another district. Such agreement shall provide that any full-time school psychologist who is employed by a joint agreement program and spends over 50% of his or her time in one school district shall not be required to work a different

teaching schedule than the other school psychologists in that district. Such agreement shall include, but not be limited to, provisions for administration, staff, programs, financing, housing, transportation, an advisory body, and the withdrawal of districts from the joint agreement. Except as otherwise provided in this Section and Section 10-22.31.1, the withdrawal of districts from the joint agreement shall be by petition to the regional board of school trustees. Such agreement may be amended at any time as provided in the joint agreement or, if the joint agreement does not so provide, then such agreement may be amended at any time upon the adoption of concurring resolutions by the school boards of all member districts. Such an amendment 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 this Section if all member districts adopt concurring resolutions to that effect. A fully executed copy of any such agreement or amendment entered into on or after January 1, 1989 shall be filed with the State Board of Education. Petitions ~~Such petitions~~ for withdrawal shall be made to the regional board or boards of school trustees exercising oversight or governance over any ~~of all counties having jurisdiction over one or more~~ of the districts in the joint agreement. Upon receipt of a petition for withdrawal, the regional board ~~boards~~ of school trustees ~~having jurisdiction over the cooperating districts~~ shall publish notice of and conduct a ~~joint~~ hearing or, in instances in which

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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