



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

SB3418

Introduced 2/16/2018, by Sen. Sue Rezin

SYNOPSIS AS INTRODUCED:

105 ILCS 5/10-21.4

from Ch. 122, par. 10-21.4

Amends the School Code. Provide that a school board may, by resolution, enter into a joint agreement with other school boards to share the services of a superintendent or other administrators. Provides that the question of whether a school board shall enter into a joint agreement with other school boards for shared services of a superintendent or other administrators shall be submitted to the voters of each affected school district at the next consolidated election only upon submission of a petition signed by no less than 10% of the registered voters in each affected school district. Provides that a school district wishing to withdraw from a joint agreement may obtain from its school board a written resolution approving the withdrawal and shall present the petition for withdrawal to the other member school districts within the timelines designated by the joint agreement. Specifies procedures if a school district's petition for withdrawal is not approved and the school district is part of a Class II county school unit outside of a city with 500,000 or more inhabitants.

LRB100 18809 AXK 34049 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 10-21.4 as follows:

6 (105 ILCS 5/10-21.4) (from Ch. 122, par. 10-21.4)

7 Sec. 10-21.4. Superintendent - Duties.

8 (a) Except in districts in which there is only one school
9 with fewer than 4 teachers, to employ a superintendent or share
10 the services of a superintendent as otherwise provided in this
11 Section, who shall have charge of the administration of the
12 schools under the direction of the board of education. However,
13 in any school district that has boundaries that lie in 3
14 counties, one county of which has a population exceeding
15 1,000,000 inhabitants, that has an enrollment of more than
16 35,000 students, and that has on staff properly licensed
17 assistant superintendents or directors in the areas of
18 instruction, finance, special education, assessments, and
19 career and technology education, the school board may instead,
20 by a vote of a majority of its full membership, appoint a chief
21 executive officer to serve as its superintendent, who shall be
22 a person of recognized administrative ability and management
23 experience, hold a master's degree, have been employed with the

1 school district for a minimum of 5 years in an administrative
2 capacity, be responsible for the management of the district,
3 and have all other powers and duties of a superintendent as set
4 forth in this Code, but who shall be exempt from the provisions
5 and requirements of Section 21B-15 of this Code for a period of
6 5 years.

7 (b) A school board may, by resolution, enter into a joint
8 agreement with other school boards to share the services of a
9 superintendent or other administrators. Each school board
10 involved in the joint agreement must agree by resolution to the
11 joint agreement. The agreement must include the amount that
12 each school board shall contribute to the salary of the
13 superintendent or administrator. The superintendent or other
14 administrators may be employed by one school board, which shall
15 be reimbursed on a mutually agreed to basis with other school
16 boards that are parties to the joint agreement. The agreement
17 may be amended at any time as provided in the joint agreement
18 or, if the joint agreement does not so provide, the agreement
19 may be amended at any time upon the adoption of concurring
20 resolutions by the school boards of all member school
21 districts. A fully executed copy of the joint agreement shall
22 be filed with the State Board of Education.

23 (c) The question of whether a school board shall enter into
24 a joint agreement under subsection (b) of this Section with
25 other school boards for shared services of a superintendent or
26 other administrators shall be submitted to the voters of each

1 affected school district at the next consolidated election only
2 upon submission of a petition signed by no less than 10% of the
3 registered voters in each affected school district. The
4 petition shall be filed with the applicable election authority,
5 as defined in Section 1-3 of the Election Code or, in the case
6 of multiple election authorities, with the State Board of
7 Elections no more than 10 months and no less than 6 months
8 prior to the election at which the question is to be submitted
9 to the voters, and its validity shall be determined as provided
10 by Article 28 of the Election Code. The election authority or
11 Board, as applicable, shall certify the question and the proper
12 election authority or authorities shall submit the question to
13 the voters. Except as otherwise provided in this Section, this
14 referendum shall be subject to all other general election law
15 requirements. The proposition shall be in substantially the
16 following form:

17 Shall the (school district) enter into a joint
18 agreement with (other school district) to share the
19 services of a (superintendent or other administrator)?

20 Votes shall be recorded as "Yes" or "No".

21 If a majority of all votes in all affected school districts
22 cast on the proposition are in favor of the proposition, the
23 school boards shall enter into a joint agreement.

24 (d) A school district wishing to withdraw from a joint
25 agreement under this Section may obtain from its school board a
26 written resolution approving the withdrawal. The withdrawing

1 school district must present a written petition for withdrawal
2 from the joint agreement to the other member school districts
3 within the timelines designated by the joint agreement. Upon
4 approval of the resolution by all of the remaining member
5 school districts, the petitioning member school district shall
6 be withdrawn from the joint agreement effective the following
7 July 1 and shall provide the State Board of Education written
8 notification of the approved withdrawal. If the petition for
9 withdrawal is not approved and the petitioning school district
10 is a part of a Class II county school unit outside of a city
11 with 500,000 or more inhabitants, the petitioning school
12 district may appeal the disapproval decision to the regional
13 board of school trustees of the township that has jurisdiction
14 and authority over the withdrawing school district. If a
15 withdrawing school district is not under the jurisdiction and
16 authority of the regional board of school trustees of a
17 township, a hearing panel shall be established by the chief
18 administrative officer of the intermediate service center
19 having jurisdiction over the withdrawing school district. The
20 hearing panel shall be made up of 3 members who have a
21 demonstrated interest and background in education. Hearing
22 panel members shall not reside within the withdrawing school
23 district and may not be a current school board member or
24 employee of the withdrawing school district or hold any county
25 office. None of the hearing panel members may reside within the
26 same school district. The hearing panel shall serve without

1 remuneration; however, the necessary expenses, including
2 travel, attendant upon any meeting or hearing in relation to
3 these proceedings must be paid. If the regional board of school
4 trustees of the township having jurisdiction and authority over
5 the withdrawing school district or the hearing panel
6 established by the chief administrative officer of the
7 intermediate service center having jurisdiction over the
8 withdrawing school district approves the petition for
9 withdrawal, then the petitioning school district shall be
10 withdrawn from the joint agreement effective the following July
11 1 and shall notify the State Board of Education of the approved
12 withdrawal in writing.

13 (e) In addition to the administrative duties, the
14 superintendent shall make recommendations to the board
15 concerning the budget, building plans, the locations of sites,
16 the selection, retention and dismissal of teachers and all
17 other employees, the selection of textbooks, instructional
18 material and courses of study. However, in districts under a
19 Financial Oversight Panel pursuant to Section 1A-8 for
20 violating a financial plan, the duties and responsibilities of
21 the superintendent in relation to the financial and business
22 operations of the district shall be approved by the Panel. In
23 the event the Board refuses or fails to follow a directive or
24 comply with an information request of the Panel, the
25 performance of those duties shall be subject to the direction
26 of the Panel. The superintendent shall also notify the State

1 Board of Education, the board and the chief administrative
2 official, other than the alleged perpetrator himself, in the
3 school where the alleged perpetrator serves, that any person
4 who is employed in a school or otherwise comes into frequent
5 contact with children in the school has been named as a
6 perpetrator in an indicated report filed pursuant to the Abused
7 and Neglected Child Reporting Act, approved June 26, 1975, as
8 amended. The superintendent shall keep or cause to be kept the
9 records and accounts as directed and required by the board, aid
10 in making reports required by the board, and perform such other
11 duties as the board may delegate to him.

12 In addition, each year at a time designated by the State
13 Superintendent of Education, each superintendent shall report
14 to the State Board of Education the number of high school
15 students in the district who are enrolled in accredited courses
16 (for which high school credit will be awarded upon successful
17 completion of the courses) at any community college, together
18 with the name and number of the course or courses which each
19 such student is taking.

20 (f) The provisions of this Section shall also apply to
21 board of director districts.

22 (g) Notice of intent not to renew a contract must be given
23 in writing stating the specific reason therefor by April 1 of
24 the contract year unless the contract specifically provides
25 otherwise. Failure to do so will automatically extend the
26 contract for an additional year. Within 10 days after receipt

1 of notice of intent not to renew a contract, the superintendent
2 may request a closed session hearing on the dismissal. At the
3 hearing the superintendent has the privilege of presenting
4 evidence, witnesses and defenses on the grounds for dismissal.
5 The provisions of this paragraph shall not apply to a district
6 under a Financial Oversight Panel pursuant to Section 1A-8 for
7 violating a financial plan.

8 (Source: P.A. 99-846, eff. 6-1-17.)