



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

SB2821

Introduced 1/19/2024, by Sen. Javier L. Cervantes

SYNOPSIS AS INTRODUCED:

105 ILCS 5/34-8.1	from Ch. 122, par. 34-8.1
105 ILCS 5/34-18	from Ch. 122, par. 34-18
105 ILCS 5/34-21.3	from Ch. 122, par. 34-21.3
105 ILCS 5/34-49	from Ch. 122, par. 34-49

Amends the Chicago School District Article of the School Code. Provides that the Chicago Board of Education may not contract with a third party on or after the effective date of the amendatory Act for services relating to custodial, dietary, or daily maintenance of a district facility. Makes conforming changes.

LRB103 36851 RJT 66963 b

STATE MANDATES
ACT MAY REQUIRE
REIMBURSEMENT

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 Sections
5 34-8.1, 34-18, 34-21.3, and 34-49 as follows:

6 (105 ILCS 5/34-8.1) (from Ch. 122, par. 34-8.1)

7 Sec. 34-8.1. Principals. Principals shall be employed to
8 supervise the operation of each attendance center. Their
9 powers and duties shall include but not be limited to the
10 authority (i) to direct, supervise, evaluate, and suspend with
11 or without pay or otherwise discipline all teachers, assistant
12 principals, and other employees assigned to the attendance
13 center in accordance with board rules and policies and (ii) to
14 direct all other persons assigned to the attendance center
15 pursuant to a contract with a third party to provide services
16 to the school system. The right to employ, discharge, and
17 layoff shall be vested solely with the board, provided that
18 decisions to discharge or suspend nonlicensed employees,
19 including disciplinary layoffs, and the termination of
20 licensed employees from employment pursuant to a layoff or
21 reassignment policy are subject to review under the grievance
22 resolution procedure adopted pursuant to subsection (c) of
23 Section 10 of the Illinois Educational Labor Relations Act.

1 The grievance resolution procedure adopted by the board shall
2 provide for final and binding arbitration, and,
3 notwithstanding any other provision of law to the contrary,
4 the arbitrator's decision may include all make-whole relief,
5 including without limitation reinstatement. The principal
6 shall fill positions by appointment as provided in this
7 Section and may make recommendations to the board regarding
8 the employment, discharge, or layoff of any individual. The
9 authority of the principal shall include the authority to
10 direct the hours during which the attendance center shall be
11 open and available for use provided the use complies with
12 board rules and policies, to determine when and what
13 operations shall be conducted within those hours, and to
14 schedule staff within those hours. Under the direction of, and
15 subject to the authority of the principal, the Engineer In
16 Charge shall be accountable for the safe, economical operation
17 of the plant and grounds and shall also be responsible for
18 orientation, training, and supervising the work of Engineers,
19 Trainees, school maintenance assistants, custodial workers and
20 other plant operation employees under his or her direction.

21 There shall be established by the board a system of
22 semi-annual evaluations conducted by the principal as to
23 performance of the engineer in charge. Nothing in this Section
24 shall prevent the principal from conducting additional
25 evaluations. An overall numerical rating shall be given by the
26 principal based on the evaluation conducted by the principal.

1 An unsatisfactory numerical rating shall result in
2 disciplinary action, which may include, without limitation and
3 in the judgment of the principal, loss of promotion or bidding
4 procedure, reprimand, suspension with or without pay, or
5 recommended dismissal. The board shall establish procedures
6 for conducting the evaluation and reporting the results to the
7 engineer in charge.

8 Under the direction of, and subject to the authority of,
9 the principal, the Food Service Manager is responsible at all
10 times for the proper operation and maintenance of the lunch
11 room to which he is assigned and shall also be responsible for
12 the orientation, training, and supervising the work of cooks,
13 bakers, porters, and lunchroom attendants under his or her
14 direction.

15 There shall be established by the Board a system of
16 semi-annual evaluations conducted by the principal as to the
17 performance of the food service manager. Nothing in this
18 Section shall prevent the principal from conducting additional
19 evaluations. An overall numerical rating shall be given by the
20 principal based on the evaluation conducted by the principal.

21 An unsatisfactory numerical rating shall result in
22 disciplinary action which may include, without limitation and
23 in the judgment of the principal, loss of promotion or bidding
24 procedure, reprimand, suspension with or without pay, or
25 recommended dismissal. The board shall establish rules for
26 conducting the evaluation and reporting the results to the

1 food service manager.

2 Nothing in this Section shall be interpreted to require
3 the employment or assignment of an Engineer-In-Charge or a
4 Food Service Manager for each attendance center.

5 Principals shall be employed to supervise the educational
6 operation of each attendance center. If a principal is absent
7 due to extended illness or leave of absence, an assistant
8 principal may be assigned as acting principal for a period not
9 to exceed 100 school days. Each principal shall assume
10 administrative responsibility and instructional leadership, in
11 accordance with reasonable rules and regulations of the board,
12 for the planning, operation and evaluation of the educational
13 program of the attendance center to which he is assigned. The
14 principal shall submit recommendations to the general
15 superintendent concerning the appointment, dismissal,
16 retention, promotion, and assignment of all personnel assigned
17 to the attendance center; provided, that from and after
18 September 1, 1989: (i) if any vacancy occurs in a position at
19 the attendance center or if an additional or new position is
20 created at the attendance center, that position shall be
21 filled by appointment made by the principal in accordance with
22 procedures established and provided by the Board whenever the
23 majority of the duties included in that position are to be
24 performed at the attendance center which is under the
25 principal's supervision, and each such appointment so made by
26 the principal shall be made and based upon merit and ability to

1 perform in that position without regard to seniority or length
2 of service, provided, that such appointments shall be subject
3 to the Board's desegregation obligations, including but not
4 limited to the Consent Decree and Desegregation Plan in U.S.
5 v. Chicago Board of Education; (ii) the principal shall submit
6 recommendations based upon merit and ability to perform in the
7 particular position, without regard to seniority or length of
8 service, to the general superintendent concerning the
9 appointment of any teacher, teacher aide, counselor, clerk,
10 hall guard, security guard and any other personnel which is to
11 be made by the general superintendent whenever less than a
12 majority of the duties of that teacher, teacher aide,
13 counselor, clerk, hall guard, and security guard and any other
14 personnel are to be performed at the attendance center which
15 is under the principal's supervision; and (iii) subject to law
16 and the applicable collective bargaining agreements, the
17 authority and responsibilities of a principal with respect to
18 the evaluation of all teachers and other personnel assigned to
19 an attendance center shall commence immediately upon his or
20 her appointment as principal of the attendance center, without
21 regard to the length of time that he or she has been the
22 principal of that attendance center.

23 Notwithstanding the existence of any other law of this
24 State, nothing in this Code, other than any prohibition under
25 paragraph 30 of Section 34-18, Act shall prevent the board
26 from entering into a contract with a third party for services

1 currently performed by any employee or bargaining unit member.

2 Notwithstanding any other provision of this Article, each
3 principal may approve contracts, binding on the board, in the
4 amount of no more than \$10,000, if the contract is endorsed by
5 the Local School Council.

6 Unless otherwise prohibited by law or by rule of the
7 board, the principal shall provide to local school council
8 members copies of all internal audits and any other pertinent
9 information generated by any audits or reviews of the programs
10 and operation of the attendance center.

11 Each principal shall hold a valid Professional Educator
12 License issued in accordance with Article 21B and endorsed as
13 required by that Article for the position of principal. The
14 board may establish or impose clear, specific, explicit, and
15 objective academic, educational, examination, and experience
16 requirements and criteria that are in addition to those
17 established and required by Article 21B for issuance of a
18 valid license endorsed for the position of principal as a
19 condition of the nomination, selection, appointment,
20 employment, or continued employment of a person as principal
21 of any attendance center or as a condition of the renewal of
22 any principal's performance contract. If the additional
23 requirements and criteria result or may result in the
24 exclusion of an otherwise qualified and licensed candidate
25 from being eligible for selection to serve as a principal of an
26 attendance center, then the board shall maintain a public

1 database that includes the names of all the candidates who are
2 eligible to be selected as a principal and who do not choose to
3 not have their name included in the database. The board shall
4 give notice of no less than 30 days to all otherwise qualified
5 and licensed candidates each quarter of their ability to be
6 included in the database and shall make updates to the
7 database within no more than 10 days after the end of the
8 quarter for which notice is given.

9 The board must establish standards and procedures to
10 ensure that no candidate is deemed ineligible to be selected
11 as a principal for reasons that are not directly related to the
12 candidate's anticipated performance as a principal. The
13 standards and procedures established by the board must do all
14 of the following:

15 (1) Set forth all of the specific criteria used by the
16 board to make decisions concerning the eligibility of
17 candidates.

18 (2) Provide each candidate with a written,
19 competency-aligned score report and evidence-based
20 rationale related to the scoring criteria for each
21 competency area.

22 (3) Provide remediation goals and other supportive
23 services to assist a candidate in correcting any
24 deficiencies identified by the board in the board's
25 rationale.

26 (4) Include provisions to ensure that no person is

1 discriminated against on the basis of conscious or
2 implicit biases associated with race, color, national
3 origin, or a disability that is unrelated to the person's
4 ability to perform the duties of a principal.

5 The board, in cooperation with the organization that
6 represents the district's principals and assistant principals,
7 must establish a grievance and hearing procedure for those
8 candidates the general superintendent or the general
9 superintendent's designee has deemed ineligible to serve as
10 principal of an attendance center or whose eligibility has
11 been slated for revocation. The evaluator must be a State
12 Board of Education-trained principal evaluator or must receive
13 such training before rendering a decision. The hearing officer
14 must receive sufficient training in principal evaluation
15 processes and criteria to render an informed decision.

16 Within 10 days after the general superintendent or the
17 general superintendent's designee determines that a candidate
18 is ineligible or makes a decision to revoke the eligibility of
19 an administrator, the general superintendent or the general
20 superintendent's designee must notify the candidate or
21 administrator, in writing, of the specific reasons for the
22 general superintendent's or the general superintendent's
23 designee's determination of the candidate's or administrator's
24 ineligibility. Within 30 days after receiving this
25 notification, the candidate or administrator may request that
26 the general superintendent or the general superintendent's

1 designee initiate a review of the decision through the
2 grievance and hearing process established pursuant to this
3 Section.

4 In the case of a principal who is deemed ineligible based
5 on a performance evaluation, the evaluator conducting the
6 review must consider as evidence of the principal's
7 performance any local school council evaluation that covers
8 the same evaluation period. If a decision to revoke
9 eligibility is grieved, the administrator shall remain on the
10 eligibility list until the administrator receives a decision
11 in the grievance. However, prior to any hiring decision, the
12 board may communicate to any local school council that the
13 administrator has a grievance pending while the grievance is
14 pending. The grievance decision shall be binding on the
15 principal and the board.

16 If performance evaluations are included in the criteria
17 used by the board in determining that a principal is no longer
18 eligible to seek a principal position at an attendance center,
19 the board's criteria must use the standard of either an
20 unsatisfactory summative evaluation or 2 or more basic or
21 lower summative performance evaluations within a period of 7
22 school years, except as provided below in the case of a
23 principal who is in his or her first principal position. A
24 principal with summative performance evaluations of basic in
25 the principal's first 2 school years in that role shall not
26 impact a principal's eligibility status if the principal earns

1 an increased numerical rating in at least one competency
2 domain while maintaining ratings on all other competency
3 domains in the school year immediately following the basic
4 rating. A principal who is deemed ineligible based on a
5 performance evaluation may request that the general
6 superintendent review that determination under the grievance
7 procedure, in which case the general superintendent's designee
8 must be a State Board of Education-trained principal
9 evaluator, and, in conducting that review, the general
10 superintendent's designee must consider any local school
11 council evaluation that covers the same evaluation period. If
12 an individual evaluator rates an individual principal as
13 unsatisfactory for the first time, the board may not determine
14 that a principal is no longer eligible to serve as a principal
15 based on performance evaluations from that evaluator if,
16 during the same school term of service, the local school
17 council's evaluation of the principal's performance was
18 distinguished. If a principal has been deemed ineligible based
19 on a performance evaluation, the principal's status is
20 restored to eligible when the principal receives a proficient
21 or higher summative performance evaluation rating, provided
22 the principal meets all other criteria for eligibility.

23 The board shall specify in its formal job description for
24 principals, and from and after July 1, 1990 shall specify in
25 the 4 year performance contracts for use with respect to all
26 principals, that his or her primary responsibility is in the

1 improvement of instruction. A majority of the time spent by a
2 principal shall be spent on curriculum and staff development
3 through both formal and informal activities, establishing
4 clear lines of communication regarding school goals,
5 accomplishments, practices and policies with parents and
6 teachers. The principal, with the assistance of the local
7 school council, shall develop a school improvement plan as
8 provided in Section 34-2.4 and, upon approval of the plan by
9 the local school council, shall be responsible for directing
10 implementation of the plan. The principal, with the assistance
11 of the professional personnel leadership committee, shall
12 develop the specific methods and contents of the school's
13 curriculum within the board's system-wide curriculum standards
14 and objectives and the requirements of the school improvement
15 plan. The board shall ensure that all principals are evaluated
16 on their instructional leadership ability and their ability to
17 maintain a positive education and learning climate. It shall
18 also be the responsibility of the principal to utilize
19 resources of proper law enforcement agencies when the safety
20 and welfare of students and teachers are threatened by illegal
21 use of drugs and alcohol, by illegal use or possession of
22 weapons, or by illegal gang activity.

23 Nothing in this Section shall prohibit the board and the
24 exclusive representative of the district's teachers from
25 entering into an agreement under Section 34-85c of this Code
26 to establish alternative procedures for teacher evaluation,

1 remediation, and removal for cause after remediation,
2 including an alternative system for peer evaluation and
3 recommendations, for teachers assigned to schools identified
4 in that agreement.

5 On or before October 1, 1989, the Board of Education, in
6 consultation with any professional organization representing
7 principals in the district, shall promulgate rules and
8 implement a lottery for the purpose of determining whether a
9 principal's existing performance contract (including the
10 performance contract applicable to any principal's position in
11 which a vacancy then exists) expires on June 30, 1990 or on
12 June 30, 1991, and whether the ensuing 4 year performance
13 contract begins on July 1, 1990 or July 1, 1991. The Board of
14 Education shall establish and conduct the lottery in such
15 manner that of all the performance contracts of principals
16 (including the performance contracts applicable to all
17 principal positions in which a vacancy then exists), 50% of
18 such contracts shall expire on June 30, 1990, and 50% shall
19 expire on June 30, 1991. All persons serving as principal on
20 May 1, 1989, and all persons appointed as principal after May
21 1, 1989 and prior to July 1, 1990 or July 1, 1991, in a manner
22 other than as provided by Section 34-2.3, shall be deemed by
23 operation of law to be serving under a performance contract
24 which expires on June 30, 1990 or June 30, 1991; and unless
25 such performance contract of any such principal is renewed (or
26 such person is again appointed to serve as principal) in the

1 manner provided by Section 34-2.2 or 34-2.3, the employment of
2 such person as principal shall terminate on June 30, 1990 or
3 June 30, 1991.

4 Commencing on July 1, 1990, or on July 1, 1991, and
5 thereafter, the principal of each attendance center shall be
6 the person selected in the manner provided by Section 34-2.3
7 to serve as principal of that attendance center under a 4 year
8 performance contract. All performance contracts of principals
9 expiring after July 1, 1990, or July 1, 1991, shall commence on
10 the date specified in the contract, and the renewal of their
11 performance contracts and the appointment of principals when
12 their performance contracts are not renewed shall be governed
13 by Sections 34-2.2 and 34-2.3. Whenever a vacancy in the
14 office of a principal occurs for any reason, the vacancy shall
15 be filled by the selection of a new principal to serve under a
16 4 year performance contract in the manner provided by Section
17 34-2.3.

18 The board of education shall develop and prepare, in
19 consultation with the organization representing principals, a
20 performance contract for use at all attendance centers, and
21 shall furnish the same to each local school council. The term
22 of the performance contract shall be 4 years, unless the
23 principal is retained by the decision of a hearing officer
24 pursuant to subdivision 1.5 of Section 34-2.3, in which case
25 the contract shall be extended for 2 years. The performance
26 contract of each principal shall consist of the uniform

1 performance contract, as developed or from time to time
2 modified by the board, and such additional criteria as are
3 established by a local school council pursuant to Section
4 34-2.3 for the performance contract of its principal.

5 During the term of his or her performance contract, a
6 principal may be removed only as provided for in the
7 performance contract except for cause. He or she shall also be
8 obliged to follow the rules of the board of education
9 concerning conduct and efficiency.

10 In the event the performance contract of a principal is
11 not renewed or a principal is not reappointed as principal
12 under a new performance contract, or in the event a principal
13 is appointed to any position of superintendent or higher
14 position, or voluntarily resigns his position of principal,
15 his or her employment as a principal shall terminate and such
16 former principal shall not be reinstated to the position from
17 which he or she was promoted to principal, except that he or
18 she, if otherwise qualified and licensed in accordance with
19 Article 21B, shall be placed by the board on appropriate
20 eligibility lists which it prepares for use in the filling of
21 vacant or additional or newly created positions for teachers.
22 The principal's total years of service to the board as both a
23 teacher and a principal, or in other professional capacities,
24 shall be used in calculating years of experience for purposes
25 of being selected as a teacher into new, additional or vacant
26 positions.

1 In the event the performance contract of a principal is
2 not renewed or a principal is not reappointed as principal
3 under a new performance contract, such principal shall be
4 eligible to continue to receive his or her previously provided
5 level of health insurance benefits for a period of 90 days
6 following the non-renewal of the contract at no expense to the
7 principal, provided that such principal has not retired.

8 (Source: P.A. 102-894, eff. 5-20-22; 102-1139, eff. 2-10-23.)

9 (105 ILCS 5/34-18) (from Ch. 122, par. 34-18)

10 Sec. 34-18. Powers of the board. The board shall exercise
11 general supervision and jurisdiction over the public education
12 and the public school system of the city, and, except as
13 otherwise provided by this Article, shall have power:

14 1. To make suitable provision for the establishment
15 and maintenance throughout the year or for such portion
16 thereof as it may direct, not less than 9 months and in
17 compliance with Section 10-19.05, of schools of all grades
18 and kinds, including normal schools, high schools, night
19 schools, schools for defectives and delinquents, parental
20 and truant schools, schools for the blind, the deaf, and
21 persons with physical disabilities, schools or classes in
22 manual training, constructural and vocational teaching,
23 domestic arts, and physical culture, vocation and
24 extension schools and lecture courses, and all other
25 educational courses and facilities, including

1 establishing, equipping, maintaining and operating
2 playgrounds and recreational programs, when such programs
3 are conducted in, adjacent to, or connected with any
4 public school under the general supervision and
5 jurisdiction of the board; provided that the calendar for
6 the school term and any changes must be submitted to and
7 approved by the State Board of Education before the
8 calendar or changes may take effect, and provided that in
9 allocating funds from year to year for the operation of
10 all attendance centers within the district, the board
11 shall ensure that supplemental general State aid or
12 supplemental grant funds are allocated and applied in
13 accordance with Section 18-8, 18-8.05, or 18-8.15. To
14 admit to such schools without charge foreign exchange
15 students who are participants in an organized exchange
16 student program which is authorized by the board. The
17 board shall permit all students to enroll in
18 apprenticeship programs in trade schools operated by the
19 board, whether those programs are union-sponsored or not.
20 No student shall be refused admission into or be excluded
21 from any course of instruction offered in the common
22 schools by reason of that student's sex. No student shall
23 be denied equal access to physical education and
24 interscholastic athletic programs supported from school
25 district funds or denied participation in comparable
26 physical education and athletic programs solely by reason

1 of the student's sex. Equal access to programs supported
2 from school district funds and comparable programs will be
3 defined in rules promulgated by the State Board of
4 Education in consultation with the Illinois High School
5 Association. Notwithstanding any other provision of this
6 Article, neither the board of education nor any local
7 school council or other school official shall recommend
8 that children with disabilities be placed into regular
9 education classrooms unless those children with
10 disabilities are provided with supplementary services to
11 assist them so that they benefit from the regular
12 classroom instruction and are included on the teacher's
13 regular education class register;

14 2. To furnish lunches to pupils, to make a reasonable
15 charge therefor, and to use school funds for the payment
16 of such expenses as the board may determine are necessary
17 in conducting the school lunch program;

18 3. To co-operate with the circuit court;

19 4. To make arrangements with the public or
20 quasi-public libraries and museums for the use of their
21 facilities by teachers and pupils of the public schools;

22 5. To employ dentists and prescribe their duties for
23 the purpose of treating the pupils in the schools, but
24 accepting such treatment shall be optional with parents or
25 guardians;

26 6. To grant the use of assembly halls and classrooms

1 when not otherwise needed, including light, heat, and
2 attendants, for free public lectures, concerts, and other
3 educational and social interests, free of charge, under
4 such provisions and control as the principal of the
5 affected attendance center may prescribe;

6 7. To apportion the pupils to the several schools;
7 provided that no pupil shall be excluded from or
8 segregated in any such school on account of his color,
9 race, sex, or nationality. The board shall take into
10 consideration the prevention of segregation and the
11 elimination of separation of children in public schools
12 because of color, race, sex, or nationality. Except that
13 children may be committed to or attend parental and social
14 adjustment schools established and maintained either for
15 boys or girls only. All records pertaining to the
16 creation, alteration or revision of attendance areas shall
17 be open to the public. Nothing herein shall limit the
18 board's authority to establish multi-area attendance
19 centers or other student assignment systems for
20 desegregation purposes or otherwise, and to apportion the
21 pupils to the several schools. Furthermore, beginning in
22 school year 1994-95, pursuant to a board plan adopted by
23 October 1, 1993, the board shall offer, commencing on a
24 phased-in basis, the opportunity for families within the
25 school district to apply for enrollment of their children
26 in any attendance center within the school district which

1 does not have selective admission requirements approved by
2 the board. The appropriate geographical area in which such
3 open enrollment may be exercised shall be determined by
4 the board of education. Such children may be admitted to
5 any such attendance center on a space available basis
6 after all children residing within such attendance
7 center's area have been accommodated. If the number of
8 applicants from outside the attendance area exceed the
9 space available, then successful applicants shall be
10 selected by lottery. The board of education's open
11 enrollment plan must include provisions that allow
12 low-income students to have access to transportation
13 needed to exercise school choice. Open enrollment shall be
14 in compliance with the provisions of the Consent Decree
15 and Desegregation Plan cited in Section 34-1.01;

16 8. To approve programs and policies for providing
17 transportation services to students. Nothing herein shall
18 be construed to permit or empower the State Board of
19 Education to order, mandate, or require busing or other
20 transportation of pupils for the purpose of achieving
21 racial balance in any school;

22 9. Subject to the limitations in this Article, to
23 establish and approve system-wide curriculum objectives
24 and standards, including graduation standards, which
25 reflect the multi-cultural diversity in the city and are
26 consistent with State law, provided that for all purposes

1 of this Article courses or proficiency in American Sign
2 Language shall be deemed to constitute courses or
3 proficiency in a foreign language; and to employ
4 principals and teachers, appointed as provided in this
5 Article, and fix their compensation. The board shall
6 prepare such reports related to minimal competency testing
7 as may be requested by the State Board of Education and, in
8 addition, shall monitor and approve special education and
9 bilingual education programs and policies within the
10 district to ensure that appropriate services are provided
11 in accordance with applicable State and federal laws to
12 children requiring services and education in those areas;

13 10. To employ non-teaching personnel or utilize
14 volunteer personnel for: (i) non-teaching duties not
15 requiring instructional judgment or evaluation of pupils,
16 including library duties; and (ii) supervising study
17 halls, long distance teaching reception areas used
18 incident to instructional programs transmitted by
19 electronic media such as computers, video, and audio,
20 detention and discipline areas, and school-sponsored
21 extracurricular activities. The board may further utilize
22 volunteer nonlicensed personnel or employ nonlicensed
23 personnel to assist in the instruction of pupils under the
24 immediate supervision of a teacher holding a valid
25 educator license, directly engaged in teaching subject
26 matter or conducting activities; provided that the teacher

1 shall be continuously aware of the nonlicensed persons'
2 activities and shall be able to control or modify them.
3 The general superintendent shall determine qualifications
4 of such personnel and shall prescribe rules for
5 determining the duties and activities to be assigned to
6 such personnel;

7 10.5. To utilize volunteer personnel from a regional
8 School Crisis Assistance Team (S.C.A.T.), created as part
9 of the Safe to Learn Program established pursuant to
10 Section 25 of the Illinois Violence Prevention Act of
11 1995, to provide assistance to schools in times of
12 violence or other traumatic incidents within a school
13 community by providing crisis intervention services to
14 lessen the effects of emotional trauma on individuals and
15 the community; the School Crisis Assistance Team Steering
16 Committee shall determine the qualifications for
17 volunteers;

18 11. To provide television studio facilities in not to
19 exceed one school building and to provide programs for
20 educational purposes, provided, however, that the board
21 shall not construct, acquire, operate, or maintain a
22 television transmitter; to grant the use of its studio
23 facilities to a licensed television station located in the
24 school district; and to maintain and operate not to exceed
25 one school radio transmitting station and provide programs
26 for educational purposes;

1 12. To offer, if deemed appropriate, outdoor education
2 courses, including field trips within the State of
3 Illinois, or adjacent states, and to use school
4 educational funds for the expense of the said outdoor
5 educational programs, whether within the school district
6 or not;

7 13. During that period of the calendar year not
8 embraced within the regular school term, to provide and
9 conduct courses in subject matters normally embraced in
10 the program of the schools during the regular school term
11 and to give regular school credit for satisfactory
12 completion by the student of such courses as may be
13 approved for credit by the State Board of Education;

14 14. To insure against any loss or liability of the
15 board, the former School Board Nominating Commission,
16 Local School Councils, the Chicago Schools Academic
17 Accountability Council, or the former Subdistrict Councils
18 or of any member, officer, agent, or employee thereof,
19 resulting from alleged violations of civil rights arising
20 from incidents occurring on or after September 5, 1967 or
21 from the wrongful or negligent act or omission of any such
22 person whether occurring within or without the school
23 premises, provided the officer, agent, or employee was, at
24 the time of the alleged violation of civil rights or
25 wrongful act or omission, acting within the scope of his
26 or her employment or under direction of the board, the

1 former School Board Nominating Commission, the Chicago
2 Schools Academic Accountability Council, Local School
3 Councils, or the former Subdistrict Councils; and to
4 provide for or participate in insurance plans for its
5 officers and employees, including, but not limited to,
6 retirement annuities, medical, surgical and
7 hospitalization benefits in such types and amounts as may
8 be determined by the board; provided, however, that the
9 board shall contract for such insurance only with an
10 insurance company authorized to do business in this State.
11 Such insurance may include provision for employees who
12 rely on treatment by prayer or spiritual means alone for
13 healing, in accordance with the tenets and practice of a
14 recognized religious denomination;

15 15. To contract with the corporate authorities of any
16 municipality or the county board of any county, as the
17 case may be, to provide for the regulation of traffic in
18 parking areas of property used for school purposes, in
19 such manner as is provided by Section 11-209 of the
20 Illinois Vehicle Code;

21 16. (a) To provide, on an equal basis, access to a high
22 school campus and student directory information to the
23 official recruiting representatives of the armed forces of
24 Illinois and the United States for the purposes of
25 informing students of the educational and career
26 opportunities available in the military if the board has

1 provided such access to persons or groups whose purpose is
2 to acquaint students with educational or occupational
3 opportunities available to them. The board is not required
4 to give greater notice regarding the right of access to
5 recruiting representatives than is given to other persons
6 and groups. In this paragraph 16, "directory information"
7 means a high school student's name, address, and telephone
8 number.

9 (b) If a student or his or her parent or guardian
10 submits a signed, written request to the high school
11 before the end of the student's sophomore year (or if the
12 student is a transfer student, by another time set by the
13 high school) that indicates that the student or his or her
14 parent or guardian does not want the student's directory
15 information to be provided to official recruiting
16 representatives under subsection (a) of this Section, the
17 high school may not provide access to the student's
18 directory information to these recruiting representatives.
19 The high school shall notify its students and their
20 parents or guardians of the provisions of this subsection
21 (b).

22 (c) A high school may require official recruiting
23 representatives of the armed forces of Illinois and the
24 United States to pay a fee for copying and mailing a
25 student's directory information in an amount that is not
26 more than the actual costs incurred by the high school.

1 (d) Information received by an official recruiting
2 representative under this Section may be used only to
3 provide information to students concerning educational and
4 career opportunities available in the military and may not
5 be released to a person who is not involved in recruiting
6 students for the armed forces of Illinois or the United
7 States;

8 17. (a) To sell or market any computer program
9 developed by an employee of the school district, provided
10 that such employee developed the computer program as a
11 direct result of his or her duties with the school
12 district or through the utilization of school district
13 resources or facilities. The employee who developed the
14 computer program shall be entitled to share in the
15 proceeds of such sale or marketing of the computer
16 program. The distribution of such proceeds between the
17 employee and the school district shall be as agreed upon
18 by the employee and the school district, except that
19 neither the employee nor the school district may receive
20 more than 90% of such proceeds. The negotiation for an
21 employee who is represented by an exclusive bargaining
22 representative may be conducted by such bargaining
23 representative at the employee's request.

24 (b) For the purpose of this paragraph 17:

25 (1) "Computer" means an internally programmed,
26 general purpose digital device capable of

1 automatically accepting data, processing data and
2 supplying the results of the operation.

3 (2) "Computer program" means a series of coded
4 instructions or statements in a form acceptable to a
5 computer, which causes the computer to process data in
6 order to achieve a certain result.

7 (3) "Proceeds" means profits derived from the
8 marketing or sale of a product after deducting the
9 expenses of developing and marketing such product;

10 18. To delegate to the general superintendent of
11 schools, by resolution, the authority to approve contracts
12 and expenditures in amounts of \$35,000 or less;

13 19. Upon the written request of an employee, to
14 withhold from the compensation of that employee any dues,
15 payments, or contributions payable by such employee to any
16 labor organization as defined in the Illinois Educational
17 Labor Relations Act. Under such arrangement, an amount
18 shall be withheld from each regular payroll period which
19 is equal to the pro rata share of the annual dues plus any
20 payments or contributions, and the board shall transmit
21 such withholdings to the specified labor organization
22 within 10 working days from the time of the withholding;

23 19a. Upon receipt of notice from the comptroller of a
24 municipality with a population of 500,000 or more, a
25 county with a population of 3,000,000 or more, the Cook
26 County Forest Preserve District, the Chicago Park

1 District, the Metropolitan Water Reclamation District, the
2 Chicago Transit Authority, or a housing authority of a
3 municipality with a population of 500,000 or more that a
4 debt is due and owing the municipality, the county, the
5 Cook County Forest Preserve District, the Chicago Park
6 District, the Metropolitan Water Reclamation District, the
7 Chicago Transit Authority, or the housing authority by an
8 employee of the Chicago Board of Education, to withhold,
9 from the compensation of that employee, the amount of the
10 debt that is due and owing and pay the amount withheld to
11 the municipality, the county, the Cook County Forest
12 Preserve District, the Chicago Park District, the
13 Metropolitan Water Reclamation District, the Chicago
14 Transit Authority, or the housing authority; provided,
15 however, that the amount deducted from any one salary or
16 wage payment shall not exceed 25% of the net amount of the
17 payment. Before the Board deducts any amount from any
18 salary or wage of an employee under this paragraph, the
19 municipality, the county, the Cook County Forest Preserve
20 District, the Chicago Park District, the Metropolitan
21 Water Reclamation District, the Chicago Transit Authority,
22 or the housing authority shall certify that (i) the
23 employee has been afforded an opportunity for a hearing to
24 dispute the debt that is due and owing the municipality,
25 the county, the Cook County Forest Preserve District, the
26 Chicago Park District, the Metropolitan Water Reclamation

1 District, the Chicago Transit Authority, or the housing
2 authority and (ii) the employee has received notice of a
3 wage deduction order and has been afforded an opportunity
4 for a hearing to object to the order. For purposes of this
5 paragraph, "net amount" means that part of the salary or
6 wage payment remaining after the deduction of any amounts
7 required by law to be deducted and "debt due and owing"
8 means (i) a specified sum of money owed to the
9 municipality, the county, the Cook County Forest Preserve
10 District, the Chicago Park District, the Metropolitan
11 Water Reclamation District, the Chicago Transit Authority,
12 or the housing authority for services, work, or goods,
13 after the period granted for payment has expired, or (ii)
14 a specified sum of money owed to the municipality, the
15 county, the Cook County Forest Preserve District, the
16 Chicago Park District, the Metropolitan Water Reclamation
17 District, the Chicago Transit Authority, or the housing
18 authority pursuant to a court order or order of an
19 administrative hearing officer after the exhaustion of, or
20 the failure to exhaust, judicial review;

21 20. The board is encouraged to employ a sufficient
22 number of licensed school counselors to maintain a
23 student/counselor ratio of 250 to 1. Each counselor shall
24 spend at least 75% of his work time in direct contact with
25 students and shall maintain a record of such time;

26 21. To make available to students vocational and

1 career counseling and to establish 5 special career
2 counseling days for students and parents. On these days
3 representatives of local businesses and industries shall
4 be invited to the school campus and shall inform students
5 of career opportunities available to them in the various
6 businesses and industries. Special consideration shall be
7 given to counseling minority students as to career
8 opportunities available to them in various fields. For the
9 purposes of this paragraph, minority student means a
10 person who is any of the following:

11 (a) American Indian or Alaska Native (a person having
12 origins in any of the original peoples of North and South
13 America, including Central America, and who maintains
14 tribal affiliation or community attachment).

15 (b) Asian (a person having origins in any of the
16 original peoples of the Far East, Southeast Asia, or the
17 Indian subcontinent, including, but not limited to,
18 Cambodia, China, India, Japan, Korea, Malaysia, Pakistan,
19 the Philippine Islands, Thailand, and Vietnam).

20 (c) Black or African American (a person having origins
21 in any of the black racial groups of Africa).

22 (d) Hispanic or Latino (a person of Cuban, Mexican,
23 Puerto Rican, South or Central American, or other Spanish
24 culture or origin, regardless of race).

25 (e) Native Hawaiian or Other Pacific Islander (a
26 person having origins in any of the original peoples of

1 Hawaii, Guam, Samoa, or other Pacific Islands).

2 Counseling days shall not be in lieu of regular school
3 days;

4 22. To report to the State Board of Education the
5 annual student dropout rate and number of students who
6 graduate from, transfer from, or otherwise leave bilingual
7 programs;

8 23. Except as otherwise provided in the Abused and
9 Neglected Child Reporting Act or other applicable State or
10 federal law, to permit school officials to withhold, from
11 any person, information on the whereabouts of any child
12 removed from school premises when the child has been taken
13 into protective custody as a victim of suspected child
14 abuse. School officials shall direct such person to the
15 Department of Children and Family Services or to the local
16 law enforcement agency, if appropriate;

17 24. To develop a policy, based on the current state of
18 existing school facilities, projected enrollment, and
19 efficient utilization of available resources, for capital
20 improvement of schools and school buildings within the
21 district, addressing in that policy both the relative
22 priority for major repairs, renovations, and additions to
23 school facilities and the advisability or necessity of
24 building new school facilities or closing existing schools
25 to meet current or projected demographic patterns within
26 the district;

1 25. To make available to the students in every high
2 school attendance center the ability to take all courses
3 necessary to comply with the Board of Higher Education's
4 college entrance criteria effective in 1993;

5 26. To encourage mid-career changes into the teaching
6 profession, whereby qualified professionals become
7 licensed teachers, by allowing credit for professional
8 employment in related fields when determining point of
9 entry on the teacher pay scale;

10 27. To provide or contract out training programs for
11 administrative personnel and principals with revised or
12 expanded duties pursuant to this Code in order to ensure
13 they have the knowledge and skills to perform their
14 duties;

15 28. To establish a fund for the prioritized special
16 needs programs, and to allocate such funds and other lump
17 sum amounts to each attendance center in a manner
18 consistent with the provisions of part 4 of Section
19 34-2.3. Nothing in this paragraph shall be construed to
20 require any additional appropriations of State funds for
21 this purpose;

22 29. (Blank);

23 30. Notwithstanding any other provision of this Code
24 ~~Act~~ or any other law to the contrary other than any
25 prohibition under this paragraph 30, to contract with
26 third parties for services otherwise performed by

1 employees, including those in a bargaining unit, and to
2 layoff those employees upon 14 days written notice to the
3 affected employees. Those contracts may be for a period
4 not to exceed 5 years and may be awarded on a system-wide
5 basis. However, the board may not contract with a third
6 party on or after the effective date of this amendatory
7 Act of the 103rd General Assembly for services relating to
8 custodial, dietary, or daily maintenance of a district
9 facility. The board may not operate more than 30 contract
10 schools, provided that the board may operate an additional
11 5 contract turnaround schools pursuant to item (5.5) of
12 subsection (d) of Section 34-8.3 of this Code, and the
13 governing bodies of contract schools are subject to the
14 Freedom of Information Act and Open Meetings Act;

15 31. To promulgate rules establishing procedures
16 governing the layoff or reduction in force of employees
17 and the recall of such employees, including, but not
18 limited to, criteria for such layoffs, reductions in force
19 or recall rights of such employees and the weight to be
20 given to any particular criterion. Such criteria shall
21 take into account factors, including, but not limited to,
22 qualifications, certifications, experience, performance
23 ratings or evaluations, and any other factors relating to
24 an employee's job performance;

25 32. To develop a policy to prevent nepotism in the
26 hiring of personnel or the selection of contractors;

1 33. (Blank); and

2 34. To establish a Labor Management Council to the
3 board comprised of representatives of the board, the chief
4 executive officer, and those labor organizations that are
5 the exclusive representatives of employees of the board
6 and to promulgate policies and procedures for the
7 operation of the Council.

8 The specifications of the powers herein granted are not to
9 be construed as exclusive, but the board shall also exercise
10 all other powers that may be requisite or proper for the
11 maintenance and the development of a public school system, not
12 inconsistent with the other provisions of this Article or
13 provisions of this Code which apply to all school districts.

14 In addition to the powers herein granted and authorized to
15 be exercised by the board, it shall be the duty of the board to
16 review or to direct independent reviews of special education
17 expenditures and services. The board shall file a report of
18 such review with the General Assembly on or before May 1, 1990.
19 (Source: P.A. 102-465, eff. 1-1-22; 102-558, eff. 8-20-21;
20 102-894, eff. 5-20-22; 103-8, eff. 1-1-24.)

21 (105 ILCS 5/34-21.3) (from Ch. 122, par. 34-21.3)

22 Sec. 34-21.3. Contracts. The board shall by record vote
23 let all contracts (other than those excepted by Section
24 10-20.21 or paragraph 30 of Section 34-18 of this Code) for
25 supplies, materials, or work and contracts with private

1 carriers for transportation of pupils involving an expenditure
2 in excess of \$35,000 or a lower amount as required by board
3 policy by competitive bidding as provided in Section 10-20.21
4 of this Code.

5 The board may delegate to the general superintendent of
6 schools, by resolution, the authority to approve contracts in
7 amounts of \$35,000 or less.

8 For a period of one year from and after the expiration or
9 other termination of his or her term of office as a member of
10 the board: (i) the former board member shall not be eligible
11 for employment nor be employed by the board, a local school
12 council, an attendance center, or any other subdivision or
13 agent of the board or the school district governed by the
14 board, and (ii) neither the board nor the chief purchasing
15 officer shall let or delegate authority to let any contract
16 for services, employment, or other work to the former board
17 member or to any corporation, partnership, association, sole
18 proprietorship, or other entity other than publicly traded
19 companies from which the former board member receives an
20 annual income, dividends, or other compensation in excess of
21 \$1,500. Any contract that is entered into by or under a
22 delegation of authority from the board or the chief purchasing
23 officer shall contain a provision stating that the contract is
24 not legally binding on the board if entered into in violation
25 of the provisions of this paragraph.

26 In addition, the State Board of Education, in consultation

1 with the board, shall (i) review existing conflict of interest
2 and disclosure laws or regulations that are applicable to the
3 executive officers and governing boards of school districts
4 organized under this Article and school districts generally,
5 (ii) determine what additional disclosure and conflict of
6 interest provisions would enhance the reputation and fiscal
7 integrity of the board and the procedure under which contracts
8 for goods and services are let, and (iii) develop appropriate
9 reporting forms and procedures applicable to the executive
10 officers, governing board, and other officials of the school
11 district.

12 (Source: P.A. 103-8, eff. 1-1-24.)

13 (105 ILCS 5/34-49) (from Ch. 122, par. 34-49)

14 Sec. 34-49. Contracts, expense and liabilities without
15 appropriation. No contract shall be made or expense or
16 liability incurred by the board, or any member or committee
17 thereof, or by any person for or in its behalf,
18 notwithstanding the expenditure may have been ordered by the
19 board, unless an appropriation therefor has been previously
20 made. Neither the board, nor any member or committee, officer,
21 head of any department or bureau, or employee thereof shall
22 during a fiscal year expend or contract to be expended any
23 money, or incur any liability, or enter into any contract
24 which by its terms involves the expenditure of money for any of
25 the purposes for which provision is made in the budget, in

1 excess of the amounts appropriated in the budget. Any
2 contract, verbal or written, made in violation of this Section
3 is void as to the board, and no moneys belonging thereto shall
4 be paid thereon. Provided, however, that the board may lease
5 from any Public Building Commission created pursuant to the
6 provisions of the Public Building Commission Act, approved
7 July 5, 1955, as heretofore or hereafter amended, or from any
8 individuals, partnerships or corporations, any real or
9 personal property for the purpose of securing space for its
10 school purposes or office or other space for its
11 administrative functions for any period of time not exceeding
12 40 years, and such lease may be made and the obligation or
13 expense thereunder incurred without making a previous
14 appropriation therefor, except as otherwise provided in
15 Section 34-21.1 of this Act. Provided that the board may enter
16 into agreements, including lease and lease purchase agreements
17 having a term not longer than 40 years from the date on which
18 such agreements are entered into, with individuals,
19 partnerships, or corporations for the construction of school
20 buildings, school administrative offices, site development,
21 and school support facilities. The board shall maintain
22 exclusive possession of all such schools, school
23 administrative offices, and school facilities which it is
24 occupying or acquiring pursuant to any such lease or lease
25 purchase agreement, and in addition shall have and exercise
26 complete control over the education program conducted at such

1 schools, offices and facilities. The board's contribution
2 under any such lease or lease purchase agreement shall be
3 limited to the use of the real estate and existing
4 improvements on a rental basis which shall be exempt from any
5 form of leasehold tax or assessment, but the interests of the
6 board may be subordinated to the interests of a mortgage
7 holder or holders acquired as security for additional
8 improvements made on the property. Provided that the board may
9 enter into agreements, including lease and lease purchase
10 agreements, having a term not longer than 40 years from the
11 date on which such agreements are entered into for the
12 provision of school buildings and related property and
13 facilities for an agricultural science school pursuant to
14 subparagraphs (8) through (10) of Section 34-21.1; and such
15 agreements may be made and the obligations thereunder incurred
16 without making a previous appropriation therefor. This Section
17 does not prevent the making of lawful contracts for the
18 construction of buildings, the purchase of insurance, the
19 leasing of equipment, the purchase of personal property by a
20 conditional sales agreement, or the leasing of personal
21 property under an agreement that upon compliance with the
22 terms of which the board shall become or has the option to
23 become the owner of the property for no additional
24 consideration or for a nominal consideration, the term of
25 which may be for periods of more than 1 year, but, in no case,
26 shall such conditional sales agreements or leases of personal

1 property by which the board may or will become the owner of the
2 personal property, provide for the consideration to be paid
3 during a period of time in excess of 10 years nor shall such
4 contracts provide for the payment of interest in excess of the
5 maximum rate authorized by the Bond Authorization Act, as
6 amended at the time of the making of the contract, on the
7 unpaid balance owing; nor shall this Section prevent the
8 making of lawful contracts for the purchase of fuel and the
9 removal of ashes for a period from July 1 of any year to June
10 30 of the year following, or the making of lawful contracts for
11 the transportation of pupils to and from school, or the
12 entering into of employment contracts with individuals or
13 groups of employees for any period not to exceed 4 years, or,
14 except as otherwise prohibited under paragraph 30 of Section
15 34-18, the entering into contracts with third parties for
16 services otherwise performed by employees for any period not
17 to exceed 5 years provided that the contracts with third
18 parties for services provided at attendance centers shall
19 specify that the principal of an attendance center shall have
20 authority, to the maximum extent possible, to direct persons
21 assigned to the attendance center pursuant to that contract,
22 or the making of requirement contracts for not to exceed one
23 year the terms of which may extend into the succeeding fiscal
24 year provided, however, that such contracts contain a
25 limitation on the amount to be expended and that such
26 contracts shall impose no obligation on the board except

1 pursuant to written purchase order.

2 With respect to instruments for the payment of money
3 issued under this Section either before, on, or after the
4 effective date of this amendatory Act of 1989, it is and always
5 has been the intention of the General Assembly (i) that the
6 Omnibus Bond Acts are and always have been supplementary
7 grants of power to issue instruments in accordance with the
8 Omnibus Bond Acts, regardless of any provision of this Act
9 that may appear to be or to have been more restrictive than
10 those Acts, (ii) that the provisions of this Section are not a
11 limitation on the supplementary authority granted by the
12 Omnibus Bond Acts, and (iii) that instruments issued under
13 this Section within the supplementary authority granted by the
14 Omnibus Bond Acts are not invalid because of any provision of
15 this Act that may appear to be or to have been more restrictive
16 than those Acts.

17 (Source: P.A. 89-15, eff. 5-30-95.)