

1 AN ACT in relation to schools.

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
5 Sections 34-2.3, 34-2.4, 34-2.4a, and 34-8.1 as follows:

6 (105 ILCS 5/34-2.3) (from Ch. 122, par. 34-2.3)

7 Sec. 34-2.3. Local school councils - Powers and duties.

8 Each local school council shall have and exercise, consistent
9 with the provisions of this Article and the powers and duties
10 of the board of education, the following powers and duties:

11 1. (A) To annually evaluate the performance of the
12 principal of the attendance center using a Board approved
13 principal evaluation form, which shall include the evaluation
14 of (i) student academic improvement, as defined by the school
15 improvement plan, (ii) student absenteeism rates at the
16 school, (iii) instructional leadership, (iv) the effective
17 implementation of programs, policies, or strategies to
18 improve student academic achievement, (v) school management,
19 and (vi) any other factors deemed relevant by the local
20 school council, including, without limitation, the
21 principal's communication skills and ability to create and
22 maintain a student-centered learning environment, to develop
23 opportunities for professional development, and to encourage
24 parental involvement and community partnerships to achieve
25 school improvement;

26 (B) to determine in the manner provided by subsection
27 (c) of Section 34-2.2 and subdivision 1.5 of this Section
28 whether the performance contract of the principal shall be
29 renewed; and

30 (C) to directly select, in the manner provided by
31 subsection (c) of Section 34-2.2, a new principal (including

1 a new principal to fill a vacancy) -- without submitting any
2 list of candidates for that position to the general
3 superintendent as provided in paragraph 2 of this Section --
4 to serve under a 4 year performance contract; provided that
5 (i) the determination of whether the principal's performance
6 contract is to be renewed, based upon the evaluation required
7 by subdivision 1.5 of this Section, shall be made no later
8 than 150 days prior to the expiration of the current
9 performance-based contract of the principal, (ii) in cases
10 where such performance contract is not renewed -- a direct
11 selection of a new principal -- to serve under a 4 year
12 performance contract shall be made by the local school
13 council no later than 45 days prior to the expiration of the
14 current performance contract of the principal, and (iii) a
15 selection by the local school council of a new principal to
16 fill a vacancy under a 4 year performance contract shall be
17 made within 90 days after the date such vacancy occurs. A
18 Council shall be required, if requested by the principal, to
19 provide in writing the reasons for the council's not renewing
20 the principal's contract.

21 1.5. The local school council's determination of whether
22 to renew the principal's contract shall be based on an
23 evaluation to assess the educational and administrative
24 progress made at the school during the principal's current
25 performance-based contract. The local school council shall
26 base its evaluation on (i) student academic improvement, as
27 defined by the school improvement plan, (ii) student
28 absenteeism rates at the school, (iii) instructional
29 leadership, (iv) the effective implementation of programs,
30 policies, or strategies to improve student academic
31 achievement, (v) school management, and (vi) any other
32 factors deemed relevant by the local school council,
33 including, without limitation, the principal's communication
34 skills and ability to create and maintain a student-centered

1 learning environment, to develop opportunities for
2 professional development, and to encourage parental
3 involvement and community partnerships to achieve school
4 improvement. If a local school council fails to renew the
5 performance contract of a principal rated by the general
6 superintendent, or his or her designee, in the previous
7 years' evaluations as meeting or exceeding expectations, the
8 principal, within 15 days after the local school council's
9 decision not to renew the contract, may request a review of
10 the local school council's principal non-retention decision
11 by a hearing officer appointed by the American Arbitration
12 Association. A local school council member or members or the
13 general superintendent may support the principal's request
14 for review. During the period of the hearing officer's review
15 of the local school council's decision on whether or not to
16 retain the principal, the local school council shall maintain
17 all authority to search for and contract with a person to
18 serve as interim or acting principal, or as the principal of
19 the attendance center under a 4-year performance contract,
20 provided that any performance contract entered into by the
21 local school council shall be voidable or modified in
22 accordance with the decision of the hearing officer. The
23 principal may request review only once while at that
24 attendance center. If a local school council renews the
25 contract of a principal who failed to obtain a rating of
26 "meets" or "exceeds expectations" in the general
27 superintendent's evaluation for the previous year, the
28 general superintendent, within 15 days after the local school
29 council's decision to renew the contract, may request a
30 review of the local school council's principal retention
31 decision by a hearing officer appointed by the American
32 Arbitration Association. The general superintendent may
33 request a review only once for that principal at that
34 attendance center. All requests to review the retention or

1 non-retention of a principal shall be submitted to the
2 general superintendent, who shall, in turn, forward such
3 requests, within 14 days of receipt, to the American
4 Arbitration Association. The general superintendent shall
5 send a contemporaneous copy of the request that was forwarded
6 to the American Arbitration Association to the principal and
7 to each local school council member and shall inform the
8 local school council of its rights and responsibilities under
9 the arbitration process, including the local school council's
10 right to representation and the manner and process by which
11 the Board shall pay the costs of the council's
12 representation. If the local school council retains the
13 principal and the general superintendent requests a review of
14 the retention decision, the local school council and the
15 general superintendent shall be considered parties to the
16 arbitration, a hearing officer shall be chosen between those
17 2 parties pursuant to procedures promulgated by the State
18 Board of Education, and the principal may retain counsel and
19 participate in the arbitration. If the local school council
20 does not retain the principal and the principal requests a
21 review of the retention decision, the local school council
22 and the principal shall be considered parties to the
23 arbitration and a hearing officer shall be chosen between
24 those 2 parties pursuant to procedures promulgated by the
25 State Board of Education. The hearing shall begin (i) within
26 45 days after the initial request for review is submitted by
27 the principal to the general superintendent or (ii) if the
28 initial request for review is made by the general
29 superintendent, within 45 days after that request is mailed
30 to the American Arbitration Association. The hearing officer
31 shall render a decision within 45 days after the hearing
32 begins and within 90 days after the initial request for
33 review. The Board shall contract with the American
34 Arbitration Association for all of the hearing officer's

1 reasonable and necessary costs. In addition, the Board shall
2 pay any reasonable costs incurred by a local school council
3 for representation before a hearing officer.

4 1.10. The hearing officer shall conduct a hearing, which
5 shall include (i) a review of the principal's performance,
6 evaluations, and other evidence of the principal's service at
7 the school, (ii) reasons provided by the local school council
8 for its decision, and (iii) documentation evidencing views of
9 interested persons, including, without limitation, students,
10 parents, local school council members, school faculty and
11 staff, the principal, the general superintendent or his or
12 her designee, and members of the community. The burden of
13 proof in establishing that the local school council's
14 decision was arbitrary and capricious shall be on the party
15 requesting the arbitration, and this party shall sustain the
16 burden by a preponderance of the evidence. The hearing
17 officer shall set the local school council decision aside if
18 that decision, in light of the record developed at the
19 hearing, is arbitrary and capricious. The decision of the
20 hearing officer may not be appealed to the Board or the State
21 Board of Education. If the hearing officer decides that the
22 principal shall be retained, the retention period shall not
23 exceed 2 years.

24 2. In the event (i) the local school council does not
25 renew the performance contract of the principal, or the
26 principal fails to receive a satisfactory rating as provided
27 in subsection (h) of Section 34-8.3, or the principal is
28 removed for cause during the term of his or her performance
29 contract in the manner provided by Section 34-85, or a
30 vacancy in the position of principal otherwise occurs prior
31 to the expiration of the term of a principal's performance
32 contract, and (ii) the local school council fails to directly
33 select a new principal to serve under a 4 year performance
34 contract, the local school council in such event shall submit

1 to the general superintendent a list of 3 candidates --
2 listed in the local school council's order of preference --
3 for the position of principal, one of which shall be selected
4 by the general superintendent to serve as principal of the
5 attendance center. If the general superintendent fails or
6 refuses to select one of the candidates on the list to serve
7 as principal within 30 days after being furnished with the
8 candidate list, the general superintendent shall select and
9 place a principal on an interim basis (i) for a period not to
10 exceed one year or (ii) until the local school council
11 selects a new principal with 7 affirmative votes as provided
12 in subsection (c) of Section 34-2.2, whichever occurs first.
13 If the local school council fails or refuses to select and
14 appoint a new principal, as specified by subsection (c) of
15 Section 34-2.2, the general superintendent may select and
16 appoint a new principal on an interim basis for an additional
17 year or until a new contract principal is selected by the
18 local school council. There shall be no discrimination on
19 the basis of race, sex, creed, color or disability unrelated
20 to ability to perform in connection with the submission of
21 candidates for, and the selection of a candidate to serve as
22 principal of an attendance center. No person shall be
23 directly selected, listed as a candidate for, or selected to
24 serve as principal of an attendance center (i) if such person
25 has been removed for cause from employment by the Board or
26 (ii) if such person does not hold a valid administrative
27 certificate issued or exchanged under Article 21 and endorsed
28 as required by that Article for the position of principal. A
29 principal whose performance contract is not renewed as
30 provided under subsection (c) of Section 34-2.2 may
31 nevertheless, if otherwise qualified and certified as herein
32 provided and if he or she has received a satisfactory rating
33 as provided in subsection (h) of Section 34-8.3, be included
34 by a local school council as one of the 3 candidates listed

1 in order of preference on any candidate list from which one
2 person is to be selected to serve as principal of the
3 attendance center under a new performance contract. The
4 initial candidate list required to be submitted by a local
5 school council to the general superintendent in cases where
6 the local school council does not renew the performance
7 contract of its principal and does not directly select a new
8 principal to serve under a 4 year performance contract shall
9 be submitted not later than 30 days prior to the expiration
10 of the current performance contract. In cases where the
11 local school council fails or refuses to submit the candidate
12 list to the general superintendent no later than 30 days
13 prior to the expiration of the incumbent principal's
14 contract, the general superintendent may appoint a principal
15 on an interim basis for a period not to exceed one year,
16 during which time the local school council shall be able to
17 select a new principal with 7 affirmative votes as provided
18 in subsection (c) of Section 34-2.2. In cases where a
19 principal is removed for cause or a vacancy otherwise occurs
20 in the position of principal and the vacancy is not filled by
21 direct selection by the local school council, the candidate
22 list shall be submitted by the local school council to the
23 general superintendent within 90 days after the date such
24 removal or vacancy occurs. In cases where the local school
25 council fails or refuses to submit the candidate list to the
26 general superintendent within 90 days after the date of the
27 vacancy, the general superintendent may appoint a principal
28 on an interim basis for a period of one year, during which
29 time the local school council shall be able to select a new
30 principal with 7 affirmative votes as provided in subsection
31 (c) of Section 34-2.2.

32 2.5. Whenever a vacancy in the office of a principal
33 occurs for any reason, the vacancy shall be filled in the
34 manner provided by this Section by the selection of a new

1 principal to serve under a 4 year performance contract.

2 3. To establish additional criteria to be included as
3 part of the performance contract of its principal, provided
4 that such additional criteria shall not discriminate on the
5 basis of race, sex, creed, color or disability unrelated to
6 ability to perform, and shall not be inconsistent with the
7 uniform 4 year performance contract for principals developed
8 by the board as provided in Section 34-8.1 of the School Code
9 or with other provisions of this Article governing the
10 authority and responsibility of principals.

11 4. To approve the expenditure plan prepared by the
12 principal with respect to all funds allocated and distributed
13 to the attendance center by the Board. The expenditure plan
14 shall be administered by the principal. Notwithstanding any
15 other provision of this Act or any other law, any expenditure
16 plan approved and administered under this Section 34-2.3
17 shall be consistent with and subject to the terms of any
18 contract for services with a third party entered into by the
19 Chicago School Reform Board of Trustees or the board under
20 this Act.

21 Via a supermajority vote of 7 members of the local school
22 council or 8 members of a high school local school council,
23 the Council may transfer allocations pursuant to Section
24 34-2.3 within funds; provided that such a transfer is
25 consistent with applicable law and collective bargaining
26 agreements.

27 Beginning in fiscal year 1991 and in each fiscal year
28 thereafter, the Board may reserve up to 1% of its total
29 fiscal year budget for distribution on a prioritized basis to
30 schools throughout the school system in order to assure
31 adequate programs to meet the needs of special student
32 populations as determined by the Board. This distribution
33 shall take into account the needs catalogued in the
34 Systemwide Plan and the various local school improvement

1 plans of the local school councils. Information about these
2 centrally funded programs shall be distributed to the local
3 school councils so that their subsequent planning and
4 programming will account for these provisions.

5 Beginning in fiscal year 1991 and in each fiscal year
6 thereafter, from other amounts available in the applicable
7 fiscal year budget, the board shall allocate a lump sum
8 amount to each local school based upon such formula as the
9 board shall determine taking into account the special needs
10 of the student body. The local school principal shall
11 develop an expenditure plan in consultation with the local
12 school council, the professional personnel leadership
13 advisery committee and with all other school personnel, which
14 reflects the priorities and activities as described in the
15 school's local school improvement plan and is consistent with
16 applicable law and collective bargaining agreements and with
17 board policies and standards; however, the local school
18 council shall have the right to request waivers of board
19 policy from the board of education and waivers of employee
20 collective bargaining agreements pursuant to Section 34-8.1a.

21 The expenditure plan developed by the principal with
22 respect to amounts available from the fund for prioritized
23 special needs programs and the allocated lump sum amount must
24 be approved by the local school council.

25 The lump sum allocation shall take into account the
26 following principles:

27 a. Teachers: Each school shall be allocated funds
28 equal to the amount appropriated in the previous school
29 year for compensation for teachers (regular grades
30 kindergarten through 12th grade) plus whatever increases
31 in compensation have been negotiated contractually or
32 through longevity as provided in the negotiated
33 agreement. Adjustments shall be made due to layoff or
34 reduction in force, lack of funds or work, change in

1 subject requirements, enrollment changes, or contracts
2 with third parties for the performance of services or to
3 rectify any inconsistencies with system-wide allocation
4 formulas or for other legitimate reasons.

5 b. Other personnel: Funds for other teacher
6 certificated and uncertificated personnel paid through
7 non-categorical funds shall be provided according to
8 system-wide formulas based on student enrollment and the
9 special needs of the school as determined by the Board.

10 c. Non-compensation items: Appropriations for all
11 non-compensation items shall be based on system-wide
12 formulas based on student enrollment and on the special
13 needs of the school or factors related to the physical
14 plant, including but not limited to textbooks, supplies,
15 electricity, equipment, and routine maintenance.

16 d. Funds for categorical programs: Schools shall
17 receive personnel and funds based on, and shall use such
18 personnel and funds in accordance with State and Federal
19 requirements applicable to each categorical program
20 provided to meet the special needs of the student body
21 (including but not limited to, Federal Chapter I,
22 Bilingual, and Special Education).

23 d.1. Funds for State Title I: Each school shall
24 receive funds based on State and Board requirements
25 applicable to each State Title I pupil provided to meet
26 the special needs of the student body. Each school shall
27 receive the proportion of funds as provided in Section
28 18-8 to which they are entitled. These funds shall be
29 spent only with the budgetary approval of the Local
30 School Council as provided in Section 34-2.3.

31 e. The Local School Council shall have the right to
32 request the principal to close positions and open new
33 ones consistent with the provisions of the local school
34 improvement plan provided that these decisions are

1 consistent with applicable law and collective bargaining
2 agreements. If a position is closed, pursuant to this
3 paragraph, the local school shall have for its use the
4 system-wide average compensation for the closed position.

5 f. Operating within existing laws and collective
6 bargaining agreements, the local school council shall
7 have the right to direct the principal to shift
8 expenditures within funds.

9 g. (Blank).

10 Any funds unexpended at the end of the fiscal year shall
11 be available to the board of education for use as part of its
12 budget for the following fiscal year.

13 5. To make recommendations to the principal concerning
14 textbook selection and concerning curriculum developed
15 pursuant to the school improvement plan which is consistent
16 with systemwide curriculum objectives in accordance with
17 Sections 34-8 and 34-18 of the School Code and in conformity
18 with the collective bargaining agreement.

19 6. To advise the principal concerning the attendance and
20 disciplinary policies for the attendance center, subject to
21 the provisions of this Article and Article 26, and consistent
22 with the uniform system of discipline established by the
23 board pursuant to Section 34-19.

24 7. To approve a school improvement plan developed as
25 provided in Section 34-2.4. The process and schedule for plan
26 development shall be publicized to the entire school
27 community, and the community shall be afforded the
28 opportunity to make recommendations concerning the plan. At
29 least twice a year the principal, the professional personnel
30 leadership committee, and local school council shall report
31 publicly on progress and problems with respect to plan
32 implementation.

33 8. To evaluate the allocation of teaching resources and
34 other certificated and uncertificated staff to the attendance

1 center to determine whether such allocation is consistent
2 with and in furtherance of instructional objectives and
3 school programs reflective of the school improvement plan
4 adopted for the attendance center; and to make
5 recommendations to the board, the general superintendent and
6 the principal concerning any reallocation of teaching
7 resources or other staff whenever the council determines that
8 any such reallocation is appropriate because the
9 qualifications of any existing staff at the attendance center
10 do not adequately match or support instructional objectives
11 or school programs which reflect the school improvement plan.

12 9. To make recommendations to the principal and the
13 general superintendent concerning their respective
14 appointments, after August 31, 1989, and in the manner
15 provided by Section 34-8 and Section 34-8.1, of persons to
16 fill any vacant, additional or newly created positions for
17 teachers at the attendance center or at attendance centers
18 which include the attendance center served by the local
19 school council.

20 10. To request of the Board the manner in which training
21 and assistance shall be provided to the local school council.
22 Pursuant to Board guidelines a local school council is
23 authorized to direct the Board of Education to contract with
24 personnel or not-for-profit organizations not associated with
25 the school district to train or assist council members. If
26 training or assistance is provided by contract with personnel
27 or organizations not associated with the school district, the
28 period of training or assistance shall not exceed 30 hours
29 during a given school year; person shall not be employed on a
30 continuous basis longer than said period and shall not have
31 been employed by the Chicago Board of Education within the
32 preceding six months. Council members shall receive training
33 in at least the following areas:

- 34 1. school budgets;

1 2. educational theory pertinent to the attendance
2 center's particular needs, including the development of
3 the school improvement plan and the principal's
4 performance contract; and

5 3. personnel selection.

6 Council members shall, to the greatest extent possible,
7 complete such training within 90 days of election.

8 11. In accordance with systemwide guidelines contained
9 in the System-Wide Educational Reform Goals and Objectives
10 Plan, criteria for evaluation of performance shall be
11 established for local school councils and local school
12 council members. If a local school council persists in
13 noncompliance with systemwide requirements, the Board may
14 impose sanctions and take necessary corrective action,
15 consistent with Section 34-8.3.

16 12. Each local school council shall comply with the Open
17 Meetings Act and the Freedom of Information Act. Each local
18 school council shall issue and transmit to its school
19 community a detailed annual report accounting for its
20 activities programmatically and financially. Each local
21 school council shall convene at least 2 well-publicized
22 meetings annually with its entire school community. These
23 meetings shall include presentation of the proposed local
24 school improvement plan, of the proposed school expenditure
25 plan, and the annual report, and shall provide an opportunity
26 for public comment.

27 13. Each local school council is encouraged to involve
28 additional non-voting members of the school community in
29 facilitating the council's exercise of its responsibilities.

30 14. The local school council may adopt a school uniform
31 or dress code policy that governs the attendance center and
32 that is necessary to maintain the orderly process of a school
33 function or prevent endangerment of student health or safety,
34 consistent with the policies and rules of the Board of

1 Education. A school uniform or dress code policy adopted by a
2 local school council: (i) shall not be applied in such manner
3 as to discipline or deny attendance to a transfer student or
4 any other student for noncompliance with that policy during
5 such period of time as is reasonably necessary to enable the
6 student to acquire a school uniform or otherwise comply with
7 the dress code policy that is in effect at the attendance
8 center into which the student's enrollment is transferred;
9 and (ii) shall include criteria and procedures under which
10 the local school council will accommodate the needs of or
11 otherwise provide appropriate resources to assist a student
12 from an indigent family in complying with an applicable
13 school uniform or dress code policy. A student whose parents
14 or legal guardians object on religious grounds to the
15 student's compliance with an applicable school uniform or
16 dress code policy shall not be required to comply with that
17 policy if the student's parents or legal guardians present to
18 the local school council a signed statement of objection
19 detailing the grounds for the objection.

20 15. All decisions made and actions taken by the local
21 school council in the exercise of its powers and duties shall
22 comply with State and federal laws, all applicable collective
23 bargaining agreements, court orders and rules properly
24 promulgated by the Board.

25 15a. To grant, in accordance with board rules and
26 policies, the use of assembly halls and classrooms when not
27 otherwise needed, including lighting, heat, and attendants,
28 for public lectures, concerts, and other educational and
29 social activities.

30 15b. To approve, in accordance with board rules and
31 policies, receipts and expenditures for all internal accounts
32 of the attendance center, and to approve all fund-raising
33 activities by nonschool organizations that use the school
34 building.

1 16. (Blank).

2 17. Names and addresses of local school council members
3 shall be a matter of public record.

4 (Source: P.A. 90-14, eff. 7-1-97; 91-622, eff. 8-19-99;
5 91-728, eff. 6-2-00.)

6 (105 ILCS 5/34-2.4) (from Ch. 122, par. 34-2.4)

7 Sec. 34-2.4. School improvement plan. A 3 year local
8 school improvement plan shall be developed and implemented at
9 each attendance center. This plan shall reflect the
10 overriding purpose of the attendance center to improve
11 educational quality. The local school principal shall develop
12 a school improvement plan in consultation with the local
13 school council, all categories of school staff, parents and
14 community residents. Once the plan is developed, reviewed by
15 the professional personnel leadership committee, and approved
16 by and-after the local school council has-approved-the--same,
17 the principal shall be responsible for directing
18 implementation of the plan, and the local school council
19 shall monitor its implementation. After the termination of
20 the initial 3 year plan, a new 3 year plan shall be developed
21 and modified as appropriate on an annual basis.

22 The school improvement plan shall be designed to achieve
23 priority goals including but not limited to:

24 (a) assuring that students show significant
25 progress toward meeting and exceeding State performance
26 standards in State mandated learning areas, including the
27 mastery of higher order thinking skills in these areas;

28 (b) assuring that students attend school regularly
29 and graduate from school at such rates that the district
30 average equals or surpasses national norms;

31 (c) assuring that students are adequately prepared
32 for and aided in making a successful transition to
33 further education and life experience;

1 (d) assuring that students are adequately prepared
2 for and aided in making a successful transition to
3 employment; and

4 (e) assuring that students are, to the maximum
5 extent possible, provided with a common learning
6 experience that is of high academic quality and that
7 reflects high expectations for all students' capacities
8 to learn.

9 With respect to these priority goals, the school
10 improvement plan shall include but not be limited to the
11 following:

12 (a) an analysis of data collected in the attendance
13 center and community indicating the specific strengths
14 and weaknesses of the attendance center in light of the
15 goals specified above, including data and analysis
16 specified by the State Board of Education pertaining to
17 specific measurable outcomes for student performance, the
18 attendance centers, and their instructional programs;

19 (b) a description of specific annual objectives the
20 attendance center will pursue in achieving the goals
21 specified above;

22 (c) a description of the specific activities the
23 attendance center will undertake to achieve its
24 objectives;

25 (d) an analysis of the attendance center's staffing
26 pattern and material resources, and an explanation of how
27 the attendance center's planned staffing pattern, the
28 deployment of staff, and the use of material resources
29 furthers the objectives of the plan;

30 (e) a description of the key assumptions and
31 directions of the school's curriculum and the academic
32 and non-academic programs of the attendance center, and
33 an explanation of how this curriculum and these programs
34 further the goals and objectives of the plan;

1 (f) a description of the steps that will be taken
2 to enhance educational opportunities for all students,
3 regardless of gender, including limited English
4 proficient students, disabled students, low-income
5 students and minority students;

6 (g) a description of any steps which may be taken
7 by the attendance center to educate parents as to how
8 they can assist children at home in preparing their
9 children to learn effectively;

10 (h) a description of the steps the attendance
11 center will take to coordinate its efforts with, and to
12 gain the participation and support of, community
13 residents, business organizations, and other local
14 institutions and individuals;

15 (i) a description of any staff development program
16 for all school staff and volunteers tied to the priority
17 goals, objectives, and activities specified in the plan;

18 (j) a description of the steps the local school
19 council will undertake to monitor implementation of the
20 plan on an ongoing basis;

21 (k) a description of the steps the attendance
22 center will take to ensure that teachers have working
23 conditions that provide a professional environment
24 conducive to fulfilling their responsibilities;

25 (l) a description of the steps the attendance
26 center will take to ensure teachers the time and
27 opportunity to incorporate new ideas and techniques, both
28 in subject matter and teaching skills, into their own
29 work;

30 (m) a description of the steps the attendance
31 center will take to encourage pride and positive
32 identification with the attendance center through various
33 athletic activities; and

34 (n) a description of the student need for and

1 provision of services to special populations, beyond the
 2 standard school programs provided for students in grades
 3 K through 12 and those enumerated in the categorical
 4 programs cited in item d of part 4 of Section 34-2.3,
 5 including financial costs of providing same and a
 6 timeline for implementing the necessary services,
 7 including but not limited, when applicable, to ensuring
 8 the provisions of educational services to all eligible
 9 children aged 4 years for the 1990-91 school year and
 10 thereafter, reducing class size to State averages in
 11 grades K-3 for the 1991-92 school year and thereafter and
 12 in all grades for the 1993-94 school year and thereafter,
 13 and providing sufficient staff and facility resources for
 14 students not served in the regular classroom setting.

15 Based on the analysis of data collected indicating
 16 specific strengths and weaknesses of the attendance center,
 17 the school improvement plan may place greater emphasis from
 18 year to year on particular priority goals, objectives, and
 19 activities.

20 (Source: P.A. 88-686, eff. 1-24-95.)

21 (105 ILCS 5/34-2.4a) (from Ch. 122, par. 34-2.4a)

22 Sec. 34-2.4a. Professional personnel leadership advisory
 23 committee.

24 (a) At each attendance center operated pursuant to this
 25 Article, a professional personnel leadership advisory
 26 committee consisting of (i) 7 members elected each school
 27 year who are certified classroom teachers or and other
 28 certificated personnel, who are employed at the attendance
 29 center, and who desire to be members of the committee and
 30 (ii) the 2 teacher members of the local school council. The
 31 teacher members of the local school council shall serve as
 32 co-chairs of the committee, or one teacher member of the
 33 local school council chosen by the committee shall serve as

1 chair of the committee.

2 (b) The purpose of the committee is to develop and
3 formally present recommendations to ~~shall--be--elected--each~~
4 ~~school-year-for-the-purpose-of-advising~~ the principal and the
5 local school council on all matters of educational program,
6 including but not limited to curriculum, and school
7 improvement plan development and implementation, and school
8 budgeting.

9 (c) For the elected committee members, the principal
10 shall convene a publicized meeting of all certified classroom
11 teachers and other certificated personnel, at which meeting
12 those certified classroom teachers and other certificated
13 personnel present, excluding the principal, shall elect
14 members ~~teachers-and-other-certificated-personnel~~ to serve on
15 the committee. ~~The--total--number--of--teachers--and--other~~
16 ~~certificated--personnel--to--be--elected--to--serve--on--the~~
17 ~~committee-during-the-school-year-shall-be-determined--by--the~~
18 ~~certified-classroom-teachers-and-other-certificated-personnel~~
19 ~~present--at--the--meeting--at--which--the--teachers-and-other~~
20 ~~certificated-personnel-are-to-be-elected.~~ A staff member
21 eligible to vote may vote for 7 candidates in the election as
22 ~~many--candidates-as-are-to-be-elected,~~ but votes shall not be
23 cumulated. Ties shall be determined by lot. Vacancies shall
24 be filled in like manner.

25 (d) In furtherance of its purpose, the committee shall
26 have the authority to gather information from school staff
27 through interviews or questionnaires without the prior
28 approval of the principal, the local school council, the
29 board, the board's chief executive officer, or the chief
30 executive officer's administrative staff.

31 The committee shall meet once a month with the principal
32 to assist the principal in developing the specific methods
33 and contents of the school's curriculum, as provided in
34 Section 34-8.1 of this Code, and to make other educational

1 improvement recommendations approved by the committee. A
2 report from the committee regarding these matters shall be an
3 agenda item at each regular meeting of the local school
4 council.

5 The principal shall provide the committee with the
6 opportunity to review and make recommendations regarding the
7 school improvement plan and school budget. The teacher
8 members of the local school council shall bring motions
9 concerning the recommendations approved by the committee,
10 which motions shall formally be considered at meetings of the
11 local school council.

12 (Source: P.A. 85-1418; 86-1477.)

13 (105 ILCS 5/34-8.1) (from Ch. 122, par. 34-8.1)

14 Sec. 34-8.1. Principals. Principals shall be employed to
15 supervise the operation of each attendance center. Their
16 powers and duties shall include but not be limited to the
17 authority (i) to direct, supervise, evaluate, and suspend
18 with or without pay or otherwise discipline all teachers,
19 assistant principals, and other employees assigned to the
20 attendance center in accordance with board rules and policies
21 and (ii) to direct all other persons assigned to the
22 attendance center pursuant to a contract with a third party
23 to provide services to the school system. The right to
24 employ, discharge, and layoff shall be vested solely with the
25 board. The principal shall fill positions by appointment as
26 provided in this Section and may make recommendations to the
27 board regarding the employment, discharge, or layoff of any
28 individual. The authority of the principal shall include the
29 authority to direct the hours during which the attendance
30 center shall be open and available for use provided the use
31 complies with board rules and policies, to determine when and
32 what operations shall be conducted within those hours, and to
33 schedule staff within those hours. Under the direction of,

1 and subject to the authority of the principal, the Engineer
2 In Charge shall be accountable for the safe, economical
3 operation of the plant and grounds and shall also be
4 responsible for orientation, training, and supervising the
5 work of Engineers, Trainees, school maintenance assistants,
6 custodial workers and other plant operation employees under
7 his or her direction.

8 There shall be established by the board a system of
9 semi-annual evaluations conducted by the principal as to
10 performance of the engineer in charge. Nothing in this
11 Section shall prevent the principal from conducting
12 additional evaluations. An overall numerical rating shall
13 be given by the principal based on the evaluation conducted
14 by the principal. An unsatisfactory numerical rating shall
15 result in disciplinary action, which may include, without
16 limitation and in the judgment of the principal, loss of
17 promotion or bidding procedure, reprimand, suspension with or
18 without pay, or recommended dismissal. The board shall
19 establish procedures for conducting the evaluation and
20 reporting the results to the engineer in charge.

21 Under the direction of, and subject to the authority of,
22 the principal, the Food Service Manager is responsible at all
23 times for the proper operation and maintenance of the lunch
24 room to which he is assigned and shall also be responsible
25 for the orientation, training, and supervising the work of
26 cooks, bakers, porters, and lunchroom attendants under his or
27 her direction.

28 There shall be established by the Board a system of
29 semi-annual evaluations conducted by the principal as to the
30 performance of the food service manager. Nothing in this
31 Section shall prevent the principal from conducting
32 additional evaluations. An overall numerical rating shall be
33 given by the principal based on the evaluation conducted by
34 the principal. An unsatisfactory numerical rating shall

1 result in disciplinary action which may include, without
2 limitation and in the judgment of the principal, loss of
3 promotion or bidding procedure, reprimand, suspension with or
4 without pay, or recommended dismissal. The board shall
5 establish rules for conducting the evaluation and reporting
6 the results to the food service manager.

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

10 Principals shall be employed to supervise the educational
11 operation of each attendance center. If a principal is absent
12 due to extended illness or leave or absence, an assistant
13 principal may be assigned as acting principal for a period
14 not to exceed 100 school days. Each principal shall assume
15 administrative responsibility and instructional leadership,
16 in accordance with reasonable rules and regulations of the
17 board, for the planning, operation and evaluation of the
18 educational program of the attendance center to which he is
19 assigned. The principal shall submit recommendations to the
20 general superintendent concerning the appointment, dismissal,
21 retention, promotion, and assignment of all personnel
22 assigned to the attendance center; provided, that from and
23 after September 1, 1989: (i) if any vacancy occurs in a
24 position at the attendance center or if an additional or new
25 position is created at the attendance center, that position
26 shall be filled by appointment made by the principal in
27 accordance with procedures established and provided by the
28 Board whenever the majority of the duties included in that
29 position are to be performed at the attendance center which
30 is under the principal's supervision, and each such
31 appointment so made by the principal shall be made and based
32 upon merit and ability to perform in that position without
33 regard to seniority or length of service, provided, that such
34 appointments shall be subject to the Board's desegregation

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

21 Notwithstanding the existence of any other law of this
22 State, nothing in this Act shall prevent the board from
23 entering into a contract with a third party for services
24 currently performed by any employee or bargaining unit
25 member.

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

30 Unless otherwise prohibited by law or by rule of the
31 board, the principal shall provide to local school council
32 members copies of all internal audits and any other pertinent
33 information generated by any audits or reviews of the
34 programs and operation of the attendance center.

1 Each principal shall hold a valid administrative
2 certificate issued or exchanged in accordance with Article 21
3 and endorsed as required by that Article for the position of
4 principal. The board may establish or impose academic,
5 educational, examination, and experience requirements and
6 criteria that are in addition to those established and
7 required by Article 21 for issuance of a valid certificate
8 endorsed for the position of principal as a condition of the
9 nomination, selection, appointment, employment, or continued
10 employment of a person as principal of any attendance center,
11 or as a condition of the renewal of any principal's
12 performance contract.

13 The board shall specify in its formal job description for
14 principals, and from and after July 1, 1990 shall specify in
15 the 4 year performance contracts for use with respect to all
16 principals, that his or her primary responsibility is in the
17 improvement of instruction. A majority of the time spent by
18 a principal shall be spent on curriculum and staff
19 development through both formal and informal activities,
20 establishing clear lines of communication regarding school
21 goals, accomplishments, practices and policies with parents
22 and teachers. The principal, with the assistance of the
23 local school council, shall develop a school improvement plan
24 as provided in Section 34-2.4 and, upon approval of the plan
25 by the local school council, shall be responsible for
26 directing implementation of the plan. The principal, with the
27 assistance of the professional personnel leadership Advisery
28 committee, shall develop the specific methods and contents of
29 the school's curriculum within the board's system-wide
30 curriculum standards and objectives and the requirements of
31 the school improvement plan. The board shall ensure that all
32 principals are evaluated on their instructional leadership
33 ability and their ability to maintain a positive education
34 and learning climate. It shall also be the responsibility of

1 the principal to utilize resources of proper law enforcement
2 agencies when the safety and welfare of students and teachers
3 are threatened by illegal use of drugs and alcohol, by
4 illegal use or possession of weapons, or by illegal gang
5 activity.

6 On or before October 1, 1989, the Board of Education, in
7 consultation with any professional organization representing
8 principals in the district, shall promulgate rules and
9 implement a lottery for the purpose of determining whether a
10 principal's existing performance contract (including the
11 performance contract applicable to any principal's position
12 in which a vacancy then exists) expires on June 30, 1990 or
13 on June 30, 1991, and whether the ensuing 4 year performance
14 contract begins on July 1, 1990 or July 1, 1991. The Board of
15 Education shall establish and conduct the lottery in such
16 manner that of all the performance contracts of principals
17 (including the performance contracts applicable to all
18 principal positions in which a vacancy then exists), 50% of
19 such contracts shall expire on June 30, 1990, and 50% shall
20 expire on June 30, 1991. All persons serving as principal on
21 May 1, 1989, and all persons appointed as principal after May
22 1, 1989 and prior to July 1, 1990 or July 1, 1991, in a
23 manner other than as provided by Section 34-2.3, shall be
24 deemed by operation of law to be serving under a performance
25 contract which expires on June 30, 1990 or June 30, 1991; and
26 unless such performance contract of any such principal is
27 renewed (or such person is again appointed to serve as
28 principal) in the manner provided by Section 34-2.2 or
29 34-2.3, the employment of such person as principal shall
30 terminate on June 30, 1990 or June 30, 1991.

31 Commencing on July 1, 1990, or on July 1, 1991, and
32 thereafter, the principal of each attendance center shall be
33 the person selected in the manner provided by Section 34-2.3
34 to serve as principal of that attendance center under a 4

1 year performance contract. All performance contracts of
2 principals expiring after July 1, 1990, or July 1, 1991,
3 shall commence on the date specified in the contract, and the
4 renewal of their performance contracts and the appointment of
5 principals when their performance contracts are not renewed
6 shall be governed by Sections 34-2.2 and 34-2.3. Whenever a
7 vacancy in the office of a principal occurs for any reason,
8 the vacancy shall be filled by the selection of a new
9 principal to serve under a 4 year performance contract in the
10 manner provided by Section 34-2.3.

11 The board of education shall develop and prepare, in
12 consultation with the organization representing principals, a
13 performance contract for use at all attendance centers, and
14 shall furnish the same to each local school council. The
15 term of the performance contract shall be 4 years, unless the
16 principal is retained by the decision of a hearing officer
17 pursuant to subdivision 1.5 of Section 34-2.3, in which case
18 the contract shall be extended for 2 years. The performance
19 contract of each principal shall consist of the uniform
20 performance contract, as developed or from time to time
21 modified by the board, and such additional criteria as are
22 established by a local school council pursuant to Section
23 34-2.3 for the performance contract of its principal.

24 During the term of his or her performance contract, a
25 principal may be removed only as provided for in the
26 performance contract except for cause. He or she shall also
27 be obliged to follow the rules of the board of education
28 concerning conduct and efficiency.

29 In the event the performance contract of a principal is
30 not renewed or a principal is not reappointed as principal
31 under a new performance contract, or in the event a principal
32 is appointed to any position of superintendent or higher
33 position, or voluntarily resigns his position of principal,
34 his or her employment as a principal shall terminate and such

1 former principal shall not be reinstated to the position from
2 which he or she was promoted to principal, except that he or
3 she, if otherwise qualified and certified in accordance with
4 Article 21, shall be placed by the board on appropriate
5 eligibility lists which it prepares for use in the filling of
6 vacant or additional or newly created positions for teachers.
7 The principal's total years of service to the board as both a
8 teacher and a principal, or in other professional capacities,
9 shall be used in calculating years of experience for purposes
10 of being selected as a teacher into new, additional or vacant
11 positions.

12 In the event the performance contract of a principal is
13 not renewed or a principal is not reappointed as principal
14 under a new performance contract, such principal shall be
15 eligible to continue to receive his or her previously
16 provided level of health insurance benefits for a period of
17 90 days following the non-renewal of the contract at no
18 expense to the principal, provided that such principal has
19 not retired.

20 (Source: P.A. 91-622, eff. 8-19-99; 91-728, eff. 6-2-00.)

21 Section 99. Effective date. This Act takes effect on July
22 1, 2003.