

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 and local school council  
30 shall report publicly on progress and problems with respect  
31 to plan implementation.

32 8. To evaluate the allocation of teaching resources and  
33 other certificated and uncertificated staff to the attendance  
34 center to determine whether such allocation is consistent

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

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

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

- 33 1. school budgets;
- 34 2. educational theory pertinent to the attendance

1 center's particular needs, including the development of  
2 the school improvement plan and the principal's  
3 performance contract; and

4 3. personnel selection.

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

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

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

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

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

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

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

24 15a. To grant, in accordance with board rules and  
25 policies, the use of assembly halls and classrooms when not  
26 otherwise needed, including lighting, heat, and attendants,  
27 for public lectures, concerts, and other educational and  
28 social activities.

29 15b. To approve, in accordance with board rules and  
30 policies, receipts and expenditures for all internal accounts  
31 of the attendance center, and to approve all fund-raising  
32 activities by nonschool organizations that use the school  
33 building.

34 16. (Blank).

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

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

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

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

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

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

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

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

33           (d) assuring that students are adequately prepared

1 for and aided in making a successful transition to  
2 employment; and

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

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

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

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

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

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

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

34 (f) a description of the steps that will be taken



1 to enhance educational opportunities for all students,  
2 regardless of gender, including limited English  
3 proficient students, disabled students, low-income  
4 students and minority students;

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

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

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

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

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

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

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

33 (n) a description of the student need for and  
34 provision of services to special populations, beyond the

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

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

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

20 (105 ILCS 5/34-2.4a) (from Ch. 122, par. 34-2.4a)

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

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

1 determined by the certified classroom teachers and other  
2 certificated personnel at the attendance center, including  
3 the principal.

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

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

28 (d) All committee meetings shall be held before or after  
29 school with no loss of instructional time. Committee members  
30 shall receive no compensation for their activities as  
31 committee members.

32 (e) In furtherance of its purpose, the committee shall  
33 have the authority to gather information from school staff  
34 through interviews, on noninstructional time, without the

1 prior approval of the principal, the local school council,  
2 the board, the board's chief executive officer, or the chief  
3 executive officer's administrative staff.

4 The committee shall meet once a month with the principal  
5 to make recommendations to the principal regarding the  
6 specific methods and contents of the school's curriculum and  
7 to make other educational improvement recommendations  
8 approved by the committee. A report from the committee  
9 regarding these matters may be an agenda item at each regular  
10 meeting of the local school council.

11 The principal shall provide the committee with the  
12 opportunity to review and make recommendations regarding the  
13 school improvement plan and school budget. The teacher  
14 members of the local school council may bring motions  
15 concerning the recommendations approved by the committee,  
16 which motions shall formally be considered at meetings of the  
17 local school council.

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

19 (105 ILCS 5/34-8.1) (from Ch. 122, par. 34-8.1)

20 Sec. 34-8.1. Principals. Principals shall be employed to  
21 supervise the operation of each attendance center. Their  
22 powers and duties shall include but not be limited to the  
23 authority (i) to direct, supervise, evaluate, and suspend  
24 with or without pay or otherwise discipline all teachers,  
25 assistant principals, and other employees assigned to the  
26 attendance center in accordance with board rules and policies  
27 and (ii) to direct all other persons assigned to the  
28 attendance center pursuant to a contract with a third party  
29 to provide services to the school system. The right to  
30 employ, discharge, and layoff shall be vested solely with the  
31 board. The principal shall fill positions by appointment as  
32 provided in this Section and may make recommendations to the  
33 board regarding the employment, discharge, or layoff of any

1 individual. The authority of the principal shall include the  
2 authority to direct the hours during which the attendance  
3 center shall be open and available for use provided the use  
4 complies with board rules and policies, to determine when and  
5 what operations shall be conducted within those hours, and to  
6 schedule staff within those hours. Under the direction of,  
7 and subject to the authority of the principal, the Engineer  
8 In Charge shall be accountable for the safe, economical  
9 operation of the plant and grounds and shall also be  
10 responsible for orientation, training, and supervising the  
11 work of Engineers, Trainees, school maintenance assistants,  
12 custodial workers and other plant operation employees under  
13 his or her direction.

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

27 Under the direction of, and subject to the authority of,  
28 the principal, the Food Service Manager is responsible at all  
29 times for the proper operation and maintenance of the lunch  
30 room to which he is assigned and shall also be responsible  
31 for the orientation, training, and supervising the work of  
32 cooks, bakers, porters, and lunchroom attendants under his or  
33 her direction.

34 There shall be established by the Board a system of

1 semi-annual evaluations conducted by the principal as to the  
2 performance of the food service manager. Nothing in this  
3 Section shall prevent the principal from conducting  
4 additional evaluations. An overall numerical rating shall be  
5 given by the principal based on the evaluation conducted by  
6 the principal. An unsatisfactory numerical rating shall  
7 result in disciplinary action which may include, without  
8 limitation and in the judgment of the principal, loss of  
9 promotion or bidding procedure, reprimand, suspension with or  
10 without pay, or recommended dismissal. The board shall  
11 establish rules for conducting the evaluation and reporting  
12 the results to the food service manager.

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

16 Principals shall be employed to supervise the educational  
17 operation of each attendance center. If a principal is absent  
18 due to extended illness or leave or absence, an assistant  
19 principal may be assigned as acting principal for a period  
20 not to exceed 100 school days. Each principal shall assume  
21 administrative responsibility and instructional leadership,  
22 in accordance with reasonable rules and regulations of the  
23 board, for the planning, operation and evaluation of the  
24 educational program of the attendance center to which he is  
25 assigned. The principal shall submit recommendations to the  
26 general superintendent concerning the appointment, dismissal,  
27 retention, promotion, and assignment of all personnel  
28 assigned to the attendance center; provided, that from and  
29 after September 1, 1989: (i) if any vacancy occurs in a  
30 position at the attendance center or if an additional or new  
31 position is created at the attendance center, that position  
32 shall be filled by appointment made by the principal in  
33 accordance with procedures established and provided by the  
34 Board whenever the majority of the duties included in that

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

27 Notwithstanding the existence of any other law of this  
28 State, nothing in this Act shall prevent the board from  
29 entering into a contract with a third party for services  
30 currently performed by any employee or bargaining unit  
31 member.

32 Notwithstanding any other provision of this Article, each  
33 principal may approve contracts, binding on the board, in the  
34 amount of no more than \$10,000, if the contract is endorsed

1 by the Local School Council.

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

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

19 The board shall specify in its formal job description for  
20 principals, and from and after July 1, 1990 shall specify in  
21 the 4 year performance contracts for use with respect to all  
22 principals, that his or her primary responsibility is in the  
23 improvement of instruction. A majority of the time spent by  
24 a principal shall be spent on curriculum and staff  
25 development through both formal and informal activities,  
26 establishing clear lines of communication regarding school  
27 goals, accomplishments, practices and policies with parents  
28 and teachers. The principal, with the assistance of the  
29 local school council, shall develop a school improvement plan  
30 as provided in Section 34-2.4 and, upon approval of the plan  
31 by the local school council, shall be responsible for  
32 directing implementation of the plan. The principal, with the  
33 assistance of the professional personnel leadership Advisory  
34 committee, shall develop the specific methods and contents of



1 the school's curriculum within the board's system-wide  
2 curriculum standards and objectives and the requirements of  
3 the school improvement plan. The board shall ensure that all  
4 principals are evaluated on their instructional leadership  
5 ability and their ability to maintain a positive education  
6 and learning climate. It shall also be the responsibility of  
7 the principal to utilize resources of proper law enforcement  
8 agencies when the safety and welfare of students and teachers  
9 are threatened by illegal use of drugs and alcohol, by  
10 illegal use or possession of weapons, or by illegal gang  
11 activity.

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

1 34-2.3, the employment of such person as principal shall  
2 terminate on June 30, 1990 or June 30, 1991.

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

17 The board of education shall develop and prepare, in  
18 consultation with the organization representing principals, a  
19 performance contract for use at all attendance centers, and  
20 shall furnish the same to each local school council. The  
21 term of the performance contract shall be 4 years, unless the  
22 principal is retained by the decision of a hearing officer  
23 pursuant to subdivision 1.5 of Section 34-2.3, in which case  
24 the contract shall be extended for 2 years. The performance  
25 contract of each principal shall consist of the uniform  
26 performance contract, as developed or from time to time  
27 modified by the board, and such additional criteria as are  
28 established by a local school council pursuant to Section  
29 34-2.3 for the performance contract of its principal.

30 During the term of his or her performance contract, a  
31 principal may be removed only as provided for in the  
32 performance contract except for cause. He or she shall also  
33 be obliged to follow the rules of the board of education  
34 concerning conduct and efficiency.

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, or in the event a principal  
4 is appointed to any position of superintendent or higher  
5 position, or voluntarily resigns his position of principal,  
6 his or her employment as a principal shall terminate and such  
7 former principal shall not be reinstated to the position from  
8 which he or she was promoted to principal, except that he or  
9 she, if otherwise qualified and certified in accordance with  
10 Article 21, shall be placed by the board on appropriate  
11 eligibility lists which it prepares for use in the filling of  
12 vacant or additional or newly created positions for teachers.  
13 The principal's total years of service to the board as both a  
14 teacher and a principal, or in other professional capacities,  
15 shall be used in calculating years of experience for purposes  
16 of being selected as a teacher into new, additional or vacant  
17 positions.

18           In the event the performance contract of a principal is  
19 not renewed or a principal is not reappointed as principal  
20 under a new performance contract, such principal shall be  
21 eligible to continue to receive his or her previously  
22 provided level of health insurance benefits for a period of  
23 90 days following the non-renewal of the contract at no  
24 expense to the principal, provided that such principal has  
25 not retired.

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

27           Section 99. Effective date. This Act takes effect on July  
28 1, 2003.