

1 AN ACT concerning education, which may be referred to as
2 the Chicago Education Reform Act of 2003.

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

5 Section 5. The School Code is amended by changing
6 Sections 27A-4, 27A-5, 27A-6, 27A-10, 34-8.1, and 34-18 and
7 adding Section 34-3.5 as follows:

8 (105 ILCS 5/27A-4)

9 Sec. 27A-4. General Provisions.

10 (a) The General Assembly does not intend to alter or
11 amend the provisions of any court-ordered desegregation plan
12 in effect for any school district. A charter school shall be
13 subject to all federal and State laws and constitutional
14 provisions prohibiting discrimination on the basis of
15 disability, race, creed, color, gender, national origin,
16 religion, ancestry, marital status, or need for special
17 education services.

18 (b) The total number of charter schools operating under
19 this Article at any one time shall not exceed 60 45. Not
20 more than 30 15 charter schools shall operate at any one time
21 in any city having a population exceeding 500,000; not more
22 than 15 charter schools shall operate at any one time in the
23 counties of DuPage, Kane, Lake, McHenry, Will, and that
24 portion of Cook County that is located outside a city having
25 a population exceeding 500,000, with not more than one
26 charter school that has been initiated by a board of
27 education, or by an intergovernmental agreement between or
28 among boards of education, operating at any one time in the
29 school district where the charter school is located; and not
30 more than 15 charter schools shall operate at any one time in
31 the remainder of the State, with not more than one charter

1 school that has been initiated by a board of education, or by
2 an intergovernmental agreement between or among boards of
3 education, operating at any one time in the school district
4 where the charter school is located.

5 For purposes of implementing this Section, the State
6 Board shall assign a number to each charter submission it
7 receives under Section 27A-6 for its review and
8 certification, based on the chronological order in which the
9 submission is received by it. The State Board shall promptly
10 notify local school boards when the maximum numbers of
11 certified charter schools authorized to operate have been
12 reached.

13 (c) No charter shall be granted under this Article that
14 would convert any existing private, parochial, or non-public
15 school to a charter school.

16 (d) Enrollment in a charter school shall be open to any
17 pupil who resides within the geographic boundaries of the
18 area served by the local school board.

19 (e) Nothing in this Article shall prevent 2 or more
20 local school boards from jointly issuing a charter to a
21 single shared charter school, provided that all of the
22 provisions of this Article are met as to those local school
23 boards.

24 (f) No local school board shall require any employee of
25 the school district to be employed in a charter school.

26 (g) No local school board shall require any pupil
27 residing within the geographic boundary of its district to
28 enroll in a charter school.

29 (h) If there are more eligible applicants for enrollment
30 in a charter school than there are spaces available,
31 successful applicants shall be selected by lottery. However,
32 priority shall be given to siblings of pupils enrolled in the
33 charter school and to pupils who were enrolled in the charter
34 school the previous school year, unless expelled for cause.

1 Dual enrollment at both a charter school and a public school
2 or non-public school shall not be allowed. A pupil who is
3 suspended or expelled from a charter school shall be deemed
4 to be suspended or expelled from the public schools of the
5 school district in which the pupil resides.

6 (i) (Blank).

7 (j) Notwithstanding any other provision of law to the
8 contrary, a school district in a city having a population
9 exceeding 500,000 shall not have a duty to collectively
10 bargain with an exclusive representative of its employees
11 over decisions to grant or deny a charter school proposal
12 under Section 27A-8 of this Code, decisions to renew or
13 revoke a charter under Section 27A-9 of this Code, and the
14 impact of these decisions, provided that nothing in this
15 Section shall have the effect of negating, abrogating,
16 replacing, reducing, diminishing, or limiting in any way
17 employee rights, guarantees, or privileges granted in
18 Sections 2, 3, 7, 8, 10, 14, and 15 of the Illinois
19 Educational Labor Relations Act.

20 (Source: P.A. 91-357, eff. 7-29-99; 91-405, eff. 8-3-99;
21 91-407, eff. 8-3-99; 92-16, eff. 6-28-01.)

22 (105 ILCS 5/27A-5)

23 Sec. 27A-5. Charter school; legal entity; requirements.

24 (a) A charter school shall be a public, nonsectarian,
25 nonreligious, non-home based, and non-profit school. A
26 charter school shall be organized and operated as a nonprofit
27 corporation or other discrete, legal, nonprofit entity
28 authorized under the laws of the State of Illinois.

29 (b) A charter school may be established under this
30 Article by creating a new school or by converting an existing
31 public school or attendance center to charter school status.

32 Beginning on the effective date of this amendatory Act of
33 the 93rd General Assembly, in all new applications submitted

1 to the State Board or a local school board to establish a
2 charter school in a city having a population exceeding
3 500,000, operation of the charter school shall be limited to
4 one campus. The changes made to this Section by this
5 amendatory Act of the 93rd General Assembly do not apply to
6 charter schools existing or approved on or before the
7 effective date of this amendatory Act.

8 (c) A charter school shall be administered and governed
9 by its board of directors or other governing body in the
10 manner provided in its charter. The governing body of a
11 charter school shall be subject to the Freedom of Information
12 Act and the Open Meetings Act.

13 (d) A charter school shall comply with all applicable
14 health and safety requirements applicable to public schools
15 under the laws of the State of Illinois.

16 (e) Except as otherwise provided in the School Code, a
17 charter school shall not charge tuition; provided that a
18 charter school may charge reasonable fees for textbooks,
19 instructional materials, and student activities.

20 (f) A charter school shall be responsible for the
21 management and operation of its fiscal affairs including, but
22 not limited to, the preparation of its budget. An audit of
23 each charter school's finances shall be conducted annually by
24 an outside, independent contractor retained by the charter
25 school.

26 (g) A charter school shall comply with all provisions of
27 this Article and its charter. A charter school is exempt
28 from all other State laws and regulations in the School Code
29 governing public schools and local school board policies,
30 except the following:

31 (1) Sections 10-21.9 and 34-18.5 of the School Code
32 regarding criminal background investigations of
33 applicants for employment;

34 (2) Sections 24-24 and 34-84A of the School Code

1 regarding discipline of students;

2 (3) The Local Governmental and Governmental
3 Employees Tort Immunity Act;

4 (4) Section 108.75 of the General Not For Profit
5 Corporation Act of 1986 regarding indemnification of
6 officers, directors, employees, and agents;

7 (5) The Abused and Neglected Child Reporting Act;

8 (6) The Illinois School Student Records Act; and

9 (7) Section 10-17a of the School Code regarding
10 school report cards.

11 (h) A charter school may negotiate and contract with a
12 school district, the governing body of a State college or
13 university or public community college, or any other public
14 or for-profit or nonprofit private entity for: (i) the use of
15 a school building and grounds or any other real property or
16 facilities that the charter school desires to use or convert
17 for use as a charter school site, (ii) the operation and
18 maintenance thereof, and (iii) the provision of any service,
19 activity, or undertaking that the charter school is required
20 to perform in order to carry out the terms of its charter.

21 However, a charter school operating in a city having a
22 population exceeding 500,000 may not contract with a
23 for-profit entity to manage or operate the school during the
24 period that commences on the effective date of this
25 amendatory Act of the 93rd General Assembly and concludes at
26 the end of the 2004-2005 school year. The changes made to
27 this Section by this amendatory Act of the 93rd General
28 Assembly do not apply to charter schools existing or approved
29 on or before the effective date of this amendatory Act.

30 Except as provided in subsection (i) of this Section, a
31 school district may charge a charter school reasonable rent
32 for the use of the district's buildings, grounds, and
33 facilities. Any services for which a charter school
34 contracts with a school district shall be provided by the

1 district at cost. Any services for which a charter school
2 contracts with a local school board or with the governing
3 body of a State college or university or public community
4 college shall be provided by the public entity at cost.

5 (i) In no event shall a charter school that is
6 established by converting an existing school or attendance
7 center to charter school status be required to pay rent for
8 space that is deemed available, as negotiated and provided in
9 the charter agreement, in school district facilities.
10 However, all other costs for the operation and maintenance of
11 school district facilities that are used by the charter
12 school shall be subject to negotiation between the charter
13 school and the local school board and shall be set forth in
14 the charter.

15 (j) A charter school may limit student enrollment by age
16 or grade level.

17 (Source: P.A. 91-407, eff. 8-3-99.)

18 (105 ILCS 5/27A-6)

19 Sec. 27A-6. Contract contents; applicability of laws and
20 regulations.

21 (a) A certified charter shall constitute a binding
22 contract and agreement between the charter school and a local
23 school board under the terms of which the local school board
24 authorizes the governing body of the charter school to
25 operate the charter school on the terms specified in the
26 contract.

27 (b) Notwithstanding any other provision of this Article,
28 the certified charter may not waive or release the charter
29 school from the State goals, standards, and assessments
30 established pursuant to Section 2-3.64. Beginning with the
31 2003-2004 school year, the certified charter for a charter
32 school operating in a city having a population exceeding
33 500,000 shall require the charter school to administer any

1 other nationally recognized standardized tests to its
2 students that the chartering entity administers to other
3 students, and the results on such tests shall be included in
4 the chartering entity's assessment reports.

5 (c) Subject to the provisions of subsection (e), a
6 material revision to a previously certified contract or a
7 renewal shall be made with the approval of both the local
8 school board and the governing body of the charter school.

9 (c-5) The proposed contract shall include a provision on
10 how both parties will address minor violations of the
11 contract.

12 (d) The proposed contract between the governing body of
13 a proposed charter school and the local school board as
14 described in Section 27A-7 must be submitted to and certified
15 by the State Board before it can take effect. If the State
16 Board recommends that the proposed contract be modified for
17 consistency with this Article before it can be certified, the
18 modifications must be consented to by both the governing body
19 of the charter school and the local school board, and
20 resubmitted to the State Board for its certification. If the
21 proposed contract is resubmitted in a form that is not
22 consistent with this Article, the State Board may refuse to
23 certify the charter.

24 The State Board shall assign a number to each submission
25 or resubmission in chronological order of receipt, and shall
26 determine whether the proposed contract is consistent with
27 the provisions of this Article. If the proposed contract
28 complies, the State Board shall so certify.

29 (e) No material revision to a previously certified
30 contract or a renewal shall be effective unless and until the
31 State Board certifies that the revision or renewal is
32 consistent with the provisions of this Article.

33 (Source: P.A. 91-407, eff. 8-3-99.)

1 (105 ILCS 5/27A-10)

2 Sec. 27A-10. Employees.

3 (a) A person shall be deemed to be employed by a charter
4 school unless a collective bargaining agreement or the
5 charter school contract otherwise provides.

6 (b) In all school districts, including special charter
7 districts and districts located in cities having a population
8 exceeding 500,000, the local school board shall determine by
9 policy or by negotiated agreement, if one exists, the
10 employment status of any school district employees who are
11 employed by a charter school and who seek to return to
12 employment in the public schools of the district. Each local
13 school board shall grant, for a period of up to 5 years, a
14 leave of absence to those of its teachers who accept
15 employment with a charter school. At the end of the
16 authorized leave of absence, the teacher must return to the
17 school district or resign; provided, however, that if the
18 teacher chooses to return to the school district, the teacher
19 must be assigned to a position which requires the teacher's
20 certification and legal qualifications. The contractual
21 continued service status and retirement benefits of a teacher
22 of the district who is granted a leave of absence to accept
23 employment with a charter school shall not be affected by
24 that leave of absence.

25 (c) Charter schools shall employ in instructional
26 positions, as defined in the charter, individuals who are
27 certificated under Article 21 of this the-School Code or who
28 possess the following qualifications:

29 (i) graduated with a bachelor's degree from an
30 accredited institution of higher learning;

31 (ii) been employed for a period of at least 5 years
32 in an area requiring application of the individual's
33 education;

34 (iii) passed the tests of basic skills and subject

1 matter knowledge required by Section 21-1a of the School
2 Code; and

3 (iv) demonstrate continuing evidence of
4 professional growth which shall include, but not be
5 limited to, successful teaching experience, attendance at
6 professional meetings, membership in professional
7 organizations, additional credits earned at institutions
8 of higher learning, travel specifically for educational
9 purposes, and reading of professional books and
10 periodicals.

11 Charter schools employing individuals without
12 certification in instructional positions shall provide such
13 mentoring, training, and staff development for those
14 individuals as the charter schools determine necessary for
15 satisfactory performance in the classroom.

16 Beginning with the 2006-2007 school year, at least 50% of
17 the individuals employed in instructional positions by a
18 charter school that is operating in a city having a
19 population exceeding 500,000 and that is established on or
20 after the effective date of this amendatory Act of the 93rd
21 General Assembly shall hold teaching certificates issued
22 under Article 21 of this Code.

23 Beginning with the 2006-2007 school year, at least 75% of
24 the individuals employed in instructional positions by a
25 charter school that is operating in a city having a
26 population exceeding 500,000 and that is established before
27 the effective date of this amendatory Act of the 93rd General
28 Assembly shall hold teaching certificates issued under
29 Article 21 of this Code.

30 Charter schools operating in a city having a population
31 exceeding 500,000 are exempt from any annual cap on new
32 participants in an alternative certification program. The
33 second and third phases of the alternative certification
34 program may be conducted and completed at the charter school,

1 and the alternative teaching certificate is valid for 4 years
2 or the length of the charter (or any extension of the
3 charter), whichever is longer.

4 Notwithstanding any other provisions of the School Code,
5 charter schools may employ non-certificated staff in all
6 other positions.

7 (d) A teacher at a charter school may resign his or her
8 position only if the teacher gives notice of resignation to
9 the charter school's governing body at least 60 days before
10 the end of the school term, and the resignation must take
11 effect immediately upon the end of the school term.

12 (Source: P.A. 89-450, eff. 4-10-96.)

13 (105 ILCS 5/34-3.5 new)

14 Sec. 34-3.5. Partnership agreement on advancing student
15 achievement; No Child Left Behind Act of 2001.

16 (a) The General Assembly finds that the Chicago Teachers
17 Union, the Chicago Board of Education, and the district's
18 chief executive officer have a common responsibility beyond
19 their statutory collective bargaining relationship to
20 institute purposeful education reforms in the Chicago Public
21 Schools that maximize the number of students in the Chicago
22 Public Schools who reach or exceed proficiency with regard to
23 State academic standards and assessments. The General
24 Assembly further finds that education reform in the Chicago
25 Public Schools must be premised on a commitment by all
26 stakeholders to redefine relationships, develop, implement,
27 and evaluate programs, seek new and additional resources,
28 improve the value of educational programs to students,
29 accelerate the quality of teacher training, improve
30 instructional excellence, and develop and implement
31 strategies to comply with the federal No Child Left Behind
32 Act of 2001 (Public Law 107-110).

33 The Chicago Board of Education and the district's chief

1 executive officer shall enter into a partnership agreement
2 with the Chicago Teachers Union to allow the parties to work
3 together to advance the Chicago Public Schools to the next
4 level of education reform. This agreement must be entered
5 into and take effect within 90 days after the effective date
6 of this amendatory Act of the 93rd General Assembly. As part
7 of this agreement, the Chicago Teachers Union, the Chicago
8 Board of Education, and the district's chief executive
9 officer shall jointly file a report with the General Assembly
10 at the end of each school year with respect to the nature of
11 the reforms that the parties have instituted, the effect of
12 these reforms on student achievement, and any other matters
13 that the parties deem relevant to evaluating the
14 effectiveness of the agreement.

15 (b) Decisions concerning matters of inherent managerial
16 policy necessary to comply with the federal No Child Left
17 Behind Act of 2001 (Public Law 107-110), including such areas
18 of discretion or policy as the functions of the employer, the
19 standards and delivery of educational services and programs,
20 the district's overall budget, the district's organizational
21 structure, student assignment, school choice, and the
22 selection of new employees and direction of employees, and
23 the impact of these decisions on individual employees or the
24 bargaining unit shall be permissive subjects of bargaining
25 between the educational employer and the exclusive bargaining
26 representative and are within the sole discretion of the
27 educational employer to decide to bargain, notwithstanding
28 any other provision of this Code or any provision of Section
29 4.5 of the Illinois Educational Labor Relations Act to the
30 contrary (provided that any dispute or impasse that may arise
31 under this subsection (b) shall be resolved exclusively as
32 set forth in subsection (b) of Section 12 of the Illinois
33 Educational Labor Relations Act in lieu of a strike under
34 Section 13 of the Illinois Educational Labor Relations Act).

1 (105 ILCS 5/34-8.1) (from Ch. 122, par. 34-8.1)

2 Sec. 34-8.1. Principals. Principals shall be employed to
3 supervise the operation of each attendance center. Their
4 powers and duties shall include but not be limited to the
5 authority (i) to direct, supervise, evaluate, and suspend
6 with or without pay or otherwise discipline all teachers,
7 assistant principals, and other employees assigned to the
8 attendance center in accordance with board rules and policies
9 and (ii) to direct all other persons assigned to the
10 attendance center pursuant to a contract with a third party
11 to provide services to the school system. The right to
12 employ, discharge, and layoff shall be vested solely with the
13 board, provided that decisions to discharge or suspend
14 non-certified employees, including disciplinary layoffs, and
15 the termination of certified employees from employment
16 pursuant to a layoff or reassignment policy are subject to
17 review under a grievance resolution procedure adopted
18 pursuant to subsection (c) of Section 10 of the Illinois
19 Educational Labor Relations Act. The grievance resolution
20 procedure, if adopted by the board, shall provide for final
21 and binding arbitration, and, notwithstanding any other
22 provision of law to the contrary, the arbitrator's decision
23 may include all make-whole relief, including without
24 limitation reinstatement. The principal shall fill positions
25 by appointment as provided in this Section and may make
26 recommendations to the board regarding the employment,
27 discharge, or layoff of any individual. The authority of the
28 principal shall include the authority to direct the hours
29 during which the attendance center shall be open and
30 available for use provided the use complies with board rules
31 and policies, to determine when and what operations shall be
32 conducted within those hours, and to schedule staff within
33 those hours. Under the direction of, and subject to the
34 authority of the principal, the Engineer In Charge shall be

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

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

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

26 There shall be established by the Board a system of
27 semi-annual evaluations conducted by the principal as to the
28 performance of the food service manager. Nothing in this
29 Section shall prevent the principal from conducting
30 additional evaluations. An overall numerical rating shall be
31 given by the principal based on the evaluation conducted by
32 the principal. An unsatisfactory numerical rating shall
33 result in disciplinary action which may include, without
34 limitation and in the judgment of the principal, loss of

1 promotion or bidding procedure, reprimand, suspension with or
2 without pay, or recommended dismissal. The board shall
3 establish rules for conducting the evaluation and reporting
4 the results to the food service manager.

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

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

1 (ii) the principal shall submit recommendations based upon
2 merit and ability to perform in the particular position,
3 without regard to seniority or length of service, to the
4 general superintendent concerning the appointment of any
5 teacher, teacher aide, counselor, clerk, hall guard, security
6 guard and any other personnel which is to be made by the
7 general superintendent whenever less than a majority of the
8 duties of that teacher, teacher aide, counselor, clerk, hall
9 guard, and security guard and any other personnel are to be
10 performed at the attendance center which is under the
11 principal's supervision; and (iii) subject to law and the
12 applicable collective bargaining agreements, the authority
13 and responsibilities of a principal with respect to the
14 evaluation of all teachers and other personnel assigned to an
15 attendance center shall commence immediately upon his or her
16 appointment as principal of the attendance center, without
17 regard to the length of time that he or she has been the
18 principal of that attendance center.

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

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

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

33 Each principal shall hold a valid administrative
34 certificate issued or exchanged in accordance with Article 21

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

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

1 are threatened by illegal use of drugs and alcohol, by
2 illegal use or possession of weapons, or by illegal gang
3 activity.

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

29 Commencing on July 1, 1990, or on July 1, 1991, and
30 thereafter, the principal of each attendance center shall be
31 the person selected in the manner provided by Section 34-2.3
32 to serve as principal of that attendance center under a 4
33 year performance contract. All performance contracts of
34 principals expiring after July 1, 1990, or July 1, 1991,

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

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

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

27 In the event the performance contract of a principal is
28 not renewed or a principal is not reappointed as principal
29 under a new performance contract, or in the event a principal
30 is appointed to any position of superintendent or higher
31 position, or voluntarily resigns his position of principal,
32 his or her employment as a principal shall terminate and such
33 former principal shall not be reinstated to the position from
34 which he or she was promoted to principal, except that he or

1 she, if otherwise qualified and certified in accordance with
2 Article 21, shall be placed by the board on appropriate
3 eligibility lists which it prepares for use in the filling of
4 vacant or additional or newly created positions for teachers.
5 The principal's total years of service to the board as both a
6 teacher and a principal, or in other professional capacities,
7 shall be used in calculating years of experience for purposes
8 of being selected as a teacher into new, additional or vacant
9 positions.

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

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

19 (105 ILCS 5/34-18) (from Ch. 122, par. 34-18)

20 Sec. 34-18. Powers of the board. The board shall
21 exercise general supervision and jurisdiction over the public
22 education and the public school system of the city, and,
23 except as otherwise provided by this Article, shall have
24 power:

25 1. To make suitable provision for the establishment
26 and maintenance throughout the year or for such portion
27 thereof as it may direct, not less than 9 months, of
28 schools of all grades and kinds, including normal
29 schools, high schools, night schools, schools for
30 defectives and delinquents, parental and truant schools,
31 schools for the blind, the deaf and the crippled, schools
32 or classes in manual training, constructural and
33 vocational teaching, domestic arts and physical culture,

1 vocation and extension schools and lecture courses, and
2 all other educational courses and facilities, including
3 establishing, equipping, maintaining and operating
4 playgrounds and recreational programs, when such programs
5 are conducted in, adjacent to, or connected with any
6 public school under the general supervision and
7 jurisdiction of the board; provided, however, that in
8 allocating funds from year to year for the operation of
9 all attendance centers within the district, the board
10 shall ensure that supplemental general State aid funds
11 are allocated and applied in accordance with Section 18-8
12 or 18-8.05. To admit to such schools without charge
13 foreign exchange students who are participants in an
14 organized exchange student program which is authorized by
15 the board. The board shall permit all students to enroll
16 in apprenticeship programs in trade schools operated by
17 the board, whether those programs are union-sponsored or
18 not. No student shall be refused admission into or be
19 excluded from any course of instruction offered in the
20 common schools by reason of that student's sex. No
21 student shall be denied equal access to physical
22 education and interscholastic athletic programs supported
23 from school district funds or denied participation in
24 comparable physical education and athletic programs
25 solely by reason of the student's sex. Equal access to
26 programs supported from school district funds and
27 comparable programs will be defined in rules promulgated
28 by the State Board of Education in consultation with the
29 Illinois High School Association. Notwithstanding any
30 other provision of this Article, neither the board of
31 education nor any local school council or other school
32 official shall recommend that children with disabilities
33 be placed into regular education classrooms unless those
34 children with disabilities are provided with

1 supplementary services to assist them so that they
2 benefit from the regular classroom instruction and are
3 included on the teacher's regular education class
4 register;

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

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

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

13 5. To employ dentists and prescribe their duties
14 for the purpose of treating the pupils in the schools,
15 but accepting such treatment shall be optional with
16 parents or guardians;

17 6. To grant the use of assembly halls and
18 classrooms when not otherwise needed, including light,
19 heat, and attendants, for free public lectures, concerts,
20 and other educational and social interests, free of
21 charge, under such provisions and control as the
22 principal of the affected attendance center may
23 prescribe;

24 7. To apportion the pupils to the several schools;
25 provided that no pupil shall be excluded from or
26 segregated in any such school on account of his color,
27 race, sex, or nationality. The board shall take into
28 consideration the prevention of segregation and the
29 elimination of separation of children in public schools
30 because of color, race, sex, or nationality. Except that
31 children may be committed to or attend parental and
32 social adjustment schools established and maintained
33 either for boys or girls only. All records pertaining to
34 the creation, alteration or revision of attendance areas

1 shall be open to the public. Nothing herein shall limit
2 the board's authority to establish multi-area attendance
3 centers or other student assignment systems for
4 desegregation purposes or otherwise, and to apportion the
5 pupils to the several schools. Furthermore, beginning in
6 school year 1994-95, pursuant to a board plan adopted by
7 October 1, 1993, the board shall offer, commencing on a
8 phased-in basis, the opportunity for families within the
9 school district to apply for enrollment of their children
10 in any attendance center within the school district which
11 does not have selective admission requirements approved
12 by the board. The appropriate geographical area in which
13 such open enrollment may be exercised shall be determined
14 by the board of education. Such children may be admitted
15 to any such attendance center on a space available basis
16 after all children residing within such attendance
17 center's area have been accommodated. If the number of
18 applicants from outside the attendance area exceed the
19 space available, then successful applicants shall be
20 selected by lottery. The board of education's open
21 enrollment plan must include provisions that allow low
22 income students to have access to transportation needed
23 to exercise school choice. Open enrollment shall be in
24 compliance with the provisions of the Consent Decree and
25 Desegregation Plan cited in Section 34-1.01;

26 8. To approve programs and policies for providing
27 transportation services to students. Nothing herein shall
28 be construed to permit or empower the State Board of
29 Education to order, mandate, or require busing or other
30 transportation of pupils for the purpose of achieving
31 racial balance in any school;

32 9. Subject to the limitations in this Article, to
33 establish and approve system-wide curriculum objectives
34 and standards, including graduation standards, which

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

16 10. To employ non-teaching personnel or utilize
17 volunteer personnel for: (i) non-teaching duties not
18 requiring instructional judgment or evaluation of pupils,
19 including library duties; and (ii) supervising study
20 halls, long distance teaching reception areas used
21 incident to instructional programs transmitted by
22 electronic media such as computers, video, and audio,
23 detention and discipline areas, and school-sponsored
24 extracurricular activities. The board may further
25 utilize volunteer non-certificated personnel or employ
26 non-certificated personnel to assist in the instruction
27 of pupils under the immediate supervision of a teacher
28 holding a valid certificate, directly engaged in teaching
29 subject matter or conducting activities; provided that
30 the teacher shall be continuously aware of the
31 non-certificated persons' activities and shall be able to
32 control or modify them. The general superintendent shall
33 determine qualifications of such personnel and shall
34 prescribe rules for determining the duties and activities

1 to be assigned to such personnel;

2 10.5. To utilize volunteer personnel from a
3 regional School Crisis Assistance Team (S.C.A.T.),
4 created as part of the Safe to Learn Program established
5 pursuant to Section 25 of the Illinois Violence
6 Prevention Act of 1995, to provide assistance to schools
7 in times of violence or other traumatic incidents within
8 a school community by providing crisis intervention
9 services to lessen the effects of emotional trauma on
10 individuals and the community; the School Crisis
11 Assistance Team Steering Committee shall determine the
12 qualifications for volunteers;

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

22 12. To offer, if deemed appropriate, outdoor
23 education courses, including field trips within the State
24 of Illinois, or adjacent states, and to use school
25 educational funds for the expense of the said outdoor
26 educational programs, whether within the school district
27 or not;

28 13. During that period of the calendar year not
29 embraced within the regular school term, to provide and
30 conduct courses in subject matters normally embraced in
31 the program of the schools during the regular school term
32 and to give regular school credit for satisfactory
33 completion by the student of such courses as may be
34 approved for credit by the State Board of Education;

1 14. To insure against any loss or liability of the
2 board, the former School Board Nominating Commission,
3 Local School Councils, the Chicago Schools Academic
4 Accountability Council, or the former Subdistrict
5 Councils or of any member, officer, agent or employee
6 thereof, resulting from alleged violations of civil
7 rights arising from incidents occurring on or after
8 September 5, 1967 or from the wrongful or negligent act
9 or omission of any such person whether occurring within
10 or without the school premises, provided the officer,
11 agent or employee was, at the time of the alleged
12 violation of civil rights or wrongful act or omission,
13 acting within the scope of his employment or under
14 direction of the board, the former School Board
15 Nominating Commission, the Chicago Schools Academic
16 Accountability Council, Local School Councils, or the
17 former Subdistrict Councils; and to provide for or
18 participate in insurance plans for its officers and
19 employees, including but not limited to retirement
20 annuities, medical, surgical and hospitalization benefits
21 in such types and amounts as may be determined by the
22 board; provided, however, that the board shall contract
23 for such insurance only with an insurance company
24 authorized to do business in this State. Such insurance
25 may include provision for employees who rely on treatment
26 by prayer or spiritual means alone for healing, in
27 accordance with the tenets and practice of a recognized
28 religious denomination;

29 15. To contract with the corporate authorities of
30 any municipality or the county board of any county, as
31 the case may be, to provide for the regulation of traffic
32 in parking areas of property used for school purposes, in
33 such manner as is provided by Section 11-209 of The
34 Illinois Vehicle Code, approved September 29, 1969, as

1 amended;

2 16. (a) To provide, on an equal basis, access to a
3 high school campus and student directory information to
4 the official recruiting representatives of the armed
5 forces of Illinois and the United States for the purposes
6 of informing students of the educational and career
7 opportunities available in the military if the board has
8 provided such access to persons or groups whose purpose
9 is to acquaint students with educational or occupational
10 opportunities available to them. The board is not
11 required to give greater notice regarding the right of
12 access to recruiting representatives than is given to
13 other persons and groups. In this paragraph 16,
14 "directory information" means a high school student's
15 name, address, and telephone number.

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

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

34 (d) Information received by an official recruiting

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

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

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

24 (1) "Computer" means an internally programmed,
25 general purpose digital device capable of
26 automatically accepting data, processing data and
27 supplying the results of the operation.

28 (2) "Computer program" means a series of coded
29 instructions or statements in a form acceptable to a
30 computer, which causes the computer to process data
31 in order to achieve a certain result.

32 (3) "Proceeds" means profits derived from
33 marketing or sale of a product after deducting the
34 expenses of developing and marketing such product;

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

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

15 19a. Upon receipt of notice from the comptroller of
16 a municipality with a population of 500,000 or more, a
17 county with a population of 3,000,000 or more, the Cook
18 County Forest Preserve District, the Chicago Park
19 District, the Metropolitan Water Reclamation District,
20 the Chicago Transit Authority, or a housing authority of
21 a municipality with a population of 500,000 or more that
22 a debt is due and owing the municipality, the county, the
23 Cook County Forest Preserve District, the Chicago Park
24 District, the Metropolitan Water Reclamation District,
25 the Chicago Transit Authority, or the housing authority
26 by an employee of the Chicago Board of Education, to
27 withhold, from the compensation of that employee, the
28 amount of the debt that is due and owing and pay the
29 amount withheld to the municipality, the county, the Cook
30 County Forest Preserve District, the Chicago Park
31 District, the Metropolitan Water Reclamation District,
32 the Chicago Transit Authority, or the housing authority;
33 provided, however, that the amount deducted from any one
34 salary or wage payment shall not exceed 25% of the net

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

33 20. The board is encouraged to employ a sufficient
34 number of certified school counselors to maintain a

1 student/counselor ratio of 250 to 1 by July 1, 1990.
2 Each counselor shall spend at least 75% of his work time
3 in direct contact with students and shall maintain a
4 record of such time;

5 21. To make available to students vocational and
6 career counseling and to establish 5 special career
7 counseling days for students and parents. On these days
8 representatives of local businesses and industries shall
9 be invited to the school campus and shall inform students
10 of career opportunities available to them in the various
11 businesses and industries. Special consideration shall
12 be given to counseling minority students as to career
13 opportunities available to them in various fields. For
14 the purposes of this paragraph, minority student means a
15 person who is:

16 (a) Black (a person having origins in any of
17 the black racial groups in Africa);

18 (b) Hispanic (a person of Spanish or
19 Portuguese culture with origins in Mexico, South or
20 Central America, or the Caribbean islands,
21 regardless of race);

22 (c) Asian American (a person having origins in
23 any of the original peoples of the Far East,
24 Southeast Asia, the Indian Subcontinent or the
25 Pacific Islands); or

26 (d) American Indian or Alaskan Native (a
27 person having origins in any of the original peoples
28 of North America).

29 Counseling days shall not be in lieu of regular
30 school days;

31 22. To report to the State Board of Education the
32 annual student dropout rate and number of students who
33 graduate from, transfer from or otherwise leave bilingual
34 programs;

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

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

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

25 26. To encourage mid-career changes into the
26 teaching profession, whereby qualified professionals
27 become certified teachers, by allowing credit for
28 professional employment in related fields when
29 determining point of entry on teacher pay scale;

30 27. To provide or contract out training programs
31 for administrative personnel and principals with revised
32 or expanded duties pursuant to this Act in order to
33 assure they have the knowledge and skills to perform
34 their duties;

1 28. To establish a fund for the prioritized special
2 needs programs, and to allocate such funds and other lump
3 sum amounts to each attendance center in a manner
4 consistent with the provisions of part 4 of Section
5 34-2.3. Nothing in this paragraph shall be construed to
6 require any additional appropriations of State funds for
7 this purpose;

8 29. (Blank);

9 30. Notwithstanding any other provision of this Act
10 or any other law to the contrary, to contract with third
11 parties for services otherwise performed by employees,
12 including those in a bargaining unit, and to layoff those
13 employees upon 14 days written notice to the affected
14 employees. Those contracts may be for a period not to
15 exceed 5 years and may be awarded on a system-wide basis;

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

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

28 33. To enter into a partnership agreement, as
29 required by Section 34-3.5 of this Code, and,
30 notwithstanding any other provision of law to the
31 contrary, to promulgate policies, enter into contracts,
32 and take any other action necessary to accomplish the
33 objectives and implement the requirements of that
34 agreement; and

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

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

14 In addition to the powers herein granted and authorized
 15 to be exercised by the board, it shall be the duty of the
 16 board to review or to direct independent reviews of special
 17 education expenditures and services. The board shall file a
 18 report of such review with the General Assembly on or before
 19 May 1, 1990.

20 (Source: P.A. 92-109, eff. 7-20-01; 92-527, eff. 6-1-02;
 21 92-724, eff. 7-25-02; revised 9-24-02.)

22 Section 10. The Illinois Educational Labor Relations Act
 23 is amended by changing Sections 4.5 and 12 as follows:

24 (115 ILCS 5/4.5)

25 Sec. 4.5. ~~Prohibited~~ Subjects of collective bargaining.

26 (a) Notwithstanding the existence of any other provision
 27 in this Act or other law, collective bargaining between an
 28 educational employer whose territorial boundaries are
 29 coterminous with those of a city having a population in
 30 excess of 500,000 and an exclusive representative of its
 31 employees may ~~shall--not~~ include any of the following
 32 subjects:

1 (1) (Blank). Decisions to grant or deny a charter
2 school proposal under Section 27A-8 of the Charter
3 Schools Law, to renew or revoke a charter under Section
4 27A-9 of the Charter Schools Law, or to grant or deny a
5 leave of absence to an employee of a school district to
6 become an employee of a charter school, and the impact of
7 these decisions on individual employees or the bargaining
8 unit.

9 (2) Decisions to contract with a third party for
10 one or more services otherwise performed by employees in
11 a bargaining unit and, the procedures for obtaining such
12 contract or the identity of the third party, and the
13 impact of these decisions on individual employees or the
14 bargaining unit.

15 (3) Decisions to layoff or reduce in force
16 employees (including but not limited to reserve teachers
17 or teachers who are no longer on an administrative
18 payroll) due to lack of work or funds, including but not
19 limited to decline in student enrollment, change in
20 subject requirements within the attendance center
21 organization, closing of an attendance center, or
22 contracts with third parties for the performance of
23 services, and the impact of these decisions on individual
24 employees or the bargaining unit.

25 (4) Decisions to determine class size, class
26 staffing and assignment, class schedules, academic
27 calendar, hours and places of instruction, or pupil
28 assessment policies, and the impact of these decisions on
29 individual employees or the bargaining unit.

30 (5) Decisions concerning use and staffing of
31 experimental or pilot programs and, decisions concerning
32 use of technology to deliver educational programs and
33 services and staffing to provide the technology, and the
34 impact of these decisions on individual employees or the

1 bargaining-unit.

2 (b) The subject or matters described in subsection (a)
3 are permissive prohibited subjects of bargaining between an
4 educational employer and an exclusive representative of its
5 employees and, for the purpose of this Act, are within the
6 sole discretion authority of the educational employer to
7 decide to bargain, provided that the educational employer is
8 required to bargain over the impact of a decision concerning
9 such subject or matter on the bargaining unit upon request by
10 the exclusive representative. During this bargaining, the
11 educational employer shall not be precluded from implementing
12 its decision. If, after a reasonable period of bargaining, a
13 dispute or impasse exists between the educational employer
14 and the exclusive representative, the dispute or impasse
15 shall be resolved exclusively as set forth in subsection (b)
16 of Section 12 of this Act in lieu of a strike under Section
17 13 of this Act.

18 (c) A provision in a collective bargaining agreement
19 that was rendered null and void because it involved a
20 prohibited subject of collective bargaining under this
21 subsection (c) as this subsection (c) existed before the
22 effective date of this amendatory Act of the 93rd General
23 Assembly remains null and void and shall not otherwise be
24 reinstated in any successor agreement unless the educational
25 employer and exclusive representative otherwise agree to
26 include an agreement reached on a subject or matter described
27 in subsection (a) of this Section as subsection (a) existed
28 before this amendatory Act of the 93rd General Assembly. This
29 Section--shall-apply-to-collective-bargaining-agreements-that
30 become-effective-after-the-effective-date-of-this--amendatory
31 Act--of--1995--and--shall--render--a--provision--involving--a
32 prohibited-subject-in-such-agreement-null-and-void.

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

1 (115 ILCS 5/12) (from Ch. 48, par. 1712)

2 Sec. 12. Impasse procedures.

3 (a) If the parties engaged in collective bargaining have
4 not reached an agreement by 90 days before the scheduled
5 start of the forthcoming school year, the parties shall
6 notify the Illinois Educational Labor Relations Board
7 concerning the status of negotiations.

8 Upon demand of either party, collective bargaining
9 between the employer and an exclusive bargaining
10 representative must begin within 60 days of the date of
11 certification of the representative by the Board, or in the
12 case of an existing exclusive bargaining representative,
13 within 60 days of the receipt by a party of a demand to
14 bargain issued by the other party. Once commenced,
15 collective bargaining must continue for at least a 60 day
16 period, unless a contract is entered into.

17 Except as otherwise provided in subsection (b) of this
18 Section, if after a reasonable period of negotiation and
19 within 45 days of the scheduled start of the forth-coming
20 school year, the parties engaged in collective bargaining
21 have reached an impasse, either party may petition the Board
22 to initiate mediation. Alternatively, the Board on its own
23 motion may initiate mediation during this period. However,
24 mediation shall be initiated by the Board at any time when
25 jointly requested by the parties and the services of the
26 mediators shall continuously be made available to the
27 employer and to the exclusive bargaining representative for
28 purposes of arbitration of grievances and mediation or
29 arbitration of contract disputes. If requested by the
30 parties, the mediator may perform fact-finding and in so
31 doing conduct hearings and make written findings and
32 recommendations for resolution of the dispute. Such
33 mediation shall be provided by the Board and shall be held
34 before qualified impartial individuals. Nothing prohibits

1 the use of other individuals or organizations such as the
2 Federal Mediation and Conciliation Service or the American
3 Arbitration Association selected by both the exclusive
4 bargaining representative and the employer.

5 If the parties engaged in collective bargaining fail to
6 reach an agreement within 15 days of the scheduled start of
7 the forthcoming school year and have not requested mediation,
8 the Illinois Educational Labor Relations Board shall invoke
9 mediation.

10 Whenever mediation is initiated or invoked under this
11 subsection (a) Section, the parties may stipulate to defer
12 selection of a mediator in accordance with rules adopted by
13 the Board.

14 (b) If, after a reasonable period of bargaining of at
15 least 60 days, a dispute or impasse exists between an
16 employer whose territorial boundaries are coterminous with
17 those of a city having a population in excess of 500,000 and
18 the exclusive bargaining representative over a subject or
19 matter set forth in Section 4.5 of this Act, the parties
20 shall submit the dispute or impasse to the dispute resolution
21 procedure agreed to between the parties. The procedure shall
22 provide for mediation of disputes by a rotating mediation
23 panel and may, at the request of either party, include the
24 issuance of advisory findings of fact and recommendations.

25 (c) The costs of fact finding and mediation shall be
26 shared equally between the employer and the exclusive
27 bargaining agent, provided that, for purposes of mediation
28 under this Act, if either party requests the use of mediation
29 services from the Federal Mediation and Conciliation Service,
30 the other party shall either join in such request or bear the
31 additional cost of mediation services from another source.

32 (d) Nothing in this Act prevents an employer and an
33 exclusive bargaining representative from mutually submitting
34 to final and binding impartial arbitration unresolved issues

1 concerning the terms of a new collective bargaining
2 agreement.

3 (Source: P.A. 86-412.)

4 Section 90. The State Mandates Act is amended by adding
5 Section 8.27 as follows:

6 (30 ILCS 805/8.27 new)

7 Sec. 8.27. Exempt mandate. Notwithstanding Sections 6
8 and 8 of this Act, no reimbursement by the State is required
9 for the implementation of any mandate created by this
10 amendatory Act of the 93rd General Assembly.

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