

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

6 Sec. 34-2.4a. Professional personnel leadership advisory
7 committee. At each attendance center operated pursuant to
8 this Article, a professional personnel leadership advisory
9 committee consisting of certified classroom teachers and
10 other certificated personnel who are employed at the
11 attendance center and who desire to be members of the
12 committee shall be elected each school year for the purpose
13 of reaching optimal decisions jointly with ~~advising~~ the
14 principal and the local school council on matters of
15 educational program, including but not limited to curriculum
16 and school improvement plan development and implementation.
17 The principal shall convene a publicized meeting of all
18 certified classroom teachers and other certificated
19 personnel, at which meeting those certified classroom
20 teachers and other certificated personnel present, excluding
21 the principal, shall elect teachers and other certificated
22 personnel to serve on the committee. The total number of
23 teachers and other certificated personnel to be elected to
24 serve on the committee during the school year shall be
25 determined by the certified classroom teachers and other
26 certificated personnel present at the meeting at which the
27 teachers and other certificated personnel are to be elected.
28 A staff member eligible to vote may vote for as many
29 candidates as are to be elected, but votes shall not be
30 cumulated. Ties shall be determined by lot. Vacancies shall
31 be filled in like manner.

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

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. The principal shall fill positions by appointment as
14 provided in this Section and may make recommendations to the
15 board regarding the employment, discharge, or layoff of any
16 individual. The authority of the principal shall include the
17 authority to direct the hours during which the attendance
18 center shall be open and available for use provided the use
19 complies with board rules and policies, to determine when and
20 what operations shall be conducted within those hours, and to
21 schedule staff within those hours. Under the direction of,
22 and subject to the authority of the principal, the Engineer
23 In Charge shall be accountable for the safe, economical
24 operation of the plant and grounds and shall also be
25 responsible for orientation, training, and supervising the
26 work of Engineers, Trainees, school maintenance assistants,
27 custodial workers and other plant operation employees under
28 his or her direction.

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

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

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

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

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

31 Principals shall be employed to supervise the educational
32 operation of each attendance center. If a principal is absent
33 due to extended illness or leave or absence, an assistant
34 principal may be assigned as acting principal for a period

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

1 applicable collective bargaining agreements, the authority
2 and responsibilities of a principal with respect to the
3 evaluation of all teachers and other personnel assigned to an
4 attendance center shall commence immediately upon his or her
5 appointment as principal of the attendance center, without
6 regard to the length of time that he or she has been the
7 principal of that attendance center.

8 Notwithstanding the existence of any other law of this
9 State, nothing in this Act shall prevent the board from
10 entering into a contract with a third party for services
11 currently performed by any employee or bargaining unit
12 member.

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

17 Unless otherwise prohibited by law or by rule of the
18 board, the principal shall provide to local school council
19 members copies of all internal audits and any other pertinent
20 information generated by any audits or reviews of the
21 programs and operation of the attendance center.

22 Each principal shall hold a valid administrative
23 certificate issued or exchanged in accordance with Article 21
24 and endorsed as required by that Article for the position of
25 principal. The board may establish or impose academic,
26 educational, examination, and experience requirements and
27 criteria that are in addition to those established and
28 required by Article 21 for issuance of a valid certificate
29 endorsed for the position of principal as a condition of the
30 nomination, selection, appointment, employment, or continued
31 employment of a person as principal of any attendance center,
32 or as a condition of the renewal of any principal's
33 performance contract.

34 The board shall specify in its formal job description for

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

27 On or before October 1, 1989, the Board of Education, in
28 consultation with any professional organization representing
29 principals in the district, shall promulgate rules and
30 implement a lottery for the purpose of determining whether a
31 principal's existing performance contract (including the
32 performance contract applicable to any principal's position
33 in which a vacancy then exists) expires on June 30, 1990 or
34 on June 30, 1991, and whether the ensuing 4 year performance

1 contract begins on July 1, 1990 or July 1, 1991. The Board of
2 Education shall establish and conduct the lottery in such
3 manner that of all the performance contracts of principals
4 (including the performance contracts applicable to all
5 principal positions in which a vacancy then exists), 50% of
6 such contracts shall expire on June 30, 1990, and 50% shall
7 expire on June 30, 1991. All persons serving as principal on
8 May 1, 1989, and all persons appointed as principal after May
9 1, 1989 and prior to July 1, 1990 or July 1, 1991, in a
10 manner other than as provided by Section 34-2.3, shall be
11 deemed by operation of law to be serving under a performance
12 contract which expires on June 30, 1990 or June 30, 1991; and
13 unless such performance contract of any such principal is
14 renewed (or such person is again appointed to serve as
15 principal) in the manner provided by Section 34-2.2 or
16 34-2.3, the employment of such person as principal shall
17 terminate on June 30, 1990 or June 30, 1991.

18 Commencing on July 1, 1990, or on July 1, 1991, and
19 thereafter, the principal of each attendance center shall be
20 the person selected in the manner provided by Section 34-2.3
21 to serve as principal of that attendance center under a 4
22 year performance contract. All performance contracts of
23 principals expiring after July 1, 1990, or July 1, 1991,
24 shall commence on the date specified in the contract, and the
25 renewal of their performance contracts and the appointment of
26 principals when their performance contracts are not renewed
27 shall be governed by Sections 34-2.2 and 34-2.3. Whenever a
28 vacancy in the office of a principal occurs for any reason,
29 the vacancy shall be filled by the selection of a new
30 principal to serve under a 4 year performance contract in the
31 manner provided by Section 34-2.3.

32 The board of education shall develop and prepare, in
33 consultation with the organization representing principals, a
34 performance contract for use at all attendance centers, and

1 shall furnish the same to each local school council. The
2 term of the performance contract shall be 4 years, unless the
3 principal is retained by the decision of a hearing officer
4 pursuant to subdivision 1.5 of Section 34-2.3, in which case
5 the contract shall be extended for 2 years. The performance
6 contract of each principal shall consist of the uniform
7 performance contract, as developed or from time to time
8 modified by the board, and such additional criteria as are
9 established by a local school council pursuant to Section
10 34-2.3 for the performance contract of its principal.

11 During the term of his or her performance contract, a
12 principal may be removed only as provided for in the
13 performance contract except for cause. He or she shall also
14 be obliged to follow the rules of the board of education
15 concerning conduct and efficiency.

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

33 In the event the performance contract of a principal is
34 not renewed or a principal is not reappointed as principal

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

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