



94TH GENERAL ASSEMBLY

State of Illinois

2005 and 2006

HB0673

Introduced 1/31/2005, by Rep. JoAnn D. Osmond

SYNOPSIS AS INTRODUCED:

105 ILCS 5/10-21.4	from Ch. 122, par. 10-21.4
105 ILCS 5/10-21.4a	from Ch. 122, par. 10-21.4a
105 ILCS 5/34-6	from Ch. 122, par. 34-6
105 ILCS 5/34-8.1	from Ch. 122, par. 34-8.1
30 ILCS 805/8.29 new	

Amends the School Code. Requires district superintendents and principals to reside in Illinois as a condition of employment or continued employment. Amends the State Mandates Act to require implementation without reimbursement. Effective immediately.

LRB094 05032 RAS 35067 b

FISCAL NOTE ACT
MAY APPLY

STATE MANDATES
ACT MAY REQUIRE
REIMBURSEMENT

1 AN ACT concerning education.

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

4 Section 5. The School Code is amended by changing Sections
5 10-21.4, 10-21.4a, 34-6, and 34-8.1 as follows:

6 (105 ILCS 5/10-21.4) (from Ch. 122, par. 10-21.4)

7 Sec. 10-21.4. Superintendent - Duties. Except in districts
8 in which there is only one school with less than four teachers,
9 to employ a superintendent who shall have charge of the
10 administration of the schools under the direction of the board
11 of education. For contracts entered into or renewed on or after
12 the effective date of this amendatory Act of the 94th General
13 Assembly, State residency must be made an express condition of
14 a person's employment or continued employment as a
15 superintendent. In addition to the administrative duties, the
16 superintendent shall make recommendations to the board
17 concerning the budget, building plans, the locations of sites,
18 the selection, retention and dismissal of teachers and all
19 other employees, the selection of textbooks, instructional
20 material and courses of study. However, in districts under a
21 Financial Oversight Panel pursuant to Section 1A-8 for
22 violating a financial plan, the duties and responsibilities of
23 the superintendent in relation to the financial and business
24 operations of the district shall be approved by the Panel. In
25 the event the Board refuses or fails to follow a directive or
26 comply with an information request of the Panel, the
27 performance of those duties shall be subject to the direction
28 of the Panel. The superintendent shall also notify the State
29 Board of Education, the board and the chief administrative
30 official, other than the alleged perpetrator himself, in the
31 school where the alleged perpetrator serves, that any person
32 who is employed in a school or otherwise comes into frequent

1 contact with children in the school has been named as a
2 perpetrator in an indicated report filed pursuant to the Abused
3 and Neglected Child Reporting Act, approved June 26, 1975, as
4 amended. The superintendent shall keep or cause to be kept the
5 records and accounts as directed and required by the board, aid
6 in making reports required by the board, and perform such other
7 duties as the board may delegate to him.

8 In addition, in January of each year, beginning in 1990,
9 each superintendent shall report to the regional
10 superintendent of schools of the educational service region in
11 which the school district served by the superintendent is
12 located, the number of high school students in the district who
13 are enrolled in accredited courses (for which high school
14 credit will be awarded upon successful completion of the
15 courses) at any community college, together with the name and
16 number of the course or courses which each such student is
17 taking.

18 The provisions of this section shall also apply to board of
19 director districts.

20 Notice of intent not to renew a contract must be given in
21 writing stating the specific reason therefor by April 1 of the
22 contract year unless the contract specifically provides
23 otherwise. Failure to do so will automatically extend the
24 contract for an additional year. Within 10 days after receipt
25 of notice of intent not to renew a contract, the superintendent
26 may request a closed session hearing on the dismissal. At the
27 hearing the superintendent has the privilege of presenting
28 evidence, witnesses and defenses on the grounds for dismissal.
29 The provisions of this paragraph shall not apply to a district
30 under a Financial Oversight Panel pursuant to Section 1A-8 for
31 violating a financial plan.

32 (Source: P.A. 89-572, eff. 7-30-96.)

33 (105 ILCS 5/10-21.4a) (from Ch. 122, par. 10-21.4a)

34 Sec. 10-21.4a. Principals - Duties. To employ principals
35 who hold valid supervisory or administrative certificates who

1 shall supervise the operation of attendance centers as the
2 board shall determine necessary. In an attendance center having
3 fewer than 4 teachers, a head teacher who does not qualify as a
4 principal may be assigned in the place of a principal.

5 The principal shall assume administrative responsibilities
6 and instructional leadership, under the supervision of the
7 superintendent, and in accordance with reasonable rules and
8 regulations of the board, for the planning, operation and
9 evaluation of the educational program of the attendance area to
10 which he or she is assigned. However, in districts under a
11 Financial Oversight Panel pursuant to Section 1A-8 for
12 violating a financial plan, the duties and responsibilities of
13 principals in relation to the financial and business operations
14 of the district shall be approved by the Panel. In the event
15 the Board refuses or fails to follow a directive or comply with
16 an information request of the Panel, the performance of those
17 duties shall be subject to the direction of the Panel.

18 School boards shall specify in their formal job description
19 for principals that his or her primary responsibility is in the
20 improvement of instruction. A majority of the time spent by a
21 principal shall be spent on curriculum and staff development
22 through both formal and informal activities, establishing
23 clear lines of communication regarding school goals,
24 accomplishments, practices and policies with parents and
25 teachers.

26 For contracts entered into or renewed on or after the
27 effective date of this amendatory Act of the 94th General
28 Assembly, State residency must be made an express condition of
29 a person's employment or continued employment as a principal.
30 Unless residency within a school district is made an express
31 condition of a person's employment or continued employment as a
32 principal of that school district at the time of the person's
33 initial employment as a principal of that district, residency
34 within that school district may not at any time thereafter be
35 made a condition of that person's employment or continued
36 employment as a principal of the district, without regard to

1 whether the person's initial employment as a principal of the
2 district began before or begins on or after the effective date
3 of this amendatory Act of 1996 and without regard to whether
4 that person's residency within or outside of the district began
5 or was changed before or begins or changes on or after that
6 effective date. In no event shall residency within a school
7 district be considered in determining the compensation of a
8 principal or the assignment or transfer of a principal to an
9 attendance center of the district.

10 School boards shall ensure that their principals are
11 evaluated on their instructional leadership ability and their
12 ability to maintain a positive education and learning climate.

13 It shall also be the responsibility of the principal to
14 utilize resources of proper law enforcement agencies when the
15 safety and welfare of students and teachers are threatened by
16 illegal use of drugs and alcohol.

17 The principal shall submit recommendations to the
18 superintendent concerning the appointment, retention,
19 promotion and assignment of all personnel assigned to the
20 attendance center.

21 If a principal is absent due to extended illness or leave
22 of absence, an assistant principal may be assigned as acting
23 principal for a period not to exceed 60 school days.

24 (Source: P.A. 89-572, eff. 7-30-96; 89-622, eff. 8-9-96; 90-14,
25 eff. 7-1-97.)

26 (105 ILCS 5/34-6) (from Ch. 122, par. 34-6)

27 Sec. 34-6. Superintendent of schools. After June 30, 1999,
28 the board may, by a vote of a majority of its full membership,
29 appoint a general superintendent of schools to serve pursuant
30 to a performance-based contract for a term ending on June 30th
31 of the third calendar year after his or her appointment. He
32 shall be the chief administrative officer of the board and
33 shall have charge and control, subject to the approval of the
34 board and to other provisions of this Article, of all
35 departments and the employees therein of public schools, except

1 the law department. He shall negotiate contracts with all labor
2 organizations which are exclusive representatives of
3 educational employees employed under the Illinois Educational
4 Labor Relations Act. All contracts shall be subject to approval
5 of the Board of Education. The board may conduct a national
6 search for a general superintendent. An incumbent general
7 superintendent may not be precluded from being included in such
8 national search. For contracts entered into or renewed on or
9 after the effective date of this amendatory Act of the 94th
10 General Assembly, State residency must be made an express
11 condition of a person's employment or continued employment as a
12 general superintendent. Persons appointed pursuant to this
13 Section shall be exempt from the provisions and requirements of
14 Sections 21-1, 21-1a and 21-7.1.

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

16 (105 ILCS 5/34-8.1) (from Ch. 122, par. 34-8.1)

17 Sec. 34-8.1. Principals. Principals shall be employed to
18 supervise the operation of each attendance center. Their powers
19 and duties shall include but not be limited to the authority
20 (i) to direct, supervise, evaluate, and suspend with or without
21 pay or otherwise discipline all teachers, assistant
22 principals, and other employees assigned to the attendance
23 center in accordance with board rules and policies and (ii) to
24 direct all other persons assigned to the attendance center
25 pursuant to a contract with a third party to provide services
26 to the school system. The right to employ, discharge, and
27 layoff shall be vested solely with the board, provided that
28 decisions to discharge or suspend non-certified employees,
29 including disciplinary layoffs, and the termination of
30 certified employees from employment pursuant to a layoff or
31 reassignment policy are subject to review under the grievance
32 resolution procedure adopted pursuant to subsection (c) of
33 Section 10 of the Illinois Educational Labor Relations Act. The
34 grievance resolution procedure adopted by the board shall
35 provide for final and binding arbitration, and,

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

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

32 Under the direction of, and subject to the authority of,
33 the principal, the Food Service Manager is responsible at all
34 times for the proper operation and maintenance of the lunch
35 room to which he is assigned and shall also be responsible for
36 the orientation, training, and supervising the work of cooks,

1 bakers, porters, and lunchroom attendants under his or her
2 direction.

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

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

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

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

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

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

35 Unless otherwise prohibited by law or by rule of the board,
36 the principal shall provide to local school council members

1 copies of all internal audits and any other pertinent
2 information generated by any audits or reviews of the programs
3 and operation of the attendance center.

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

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

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

6 For contracts entered into or renewed on or after the
7 effective date of this amendatory Act of the 94th General
8 Assembly, State residency must be made an express condition of
9 a person's employment or continued employment as a principal.

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

35 Commencing on July 1, 1990, or on July 1, 1991, and
36 thereafter, the principal of each attendance center shall be

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

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

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

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

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

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

19 (Source: P.A. 93-3, eff. 4-16-03; 93-48, eff. 7-1-03; revised
20 9-11-03.)

21 Section 90. The State Mandates Act is amended by adding
22 Section 8.29 as follows:

23 (30 ILCS 805/8.29 new)

24 Sec. 8.29. Exempt mandate. Notwithstanding Sections 6 and 8
25 of this Act, no reimbursement by the State is required for the
26 implementation of any mandate created by this amendatory Act of
27 the 94th General Assembly.

28 Section 99. Effective date. This Act takes effect upon
29 becoming law.