

11171

I N A S S E M B L Y

May 21, 2010

Introduced by M. of A. NOLAN -- read once and referred to the Committee
on Education

AN ACT to amend the education law, in relation to the evaluation of
teachers and principals; and to amend the education law, in relation
to authorizing school districts to contract with educational partner-
ship organizations to turn around certain low-performing schools

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEM-
BLY, DO ENACT AS FOLLOWS:

1 Section 1. The education law is amended by adding a new section 3012-c
2 to read as follows:
3 S 3012-C. ANNUAL PROFESSIONAL PERFORMANCE REVIEW OF CLASSROOM TEACHERS
4 AND BUILDING PRINCIPALS. 1. NOTWITHSTANDING ANY OTHER PROVISION OF LAW,
5 RULE OR REGULATION TO THE CONTRARY, THE ANNUAL PROFESSIONAL PERFORMANCE
6 REVIEWS OF ALL CLASSROOM TEACHERS AND BUILDING PRINCIPALS EMPLOYED BY
7 SCHOOL DISTRICTS OR BOARDS OF COOPERATIVE EDUCATIONAL SERVICES SHALL BE
8 CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. SUCH
9 PERFORMANCE REVIEWS WHICH ARE CONDUCTED ON OR AFTER JULY FIRST, TWO
10 THOUSAND ELEVEN, OR ON OR AFTER THE DATE SPECIFIED IN PARAGRAPH C OF
11 SUBDIVISION TWO OF THIS SECTION WHERE APPLICABLE, SHALL INCLUDE MEASURES
12 OF STUDENT ACHIEVEMENT AND BE CONDUCTED IN ACCORDANCE WITH THIS SECTION.
13 SUCH ANNUAL PROFESSIONAL PERFORMANCE REVIEWS SHALL BE A SIGNIFICANT
14 FACTOR FOR EMPLOYMENT DECISIONS INCLUDING BUT NOT LIMITED TO, PROMOTION,
15 RETENTION, TENURE DETERMINATION, TERMINATION, AND SUPPLEMENTAL COMPEN-
16 SATION, WHICH DECISIONS ARE TO BE MADE IN ACCORDANCE WITH LOCALLY DEVEL-
17 OPED PROCEDURES NEGOTIATED PURSUANT TO THE REQUIREMENTS OF ARTICLE FOUR-
18 TEEN OF THE CIVIL SERVICE LAW. SUCH PERFORMANCE REVIEWS SHALL ALSO BE A
19 SIGNIFICANT FACTOR IN TEACHER AND PRINCIPAL DEVELOPMENT, INCLUDING BUT
20 NOT LIMITED TO, COACHING, INDUCTION SUPPORT AND DIFFERENTIATED PROFES-
21 SIONAL DEVELOPMENT, WHICH ARE TO BE LOCALLY ESTABLISHED IN ACCORDANCE
22 WITH PROCEDURES NEGOTIATED PURSUANT TO THE REQUIREMENTS OF ARTICLE FOUR-
23 TEEN OF THE CIVIL SERVICE LAW.
24 2. A. THE ANNUAL PROFESSIONAL PERFORMANCE REVIEWS CONDUCTED PURSUANT
25 TO THIS SECTION FOR CLASSROOM TEACHERS AND BUILDING PRINCIPALS SHALL
26 DIFFERENTIATE TEACHER AND PRINCIPAL EFFECTIVENESS USING THE FOLLOWING

EXPLANATION--Matter in *ITALICS* (underscored) is new; matter in brackets
[] is old law to be omitted.

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1 QUALITY RATING CATEGORIES: HIGHLY EFFECTIVE, EFFECTIVE, DEVELOPING AND
2 INEFFECTIVE, WITH EXPLICIT MINIMUM AND MAXIMUM SCORING RANGES FOR EACH
3 CATEGORY, AS PRESCRIBED IN THE REGULATIONS OF THE COMMISSIONER. SUCH
4 ANNUAL PROFESSIONAL PERFORMANCE REVIEWS SHALL RESULT IN A SINGLE COMPOS-
5 ITE TEACHER OR PRINCIPAL EFFECTIVENESS SCORE, WHICH INCORPORATES MULTI-
6 PLE MEASURES OF EFFECTIVENESS RELATED TO THE CRITERIA INCLUDED IN THE
7 REGULATIONS OF THE COMMISSIONER. EXCEPT FOR THE STUDENT GROWTH MEASURES
8 PRESCRIBED IN PARAGRAPHS E, F AND G OF THIS SUBDIVISION, THE ELEMENTS
9 COMPRISING THE COMPOSITE EFFECTIVENESS SCORE SHALL BE LOCALLY DEVELOPED,
10 CONSISTENT WITH THE STANDARDS PRESCRIBED IN THE REGULATIONS OF THE
11 COMMISSIONER, THROUGH NEGOTIATIONS CONDUCTED, PURSUANT TO THE REQUIRE-
12 MENTS OF ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW.

13 B. ANNUAL PROFESSIONAL PERFORMANCE REVIEWS CONDUCTED BY SCHOOL
14 DISTRICTS ON OR AFTER JULY FIRST, TWO THOUSAND ELEVEN OF CLASSROOM
15 TEACHERS OF COMMON BRANCH SUBJECTS OR ENGLISH LANGUAGE ARTS OR MATHEMAT-
16 ICS IN GRADES FOUR TO EIGHT AND ALL BUILDING PRINCIPALS OF SCHOOLS IN
17 WHICH SUCH TEACHERS ARE EMPLOYED SHALL BE CONDUCTED PURSUANT TO THIS
18 SUBDIVISION AND SHALL USE TWO THOUSAND TEN--TWO THOUSAND ELEVEN SCHOOL
19 YEAR STUDENT DATA AS THE BASELINE FOR THE INITIAL COMPUTATION OF THE
20 COMPOSITE TEACHER OR PRINCIPAL EFFECTIVENESS SCORE FOR SUCH CLASSROOM
21 TEACHERS AND PRINCIPALS.

22 C. ANNUAL PROFESSIONAL PERFORMANCE REVIEWS CONDUCTED BY SCHOOL
23 DISTRICTS OR BOARDS OF COOPERATIVE EDUCATIONAL SERVICES ON OR AFTER JULY
24 FIRST, TWO THOUSAND TWELVE OF ALL CLASSROOM TEACHERS AND ALL BUILDING
25 PRINCIPALS SHALL BE CONDUCTED PURSUANT TO THIS SUBDIVISION AND SHALL USE
26 TWO THOUSAND ELEVEN--TWO THOUSAND TWELVE SCHOOL YEAR STUDENT DATA AS THE
27 BASELINE FOR THE INITIAL COMPUTATION OF THE COMPOSITE TEACHER OR PRINCI-
28 PAL EFFECTIVENESS SCORE FOR SUCH CLASSROOM TEACHERS AND PRINCIPALS. FOR
29 PURPOSES OF THIS SECTION, AN ADMINISTRATOR IN CHARGE OF AN INSTRUCTIONAL
30 PROGRAM OF A BOARD OF COOPERATIVE EDUCATIONAL SERVICES SHALL BE DEEMED
31 TO BE A BUILDING PRINCIPAL.

32 D. PRIOR TO ANY EVALUATION BEING CONDUCTED IN ACCORDANCE WITH THIS
33 SECTION, EACH INDIVIDUAL WHO IS RESPONSIBLE FOR CONDUCTING AN EVALUATION
34 OF A TEACHER OR BUILDING PRINCIPAL SHALL RECEIVE APPROPRIATE TRAINING IN
35 ACCORDANCE WITH THE REGULATIONS OF THE COMMISSIONER OF EDUCATION.

36 E. FOR ANNUAL PROFESSIONAL PERFORMANCE REVIEWS CONDUCTED IN ACCORDANCE
37 WITH PARAGRAPH B OF THIS SUBDIVISION IN THE TWO THOUSAND ELEVEN--TWO
38 THOUSAND TWELVE SCHOOL YEAR, FORTY PERCENT OF THE COMPOSITE SCORE OF
39 EFFECTIVENESS SHALL BE BASED ON STUDENT ACHIEVEMENT MEASURES AS FOLLOWS:
40 (I) TWENTY PERCENT OF THE EVALUATION SHALL BE BASED UPON STUDENT GROWTH
41 DATA ON STATE ASSESSMENTS AS PRESCRIBED BY THE COMMISSIONER OR A COMPA-
42 RABLE MEASURE OF STUDENT GROWTH IF SUCH GROWTH DATA IS NOT AVAILABLE;
43 AND (II) TWENTY PERCENT SHALL BE BASED ON OTHER LOCALLY SELECTED MEAS-
44 URES OF STUDENT ACHIEVEMENT THAT ARE DETERMINED TO BE RIGOROUS AND
45 COMPARABLE ACROSS CLASSROOMS IN ACCORDANCE WITH THE REGULATIONS OF THE
46 COMMISSIONER AND AS ARE DEVELOPED LOCALLY IN A MANNER CONSISTENT WITH
47 PROCEDURES NEGOTIATED PURSUANT TO THE REQUIREMENTS OF ARTICLE FOURTEEN
48 OF THE CIVIL SERVICE LAW.

49 F. FOR ANNUAL PROFESSIONAL PERFORMANCE REVIEWS CONDUCTED IN ACCORDANCE
50 WITH PARAGRAPH C OF THIS SUBDIVISION IN ANY SCHOOL YEAR PRIOR TO THE
51 FIRST SCHOOL YEAR FOR WHICH THE BOARD OF REGENTS HAS APPROVED USE OF A
52 VALUE-ADDED GROWTH MODEL, BUT NOT EARLIER THAN THE TWO THOUSAND TWELVE-
53 -TWO THOUSAND THIRTEEN SCHOOL YEAR, FORTY PERCENT OF THE COMPOSITE SCORE
54 OF EFFECTIVENESS SHALL BE BASED ON STUDENT ACHIEVEMENT MEASURES AS
55 FOLLOWS: (I) TWENTY PERCENT OF THE EVALUATION SHALL BE BASED UPON
56 STUDENT GROWTH DATA ON STATE ASSESSMENTS AS PRESCRIBED BY THE COMMIS-

SIONER OR A COMPARABLE MEASURE OF STUDENT GROWTH IF SUCH GROWTH DATA IS NOT AVAILABLE; AND (II) TWENTY PERCENT SHALL BE BASED ON OTHER LOCALLY SELECTED MEASURES OF STUDENT ACHIEVEMENT THAT ARE DETERMINED TO BE RIGOROUS AND COMPARABLE ACROSS CLASSROOMS IN ACCORDANCE WITH THE REGULATIONS OF THE COMMISSIONER AND AS ARE DEVELOPED LOCALLY IN A MANNER CONSISTENT WITH PROCEDURES NEGOTIATED PURSUANT TO THE REQUIREMENTS OF ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW.

G. FOR ANNUAL PROFESSIONAL PERFORMANCE REVIEWS CONDUCTED IN ACCORDANCE WITH PARAGRAPH C OF THIS SUBDIVISION IN THE FIRST SCHOOL YEAR FOR WHICH THE BOARD OF REGENTS HAS APPROVED USE OF A VALUE-ADDED GROWTH MODEL AND THEREAFTER, FORTY PERCENT OF THE COMPOSITE SCORE OF EFFECTIVENESS SHALL BE BASED ON STUDENT ACHIEVEMENT MEASURES AS FOLLOWS: (I) TWENTY-FIVE PERCENT OF THE EVALUATION SHALL BE BASED UPON STUDENT GROWTH DATA ON STATE ASSESSMENTS AS PRESCRIBED BY THE COMMISSIONER OR A COMPARABLE MEASURE OF STUDENT GROWTH IF SUCH GROWTH DATA IS NOT AVAILABLE; AND (II) FIFTEEN PERCENT SHALL BE BASED ON OTHER LOCALLY SELECTED MEASURES OF STUDENT ACHIEVEMENT THAT ARE DETERMINED TO BE RIGOROUS AND COMPARABLE ACROSS CLASSROOMS IN ACCORDANCE WITH THE REGULATIONS OF THE COMMISSIONER AND AS ARE LOCALLY DEVELOPED IN A MANNER CONSISTENT WITH PROCEDURES NEGOTIATED PURSUANT TO THE REQUIREMENTS OF ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW. THE DEPARTMENT SHALL DEVELOP THE VALUE-ADDED GROWTH MODEL AND SHALL CONSULT WITH THE ADVISORY COMMITTEE ESTABLISHED PURSUANT TO SUBDIVISION SEVEN OF THIS SECTION PRIOR TO RECOMMENDING THAT THE BOARD OF REGENTS APPROVE ITS USE IN EVALUATIONS.

H. THE REMAINING PERCENT OF THE EVALUATIONS, RATINGS AND EFFECTIVENESS SCORES SHALL BE LOCALLY DEVELOPED, CONSISTENT WITH THE STANDARDS PRESCRIBED IN THE REGULATIONS OF THE COMMISSIONER, THROUGH NEGOTIATIONS CONDUCTED PURSUANT TO ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW.

I. FOR PURPOSES OF THIS SECTION, STUDENT GROWTH MEANS THE CHANGE IN STUDENT ACHIEVEMENT FOR AN INDIVIDUAL STUDENT BETWEEN TWO OR MORE POINTS IN TIME.

3. NOTHING IN THIS SECTION SHALL BE CONSTRUED TO EXCUSE SCHOOL DISTRICTS OR BOARDS OF COOPERATIVE EDUCATIONAL SERVICES FROM COMPLYING WITH THE STANDARDS SET FORTH IN THE REGULATIONS OF THE COMMISSIONER FOR CONDUCTING ANNUAL PROFESSIONAL PERFORMANCE REVIEWS OF CLASSROOM TEACHERS OR PRINCIPALS, INCLUDING BUT NOT LIMITED TO REQUIRED QUALITY RATING CATEGORIES, IN CONDUCTING EVALUATIONS PRIOR TO JULY FIRST, TWO THOUSAND ELEVEN, OR, FOR CLASSROOM TEACHERS OR PRINCIPALS SUBJECT TO PARAGRAPH C OF SUBDIVISION TWO OF THIS SECTION, PRIOR TO JULY FIRST, TWO THOUSAND TWELVE.

4. NOTWITHSTANDING ANY OTHER LAW, RULE OR REGULATION TO THE CONTRARY, UPON RATING A TEACHER OR A PRINCIPAL AS DEVELOPING OR INEFFECTIVE THROUGH AN ANNUAL PROFESSIONAL PERFORMANCE REVIEW CONDUCTED PURSUANT TO SUBDIVISION TWO OF THIS SECTION, THE SCHOOL DISTRICT OR BOARD OF COOPERATIVE EDUCATIONAL SERVICES SHALL FORMULATE AND COMMENCE IMPLEMENTATION OF A TEACHER OR PRINCIPAL IMPROVEMENT PLAN FOR SUCH TEACHER OR PRINCIPAL AS SOON AS PRACTICABLE BUT IN NO CASE LATER THAN TEN DAYS AFTER THE DATE ON WHICH TEACHERS ARE REQUIRED TO REPORT PRIOR TO THE OPENING OF CLASSES FOR THE SCHOOL YEAR. SUCH IMPROVEMENT PLAN SHALL BE CONSISTENT WITH THE REGULATIONS OF THE COMMISSIONER AND DEVELOPED LOCALLY THROUGH NEGOTIATIONS CONDUCTED PURSUANT TO ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW. SUCH IMPROVEMENT PLAN SHALL INCLUDE, BUT NEED NOT BE LIMITED TO, IDENTIFICATION OF NEEDED AREAS OF IMPROVEMENT, A TIMELINE FOR ACHIEVING IMPROVEMENT, THE MANNER IN WHICH IMPROVEMENT WILL BE ASSESSED, AND, WHERE APPROPRIATE, DIFFERENTIATED ACTIVITIES TO SUPPORT A TEACHER'S OR PRINCIPAL'S IMPROVEMENT IN THOSE AREAS.

1 5. AN APPEALS PROCEDURE SHALL BE LOCALLY ESTABLISHED IN EACH SCHOOL
2 DISTRICT AND IN EACH BOARD OF COOPERATIVE EDUCATIONAL SERVICES BY WHICH
3 THE EVALUATED TEACHER OR PRINCIPAL MAY ONLY CHALLENGE THE SUBSTANCE OF
4 THE ANNUAL PROFESSIONAL PERFORMANCE REVIEW, THE SCHOOL DISTRICT'S OR
5 BOARD OF COOPERATIVE EDUCATIONAL SERVICES' ADHERENCE TO THE STANDARDS
6 AND METHODOLOGIES REQUIRED FOR SUCH REVIEWS, PURSUANT TO THIS SECTION,
7 THE ADHERENCE TO THE REGULATIONS OF THE COMMISSIONER AND COMPLIANCE WITH
8 ANY APPLICABLE LOCALLY NEGOTIATED PROCEDURES, AS WELL AS THE SCHOOL
9 DISTRICT'S OR BOARD OF COOPERATIVE EDUCATIONAL SERVICES' ISSUANCE AND/OR
10 IMPLEMENTATION OF THE TERMS OF THE TEACHER OR PRINCIPAL IMPROVEMENT
11 PLAN, AS REQUIRED UNDER THIS SECTION. THE SPECIFICS OF THE APPEAL PROCE-
12 DURE SHALL BE LOCALLY ESTABLISHED THROUGH NEGOTIATIONS CONDUCTED PURSU-
13 ANT TO ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW. AN EVALUATION WHICH IS
14 THE SUBJECT OF AN APPEAL SHALL NOT BE SOUGHT TO BE OFFERED IN EVIDENCE
15 OR PLACED IN EVIDENCE IN ANY PROCEEDING CONDUCTED PURSUANT TO EITHER
16 SECTION THREE THOUSAND TWENTY-A OF THIS ARTICLE OR ANY LOCALLY NEGOTI-
17 ATED ALTERNATE DISCIPLINARY PROCEDURE, UNTIL THE APPEAL PROCESS IS
18 CONCLUDED.

19 6. FOR PURPOSES OF DISCIPLINARY PROCEEDINGS PURSUANT TO SECTIONS THREE
20 THOUSAND TWENTY AND THREE THOUSAND TWENTY-A OF THIS ARTICLE, A PATTERN
21 OF INEFFECTIVE TEACHING OR PERFORMANCE SHALL BE DEFINED TO MEAN TWO
22 CONSECUTIVE ANNUAL INEFFECTIVE RATINGS RECEIVED BY A CLASSROOM TEACHER
23 OR BUILDING PRINCIPAL PURSUANT TO ANNUAL PROFESSIONAL PERFORMANCE
24 REVIEWS CONDUCTED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

25 7. THE REGULATIONS ADOPTED PURSUANT TO THIS SECTION SHALL BE DEVELOPED
26 IN CONSULTATION WITH AN ADVISORY COMMITTEE CONSISTING OF REPRESENTATIVES
27 OF TEACHERS, PRINCIPALS, SUPERINTENDENTS OF SCHOOLS, SCHOOL BOARDS,
28 SCHOOL DISTRICT AND BOARD OF COOPERATIVE EDUCATIONAL SERVICES OFFICIALS
29 AND OTHER INTERESTED PARTIES. THE REGULATIONS SHALL ALSO TAKE INTO
30 ACCOUNT ANY (I) PROFESSIONAL TEACHING STANDARDS; (II) STANDARDS FOR
31 PROFESSIONAL CONTEXTS; AND (III) STANDARDS FOR A CONTINUUM OF SYSTEM
32 SUPPORT FOR TEACHERS AND PRINCIPALS DEVELOPED IN CONSULTATION WITH THE
33 ADVISORY COMMITTEE. REGULATIONS PROMULGATED PURSUANT TO THIS SECTION
34 SHALL BE EFFECTIVE NO LATER THAN JULY FIRST, TWO THOUSAND ELEVEN, FOR
35 IMPLEMENTATION IN THE TWO THOUSAND ELEVEN--TWO THOUSAND TWELVE SCHOOL
36 YEAR.

37 8. NOTWITHSTANDING ANY OTHER PROVISION OF LAW, RULE OR REGULATION TO
38 THE CONTRARY, ALL COLLECTIVE BARGAINING AGREEMENTS APPLICABLE TO CLASS-
39 ROOM TEACHERS OR BUILDING PRINCIPALS ENTERED INTO AFTER JULY FIRST, TWO
40 THOUSAND TEN SHALL BE CONSISTENT WITH REQUIREMENTS OF THIS SECTION.
41 NOTHING IN THIS SECTION SHALL BE CONSTRUED TO ABROGATE ANY CONFLICTING
42 PROVISIONS OF ANY COLLECTIVE BARGAINING AGREEMENT IN EFFECT ON JULY
43 FIRST, TWO THOUSAND TEN DURING THE TERM OF SUCH AGREEMENT AND UNTIL THE
44 ENTRY INTO A SUCCESSOR COLLECTIVE BARGAINING AGREEMENT, PROVIDED THAT
45 NOTWITHSTANDING ANY OTHER PROVISION OF LAW TO THE CONTRARY, UPON EXPIRA-
46 TION OF SUCH TERM AND THE ENTRY INTO A SUCCESSOR COLLECTIVE BARGAINING
47 AGREEMENT THE PROVISIONS OF THIS SECTION SHALL APPLY. FURTHERMORE, NOTH-
48 ING IN THIS SECTION OR IN ANY RULE OR REGULATION PROMULGATED HEREUNDER
49 SHALL IN ANY WAY, ALTER, IMPAIR OR DIMINISH THE RIGHTS OF A LOCAL
50 COLLECTIVE BARGAINING REPRESENTATIVE TO NEGOTIATE EVALUATION PROCEDURES
51 IN ACCORDANCE WITH ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW WITH THE
52 SCHOOL DISTRICT OR BOARD OF COOPERATIVE EDUCATIONAL SERVICES.

53 S 2. Subdivisions 1 and 3 and paragraph a of subdivision 4 of section
54 3020 of the education law, subdivision 1 as added by chapter 691 of the
55 laws of 1994, subdivision 3 as added by chapter 3 of the laws of 2000

1 and paragraph a of subdivision 4 as added by section 1 of part J of
2 chapter 93 of the laws of 2002, are amended to read as follows:

3 1. No person enjoying the benefits of tenure shall be disciplined or
4 removed during a term of employment except for just cause and in accord-
5 ance with the procedures specified in section three thousand twenty-a of
6 this article or in accordance with alternate disciplinary procedures
7 contained in a collective bargaining agreement covering his or her terms
8 and conditions of employment that was effective on or before September
9 first, nineteen hundred ninety-four and has been unaltered by renegoti-
10 ation, or in accordance with alternative disciplinary procedures
11 contained in a collective bargaining agreement covering his or her terms
12 and conditions of employment that becomes effective on or after Septem-
13 ber first, nineteen hundred ninety-four; provided, however, that any
14 such alternate disciplinary procedures contained in a collective
15 bargaining agreement that becomes effective on or after September first,
16 nineteen hundred ninety-four, must provide for the written election by
17 the employee of either the procedures specified in such section three
18 thousand twenty-a or the alternative disciplinary procedures contained
19 in the collective bargaining agreement and must result in a disposition
20 of the disciplinary charge within the amount of time allowed therefor
21 under such section three thousand twenty-a; AND PROVIDED FURTHER THAT
22 ANY ALTERNATE DISCIPLINARY PROCEDURES CONTAINED IN A COLLECTIVE BARGAIN-
23 ING AGREEMENT THAT BECOMES EFFECTIVE ON OR AFTER JULY FIRST, TWO THOU-
24 SAND TEN SHALL PROVIDE FOR AN EXPEDITED HEARING PROCESS BEFORE A SINGLE
25 HEARING OFFICER IN ACCORDANCE WITH SUBPARAGRAPH (I-A) OF PARAGRAPH C OF
26 SUBDIVISION THREE OF SECTION THREE THOUSAND TWENTY-A OF THIS ARTICLE IN
27 CASES IN WHICH CHARGES OF INCOMPETENCE ARE BROUGHT BASED SOLELY UPON AN
28 ALLEGATION OF A PATTERN OF INEFFECTIVE TEACHING OR PERFORMANCE AS
29 DEFINED IN SECTION THREE THOUSAND TWELVE-C OF THIS ARTICLE AND SHALL
30 PROVIDE THAT SUCH A PATTERN OF INEFFECTIVE TEACHING OR PERFORMANCE SHALL
31 CONSTITUTE VERY SIGNIFICANT EVIDENCE OF INCOMPETENCE WHICH MAY FORM THE
32 BASIS FOR JUST CAUSE REMOVAL.

33 3. Notwithstanding any inconsistent provision of law, the procedures
34 set forth in section three thousand twenty-a of this article and subdivi-
35 sion seven of section twenty-five hundred ninety-j of this chapter may
36 be modified or replaced by agreements negotiated between the city school
37 district of the city of New York and any employee organization repres-
38 enting employees or titles that are or were covered by any memorandum of
39 agreement executed by such city school district and the council of
40 supervisors and administrators of the city of New York on or after
41 December first, nineteen hundred ninety-nine. Where such procedures are
42 so modified or replaced: (i) compliance with such modification or
43 replacement procedures shall satisfy any provision in this chapter that
44 requires compliance with section three thousand twenty-a, (ii) any
45 employee against whom charges have been preferred prior to the effective
46 date of such modification or replacement shall continue to be subject to
47 the provisions of such section as in effect on the date such charges
48 were preferred, (iii) the provisions of subdivisions one and two of this
49 section shall not apply to agreements negotiated pursuant to this subdivi-
50 sion, and (iv) in accordance with paragraph (e) of subdivision one of
51 section two hundred nine-a of the civil service law, such modification
52 or replacement procedures contained in an agreement negotiated pursuant
53 to this subdivision shall continue as terms of such agreement after its
54 expiration until a new agreement is negotiated; PROVIDED THAT ANY ALTER-
55 NATE DISCIPLINARY PROCEDURES CONTAINED IN A COLLECTIVE BARGAINING AGREE-
56 MENT THAT BECOMES EFFECTIVE ON OR AFTER JULY FIRST, TWO THOUSAND TEN

1 SHALL PROVIDE FOR AN EXPEDITED HEARING PROCESS BEFORE A SINGLE HEARING
2 OFFICER IN ACCORDANCE WITH SUBPARAGRAPH (I-A) OF PARAGRAPH C OF SUBDIVI-
3 SION THREE OF SECTION THREE THOUSAND TWENTY-A OF THIS ARTICLE IN CASES
4 IN WHICH CHARGES OF INCOMPETENCE ARE BROUGHT AGAINST A BUILDING PRINCI-
5 PAL BASED SOLELY UPON AN ALLEGATION OF A PATTERN OF INEFFECTIVE TEACHING
6 OR PERFORMANCE AS DEFINED IN SECTION THREE THOUSAND TWELVE-C OF THIS
7 ARTICLE AND SHALL PROVIDE THAT SUCH A PATTERN OF INEFFECTIVE TEACHING OR
8 PERFORMANCE SHALL CONSTITUTE VERY SIGNIFICANT EVIDENCE OF INCOMPETENCE
9 WHICH MAY FORM THE BASIS FOR JUST CAUSE REMOVAL OF THE BUILDING PRINCI-
10 PAL. Notwithstanding any inconsistent provision of law, the commission-
11 er [of education] shall review any appeals authorized by such modifica-
12 tion or replacement procedures within fifteen days from receipt by such
13 commissioner of the record of prior proceedings in the matter subject to
14 appeal. Such review shall have preference over all other appeals or
15 proceedings pending before such commissioner.

16 a. Notwithstanding any inconsistent provision of law, the procedures
17 set forth in section three thousand twenty-a of this article and subdivi-
18 sion seven of section twenty-five hundred ninety-j of this chapter may
19 be modified by agreements negotiated between the city school district of
20 the city of New York and any employee organization representing employ-
21 ees or titles that are or were covered by any memorandum of agreement
22 executed by such city school district and the united federation of
23 teachers on or after June tenth, two thousand two. Where such proce-
24 dures are so modified: (i) compliance with such modified procedures
25 shall satisfy any provision of this chapter that requires compliance
26 with section three thousand twenty-a of this article; (ii) any employee
27 against whom charges have been preferred prior to the effective date of
28 such modification shall continue to be subject to the provisions of such
29 section as in effect on the date such charges were preferred; (iii) the
30 provisions of subdivisions one and two of this section shall not apply
31 to agreements negotiated pursuant to this subdivision, except that no
32 person enjoying the benefits of tenure shall be disciplined or removed
33 during a term of employment except for just cause; and (iv) in accord-
34 ance with paragraph (e) of subdivision one of section two hundred nine-a
35 of the civil service law, such modified procedures contained in an
36 agreement negotiated pursuant to this subdivision shall continue as
37 terms of such agreement after its expiration until a new agreement is
38 negotiated; AND PROVIDED FURTHER THAT ANY ALTERNATE DISCIPLINARY PROCE-
39 DURES CONTAINED IN A COLLECTIVE BARGAINING AGREEMENT THAT BECOMES EFFEC-
40 TIVE ON OR AFTER JULY FIRST, TWO THOUSAND TEN SHALL PROVIDE FOR AN EXPE-
41 DITED HEARING PROCESS BEFORE A SINGLE HEARING OFFICER IN ACCORDANCE WITH
42 SUBPARAGRAPH (I-A) OF PARAGRAPH C OF SUBDIVISION THREE OF SECTION THREE
43 THOUSAND TWENTY-A OF THIS ARTICLE IN CASES IN WHICH CHARGES OF INCOMPE-
44 TENCE ARE BROUGHT BASED SOLELY UPON AN ALLEGATION OF A PATTERN OF INEF-
45 FECTIVE TEACHING OR PERFORMANCE AS DEFINED IN SECTION THREE THOUSAND
46 TWELVE-C OF THIS ARTICLE AND SHALL PROVIDE THAT SUCH A PATTERN OF INEF-
47 FECTIVE TEACHING OR PERFORMANCE SHALL CONSTITUTE VERY SIGNIFICANT
48 EVIDENCE OF INCOMPETENCE WHICH MAY FORM THE BASIS FOR JUST CAUSE
49 REMOVAL.

50 S 3. Paragraph (c) of subdivision 2 of section 3020-a of the education
51 law, as amended by chapter 691 of the laws of 1994, is amended to read
52 as follows:

53 (c) Within ten days of receipt of the statement of charges, the
54 employee shall notify the clerk or secretary of the employing board in
55 writing whether he or she desires a hearing on the charges and when the
56 charges concern pedagogical incompetence or issues involving pedagogical

1 judgment, his or her choice of either a single hearing officer or a
2 three member panel, PROVIDED THAT A THREE MEMBER PANEL SHALL NOT BE
3 AVAILABLE WHERE THE CHARGES CONCERN PEDAGOGICAL INCOMPETENCE BASED SOLE-
4 LY UPON A TEACHER'S OR PRINCIPAL'S PATTERN OF INEFFECTIVE TEACHING OR
5 PERFORMANCE AS DEFINED IN SECTION THREE THOUSAND TWELVE-C OF THIS ARTI-
6 CLE. All other charges shall be heard by a single hearing officer.

7 S 4. Paragraph a of subdivision 3 of section 3020-a of the education
8 law, as amended by chapter 691 of the laws of 1994, is amended to read
9 as follows:

10 a. Notice of hearing. Upon receipt of a request for a hearing in
11 accordance with subdivision two of this section, the commissioner [of
12 education] shall forthwith notify the American Arbitration Association
13 (hereinafter "association") of the need for a hearing and shall request
14 the association to provide to the commissioner forthwith a list of names
15 of persons chosen by the association from the association's panel of
16 labor arbitrators to potentially serve as hearing officers together with
17 relevant biographical information on each arbitrator. Upon receipt of
18 said list and biographical information, the commissioner [of education]
19 shall forthwith send a copy of both simultaneously to the employing
20 board and the employee. THE COMMISSIONER SHALL ALSO SIMULTANEOUSLY
21 NOTIFY BOTH THE EMPLOYING BOARD AND THE EMPLOYEE OF EACH POTENTIAL HEAR-
22 ING OFFICER'S RECORD IN THE LAST FIVE CASES OF COMMENCING AND COMPLETING
23 HEARINGS WITHIN THE TIME PERIODS PRESCRIBED IN THIS SECTION.

24 S 5. Paragraph c of subdivision 3 of section 3020-a of the education
25 law is amended by adding a new subparagraph (i-a) to read as follows:

26 (I-A)(A) WHERE CHARGES OF INCOMPETENCE ARE BROUGHT BASED SOLELY UPON A
27 PATTERN OF INEFFECTIVE TEACHING OR PERFORMANCE OF A CLASSROOM TEACHER OR
28 PRINCIPAL, AS DEFINED IN SECTION THREE THOUSAND TWELVE-C OF THIS ARTI-
29 CLE, THE HEARING SHALL BE CONDUCTED BEFORE AND BY A SINGLE HEARING OFFI-
30 CER IN AN EXPEDITED HEARING, WHICH SHALL COMMENCE WITHIN SEVEN DAYS
31 AFTER THE PRE-HEARING CONFERENCE AND SHALL BE COMPLETED WITHIN SIXTY
32 DAYS AFTER THE PRE-HEARING CONFERENCE. THE HEARING OFFICER SHALL ESTAB-
33 LISH A HEARING SCHEDULE AT THE PRE-HEARING CONFERENCE TO ENSURE THAT THE
34 EXPEDITED HEARING IS COMPLETED WITHIN THE REQUIRED TIMEFRAMES AND TO
35 ENSURE AN EQUITABLE DISTRIBUTION OF DAYS BETWEEN THE EMPLOYING BOARD AND
36 THE CHARGED EMPLOYEE. NOTWITHSTANDING ANY OTHER LAW, RULE OR REGULATION
37 TO THE CONTRARY, NO ADJOURNMENTS MAY BE GRANTED THAT WOULD EXTEND THE
38 HEARING BEYOND SUCH SIXTY DAYS, EXCEPT AS AUTHORIZED IN THIS SUBPARA-
39 GRAPH. A HEARING OFFICER, UPON REQUEST, MAY GRANT A LIMITED AND TIME
40 SPECIFIC ADJOURNMENT THAT WOULD EXTEND THE HEARING BEYOND SUCH SIXTY
41 DAYS IF THE HEARING OFFICER DETERMINES THAT THE DELAY IS ATTRIBUTABLE TO
42 A CIRCUMSTANCE OR OCCURRENCE SUBSTANTIALLY BEYOND THE CONTROL OF THE
43 REQUESTING PARTY AND AN INJUSTICE WOULD RESULT IF THE ADJOURNMENT WERE
44 NOT GRANTED.

45 (B) SUCH CHARGES SHALL ALLEGE THAT THE EMPLOYING BOARD HAS DEVELOPED
46 AND SUBSTANTIALLY IMPLEMENTED A TEACHER OR PRINCIPAL IMPROVEMENT PLAN IN
47 ACCORDANCE WITH SUBDIVISION FOUR OF SECTION THREE THOUSAND TWELVE-C OF
48 THIS ARTICLE FOR THE EMPLOYEE FOLLOWING THE FIRST EVALUATION IN WHICH
49 THE EMPLOYEE WAS RATED INEFFECTIVE, AND THE IMMEDIATELY PRECEDING EVALU-
50 ATION IF THE EMPLOYEE WAS RATED DEVELOPING. NOTWITHSTANDING ANY OTHER
51 PROVISION OF LAW TO THE CONTRARY, A PATTERN OF INEFFECTIVE TEACHING OR
52 PERFORMANCE AS DEFINED IN SECTION THREE THOUSAND TWELVE-C OF THIS ARTI-
53 CLE SHALL CONSTITUTE VERY SIGNIFICANT EVIDENCE OF INCOMPETENCE FOR
54 PURPOSES OF THIS SECTION. NOTHING IN THIS SUBPARAGRAPH SHALL BE
55 CONSTRUED TO LIMIT THE DEFENSES WHICH THE EMPLOYEE MAY PLACE BEFORE THE

1 HEARING OFFICER IN CHALLENGING THE ALLEGATION OF A PATTERN OF INEFFECTIVE TEACHING OR PERFORMANCE.

2 (C) THE COMMISSIONER SHALL ANNUALLY INFORM ALL HEARING OFFICERS WHO
3 HAVE HEARD CASES PURSUANT TO THIS SECTION DURING THE PRECEDING YEAR THAT
4 THE TIME PERIODS PRESCRIBED IN THIS SUBPARAGRAPH FOR CONDUCTING EXPEDITED HEARINGS ARE TO BE STRICTLY FOLLOWED. A RECORD OF CONTINUED FAILURE TO COMMENCE AND COMPLETE EXPEDITED HEARINGS WITHIN THE TIME PERIODS
5 PRESCRIBED IN THIS SUBPARAGRAPH SHALL BE CONSIDERED GROUNDS FOR THE
6 COMMISSIONER TO EXCLUDE SUCH INDIVIDUAL FROM THE LIST OF POTENTIAL HEARING OFFICERS SENT TO THE EMPLOYING BOARD AND THE EMPLOYEE FOR SUCH EXPEDITED HEARINGS.

7 S 6. The education law is amended by adding a new section 211-e to read as follows:

8 S 211-E. EDUCATIONAL PARTNERSHIP ORGANIZATIONS. 1. THE BOARD OF EDUCATION OF A SCHOOL DISTRICT, AND THE CHANCELLOR OF THE CITY SCHOOL DISTRICT OF THE CITY OF NEW YORK, SUBJECT TO THE APPROVAL OF THE COMMISSIONER, SHALL BE AUTHORIZED TO CONTRACT, FOR A TERM OF UP TO FIVE YEARS, WITH AN EDUCATIONAL PARTNERSHIP ORGANIZATION PURSUANT TO THIS SECTION TO INTERVENE IN A SCHOOL DESIGNATED BY THE COMMISSIONER AS A PERSISTENTLY LOWEST-ACHIEVING SCHOOL, CONSISTENT WITH FEDERAL REQUIREMENTS, OR A SCHOOL UNDER REGISTRATION REVIEW.

2. NOTWITHSTANDING ANY OTHER PROVISION OF LAW, RULE OR REGULATION TO THE CONTRARY, AND EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, SUCH CONTRACT SHALL CONTAIN PROVISIONS AUTHORIZING THE EDUCATIONAL PARTNERSHIP ORGANIZATION TO ASSUME THE POWERS AND DUTIES OF THE SUPERINTENDENT OF SCHOOLS FOR PURPOSES OF IMPLEMENTING THE EDUCATIONAL PROGRAM OF THE SCHOOL, INCLUDING BUT NOT LIMITED TO, MAKING RECOMMENDATIONS TO THE BOARD OF EDUCATION ON BUDGETARY DECISIONS, STAFFING POPULATION DECISIONS, STUDENT DISCIPLINE DECISIONS, DECISIONS ON CURRICULUM AND DETERMINING THE DAILY SCHEDULE AND SCHOOL CALENDAR, ALL OF WHICH RECOMMENDATIONS SHALL BE CONSISTENT WITH APPLICABLE COLLECTIVE BARGAINING AGREEMENTS. SUCH CONTRACT SHALL INCLUDE DISTRICT PERFORMANCE EXPECTATIONS AND/OR BENCHMARKS FOR SCHOOL OPERATIONS AND ACADEMIC OUTCOMES, AND FAILURE TO MEET SUCH EXPECTATIONS OR BENCHMARKS MAY BE GROUNDS FOR TERMINATION OF THE CONTRACT PRIOR TO THE EXPIRATION OF ITS TERM. SUCH CONTRACT SHALL ALSO ADDRESS THE MANNER IN WHICH STUDENTS WILL BE ASSIGNED TO THE SCHOOL, THE PROCESS FOR EMPLOYEES TO TRANSFER INTO THE SCHOOL, THE SERVICES THAT THE DISTRICT WILL PROVIDE TO THE SCHOOL, AND THE MANNER IN WHICH THE SCHOOL SHALL APPLY FOR AND RECEIVE ALLOCATIONAL AND COMPETITIVE GRANTS.

3. THE BOARD OF EDUCATION SHALL RETAIN THE ULTIMATE DECISION-MAKING AUTHORITY OVER THE HIRING, EVALUATING, TERMINATION, DISCIPLINING, GRANTING OF TENURE, ASSIGNMENT OF EMPLOYEES SERVING IN THE SCHOOL AS WELL AS WITH RESPECT TO STAFF DEVELOPMENT FOR THOSE EMPLOYEES, TOGETHER WITH AUTHORITY CONCERNING ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT, ALL OF WHICH DECISIONS SHALL BE MADE IN A MANNER CONSISTENT WITH APPLICABLE COLLECTIVE BARGAINING AGREEMENTS. HOWEVER, NOTWITHSTANDING ANY LAW, RULE OR REGULATION TO THE CONTRARY, UPON THE EFFECTIVE DATE OF THE CONTRACT, THE EDUCATIONAL PARTNERSHIP ORGANIZATION SHALL BE AUTHORIZED TO EXERCISE ALL POWERS OF A SUPERINTENDENT OF SCHOOLS WITH RESPECT TO SUCH EMPLOYMENT DECISIONS, INCLUDING BUT NOT LIMITED TO MAKING RECOMMENDATIONS, AS APPLICABLE, TO THE BOARD OF EDUCATION IN CONNECTION WITH AND PRIOR TO THE BOARD OF EDUCATION MAKING DECISIONS REGARDING STAFF ASSIGNMENTS, THE HIRING, THE GRANTING OF TENURE, THE EVALUATING, THE DISCIPLINING AND TERMINATION OF EMPLOYEES, AS WELL AS CONCERNING STAFF DEVELOPMENT. THE EMPLOYEES ASSIGNED TO THE SCHOOL SHALL SOLELY BE IN THE EMPLOY OF THE

1 SCHOOL DISTRICT AND SHALL RETAIN THEIR TENURE RIGHTS AND ALL OTHER
2 EMPLOYMENT RIGHTS CONFERRED BY LAW, AND SERVICE IN THE SCHOOL SHALL
3 CONSTITUTE SERVICE TO THE SCHOOL DISTRICT FOR ALL PURPOSES, INCLUDING
4 BUT NOT LIMITED TO, THE REQUIREMENTS FOR CRIMINAL HISTORY RECORD CHECKS
5 AND PARTICIPATION IN PUBLIC RETIREMENT SYSTEMS. NOTWITHSTANDING ANY
6 OTHER PROVISION OF LAW TO THE CONTRARY, FOR PURPOSES OF ARTICLE FOURTEEN
7 OF THE CIVIL SERVICE LAW, EMPLOYEES IN THE SCHOOL SHALL BE PUBLIC
8 EMPLOYEES OF THE SCHOOL DISTRICT AS DEFINED IN SUBDIVISION SEVEN OF
9 SECTION TWO HUNDRED ONE OF THE CIVIL SERVICE LAW AND SHALL NOT BE DEEMED
10 EMPLOYEES OF THE EDUCATIONAL PARTNERSHIP ORGANIZATION BY REASON OF THE
11 POWERS GRANTED TO THE EDUCATIONAL PARTNERSHIP ORGANIZATION BY THIS
12 SECTION. ALL SUCH EMPLOYEES SHALL BE MEMBERS OF THE APPLICABLE NEGOTIAT-
13 ING UNIT CONTAINING LIKE TITLES OR POSITIONS FOR THE PUBLIC SCHOOL
14 DISTRICT IN WHICH SUCH SCHOOL IS LOCATED, AND SHALL BE COVERED BY THE
15 COLLECTIVE BARGAINING AGREEMENT COVERING THAT PUBLIC SCHOOL DISTRICT'S
16 NEGOTIATING UNIT, EXCEPT THAT THE DULY RECOGNIZED OR CERTIFIED COLLEC-
17 TIVE BARGAINING REPRESENTATIVE FOR THAT NEGOTIATING UNIT MAY MODIFY OR
18 SUPPLEMENT, IN WRITING, THE COLLECTIVE BARGAINING AGREEMENT IN CONSULTA-
19 TION WITH THE EMPLOYEES OF THE NEGOTIATING UNIT WORKING IN THE SCHOOL.
20 ALL SUCH MODIFICATIONS OF, OR SUPPLEMENTS TO THE COLLECTIVE BARGAINING
21 AGREEMENT ARE SUBJECT TO RATIFICATION BY THE EMPLOYEES EMPLOYED WITHIN
22 THE SCHOOL AND BY THE BOARD OF EDUCATION OF THE PUBLIC SCHOOL DISTRICT,
23 CONSISTENT WITH ARTICLE FOURTEEN OF THE CIVIL SERVICE LAW. UPON THE
24 EFFECTIVE DATE OF THE SCHOOL DISTRICT'S CONTRACT WITH THE EDUCATIONAL
25 PARTNERSHIP ORGANIZATION, THE EDUCATIONAL PARTNERSHIP ORGANIZATION SHALL
26 BE EMPOWERED TO MAKE RECOMMENDATIONS TO THE BOARD OF EDUCATION WITH
27 RESPECT TO THE SCOPE OF, AND PROCESS FOR MAKING MODIFICATIONS AND ADDI-
28 TIONS TO THE COLLECTIVE BARGAINING AGREEMENT.

29 4. WHERE A RECOMMENDATION IS MADE BY THE EDUCATIONAL PARTNERSHIP
30 ORGANIZATION TO THE BOARD OF EDUCATION PURSUANT TO SUBDIVISION TWO OR
31 THREE OF THIS SECTION, AND SUCH RECOMMENDATION IS DENIED, THE BOARD OF
32 EDUCATION SHALL STATE ITS REASONS FOR THE DENIAL, WHICH SHALL INCLUDE AN
33 EXPLANATION OF HOW SUCH DENIAL WILL PROMOTE IMPROVEMENT OF STUDENT
34 ACHIEVEMENT IN THE SCHOOL AND HOW SUCH ACTION IS CONSISTENT WITH ALL
35 ACCOUNTABILITY PLANS APPROVED BY THE COMMISSIONER FOR THE SCHOOL AND THE
36 SCHOOL DISTRICT. NOTHING IN THIS SUBDIVISION SHALL BE CONSTRUED TO
37 PREVENT A BOARD OF EDUCATION FROM DENYING A RECOMMENDATION OF THE EDUCA-
38 TIONAL PARTNERSHIP ORGANIZATION BASED UPON THE BOARD OF EDUCATION'S
39 DETERMINATION THAT CARRYING OUT SUCH RECOMMENDATION WOULD RESULT IN A
40 VIOLATION OF LAW OR VIOLATION OF THE TERMS OF AN APPLICABLE COLLECTIVE
41 BARGAINING AGREEMENT. IF THE BOARD OF EDUCATION REJECTS A RECOMMENDATION
42 OF THE EDUCATIONAL PARTNERSHIP ORGANIZATION TO TERMINATE A PROBATIONARY
43 EMPLOYEE ASSIGNED TO THE SCHOOL OR TO DENY TENURE TO AN EMPLOYEE
44 ASSIGNED TO THE SCHOOL, IT SHALL BE THE DUTY OF THE BOARD OF EDUCATION
45 TO TRANSFER SUCH EMPLOYEE TO ANOTHER POSITION IN THE SCHOOL DISTRICT
46 WITHIN SUCH EMPLOYEE'S TENURE AREA FOR WHICH THE EMPLOYEE IS QUALIFIED,
47 OR TO CREATE SUCH A POSITION.

48 5. FOR PURPOSES OF THIS SECTION THE FOLLOWING TERMS SHALL HAVE THE
49 FOLLOWING MEANINGS:

50 (I) "EDUCATIONAL PARTNERSHIP ORGANIZATION" MEANS A BOARD OF COOPER-
51 ATIVE EDUCATIONAL SERVICES, A PUBLIC OR INDEPENDENT, NON-PROFIT INSTITU-
52 TION OF HIGHER EDUCATION, A CULTURAL INSTITUTION, OR A PRIVATE, NON-PRO-
53 FIT ORGANIZATION WITH A PROVEN RECORD OF SUCCESS IN INTERVENING IN
54 LOW-PERFORMING SCHOOLS, AS DETERMINED BY THE COMMISSIONER, PROVIDED THAT
55 SUCH TERM SHALL NOT INCLUDE A CHARTER SCHOOL;

(II) "BOARD OF EDUCATION" MEANS THE TRUSTEES OR BOARD OF EDUCATION OF A SCHOOL DISTRICT, OR, IN THE CASE OF A CITY SCHOOL DISTRICT OF A CITY HAVING A POPULATION OF ONE MILLION OR MORE, THE CHANCELLOR OF SUCH CITY DISTRICT;

(III) "SCHOOL DISTRICT" MEANS A COMMON, UNION FREE, CENTRAL, CENTRAL HIGH SCHOOL OR CITY SCHOOL DISTRICT, OTHER THAN A SPECIAL ACT SCHOOL DISTRICT AS DEFINED IN SECTION FOUR THOUSAND ONE OF THIS CHAPTER.

(IV) "SUPERINTENDENT OF SCHOOLS" MEANS THE SUPERINTENDENT OF SCHOOLS OF A SCHOOL DISTRICT, AND, IN THE CASE OF A CITY SCHOOL DISTRICT OF A CITY HAVING A POPULATION OF ONE MILLION OR MORE, A COMMUNITY SUPERINTENDENT AND THE CHANCELLOR OF SUCH CITY DISTRICT WHEN ACTING IN THE ROLE OF A SUPERINTENDENT OF SCHOOLS.

S 7. This act shall take effect immediately; provided however that the provisions of sections one, two, three, four and five of this act shall take effect July 1, 2010, provided, further, if this act shall become a law after such date it shall take effect immediately and shall be deemed to have been in full force and effect on and after July 1, 2010.