



100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB3022

by Rep. Emanuel Chris Welch

SYNOPSIS AS INTRODUCED:

See Index

Amends the School Code and the Illinois Educational Labor Relations Act. Provides that, on and after September 1, 2018, all teacher evaluation ratings on record as "excellent", "proficient", or "needs improvement" are considered "effective", and all teacher evaluation ratings on record as "unsatisfactory" are considered "ineffective" for the purposes of the Employment of Teachers Article. Makes other changes concerning the waiver or modification of mandates; school report cards; license suspension or revocation; contractual continued service; removal or dismissal of teachers; an optional alternative evaluative dismissal process; evaluation plans; a local appeal process for ineffective ratings; rules; the appointment and promotion of teachers in Chicago; alternative procedures for teacher evaluation, remediation, and removal in Chicago; and the Open Meetings Act.

LRB100 10738 NHT 20968 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 2-3.25g, 10-17a, 21B-75, 24-11, 24-12, 24-16.5, 24A-4, 24A-5,
6 24A-7, 34-84, and 34-85c and by adding Sections 24-9.5 and
7 24A-5.5 as follows:

8 (105 ILCS 5/2-3.25g) (from Ch. 122, par. 2-3.25g)

9 Sec. 2-3.25g. Waiver or modification of mandates within the
10 School Code and administrative rules and regulations.

11 (a) In this Section:

12 "Board" means a school board or the governing board or
13 administrative district, as the case may be, for a joint
14 agreement.

15 "Eligible applicant" means a school district, joint
16 agreement made up of school districts, or regional
17 superintendent of schools on behalf of schools and programs
18 operated by the regional office of education.

19 "Implementation date" has the meaning set forth in
20 Section 24A-2.5 of this Code.

21 "State Board" means the State Board of Education.

22 (b) Notwithstanding any other provisions of this School
23 Code or any other law of this State to the contrary, eligible

1 applicants may petition the State Board of Education for the
2 waiver or modification of the mandates of this School Code or
3 of the administrative rules and regulations promulgated by the
4 State Board of Education. Waivers or modifications of
5 administrative rules and regulations and modifications of
6 mandates of this School Code may be requested when an eligible
7 applicant demonstrates that it can address the intent of the
8 rule or mandate in a more effective, efficient, or economical
9 manner or when necessary to stimulate innovation or improve
10 student performance. Waivers of mandates of the School Code may
11 be requested when the waivers are necessary to stimulate
12 innovation or improve student performance. Waivers may not be
13 requested from laws, rules, and regulations pertaining to
14 special education, teacher educator licensure, teacher tenure
15 and seniority, or Section 5-2.1 of this Code or from compliance
16 with the No Child Left Behind Act of 2001 (Public Law 107-110).
17 Eligible applicants may not seek a waiver or seek a
18 modification of a mandate regarding the requirements for (i)
19 student performance data to be a significant factor in teacher
20 or principal evaluations or (ii) teachers and principals to be
21 rated using the 4 categories of "excellent", "proficient",
22 "needs improvement", or "unsatisfactory" or, on and after
23 September 1, 2018, teachers to be rated using the 2 categories
24 of "effective" and "ineffective". On September 1, 2014, any
25 previously authorized waiver or modification from such
26 requirements shall terminate.

1 (c) Eligible applicants, as a matter of inherent managerial
2 policy, and any Independent Authority established under
3 Section 2-3.25f-5 of this Code may submit an application for a
4 waiver or modification authorized under this Section. Each
5 application must include a written request by the eligible
6 applicant or Independent Authority and must demonstrate that
7 the intent of the mandate can be addressed in a more effective,
8 efficient, or economical manner or be based upon a specific
9 plan for improved student performance and school improvement.
10 Any eligible applicant requesting a waiver or modification for
11 the reason that intent of the mandate can be addressed in a
12 more economical manner shall include in the application a
13 fiscal analysis showing current expenditures on the mandate and
14 projected savings resulting from the waiver or modification.
15 Applications and plans developed by eligible applicants must be
16 approved by the board or regional superintendent of schools
17 applying on behalf of schools or programs operated by the
18 regional office of education following a public hearing on the
19 application and plan and the opportunity for the board or
20 regional superintendent to hear testimony from staff directly
21 involved in its implementation, parents, and students. The time
22 period for such testimony shall be separate from the time
23 period established by the eligible applicant for public comment
24 on other matters. If the applicant is a school district or
25 joint agreement requesting a waiver or modification of Section
26 27-6 of this Code, the public hearing shall be held on a day

1 other than the day on which a regular meeting of the board is
2 held.

3 (c-5) If the applicant is a school district, then the
4 district shall post information that sets forth the time, date,
5 place, and general subject matter of the public hearing on its
6 Internet website at least 14 days prior to the hearing. If the
7 district is requesting to increase the fee charged for driver
8 education authorized pursuant to Section 27-24.2 of this Code,
9 the website information shall include the proposed amount of
10 the fee the district will request. All school districts must
11 publish a notice of the public hearing at least 7 days prior to
12 the hearing in a newspaper of general circulation within the
13 school district that sets forth the time, date, place, and
14 general subject matter of the hearing. Districts requesting to
15 increase the fee charged for driver education shall include in
16 the published notice the proposed amount of the fee the
17 district will request. If the applicant is a joint agreement or
18 regional superintendent, then the joint agreement or regional
19 superintendent shall post information that sets forth the time,
20 date, place, and general subject matter of the public hearing
21 on its Internet website at least 14 days prior to the hearing.
22 If the joint agreement or regional superintendent is requesting
23 to increase the fee charged for driver education authorized
24 pursuant to Section 27-24.2 of this Code, the website
25 information shall include the proposed amount of the fee the
26 applicant will request. All joint agreements and regional

1 superintendents must publish a notice of the public hearing at
2 least 7 days prior to the hearing in a newspaper of general
3 circulation in each school district that is a member of the
4 joint agreement or that is served by the educational service
5 region that sets forth the time, date, place, and general
6 subject matter of the hearing, provided that a notice appearing
7 in a newspaper generally circulated in more than one school
8 district shall be deemed to fulfill this requirement with
9 respect to all of the affected districts. Joint agreements or
10 regional superintendents requesting to increase the fee
11 charged for driver education shall include in the published
12 notice the proposed amount of the fee the applicant will
13 request. The eligible applicant must notify in writing the
14 affected exclusive collective bargaining agent and those State
15 legislators representing the eligible applicant's territory of
16 its intent to seek approval of a waiver or modification and of
17 the hearing to be held to take testimony from staff. The
18 affected exclusive collective bargaining agents shall be
19 notified of such public hearing at least 7 days prior to the
20 date of the hearing and shall be allowed to attend such public
21 hearing. The eligible applicant shall attest to compliance with
22 all of the notification and procedural requirements set forth
23 in this Section.

24 (d) A request for a waiver or modification of
25 administrative rules and regulations or for a modification of
26 mandates contained in this School Code shall be submitted to

1 the State Board of Education within 15 days after approval by
2 the board or regional superintendent of schools. The
3 application as submitted to the State Board of Education shall
4 include a description of the public hearing. Except with
5 respect to contracting for adaptive driver education, an
6 eligible applicant wishing to request a modification or waiver
7 of administrative rules of the State Board of Education
8 regarding contracting with a commercial driver training school
9 to provide the course of study authorized under Section 27-24.2
10 of this Code must provide evidence with its application that
11 the commercial driver training school with which it will
12 contract holds a license issued by the Secretary of State under
13 Article IV of Chapter 6 of the Illinois Vehicle Code and that
14 each instructor employed by the commercial driver training
15 school to provide instruction to students served by the school
16 district holds a valid teaching certificate or teaching
17 license, as applicable, issued under the requirements of this
18 Code and rules of the State Board of Education. Such evidence
19 must include, but need not be limited to, a list of each
20 instructor assigned to teach students served by the school
21 district, which list shall include the instructor's name,
22 personal identification number as required by the State Board
23 of Education, birth date, and driver's license number. If the
24 modification or waiver is granted, then the eligible applicant
25 shall notify the State Board of Education of any changes in the
26 personnel providing instruction within 15 calendar days after

1 an instructor leaves the program or a new instructor is hired.
2 Such notification shall include the instructor's name,
3 personal identification number as required by the State Board
4 of Education, birth date, and driver's license number. If a
5 school district maintains an Internet website, then the
6 district shall post a copy of the final contract between the
7 district and the commercial driver training school on the
8 district's Internet website. If no Internet website exists,
9 then the district shall make available the contract upon
10 request. A record of all materials in relation to the
11 application for contracting must be maintained by the school
12 district and made available to parents and guardians upon
13 request. The instructor's date of birth and driver's license
14 number and any other personally identifying information as
15 deemed by the federal Driver's Privacy Protection Act of 1994
16 must be redacted from any public materials. Following receipt
17 of the waiver or modification request, the State Board shall
18 have 45 days to review the application and request. If the
19 State Board fails to disapprove the application within that 45
20 day period, the waiver or modification shall be deemed granted.
21 The State Board may disapprove any request if it is not based
22 upon sound educational practices, endangers the health or
23 safety of students or staff, compromises equal opportunities
24 for learning, or fails to demonstrate that the intent of the
25 rule or mandate can be addressed in a more effective,
26 efficient, or economical manner or have improved student

1 performance as a primary goal. Any request disapproved by the
2 State Board may be appealed to the General Assembly by the
3 eligible applicant as outlined in this Section.

4 A request for a waiver from mandates contained in this
5 School Code shall be submitted to the State Board within 15
6 days after approval by the board or regional superintendent of
7 schools. The application as submitted to the State Board of
8 Education shall include a description of the public hearing.
9 The description shall include, but need not be limited to, the
10 means of notice, the number of people in attendance, the number
11 of people who spoke as proponents or opponents of the waiver, a
12 brief description of their comments, and whether there were any
13 written statements submitted. The State Board shall review the
14 applications and requests for completeness and shall compile
15 the requests in reports to be filed with the General Assembly.
16 The State Board shall file reports outlining the waivers
17 requested by eligible applicants and appeals by eligible
18 applicants of requests disapproved by the State Board with the
19 Senate and the House of Representatives before each March 1 and
20 October 1. The General Assembly may disapprove the report of
21 the State Board in whole or in part within 60 calendar days
22 after each house of the General Assembly next convenes after
23 the report is filed by adoption of a resolution by a record
24 vote of the majority of members elected in each house. If the
25 General Assembly fails to disapprove any waiver request or
26 appealed request within such 60 day period, the waiver or

1 modification shall be deemed granted. Any resolution adopted by
2 the General Assembly disapproving a report of the State Board
3 in whole or in part shall be binding on the State Board.

4 (e) An approved waiver or modification (except a waiver
5 from or modification to a physical education mandate) may
6 remain in effect for a period not to exceed 5 school years and
7 may be renewed upon application by the eligible applicant.
8 However, such waiver or modification may be changed within that
9 5-year period by a board or regional superintendent of schools
10 applying on behalf of schools or programs operated by the
11 regional office of education following the procedure as set
12 forth in this Section for the initial waiver or modification
13 request. If neither the State Board of Education nor the
14 General Assembly disapproves, the change is deemed granted.

15 An approved waiver from or modification to a physical
16 education mandate may remain in effect for a period not to
17 exceed 2 school years and may be renewed no more than 2 times
18 upon application by the eligible applicant. An approved waiver
19 from or modification to a physical education mandate may be
20 changed within the 2-year period by the board or regional
21 superintendent of schools, whichever is applicable, following
22 the procedure set forth in this Section for the initial waiver
23 or modification request. If neither the State Board of
24 Education nor the General Assembly disapproves, the change is
25 deemed granted.

26 (f) (Blank).

1 (Source: P.A. 98-513, eff. 1-1-14; 98-739, eff. 7-16-14;
2 98-1155, eff. 1-9-15; 99-78, eff. 7-20-15.)

3 (105 ILCS 5/10-17a) (from Ch. 122, par. 10-17a)

4 Sec. 10-17a. State, school district, and school report
5 cards.

6 (1) By October 31, 2013 and October 31 of each subsequent
7 school year, the State Board of Education, through the State
8 Superintendent of Education, shall prepare a State report card,
9 school district report cards, and school report cards, and
10 shall by the most economic means provide to each school
11 district in this State, including special charter districts and
12 districts subject to the provisions of Article 34, the report
13 cards for the school district and each of its schools.

14 (2) In addition to any information required by federal law,
15 the State Superintendent shall determine the indicators and
16 presentation of the school report card, which must include, at
17 a minimum, the most current data possessed by the State Board
18 of Education related to the following:

19 (A) school characteristics and student demographics,
20 including average class size, average teaching experience,
21 student racial/ethnic breakdown, and the percentage of
22 students classified as low-income; the percentage of
23 students classified as English learners; the percentage of
24 students who have individualized education plans or 504
25 plans that provide for special education services; the

1 percentage of students who annually transferred in or out
2 of the school district; the per-pupil operating
3 expenditure of the school district; and the per-pupil State
4 average operating expenditure for the district type
5 (elementary, high school, or unit);

6 (B) curriculum information, including, where
7 applicable, Advanced Placement, International
8 Baccalaureate or equivalent courses, dual enrollment
9 courses, foreign language classes, school personnel
10 resources (including Career Technical Education teachers),
11 before and after school programs, extracurricular
12 activities, subjects in which elective classes are
13 offered, health and wellness initiatives (including the
14 average number of days of Physical Education per week per
15 student), approved programs of study, awards received,
16 community partnerships, and special programs such as
17 programming for the gifted and talented, students with
18 disabilities, and work-study students;

19 (C) student outcomes, including, where applicable, the
20 percentage of students deemed proficient on assessments of
21 State standards, the percentage of students in the eighth
22 grade who pass Algebra, the percentage of students enrolled
23 in post-secondary institutions (including colleges,
24 universities, community colleges, trade/vocational
25 schools, and training programs leading to career
26 certification within 2 semesters of high school

1 graduation), the percentage of students graduating from
2 high school who are college and career ready, and the
3 percentage of graduates enrolled in community colleges,
4 colleges, and universities who are in one or more courses
5 that the community college, college, or university
6 identifies as a developmental course;

7 (D) student progress, including, where applicable, the
8 percentage of students in the ninth grade who have earned 5
9 credits or more without failing more than one core class, a
10 measure of students entering kindergarten ready to learn, a
11 measure of growth, and the percentage of students who enter
12 high school on track for college and career readiness;

13 (E) the school environment, including, where
14 applicable, the percentage of students with less than 10
15 absences in a school year, the percentage of teachers with
16 less than 10 absences in a school year for reasons other
17 than professional development, leaves taken pursuant to
18 the federal Family Medical Leave Act of 1993, long-term
19 disability, or parental leaves, the 3-year average of the
20 percentage of teachers returning to the school from the
21 previous year, the number of different principals at the
22 school in the last 6 years, 2 or more indicators from any
23 school climate survey selected or approved by the State and
24 administered pursuant to Section 2-3.153 of this Code, with
25 the same or similar indicators included on school report
26 cards for all surveys selected or approved by the State

1 pursuant to Section 2-3.153 of this Code, and the combined
2 percentage of teachers rated as proficient or excellent or,
3 on or after September 1, 2018, "effective" in their most
4 recent evaluation; and

5 (F) a school district's and its individual schools'
6 balanced accountability measure, in accordance with
7 Section 2-3.25a of this Code.

8 The school report card shall also provide information that
9 allows for comparing the current outcome, progress, and
10 environment data to the State average, to the school data from
11 the past 5 years, and to the outcomes, progress, and
12 environment of similar schools based on the type of school and
13 enrollment of low-income students, special education students,
14 and English learners.

15 (3) At the discretion of the State Superintendent, the
16 school district report card shall include a subset of the
17 information identified in paragraphs (A) through (E) of
18 subsection (2) of this Section, as well as information relating
19 to the operating expense per pupil and other finances of the
20 school district, and the State report card shall include a
21 subset of the information identified in paragraphs (A) through
22 (E) of subsection (2) of this Section.

23 (4) Notwithstanding anything to the contrary in this
24 Section, in consultation with key education stakeholders, the
25 State Superintendent shall at any time have the discretion to
26 amend or update any and all metrics on the school, district, or

1 State report card.

2 (5) Annually, no more than 30 calendar days after receipt
3 of the school district and school report cards from the State
4 Superintendent of Education, each school district, including
5 special charter districts and districts subject to the
6 provisions of Article 34, shall present such report cards at a
7 regular school board meeting subject to applicable notice
8 requirements, post the report cards on the school district's
9 Internet web site, if the district maintains an Internet web
10 site, make the report cards available to a newspaper of general
11 circulation serving the district, and, upon request, send the
12 report cards home to a parent (unless the district does not
13 maintain an Internet web site, in which case the report card
14 shall be sent home to parents without request). If the district
15 posts the report card on its Internet web site, the district
16 shall send a written notice home to parents stating (i) that
17 the report card is available on the web site, (ii) the address
18 of the web site, (iii) that a printed copy of the report card
19 will be sent to parents upon request, and (iv) the telephone
20 number that parents may call to request a printed copy of the
21 report card.

22 (6) Nothing contained in this amendatory Act of the 98th
23 General Assembly repeals, supersedes, invalidates, or
24 nullifies final decisions in lawsuits pending on the effective
25 date of this amendatory Act of the 98th General Assembly in
26 Illinois courts involving the interpretation of Public Act

1 97-8.

2 (Source: P.A. 98-463, eff. 8-16-13; 98-648, eff. 7-1-14; 99-30,
3 eff. 7-10-15; 99-193, eff. 7-30-15; 99-642, eff. 7-28-16.)

4 (105 ILCS 5/21B-75)

5 Sec. 21B-75. Suspension or revocation of license.

6 (a) As used in this Section, "teacher" means any school
7 district employee regularly required to be licensed, as
8 provided in this Article, in order to teach or supervise in the
9 public schools.

10 (b) The State Superintendent of Education has the exclusive
11 authority, in accordance with this Section and any rules
12 adopted by the State Board of Education, in consultation with
13 the State Educator Preparation and Licensure Board, to initiate
14 the suspension of up to 5 calendar years or revocation of any
15 license issued pursuant to this Article for abuse or neglect of
16 a child, immorality, a condition of health detrimental to the
17 welfare of pupils, incompetency, unprofessional conduct (which
18 includes the failure to disclose on an employment application
19 any previous conviction for a sex offense, as defined in
20 Section 21B-80 of this Code, or any other offense committed in
21 any other state or against the laws of the United States that,
22 if committed in this State, would be punishable as a sex
23 offense, as defined in Section 21B-80 of this Code), the
24 neglect of any professional duty, willful failure to report an
25 instance of suspected child abuse or neglect as required by the

1 Abused and Neglected Child Reporting Act, failure to establish
2 satisfactory repayment on an educational loan guaranteed by the
3 Illinois Student Assistance Commission, or other just cause.
4 Unprofessional conduct shall include the refusal to attend or
5 participate in institutes, teachers' meetings, or professional
6 readings or to meet other reasonable requirements of the
7 regional superintendent of schools or State Superintendent of
8 Education. Unprofessional conduct also includes conduct that
9 violates the standards, ethics, or rules applicable to the
10 security, administration, monitoring, or scoring of or the
11 reporting of scores from any assessment test or examination
12 administered under Section 2-3.64a-5 of this Code or that is
13 known or intended to produce or report manipulated or
14 artificial, rather than actual, assessment or achievement
15 results or gains from the administration of those tests or
16 examinations. Unprofessional conduct shall also include
17 neglect or unnecessary delay in the making of statistical and
18 other reports required by school officers. Incompetency shall
19 include, without limitation, 2 or more school terms of service
20 for which the license holder has received an unsatisfactory or,
21 on and after September 1, 2018, ineffective rating on a
22 performance evaluation conducted pursuant to Article 24A of
23 this Code within a period of 7 school terms of service. In
24 determining whether to initiate action against one or more
25 licenses based on incompetency and the recommended sanction for
26 such action, the State Superintendent shall consider factors

1 that include without limitation all of the following:

2 (1) Whether the unsatisfactory or ineffective
3 evaluation ratings occurred prior to June 13, 2011 (the
4 effective date of Public Act 97-8).

5 (2) Whether the unsatisfactory or ineffective
6 evaluation ratings occurred prior to or after the
7 implementation date, as defined in Section 24A-2.5 of this
8 Code, of an evaluation system for teachers in a school
9 district.

10 (3) Whether the evaluator or evaluators who performed
11 an unsatisfactory or ineffective evaluation met the
12 pre-licensure and training requirements set forth in
13 Section 24A-3 of this Code.

14 (4) The time between the unsatisfactory or ineffective
15 evaluation ratings.

16 (5) The quality of the remediation plans associated
17 with the unsatisfactory or ineffective evaluation ratings
18 and whether the license holder successfully completed the
19 remediation plans.

20 (6) Whether the unsatisfactory or ineffective
21 evaluation ratings were related to the same or different
22 assignments performed by the license holder.

23 (7) Whether one or more of the unsatisfactory or
24 ineffective evaluation ratings occurred in the first year
25 of a teaching or administrative assignment.

26 When initiating an action against one or more licenses, the

1 State Superintendent may seek required professional
2 development as a sanction in lieu of or in addition to
3 suspension or revocation. Any such required professional
4 development must be at the expense of the license holder, who
5 may use, if available and applicable to the requirements
6 established by administrative or court order, training,
7 coursework, or other professional development funds in
8 accordance with the terms of an applicable collective
9 bargaining agreement entered into after June 13, 2011 (the
10 effective date of Public Act 97-8), unless that agreement
11 specifically precludes use of funds for such purpose.

12 (c) The State Superintendent of Education shall, upon
13 receipt of evidence of abuse or neglect of a child, immorality,
14 a condition of health detrimental to the welfare of pupils,
15 incompetency (subject to subsection (b) of this Section),
16 unprofessional conduct, the neglect of any professional duty,
17 or other just cause, further investigate and, if and as
18 appropriate, serve written notice to the individual and afford
19 the individual opportunity for a hearing prior to suspension,
20 revocation, or other sanction; provided that the State
21 Superintendent is under no obligation to initiate such an
22 investigation if the Department of Children and Family Services
23 is investigating the same or substantially similar allegations
24 and its child protective service unit has not made its
25 determination, as required under Section 7.12 of the Abused and
26 Neglected Child Reporting Act. If the State Superintendent of

1 Education does not receive from an individual a request for a
2 hearing within 10 days after the individual receives notice,
3 the suspension, revocation, or other sanction shall
4 immediately take effect in accordance with the notice. If a
5 hearing is requested within 10 days after notice of an
6 opportunity for hearing, it shall act as a stay of proceedings
7 until the State Educator Preparation and Licensure Board issues
8 a decision. Any hearing shall take place in the educational
9 service region where the educator is or was last employed and
10 in accordance with rules adopted by the State Board of
11 Education, in consultation with the State Educator Preparation
12 and Licensure Board, and such rules shall include without
13 limitation provisions for discovery and the sharing of
14 information between parties prior to the hearing. The standard
15 of proof for any administrative hearing held pursuant to this
16 Section shall be by the preponderance of the evidence. The
17 decision of the State Educator Preparation and Licensure Board
18 is a final administrative decision and is subject to judicial
19 review by appeal of either party.

20 The State Board of Education may refuse to issue or may
21 suspend the license of any person who fails to file a return or
22 to pay the tax, penalty, or interest shown in a filed return or
23 to pay any final assessment of tax, penalty, or interest, as
24 required by any tax Act administered by the Department of
25 Revenue, until such time as the requirements of any such tax
26 Act are satisfied.

1 The exclusive authority of the State Superintendent of
2 Education to initiate suspension or revocation of a license
3 pursuant to this Section does not preclude a regional
4 superintendent of schools from cooperating with the State
5 Superintendent or a State's Attorney with respect to an
6 investigation of alleged misconduct.

7 (d) The State Superintendent of Education or his or her
8 designee may initiate and conduct such investigations as may be
9 reasonably necessary to establish the existence of any alleged
10 misconduct. At any stage of the investigation, the State
11 Superintendent may issue a subpoena requiring the attendance
12 and testimony of a witness, including the license holder, and
13 the production of any evidence, including files, records,
14 correspondence, or documents, relating to any matter in
15 question in the investigation. The subpoena shall require a
16 witness to appear at the State Board of Education at a
17 specified date and time and shall specify any evidence to be
18 produced. The license holder is not entitled to be present, but
19 the State Superintendent shall provide the license holder with
20 a copy of any recorded testimony prior to a hearing under this
21 Section. Such recorded testimony must not be used as evidence
22 at a hearing, unless the license holder has adequate notice of
23 the testimony and the opportunity to cross-examine the witness.
24 Failure of a license holder to comply with a duly issued,
25 investigatory subpoena may be grounds for revocation,
26 suspension, or denial of a license.

1 (e) All correspondence, documentation, and other
2 information so received by the regional superintendent of
3 schools, the State Superintendent of Education, the State Board
4 of Education, or the State Educator Preparation and Licensure
5 Board under this Section is confidential and must not be
6 disclosed to third parties, except (i) as necessary for the
7 State Superintendent of Education or his or her designee to
8 investigate and prosecute pursuant to this Article, (ii)
9 pursuant to a court order, (iii) for disclosure to the license
10 holder or his or her representative, or (iv) as otherwise
11 required in this Article and provided that any such information
12 admitted into evidence in a hearing is exempt from this
13 confidentiality and non-disclosure requirement.

14 (f) The State Superintendent of Education or a person
15 designated by him or her shall have the power to administer
16 oaths to witnesses at any hearing conducted before the State
17 Educator Preparation and Licensure Board pursuant to this
18 Section. The State Superintendent of Education or a person
19 designated by him or her is authorized to subpoena and bring
20 before the State Educator Preparation and Licensure Board any
21 person in this State and to take testimony either orally or by
22 deposition or by exhibit, with the same fees and mileage and in
23 the same manner as prescribed by law in judicial proceedings in
24 civil cases in circuit courts of this State.

25 (g) Any circuit court, upon the application of the State
26 Superintendent of Education or the license holder, may, by

1 order duly entered, require the attendance of witnesses and the
2 production of relevant books and papers as part of any
3 investigation or at any hearing the State Educator Preparation
4 and Licensure Board is authorized to conduct pursuant to this
5 Section, and the court may compel obedience to its orders by
6 proceedings for contempt.

7 (h) The State Board of Education shall receive an annual
8 line item appropriation to cover fees associated with the
9 investigation and prosecution of alleged educator misconduct
10 and hearings related thereto.

11 (Source: P.A. 97-607, eff. 8-26-11; incorporates 97-8, eff.
12 6-13-11; 97-813, eff. 7-13-12; 98-972, eff. 8-15-14.)

13 (105 ILCS 5/24-9.5 new)

14 Sec. 24-9.5. Teacher evaluation ratings on and after
15 September 1, 2018. On and after September 1, 2018, pursuant to
16 this Section, all teacher evaluation ratings on record as
17 "excellent", "proficient", or "needs improvement" are
18 considered "effective" and all teacher evaluation ratings on
19 record as "unsatisfactory" are considered "ineffective" for
20 the purposes of this Article.

21 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

22 Sec. 24-11. Boards of Education - Boards of School
23 Inspectors - Contractual continued service.

24 (a) As used in this and the succeeding Sections of this

1 Article:

2 "Teacher" means any or all school district employees
3 regularly required to be certified under laws relating to the
4 certification of teachers.

5 "Board" means board of directors, board of education, or
6 board of school inspectors, as the case may be.

7 "School term" means that portion of the school year, July 1
8 to the following June 30, when school is in actual session.

9 "Program" means a program of a special education joint
10 agreement.

11 "Program of a special education joint agreement" means
12 instructional, consultative, supervisory, administrative,
13 diagnostic, and related services that are managed by a special
14 educational joint agreement designed to service 2 or more
15 school districts that are members of the joint agreement.

16 "PERA implementation date" means the implementation date
17 of an evaluation system for teachers as specified by Section
18 24A-2.5 of this Code for all schools within a school district
19 or all programs of a special education joint agreement.

20 (b) This Section and Sections 24-12 through 24-16 of this
21 Article apply only to school districts having less than 500,000
22 inhabitants.

23 (c) Any teacher who is first employed as a full-time
24 teacher in a school district or program prior to the PERA
25 implementation date and who is employed in that district or
26 program for a probationary period of 4 consecutive school terms

1 shall enter upon contractual continued service in the district
2 or in all of the programs that the teacher is legally qualified
3 to hold, unless the teacher is given written notice of
4 dismissal by certified mail, return receipt requested, by the
5 employing board at least 45 days before the end of any school
6 term within such period.

7 (d) For any teacher who is first employed as a full-time
8 teacher in a school district or program on or after the PERA
9 implementation date, the probationary period shall be one of
10 the following periods, based upon the teacher's school terms of
11 service and performance, before the teacher shall enter upon
12 contractual continued service in the district or in all of the
13 programs that the teacher is legally qualified to hold, unless
14 the teacher is given written notice of dismissal by certified
15 mail, return receipt requested, by the employing board at least
16 45 days before the end of any school term within such period:

17 (1) 4 consecutive school terms of service in which the
18 teacher receives overall annual evaluation ratings of at
19 least "Proficient" or, on or after September 1, 2018,
20 "effective" in the last school term and at least
21 "Proficient" or, on or after September 1, 2018, "effective"
22 in either the second or third school term;

23 (2) (blank); or ~~3 consecutive school terms of service~~
24 ~~in which the teacher receives 3 overall annual evaluations~~
25 ~~of "Excellent"; or~~

26 (3) 2 consecutive school terms of service in which the

1 teacher receives 2 overall annual evaluations of
2 "Excellent" or, on or after September 1, 2018, "effective"
3 service, but only if the teacher (i) previously attained
4 contractual continued service in a different school
5 district or program in this State, (ii) voluntarily
6 departed or was honorably dismissed from that school
7 district or program in the school term immediately prior to
8 the teacher's first school term of service applicable to
9 the attainment of contractual continued service under this
10 subdivision (3), and (iii) received, in his or her 2 most
11 recent overall annual or biennial evaluations from the
12 prior school district or program, ratings of at least
13 "Proficient" or, on or after September 1, 2018,
14 "effective", with both such ratings occurring after the
15 school district's or program's PERA implementation date.
16 For a teacher to attain contractual continued service under
17 this subdivision (3), the teacher shall provide official
18 copies of his or her 2 most recent overall annual or
19 biennial evaluations from the prior school district or
20 program to the new school district or program within 60
21 days from the teacher's first day of service with the new
22 school district or program. The prior school district or
23 program must provide the teacher with official copies of
24 his or her 2 most recent overall annual or biennial
25 evaluations within 14 days after the teacher's request. If
26 a teacher has requested such official copies prior to 45

1 days after the teacher's first day of service with the new
2 school district or program and the teacher's prior school
3 district or program fails to provide the teacher with the
4 official copies required under this subdivision (3), then
5 the time period for the teacher to submit the official
6 copies to his or her new school district or program must be
7 extended until 14 days after receipt of such copies from
8 the prior school district or program. If the prior school
9 district or program fails to provide the teacher with the
10 official copies required under this subdivision (3) within
11 90 days from the teacher's first day of service with the
12 new school district or program, then the new school
13 district or program shall rely upon the teacher's own
14 copies of his or her evaluations for purposes of this
15 subdivision (3).

16 If the teacher does not receive overall annual evaluations
17 of "Excellent" or, on or after September 1, 2018, "effective"
18 in the school terms necessary for eligibility to achieve
19 accelerated contractual continued service in subdivisions (2)
20 and (3) of this subsection (d), the teacher shall be eligible
21 for contractual continued service pursuant to subdivision (1)
22 of this subsection (d). If, at the conclusion of 4 consecutive
23 school terms of service that count toward attainment of
24 contractual continued service, the teacher's performance does
25 not qualify the teacher for contractual continued service under
26 subdivision (1) of this subsection (d), then the teacher shall

1 not enter upon contractual continued service and shall be
2 dismissed. If a performance evaluation is not conducted for any
3 school term when such evaluation is required to be conducted
4 under Section 24A-5 of this Code, then the teacher's
5 performance evaluation rating for such school term for purposes
6 of determining the attainment of contractual continued service
7 shall be deemed "Proficient" or, on or after September 1, 2018,
8 "effective".

9 (e) For the purposes of determining contractual continued
10 service, a school term shall be counted only toward attainment
11 of contractual continued service if the teacher actually
12 teaches or is otherwise present and participating in the
13 district's or program's educational program for 120 days or
14 more, provided that the days of leave under the federal Family
15 Medical Leave Act that the teacher is required to take until
16 the end of the school term shall be considered days of teaching
17 or participation in the district's or program's educational
18 program. A school term that is not counted toward attainment of
19 contractual continued service shall not be considered a break
20 in service for purposes of determining whether a teacher has
21 been employed for 4 consecutive school terms, provided that the
22 teacher actually teaches or is otherwise present and
23 participating in the district's or program's educational
24 program in the following school term.

25 (f) If the employing board determines to dismiss the
26 teacher in the last year of the probationary period as provided

1 in subsection (c) of this Section or subdivision (1) or (2) of
2 subsection (d) of this Section, but not subdivision (3) of
3 subsection (d) of this Section, the written notice of dismissal
4 provided by the employing board must contain specific reasons
5 for dismissal. Any full-time teacher who does not receive
6 written notice from the employing board at least 45 days before
7 the end of any school term as provided in this Section and
8 whose performance does not require dismissal after the fourth
9 probationary year pursuant to subsection (d) of this Section
10 shall be re-employed for the following school term.

11 (g) Contractual continued service shall continue in effect
12 the terms and provisions of the contract with the teacher
13 during the last school term of the probationary period, subject
14 to this Act and the lawful regulations of the employing board.
15 This Section and succeeding Sections do not modify any existing
16 power of the board except with respect to the procedure of the
17 discharge of a teacher and reductions in salary as hereinafter
18 provided. Contractual continued service status shall not
19 restrict the power of the board to transfer a teacher to a
20 position which the teacher is qualified to fill or to make such
21 salary adjustments as it deems desirable, but unless reductions
22 in salary are uniform or based upon some reasonable
23 classification, any teacher whose salary is reduced shall be
24 entitled to a notice and a hearing as hereinafter provided in
25 the case of certain dismissals or removals.

26 (h) If, by reason of any change in the boundaries of school

1 districts or by reason of the creation of a new school
2 district, the position held by any teacher having a contractual
3 continued service status is transferred from one board to the
4 control of a new or different board, then the contractual
5 continued service status of the teacher is not thereby lost,
6 and such new or different board is subject to this Code with
7 respect to the teacher in the same manner as if the teacher
8 were its employee and had been its employee during the time the
9 teacher was actually employed by the board from whose control
10 the position was transferred.

11 (i) The employment of any teacher in a program of a special
12 education joint agreement established under Section 3-15.14,
13 10-22.31 or 10-22.31a shall be governed by this and succeeding
14 Sections of this Article. For purposes of attaining and
15 maintaining contractual continued service and computing length
16 of continuing service as referred to in this Section and
17 Section 24-12, employment in a special educational joint
18 program shall be deemed a continuation of all previous
19 certificated employment of such teacher for such joint
20 agreement whether the employer of the teacher was the joint
21 agreement, the regional superintendent, or one of the
22 participating districts in the joint agreement.

23 (j) For any teacher employed after July 1, 1987 as a
24 full-time teacher in a program of a special education joint
25 agreement, whether the program is operated by the joint
26 agreement or a member district on behalf of the joint

1 agreement, in the event of a reduction in the number of
2 programs or positions in the joint agreement in which the
3 notice of dismissal is provided on or before the end of the
4 2010-2011 school term, the teacher in contractual continued
5 service is eligible for employment in the joint agreement
6 programs for which the teacher is legally qualified in order of
7 greater length of continuing service in the joint agreement,
8 unless an alternative method of determining the sequence of
9 dismissal is established in a collective bargaining agreement.
10 For any teacher employed after July 1, 1987 as a full-time
11 teacher in a program of a special education joint agreement,
12 whether the program is operated by the joint agreement or a
13 member district on behalf of the joint agreement, in the event
14 of a reduction in the number of programs or positions in the
15 joint agreement in which the notice of dismissal is provided
16 during the 2011-2012 school term or a subsequent school term,
17 the teacher shall be included on the honorable dismissal lists
18 of all joint agreement programs for positions for which the
19 teacher is qualified and is eligible for employment in such
20 programs in accordance with subsections (b) and (c) of Section
21 24-12 of this Code and the applicable honorable dismissal
22 policies of the joint agreement.

23 (k) For any teacher employed after July 1, 1987 as a
24 full-time teacher in a program of a special education joint
25 agreement, whether the program is operated by the joint
26 agreement or a member district on behalf of the joint

1 agreement, in the event of the dissolution of a joint
2 agreement, in which the notice to teachers of the dissolution
3 is provided during the 2010-2011 school term, the teacher in
4 contractual continued service who is legally qualified shall be
5 assigned to any comparable position in a member district
6 currently held by a teacher who has not entered upon
7 contractual continued service or held by a teacher who has
8 entered upon contractual continued service with a shorter
9 length of contractual continued service. Any teacher employed
10 after July 1, 1987 as a full-time teacher in a program of a
11 special education joint agreement, whether the program is
12 operated by the joint agreement or a member district on behalf
13 of the joint agreement, in the event of the dissolution of a
14 joint agreement in which the notice to teachers of the
15 dissolution is provided during the 2011-2012 school term or a
16 subsequent school term, the teacher who is qualified shall be
17 included on the order of honorable dismissal lists of each
18 member district and shall be assigned to any comparable
19 position in any such district in accordance with subsections
20 (b) and (c) of Section 24-12 of this Code and the applicable
21 honorable dismissal policies of each member district.

22 (1) The governing board of the joint agreement, or the
23 administrative district, if so authorized by the articles of
24 agreement of the joint agreement, rather than the board of
25 education of a school district, may carry out employment and
26 termination actions including dismissals under this Section

1 and Section 24-12.

2 (m) The employment of any teacher in a special education
3 program authorized by Section 14-1.01 through 14-14.01, or a
4 joint educational program established under Section 10-22.31a,
5 shall be under this and the succeeding Sections of this
6 Article, and such employment shall be deemed a continuation of
7 the previous employment of such teacher in any of the
8 participating districts, regardless of the participation of
9 other districts in the program.

10 (n) Any teacher employed as a full-time teacher in a
11 special education program prior to September 23, 1987 in which
12 2 or more school districts participate for a probationary
13 period of 2 consecutive years shall enter upon contractual
14 continued service in each of the participating districts,
15 subject to this and the succeeding Sections of this Article,
16 and, notwithstanding Section 24-1.5 of this Code, in the event
17 of the termination of the program shall be eligible for any
18 vacant position in any of such districts for which such teacher
19 is qualified.

20 (Source: P.A. 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.)

21 (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

22 Sec. 24-12. Removal or dismissal of teachers in contractual
23 continued service.

24 (a) This subsection (a) applies only to honorable
25 dismissals and recalls in which the notice of dismissal is

1 provided on or before the end of the 2010-2011 school term. If
2 a teacher in contractual continued service is removed or
3 dismissed as a result of a decision of the board to decrease
4 the number of teachers employed by the board or to discontinue
5 some particular type of teaching service, written notice shall
6 be mailed to the teacher and also given the teacher either by
7 certified mail, return receipt requested or personal delivery
8 with receipt at least 60 days before the end of the school
9 term, together with a statement of honorable dismissal and the
10 reason therefor, and in all such cases the board shall first
11 remove or dismiss all teachers who have not entered upon
12 contractual continued service before removing or dismissing
13 any teacher who has entered upon contractual continued service
14 and who is legally qualified to hold a position currently held
15 by a teacher who has not entered upon contractual continued
16 service.

17 As between teachers who have entered upon contractual
18 continued service, the teacher or teachers with the shorter
19 length of continuing service with the district shall be
20 dismissed first unless an alternative method of determining the
21 sequence of dismissal is established in a collective bargaining
22 agreement or contract between the board and a professional
23 faculty members' organization and except that this provision
24 shall not impair the operation of any affirmative action
25 program in the district, regardless of whether it exists by
26 operation of law or is conducted on a voluntary basis by the

1 board. Any teacher dismissed as a result of such decrease or
2 discontinuance shall be paid all earned compensation on or
3 before the third business day following the last day of pupil
4 attendance in the regular school term.

5 If the board has any vacancies for the following school
6 term or within one calendar year from the beginning of the
7 following school term, the positions thereby becoming
8 available shall be tendered to the teachers so removed or
9 dismissed so far as they are legally qualified to hold such
10 positions; provided, however, that if the number of honorable
11 dismissal notices based on economic necessity exceeds 15% of
12 the number of full time equivalent positions filled by
13 certified employees (excluding principals and administrative
14 personnel) during the preceding school year, then if the board
15 has any vacancies for the following school term or within 2
16 calendar years from the beginning of the following school term,
17 the positions so becoming available shall be tendered to the
18 teachers who were so notified and removed or dismissed whenever
19 they are legally qualified to hold such positions. Each board
20 shall, in consultation with any exclusive employee
21 representatives, each year establish a list, categorized by
22 positions, showing the length of continuing service of each
23 teacher who is qualified to hold any such positions, unless an
24 alternative method of determining a sequence of dismissal is
25 established as provided for in this Section, in which case a
26 list shall be made in accordance with the alternative method.

1 Copies of the list shall be distributed to the exclusive
2 employee representative on or before February 1 of each year.
3 Whenever the number of honorable dismissal notices based upon
4 economic necessity exceeds 5, or 150% of the average number of
5 teachers honorably dismissed in the preceding 3 years,
6 whichever is more, then the board also shall hold a public
7 hearing on the question of the dismissals. Following the
8 hearing and board review the action to approve any such
9 reduction shall require a majority vote of the board members.

10 (b) This subsection (b) applies only to honorable
11 dismissals and recalls in which the notice of dismissal is
12 provided during the 2011-2012 school term or a subsequent
13 school term. If any teacher, whether or not in contractual
14 continued service, is removed or dismissed as a result of a
15 decision of a school board to decrease the number of teachers
16 employed by the board, a decision of a school board to
17 discontinue some particular type of teaching service, or a
18 reduction in the number of programs or positions in a special
19 education joint agreement, then written notice must be mailed
20 to the teacher and also given to the teacher either by
21 certified mail, return receipt requested, or personal delivery
22 with receipt at least 45 days before the end of the school
23 term, together with a statement of honorable dismissal and the
24 reason therefor, and in all such cases the sequence of
25 dismissal shall occur in accordance with this subsection (b);
26 except that this subsection (b) shall not impair the operation

1 of any affirmative action program in the school district,
2 regardless of whether it exists by operation of law or is
3 conducted on a voluntary basis by the board.

4 Each teacher must be categorized into one or more positions
5 for which the teacher is qualified to hold, based upon legal
6 qualifications and any other qualifications established in a
7 district or joint agreement job description, on or before the
8 May 10 prior to the school year during which the sequence of
9 dismissal is determined. Within each position and subject to
10 agreements made by the joint committee on honorable dismissals
11 that are authorized by subsection (c) of this Section, the
12 school district or joint agreement must establish 4 groupings
13 of teachers or, on or after September 1, 2018, 3 groupings of
14 teachers qualified to hold the position as follows:

15 (1) Grouping one shall consist of each teacher who is
16 not in contractual continued service and who (i) has not
17 received a performance evaluation rating, (ii) is employed
18 for one school term or less to replace a teacher on leave,
19 or (iii) is employed on a part-time basis. "Part-time
20 basis" for the purposes of this subsection (b) means a
21 teacher who is employed to teach less than a full-day,
22 teacher workload or less than 5 days of the normal student
23 attendance week, unless otherwise provided for in a
24 collective bargaining agreement between the district and
25 the exclusive representative of the district's teachers.
26 For the purposes of this Section, a teacher (A) who is

1 employed as a full-time teacher but who actually teaches or
2 is otherwise present and participating in the district's
3 educational program for less than a school term or (B) who,
4 in the immediately previous school term, was employed on a
5 full-time basis and actually taught or was otherwise
6 present and participated in the district's educational
7 program for 120 days or more is not considered employed on
8 a part-time basis.

9 (2) Grouping 2 shall consist of each teacher with a
10 Needs Improvement or Unsatisfactory performance evaluation
11 rating on either of the teacher's last 2 performance
12 evaluation ratings. On and after September 1, 2018,
13 grouping 2 shall consist of each teacher with an
14 "ineffective" performance evaluation rating on the
15 teacher's most recent performance evaluation rating.

16 (3) Grouping 3 shall consist of each teacher with a
17 performance evaluation rating of at least Satisfactory or
18 Proficient on both of the teacher's last 2 performance
19 evaluation ratings, if 2 ratings are available, or on the
20 teacher's last performance evaluation rating, if only one
21 rating is available, unless the teacher qualifies for
22 placement into grouping 4. On and after September 1, 2018,
23 grouping 3 shall consist of each teacher with a performance
24 evaluation rating of "effective" on the teacher's last
25 performance evaluation rating, provided that the teacher
26 did not have an "ineffective" performance evaluation

1 rating on the most recent performance evaluation rating.

2 (4) Grouping 4 shall consist of each teacher whose last
3 2 performance evaluation ratings are Excellent and each
4 teacher with 2 Excellent performance evaluation ratings
5 out of the teacher's last 3 performance evaluation ratings
6 with a third rating of Satisfactory or Proficient.

7 Beginning on September 1, 2018, there is no grouping 4.

8 Among teachers qualified to hold a position, teachers must
9 be dismissed in the order of their groupings, with teachers in
10 grouping one dismissed first and teachers in grouping 4
11 dismissed last. On and after September 1, 2018, teachers in
12 grouping one shall be dismissed first, teachers in grouping 2
13 dismissed second, and teachers in grouping 3 dismissed last.

14 Prior to September 1, 2018, within ~~Within~~ grouping one, the
15 sequence of dismissal must be at the discretion of the school
16 district or joint agreement. Within grouping 2, the sequence of
17 dismissal must be based upon average performance evaluation
18 ratings, with the teacher or teachers with the lowest average
19 performance evaluation rating dismissed first. A teacher's
20 average performance evaluation rating must be calculated using
21 the average of the teacher's last 2 performance evaluation
22 ratings, if 2 ratings are available, or the teacher's last
23 performance evaluation rating, if only one rating is available,
24 using the following numerical values: 4 for Excellent; 3 for
25 Proficient or Satisfactory; 2 for Needs Improvement; and 1 for
26 Unsatisfactory. As between or among teachers in grouping 2 with

1 the same average performance evaluation rating and within each
2 of groupings 3 and 4, the teacher or teachers with the shorter
3 length of continuing service with the school district or joint
4 agreement must be dismissed first unless an alternative method
5 of determining the sequence of dismissal is established in a
6 collective bargaining agreement or contract between the board
7 and a professional faculty members' organization. On and after
8 September 1, 2018, the sequence of dismissal shall be as
9 follows: Within grouping one, the sequence of dismissal must be
10 at the discretion of the school district or joint agreement. As
11 between or among teachers in groupings 2 and 3, the teacher or
12 teachers with the shorter length of continuing service with the
13 school district or joint agreement must be dismissed first
14 unless an alternative method of determining the sequence of
15 dismissal is established in a collective bargaining agreement
16 or contract between the board and a professional faculty
17 members' organization.

18 Each board, including the governing board of a joint
19 agreement, shall, in consultation with any exclusive employee
20 representatives, each year establish a sequence of honorable
21 dismissal list categorized by positions and the groupings
22 defined in this subsection (b). Copies of the list showing each
23 teacher by name and categorized by positions and the groupings
24 defined in this subsection (b) must be distributed to the
25 exclusive bargaining representative at least 75 days before the
26 end of the school term, provided that the school district or

1 joint agreement may, with notice to any exclusive employee
2 representatives, move teachers from grouping one into another
3 grouping during the period of time from 75 days until 45 days
4 before the end of the school term. Each year, each board shall
5 also establish, in consultation with any exclusive employee
6 representatives, a list showing the length of continuing
7 service of each teacher who is qualified to hold any such
8 positions, unless an alternative method of determining a
9 sequence of dismissal is established as provided for in this
10 Section, in which case a list must be made in accordance with
11 the alternative method. Copies of the list must be distributed
12 to the exclusive employee representative at least 75 days
13 before the end of the school term.

14 Any teacher dismissed as a result of such decrease or
15 discontinuance must be paid all earned compensation on or
16 before the third business day following the last day of pupil
17 attendance in the regular school term.

18 Prior to September 1, 2018, if ~~if~~ the board or joint
19 agreement has any vacancies for the following school term or
20 within one calendar year from the beginning of the following
21 school term, the positions thereby becoming available must be
22 tendered to the teachers so removed or dismissed who were in
23 groupings 3 or 4 of the sequence of dismissal and are qualified
24 to hold the positions, based upon legal qualifications and any
25 other qualifications established in a district or joint
26 agreement job description, on or before the May 10 prior to the

1 date of the positions becoming available, provided that if the
2 number of honorable dismissal notices based on economic
3 necessity exceeds 15% of the number of full-time equivalent
4 positions filled by certified employees (excluding principals
5 and administrative personnel) during the preceding school
6 year, then the recall period is for the following school term
7 or within 2 calendar years from the beginning of the following
8 school term. If the board or joint agreement has any vacancies
9 within the period from the beginning of the following school
10 term through February 1 of the following school term (unless a
11 date later than February 1, but no later than 6 months from the
12 beginning of the following school term, is established in a
13 collective bargaining agreement), the positions thereby
14 becoming available must be tendered to the teachers so removed
15 or dismissed who were in grouping 2 of the sequence of
16 dismissal due to one "needs improvement" rating on either of
17 the teacher's last 2 performance evaluation ratings, provided
18 that, if 2 ratings are available, the other performance
19 evaluation rating used for grouping purposes is
20 "satisfactory", "proficient", or "excellent", and are
21 qualified to hold the positions, based upon legal
22 qualifications and any other qualifications established in a
23 district or joint agreement job description, on or before the
24 May 10 prior to the date of the positions becoming available.
25 On and after the effective date of this amendatory Act of the
26 98th General Assembly, the preceding sentence shall apply to

1 teachers removed or dismissed by honorable dismissal, even if
2 notice of honorable dismissal occurred during the 2013-2014
3 school year. Among teachers eligible for recall pursuant to the
4 preceding sentence, the order of recall must be in inverse
5 order of dismissal, unless an alternative order of recall is
6 established in a collective bargaining agreement or contract
7 between the board and a professional faculty members'
8 organization. Whenever the number of honorable dismissal
9 notices based upon economic necessity exceeds 5 notices or 150%
10 of the average number of teachers honorably dismissed in the
11 preceding 3 years, whichever is more, then the school board or
12 governing board of a joint agreement, as applicable, shall also
13 hold a public hearing on the question of the dismissals.
14 Following the hearing and board review, the action to approve
15 any such reduction shall require a majority vote of the board
16 members. Beginning on September 1, 2018, if the board or joint
17 agreement has any vacancies for the following school term or
18 within one calendar year from the beginning of the following
19 school term, the positions thereby becoming available must be
20 tendered to the teachers so removed or dismissed who were in
21 groupings 2 or 3 of the sequence of dismissal and are qualified
22 to hold the positions, based upon legal qualifications and any
23 other qualifications established in a district or joint
24 agreement job description, on or before the May 10 prior to the
25 date of the positions becoming available, provided that if the
26 number of honorable dismissal notices based on economic

1 necessity exceeds 15% of the number of full-time equivalent
2 positions filled by licensed employees (excluding principals
3 and administrative personnel) during the preceding school
4 year, then the recall period is for the following school term
5 or within 2 calendar years from the beginning of the following
6 school term. Among teachers eligible for recall pursuant to the
7 preceding sentence, the order of recall must be in inverse
8 order of dismissal, unless an alternative order of recall is
9 established in a collective bargaining agreement or contract
10 between the board and a professional faculty members'
11 organization.

12 For purposes of this subsection (b), subject to agreement
13 on an alternative definition reached by the joint committee
14 described in subsection (c) of this Section, a teacher's
15 performance evaluation rating means the overall performance
16 evaluation rating resulting from an annual or biennial
17 performance evaluation conducted pursuant to Article 24A of
18 this Code by the school district or joint agreement determining
19 the sequence of dismissal, not including any performance
20 evaluation conducted during or at the end of a remediation
21 period. No more than one evaluation rating each school term
22 shall be one of the evaluation ratings used for the purpose of
23 determining the sequence of dismissal. Except as otherwise
24 provided in this subsection for any performance evaluations
25 conducted during or at the end of a remediation period, if
26 multiple performance evaluations are conducted in a school

1 term, only the rating from the last evaluation conducted prior
2 to establishing the sequence of honorable dismissal list in
3 such school term shall be the one evaluation rating from that
4 school term used for the purpose of determining the sequence of
5 dismissal. Averaging ratings from multiple evaluations is not
6 permitted unless otherwise agreed to in a collective bargaining
7 agreement or contract between the board and a professional
8 faculty members' organization. The preceding 3 sentences are
9 not a legislative declaration that existing law does or does
10 not already require that only one performance evaluation each
11 school term shall be used for the purpose of determining the
12 sequence of dismissal. For performance evaluation ratings
13 determined prior to September 1, 2012, any school district or
14 joint agreement with a performance evaluation rating system
15 that does not use either of the rating category systems
16 specified in subsection (d) of Section 24A-5 of this Code for
17 all teachers must establish a basis for assigning each teacher
18 a rating that complies with subsection (d) of Section 24A-5 of
19 this Code for all of the performance evaluation ratings that
20 are to be used to determine the sequence of dismissal. A
21 teacher's grouping and ranking on a sequence of honorable
22 dismissal shall be deemed a part of the teacher's performance
23 evaluation, and that information shall be disclosed to the
24 exclusive bargaining representative as part of a sequence of
25 honorable dismissal list, notwithstanding any laws prohibiting
26 disclosure of such information. A performance evaluation

1 rating may be used to determine the sequence of dismissal,
2 notwithstanding the pendency of any grievance resolution or
3 arbitration procedures relating to the performance evaluation.
4 If a teacher has received at least one performance evaluation
5 rating conducted by the school district or joint agreement
6 determining the sequence of dismissal and a subsequent
7 performance evaluation is not conducted in any school year in
8 which such evaluation is required to be conducted under Section
9 24A-5 of this Code, the teacher's performance evaluation rating
10 for that school year for purposes of determining the sequence
11 of dismissal is deemed Proficient or, on or after September 1,
12 2018, effective. If a performance evaluation rating is
13 nullified as the result of an arbitration, administrative
14 agency, or court determination, then the school district or
15 joint agreement is deemed to have conducted a performance
16 evaluation for that school year, but the performance evaluation
17 rating may not be used in determining the sequence of
18 dismissal.

19 Nothing in this subsection (b) shall be construed as
20 limiting the right of a school board or governing board of a
21 joint agreement to dismiss a teacher not in contractual
22 continued service in accordance with Section 24-11 of this
23 Code.

24 Any provisions regarding the sequence of honorable
25 dismissals and recall of honorably dismissed teachers in a
26 collective bargaining agreement entered into on or before

1 January 1, 2011 and in effect on the effective date of this
2 amendatory Act of the 97th General Assembly that may conflict
3 with this amendatory Act of the 97th General Assembly shall
4 remain in effect through the expiration of such agreement or
5 June 30, 2013, whichever is earlier.

6 (c) Each school district and special education joint
7 agreement must use a joint committee composed of equal
8 representation selected by the school board and its teachers
9 or, if applicable, the exclusive bargaining representative of
10 its teachers, to address the matters described in paragraphs
11 (1) through (5) of this subsection (c) pertaining to honorable
12 dismissals under subsection (b) of this Section.

13 (1) Prior to September 1, 2018, the ~~The~~ joint committee
14 must consider and may agree to criteria for excluding from
15 grouping 2 and placing into grouping 3 a teacher whose last
16 2 performance evaluations include a Needs Improvement and
17 either a Proficient or Excellent.

18 (2) Prior to September 1, 2018, the ~~The~~ joint committee
19 must consider and may agree to an alternative definition
20 for grouping 4, which definition must take into account
21 prior performance evaluation ratings and may take into
22 account other factors that relate to the school district's
23 or program's educational objectives. An alternative
24 definition for grouping 4 may not permit the inclusion of a
25 teacher in the grouping with a Needs Improvement or
26 Unsatisfactory performance evaluation rating on either of

1 the teacher's last 2 performance evaluation ratings.

2 (3) The joint committee may agree to including within
3 the definition of a performance evaluation rating a
4 performance evaluation rating administered by a school
5 district or joint agreement other than the school district
6 or joint agreement determining the sequence of dismissal.

7 (4) For each school district or joint agreement that
8 administers performance evaluation ratings that are
9 inconsistent with either of the rating category systems
10 specified in subsection (d) of Section 24A-5 of this Code,
11 the school district or joint agreement must consult with
12 the joint committee on the basis for assigning a rating
13 that complies with subsection (d) of Section 24A-5 of this
14 Code to each performance evaluation rating that will be
15 used in a sequence of dismissal.

16 (5) Upon request by a joint committee member submitted
17 to the employing board by no later than 10 days after the
18 distribution of the sequence of honorable dismissal list, a
19 representative of the employing board shall, within 5 days
20 after the request, provide to members of the joint
21 committee a list showing the most recent and prior
22 performance evaluation ratings of each teacher identified
23 only by length of continuing service in the district or
24 joint agreement and not by name. If, after review of this
25 list, a member of the joint committee has a good faith
26 belief that a disproportionate number of teachers with

1 greater length of continuing service with the district or
2 joint agreement have received a recent performance
3 evaluation rating lower than the prior rating, the member
4 may request that the joint committee review the list to
5 assess whether such a trend may exist. Following the joint
6 committee's review, but by no later than the end of the
7 applicable school term, the joint committee or any member
8 or members of the joint committee may submit a report of
9 the review to the employing board and exclusive bargaining
10 representative, if any. Nothing in this paragraph (5) shall
11 impact the order of honorable dismissal or a school
12 district's or joint agreement's authority to carry out a
13 dismissal in accordance with subsection (b) of this
14 Section.

15 Agreement by the joint committee as to a matter requires
16 the majority vote of all committee members, and if the joint
17 committee does not reach agreement on a matter, then the
18 otherwise applicable requirements of subsection (b) of this
19 Section shall apply. Except as explicitly set forth in this
20 subsection (c), a joint committee has no authority to agree to
21 any further modifications to the requirements for honorable
22 dismissals set forth in subsection (b) of this Section. The
23 joint committee must be established, and the first meeting of
24 the joint committee each school year must occur on or before
25 December 1.

26 The joint committee must reach agreement on a matter on or

1 before February 1 of a school year in order for the agreement
2 of the joint committee to apply to the sequence of dismissal
3 determined during that school year. Subject to the February 1
4 deadline for agreements, the agreement of a joint committee on
5 a matter shall apply to the sequence of dismissal until the
6 agreement is amended or terminated by the joint committee.

7 The Open Meetings Act does not apply to a joint committee
8 as provided in Section 18 of the Illinois Educational Labor
9 Relations Act.

10 (d) Notwithstanding anything to the contrary in this
11 subsection (d), the requirements and dismissal procedures of
12 Section 24-16.5 of this Code shall apply to any dismissal
13 sought under Section 24-16.5 of this Code.

14 (1) If a dismissal of a teacher in contractual
15 continued service is sought for any reason or cause other
16 than an honorable dismissal under subsections (a) or (b) of
17 this Section or a dismissal sought under Section 24-16.5 of
18 this Code, including those under Section 10-22.4, the board
19 must first approve a motion containing specific charges by
20 a majority vote of all its members. Written notice of such
21 charges, including a bill of particulars and the teacher's
22 right to request a hearing, must be mailed to the teacher
23 and also given to the teacher either by certified mail,
24 return receipt requested, or personal delivery with
25 receipt within 5 days of the adoption of the motion. Any
26 written notice sent on or after July 1, 2012 shall inform

1 the teacher of the right to request a hearing before a
2 mutually selected hearing officer, with the cost of the
3 hearing officer split equally between the teacher and the
4 board, or a hearing before a board-selected hearing
5 officer, with the cost of the hearing officer paid by the
6 board.

7 Before setting a hearing on charges stemming from
8 causes that are considered remediable, a board must give
9 the teacher reasonable warning in writing, stating
10 specifically the causes that, if not removed, may result in
11 charges; however, no such written warning is required if
12 the causes have been the subject of a remediation plan
13 pursuant to Article 24A of this Code.

14 If, in the opinion of the board, the interests of the
15 school require it, the board may suspend the teacher
16 without pay, pending the hearing, but if the board's
17 dismissal or removal is not sustained, the teacher shall
18 not suffer the loss of any salary or benefits by reason of
19 the suspension.

20 (2) No hearing upon the charges is required unless the
21 teacher within 17 days after receiving notice requests in
22 writing of the board that a hearing be scheduled before a
23 mutually selected hearing officer or a hearing officer
24 selected by the board. The secretary of the school board
25 shall forward a copy of the notice to the State Board of
26 Education.

1 (3) Within 5 business days after receiving a notice of
2 hearing in which either notice to the teacher was sent
3 before July 1, 2012 or, if the notice was sent on or after
4 July 1, 2012, the teacher has requested a hearing before a
5 mutually selected hearing officer, the State Board of
6 Education shall provide a list of 5 prospective, impartial
7 hearing officers from the master list of qualified,
8 impartial hearing officers maintained by the State Board of
9 Education. Each person on the master list must (i) be
10 accredited by a national arbitration organization and have
11 had a minimum of 5 years of experience directly related to
12 labor and employment relations matters between employers
13 and employees or their exclusive bargaining
14 representatives and (ii) beginning September 1, 2012, have
15 participated in training provided or approved by the State
16 Board of Education for teacher dismissal hearing officers
17 so that he or she is familiar with issues generally
18 involved in evaluative and non-evaluative dismissals.

19 If notice to the teacher was sent before July 1, 2012
20 or, if the notice was sent on or after July 1, 2012, the
21 teacher has requested a hearing before a mutually selected
22 hearing officer, the board and the teacher or their legal
23 representatives within 3 business days shall alternately
24 strike one name from the list provided by the State Board
25 of Education until only one name remains. Unless waived by
26 the teacher, the teacher shall have the right to proceed

1 first with the striking. Within 3 business days of receipt
2 of the list provided by the State Board of Education, the
3 board and the teacher or their legal representatives shall
4 each have the right to reject all prospective hearing
5 officers named on the list and notify the State Board of
6 Education of such rejection. Within 3 business days after
7 receiving this notification, the State Board of Education
8 shall appoint a qualified person from the master list who
9 did not appear on the list sent to the parties to serve as
10 the hearing officer, unless the parties notify it that they
11 have chosen to alternatively select a hearing officer under
12 paragraph (4) of this subsection (d).

13 If the teacher has requested a hearing before a hearing
14 officer selected by the board, the board shall select one
15 name from the master list of qualified impartial hearing
16 officers maintained by the State Board of Education within
17 3 business days after receipt and shall notify the State
18 Board of Education of its selection.

19 A hearing officer mutually selected by the parties,
20 selected by the board, or selected through an alternative
21 selection process under paragraph (4) of this subsection
22 (d) (A) must not be a resident of the school district, (B)
23 must be available to commence the hearing within 75 days
24 and conclude the hearing within 120 days after being
25 selected as the hearing officer, and (C) must issue a
26 decision as to whether the teacher must be dismissed and

1 give a copy of that decision to both the teacher and the
2 board within 30 days from the conclusion of the hearing or
3 closure of the record, whichever is later.

4 (4) In the alternative to selecting a hearing officer
5 from the list received from the State Board of Education or
6 accepting the appointment of a hearing officer by the State
7 Board of Education or if the State Board of Education
8 cannot provide a list or appoint a hearing officer that
9 meets the foregoing requirements, the board and the teacher
10 or their legal representatives may mutually agree to select
11 an impartial hearing officer who is not on the master list
12 either by direct appointment by the parties or by using
13 procedures for the appointment of an arbitrator
14 established by the Federal Mediation and Conciliation
15 Service or the American Arbitration Association. The
16 parties shall notify the State Board of Education of their
17 intent to select a hearing officer using an alternative
18 procedure within 3 business days of receipt of a list of
19 prospective hearing officers provided by the State Board of
20 Education, notice of appointment of a hearing officer by
21 the State Board of Education, or receipt of notice from the
22 State Board of Education that it cannot provide a list that
23 meets the foregoing requirements, whichever is later.

24 (5) If the notice of dismissal was sent to the teacher
25 before July 1, 2012, the fees and costs for the hearing
26 officer must be paid by the State Board of Education. If

1 the notice of dismissal was sent to the teacher on or after
2 July 1, 2012, the hearing officer's fees and costs must be
3 paid as follows in this paragraph (5). The fees and
4 permissible costs for the hearing officer must be
5 determined by the State Board of Education. If the board
6 and the teacher or their legal representatives mutually
7 agree to select an impartial hearing officer who is not on
8 a list received from the State Board of Education, they may
9 agree to supplement the fees determined by the State Board
10 to the hearing officer, at a rate consistent with the
11 hearing officer's published professional fees. If the
12 hearing officer is mutually selected by the parties, then
13 the board and the teacher or their legal representatives
14 shall each pay 50% of the fees and costs and any
15 supplemental allowance to which they agree. If the hearing
16 officer is selected by the board, then the board shall pay
17 100% of the hearing officer's fees and costs. The fees and
18 costs must be paid to the hearing officer within 14 days
19 after the board and the teacher or their legal
20 representatives receive the hearing officer's decision set
21 forth in paragraph (7) of this subsection (d).

22 (6) The teacher is required to answer the bill of
23 particulars and aver affirmative matters in his or her
24 defense, and the time for initially doing so and the time
25 for updating such answer and defenses after pre-hearing
26 discovery must be set by the hearing officer. The State

1 Board of Education shall promulgate rules so that each
2 party has a fair opportunity to present its case and to
3 ensure that the dismissal process proceeds in a fair and
4 expeditious manner. These rules shall address, without
5 limitation, discovery and hearing scheduling conferences;
6 the teacher's initial answer and affirmative defenses to
7 the bill of particulars and the updating of that
8 information after pre-hearing discovery; provision for
9 written interrogatories and requests for production of
10 documents; the requirement that each party initially
11 disclose to the other party and then update the disclosure
12 no later than 10 calendar days prior to the commencement of
13 the hearing, the names and addresses of persons who may be
14 called as witnesses at the hearing, a summary of the facts
15 or opinions each witness will testify to, and all other
16 documents and materials, including information maintained
17 electronically, relevant to its own as well as the other
18 party's case (the hearing officer may exclude witnesses and
19 exhibits not identified and shared, except those offered in
20 rebuttal for which the party could not reasonably have
21 anticipated prior to the hearing); pre-hearing discovery
22 and preparation, including provision for written
23 interrogatories and requests for production of documents,
24 provided that discovery depositions are prohibited; the
25 conduct of the hearing; the right of each party to be
26 represented by counsel, the offer of evidence and witnesses

1 and the cross-examination of witnesses; the authority of
2 the hearing officer to issue subpoenas and subpoenas duces
3 tecum, provided that the hearing officer may limit the
4 number of witnesses to be subpoenaed on behalf of each
5 party to no more than 7; the length of post-hearing briefs;
6 and the form, length, and content of hearing officers'
7 decisions. The hearing officer shall hold a hearing and
8 render a final decision for dismissal pursuant to Article
9 24A of this Code or shall report to the school board
10 findings of fact and a recommendation as to whether or not
11 the teacher must be dismissed for conduct. The hearing
12 officer shall commence the hearing within 75 days and
13 conclude the hearing within 120 days after being selected
14 as the hearing officer, provided that the hearing officer
15 may modify these timelines upon the showing of good cause
16 or mutual agreement of the parties. Good cause for the
17 purpose of this subsection (d) shall mean the illness or
18 otherwise unavoidable emergency of the teacher, district
19 representative, their legal representatives, the hearing
20 officer, or an essential witness as indicated in each
21 party's pre-hearing submission. In a dismissal hearing
22 pursuant to Article 24A of this Code, the hearing officer
23 shall consider and give weight to all of the teacher's
24 evaluations written pursuant to Article 24A that are
25 relevant to the issues in the hearing.

26 Each party shall have no more than 3 days to present

1 its case, unless extended by the hearing officer to enable
2 a party to present adequate evidence and testimony,
3 including due to the other party's cross-examination of the
4 party's witnesses, for good cause or by mutual agreement of
5 the parties. The State Board of Education shall define in
6 rules the meaning of "day" for such purposes. All testimony
7 at the hearing shall be taken under oath administered by
8 the hearing officer. The hearing officer shall cause a
9 record of the proceedings to be kept and shall employ a
10 competent reporter to take stenographic or stenotype notes
11 of all the testimony. The costs of the reporter's
12 attendance and services at the hearing shall be paid by the
13 party or parties who are responsible for paying the fees
14 and costs of the hearing officer. Either party desiring a
15 transcript of the hearing shall pay for the cost thereof.
16 Any post-hearing briefs must be submitted by the parties by
17 no later than 21 days after a party's receipt of the
18 transcript of the hearing, unless extended by the hearing
19 officer for good cause or by mutual agreement of the
20 parties.

21 (7) The hearing officer shall, within 30 days from the
22 conclusion of the hearing or closure of the record,
23 whichever is later, make a decision as to whether or not
24 the teacher shall be dismissed pursuant to Article 24A of
25 this Code or report to the school board findings of fact
26 and a recommendation as to whether or not the teacher shall

1 be dismissed for cause and shall give a copy of the
2 decision or findings of fact and recommendation to both the
3 teacher and the school board. If a hearing officer fails
4 without good cause, specifically provided in writing to
5 both parties and the State Board of Education, to render a
6 decision or findings of fact and recommendation within 30
7 days after the hearing is concluded or the record is
8 closed, whichever is later, the parties may mutually agree
9 to select a hearing officer pursuant to the alternative
10 procedure, as provided in this Section, to rehear the
11 charges heard by the hearing officer who failed to render a
12 decision or findings of fact and recommendation or to
13 review the record and render a decision. If any hearing
14 officer fails without good cause, specifically provided in
15 writing to both parties and the State Board of Education,
16 to render a decision or findings of fact and recommendation
17 within 30 days after the hearing is concluded or the record
18 is closed, whichever is later, the hearing officer shall be
19 removed from the master list of hearing officers maintained
20 by the State Board of Education for not more than 24
21 months. The parties and the State Board of Education may
22 also take such other actions as it deems appropriate,
23 including recovering, reducing, or withholding any fees
24 paid or to be paid to the hearing officer. If any hearing
25 officer repeats such failure, he or she must be permanently
26 removed from the master list maintained by the State Board

1 of Education and may not be selected by parties through the
2 alternative selection process under this paragraph (7) or
3 paragraph (4) of this subsection (d). The board shall not
4 lose jurisdiction to discharge a teacher if the hearing
5 officer fails to render a decision or findings of fact and
6 recommendation within the time specified in this Section.
7 If the decision of the hearing officer for dismissal
8 pursuant to Article 24A of this Code or of the school board
9 for dismissal for cause is in favor of the teacher, then
10 the hearing officer or school board shall order
11 reinstatement to the same or substantially equivalent
12 position and shall determine the amount for which the
13 school board is liable, including, but not limited to, loss
14 of income and benefits.

15 (8) The school board, within 45 days after receipt of
16 the hearing officer's findings of fact and recommendation
17 as to whether (i) the conduct at issue occurred, (ii) the
18 conduct that did occur was remediable, and (iii) the
19 proposed dismissal should be sustained, shall issue a
20 written order as to whether the teacher must be retained or
21 dismissed for cause from its employ. The school board's
22 written order shall incorporate the hearing officer's
23 findings of fact, except that the school board may modify
24 or supplement the findings of fact if, in its opinion, the
25 findings of fact are against the manifest weight of the
26 evidence.

1 If the school board dismisses the teacher
2 notwithstanding the hearing officer's findings of fact and
3 recommendation, the school board shall make a conclusion in
4 its written order, giving its reasons therefor, and such
5 conclusion and reasons must be included in its written
6 order. The failure of the school board to strictly adhere
7 to the timelines contained in this Section shall not render
8 it without jurisdiction to dismiss the teacher. The school
9 board shall not lose jurisdiction to discharge the teacher
10 for cause if the hearing officer fails to render a
11 recommendation within the time specified in this Section.
12 The decision of the school board is final, unless reviewed
13 as provided in paragraph (9) of this subsection (d).

14 If the school board retains the teacher, the school
15 board shall enter a written order stating the amount of
16 back pay and lost benefits, less mitigation, to be paid to
17 the teacher, within 45 days after its retention order.
18 Should the teacher object to the amount of the back pay and
19 lost benefits or amount mitigated, the teacher shall give
20 written objections to the amount within 21 days. If the
21 parties fail to reach resolution within 7 days, the dispute
22 shall be referred to the hearing officer, who shall
23 consider the school board's written order and teacher's
24 written objection and determine the amount to which the
25 school board is liable. The costs of the hearing officer's
26 review and determination must be paid by the board.

1 (9) The decision of the hearing officer pursuant to
2 Article 24A of this Code or of the school board's decision
3 to dismiss for cause is final unless reviewed as provided
4 in Section 24-16 of this Act. If the school board's
5 decision to dismiss for cause is contrary to the hearing
6 officer's recommendation, the court on review shall give
7 consideration to the school board's decision and its
8 supplemental findings of fact, if applicable, and the
9 hearing officer's findings of fact and recommendation in
10 making its decision. In the event such review is
11 instituted, the school board shall be responsible for
12 preparing and filing the record of proceedings, and such
13 costs associated therewith must be divided equally between
14 the parties.

15 (10) If a decision of the hearing officer for dismissal
16 pursuant to Article 24A of this Code or of the school board
17 for dismissal for cause is adjudicated upon review or
18 appeal in favor of the teacher, then the trial court shall
19 order reinstatement and shall remand the matter to the
20 school board with direction for entry of an order setting
21 the amount of back pay, lost benefits, and costs, less
22 mitigation. The teacher may challenge the school board's
23 order setting the amount of back pay, lost benefits, and
24 costs, less mitigation, through an expedited arbitration
25 procedure, with the costs of the arbitrator borne by the
26 school board.

1 Any teacher who is reinstated by any hearing or
2 adjudication brought under this Section shall be assigned
3 by the board to a position substantially similar to the one
4 which that teacher held prior to that teacher's suspension
5 or dismissal.

6 (11) Subject to any later effective date referenced in
7 this Section for a specific aspect of the dismissal
8 process, the changes made by Public Act 97-8 shall apply to
9 dismissals instituted on or after September 1, 2011. Any
10 dismissal instituted prior to September 1, 2011 must be
11 carried out in accordance with the requirements of this
12 Section prior to amendment by Public Act 97-8.

13 (e) Nothing contained in this amendatory Act of the 98th
14 General Assembly repeals, supersedes, invalidates, or
15 nullifies final decisions in lawsuits pending on the effective
16 date of this amendatory Act of the 98th General Assembly in
17 Illinois courts involving the interpretation of Public Act
18 97-8.

19 (Source: P.A. 98-513, eff. 1-1-14; 98-648, eff. 7-1-14; 99-78,
20 eff. 7-20-15.)

21 (105 ILCS 5/24-16.5)

22 Sec. 24-16.5. Optional alternative evaluative dismissal
23 process for PERA evaluations.

24 (a) As used in this Section:

25 "Applicable hearing requirements" means (i) for any school

1 district having less than 500,000 inhabitants or a program of a
2 special education joint agreement, those procedures and
3 requirements relating to a teacher's request for a hearing,
4 selection of a hearing officer, pre-hearing and hearing
5 procedures, and post-hearing briefs set forth in paragraphs (1)
6 through (6) of subsection (d) of Section 24-12 of this Code or
7 (ii) for a school district having 500,000 inhabitants or more,
8 those procedures and requirements relating to a teacher's
9 request for a hearing, selection of a hearing officer,
10 pre-hearing and hearing procedures, and post-hearing briefs
11 set forth in paragraphs (1) through (5) of subsection (a) of
12 Section 34-85 of this Code.

13 "Board" means, for a school district having less than
14 500,000 inhabitants or a program of a special education joint
15 agreement, the board of directors, board of education, or board
16 of school inspectors, as the case may be. For a school district
17 having 500,000 inhabitants or more, "board" means the Chicago
18 Board of Education.

19 "Evaluator" means an evaluator, as defined in Section
20 24A-2.5 of this Code, who has successfully completed the
21 pre-qualification program described in subsection (b) of
22 Section 24A-3 of this Code.

23 "PERA-trained board member" means a member of a board that
24 has completed a training program on PERA evaluations either
25 administered or approved by the State Board of Education.

26 "PERA evaluation" means a performance evaluation of a

1 teacher after the implementation date of an evaluation system
2 for teachers, as specified by Section 24A-2.5 of this Code,
3 using a performance evaluation instrument and process that
4 meets the minimum requirements for teacher evaluation
5 instruments and processes set forth in rules adopted by the
6 State Board of Education to implement Public Act 96-861.

7 "Remediation" means the remediation plan, mid-point and
8 final evaluations, and related processes and requirements set
9 forth in subdivisions (i), (j), and (k) of Section 24A-5 of
10 this Code.

11 "School district" means a school district or a program of a
12 special education joint agreement.

13 "Second evaluator" means an evaluator who either conducts
14 the mid-point and final remediation evaluation or conducts an
15 independent assessment of whether the teacher completed the
16 remediation plan with a rating equal to or better than a
17 "Proficient" rating or, on and after September 1, 2018, equal
18 to an "effective" rating, all in accordance with subdivision
19 (c) of this Section.

20 "Student growth components" means the components of a
21 performance evaluation plan described in subdivision (c) of
22 Section 24A-5 of this Code, as may be supplemented by
23 administrative rules adopted by the State Board of Education.

24 "Teacher practice components" means the components of a
25 performance evaluation plan described in subdivisions (a) and
26 (b) of Section 24A-5 of this Code, as may be supplemented by

1 administrative rules adopted by the State Board of Education.

2 "Teacher representatives" means the exclusive bargaining
3 representative of a school district's teachers or, if no
4 exclusive bargaining representatives exists, a representative
5 committee selected by teachers.

6 (b) This Section applies to all school districts, including
7 those having 500,000 or more inhabitants. The optional
8 dismissal process set forth in this Section is an alternative
9 to those set forth in Sections 24-12 and 34-85 of this Code.
10 Nothing in this Section is intended to change the existing
11 practices or precedents under Section 24-12 or 34-85 of this
12 Code, nor shall this Section be interpreted as implying
13 standards and procedures that should or must be used as part of
14 a remediation that precedes a dismissal sought under Section
15 24-12 or 34-85 of this Code.

16 A board may dismiss a teacher who has entered upon
17 contractual continued service under this Section if the
18 following are met:

19 (1) the cause of dismissal is that the teacher has
20 failed to complete a remediation plan with a rating equal
21 to or better than a "Proficient" or, on and after September
22 1, 2018, "effective" rating;

23 (2) the "Unsatisfactory" or, on and after September 1,
24 2018, "ineffective" performance evaluation rating that
25 preceded remediation resulted from a PERA evaluation; and

26 (3) the school district has complied with subsection

1 (c) of this Section.

2 A school district may not, through agreement with a teacher
3 or its teacher representatives, waive its right to dismiss a
4 teacher under this Section.

5 (c) Each school district electing to use the dismissal
6 process set forth in this Section must comply with the
7 pre-remediation and remediation activities and requirements
8 set forth in this subsection (c).

9 (1) Before a school district's first remediation
10 relating to a dismissal under this Section, the school
11 district must create and establish a list of at least 2
12 evaluators who will be available to serve as second
13 evaluators under this Section. The school district shall
14 provide its teacher representatives with an opportunity to
15 submit additional names of teacher evaluators who will be
16 available to serve as second evaluators and who will be
17 added to the list created and established by the school
18 district, provided that, unless otherwise agreed to by the
19 school district, the teacher representatives may not
20 submit more teacher evaluators for inclusion on the list
21 than the number of evaluators submitted by the school
22 district. Each teacher evaluator must either have (i)
23 National Board of Professional Teaching Standards
24 certification, with no "Unsatisfactory" or "Needs
25 Improvement" or, on and after September 1, 2018,
26 "ineffective" performance evaluating ratings in his or her

1 2 most recent performance evaluation ratings; or (ii)
2 "Excellent" or, on and after September 1, 2018, "effective"
3 performance evaluation ratings in 2 of his or her 3 most
4 recent performance evaluations, with no "Needs
5 Improvement" or "Unsatisfactory" or, on and after
6 September 1, 2018, "ineffective" performance evaluation
7 ratings in his or her last 3 ratings. If the teacher
8 representatives do not submit a list of teacher evaluators
9 within 21 days after the school district's request, the
10 school district may proceed with a remediation using a list
11 that includes only the school district's selections.
12 Either the school district or the teacher representatives
13 may revise or add to their selections for the list at any
14 time with notice to the other party, subject to the
15 limitations set forth in this paragraph (1).

16 (2) Before a school district's first remediation
17 relating to a dismissal under this Section, the school
18 district shall, in good faith cooperation with its teacher
19 representatives, establish a process for the selection of a
20 second evaluator from the list created pursuant to
21 paragraph (1) of this subsection (c). Such process may be
22 amended at any time in good faith cooperation with the
23 teacher representatives. If the teacher representatives
24 are given an opportunity to cooperate with the school
25 district and elect not to do so, the school district may,
26 at its discretion, establish or amend the process for

1 selection. Before the hearing officer and as part of any
2 judicial review of a dismissal under this Section, a
3 teacher may not challenge a remediation or dismissal on the
4 grounds that the process used by the school district to
5 select a second evaluator was not established in good faith
6 cooperation with its teacher representatives.

7 (3) For each remediation preceding a dismissal under
8 this Section, the school district shall select a second
9 evaluator from the list of second evaluators created
10 pursuant to paragraph (1) of this subsection (c), using the
11 selection process established pursuant to paragraph (2) of
12 this subsection (c). The selected second evaluator may not
13 be the same individual who determined the teacher's
14 "Unsatisfactory" or, on and after September 1, 2018,
15 "ineffective" performance evaluation rating preceding
16 remediation, and, if the second evaluator is an
17 administrator, may not be a direct report to the individual
18 who determined the teacher's "Unsatisfactory" or, on and
19 after September 1, 2018, "ineffective" performance
20 evaluation rating preceding remediation. The school
21 district's authority to select a second evaluator from the
22 list of second evaluators must not be delegated or limited
23 through any agreement with the teacher representatives,
24 provided that nothing shall prohibit a school district and
25 its teacher representatives from agreeing to a formal peer
26 evaluation process as permitted under Article 24A of this

1 Code that could be used to meet the requirements for the
2 selection of second evaluators under this subsection (c).

3 (4) The second evaluator selected pursuant to
4 paragraph (3) of this subsection (c) must either (i)
5 conduct the mid-point and final evaluation during
6 remediation or (ii) conduct an independent assessment of
7 whether the teacher completed the remediation plan with a
8 rating equal to or better than a "Proficient" or, on and
9 after September 1, 2018, "effective" rating, which
10 independent assessment shall include, but is not limited
11 to, personal or video-recorded observations of the teacher
12 that relate to the teacher practice components of the
13 remediation plan. Nothing in this subsection (c) shall be
14 construed to limit or preclude the participation of the
15 evaluator who rated a teacher as "Unsatisfactory" or, on
16 and after September 1, 2018, "ineffective" in remediation.

17 (d) To institute a dismissal proceeding under this Section,
18 the board must first provide written notice to the teacher
19 within 30 days after the completion of the final remediation
20 evaluation. The notice shall comply with the applicable hearing
21 requirements and, in addition, must specify that dismissal is
22 sought under this Section and include a copy of each
23 performance evaluation relating to the scope of the hearing as
24 described in this subsection (d).

25 The applicable hearing requirements shall apply to the
26 teacher's request for a hearing, the selection and

1 qualifications of the hearing officer, and pre-hearing and
2 hearing procedures, except that all of the following must be
3 met:

4 (1) The hearing officer must, in addition to meeting
5 the qualifications set forth in the applicable hearing
6 requirements, have successfully completed the
7 pre-qualification program described in subsection (b) of
8 Section 24A-3 of this Code, unless the State Board of
9 Education waives this requirement to provide an adequate
10 pool of hearing officers for consideration.

11 (2) The scope of the hearing must be limited as
12 follows:

13 (A) The school district must demonstrate the
14 following:

15 (i) that the "Unsatisfactory" or, on and after
16 September 1, 2018, "ineffective" performance
17 evaluation rating that preceded remediation
18 applied the teacher practice components and
19 student growth components and determined an
20 overall evaluation rating of "Unsatisfactory" or,
21 on and after September 1, 2018, "ineffective" in
22 accordance with the standards and requirements of
23 the school district's evaluation plan;

24 (ii) that the remediation plan complied with
25 the requirements of Section 24A-5 of this Code;

26 (iii) that the teacher failed to complete the

1 remediation plan with a performance evaluation
2 rating equal to or better than a "Proficient" or,
3 on and after September 1, 2018, "effective"
4 rating, based upon a final remediation evaluation
5 meeting the applicable standards and requirements
6 of the school district's evaluation plan; and

7 (iv) that if the second evaluator selected
8 pursuant to paragraph (3) of subsection (c) of this
9 Section does not conduct the mid-point and final
10 evaluation and makes an independent assessment
11 that the teacher completed the remediation plan
12 with a rating equal to or better than a
13 "Proficient" or, on and after September 1, 2018,
14 "effective" rating, the school district must
15 demonstrate that the final remediation evaluation
16 is a more valid assessment of the teacher's
17 performance than the assessment made by the second
18 evaluator.

19 (B) The teacher may only challenge the substantive
20 and procedural aspects of (i) the "Unsatisfactory" or,
21 on and after September 1, 2018, "ineffective"
22 performance evaluation rating that led to the
23 remediation, (ii) the remediation plan, and (iii) the
24 final remediation evaluation. To the extent the
25 teacher challenges procedural aspects, including any
26 in applicable collective bargaining agreement

1 provisions, of a relevant performance evaluation
2 rating or the remediation plan, the teacher must
3 demonstrate how an alleged procedural defect
4 materially affected the teacher's ability to
5 demonstrate a level of performance necessary to avoid
6 remediation or dismissal or successfully complete the
7 remediation plan. Without any such material effect, a
8 procedural defect shall not impact the assessment by
9 the hearing officer, board, or reviewing court of the
10 validity of a performance evaluation or a remediation
11 plan.

12 (C) The hearing officer shall only consider and
13 give weight to performance evaluations relevant to the
14 scope of the hearing as described in clauses (A) and
15 (B) of this subdivision (2).

16 (3) Each party shall be given only 2 days to present
17 evidence and testimony relating to the scope of the
18 hearing, unless a longer period is mutually agreed to by
19 the parties or deemed necessary by the hearing officer to
20 enable a party to present adequate evidence and testimony
21 to address the scope of the hearing, including due to the
22 other party's cross-examination of the party's witnesses.

23 (e) The provisions of Sections 24-12 and 34-85 pertaining
24 to the decision or recommendation of the hearing officer do not
25 apply to dismissal proceedings under this Section. For any
26 dismissal proceedings under this Section, the hearing officer

1 shall not issue a decision, and shall issue only findings of
2 fact and a recommendation, including the reasons therefor, to
3 the board to either retain or dismiss the teacher and shall
4 give a copy of the report to both the teacher and the
5 superintendent of the school district. The hearing officer's
6 findings of fact and recommendation must be issued within 30
7 days from the close of the record of the hearing.

8 The State Board of Education shall adopt rules regarding
9 the length of the hearing officer's findings of fact and
10 recommendation. If a hearing officer fails without good cause,
11 specifically provided in writing to both parties and the State
12 Board of Education, to render a recommendation within 30 days
13 after the hearing is concluded or the record is closed,
14 whichever is later, the parties may mutually agree to select a
15 hearing officer pursuant to the alternative procedure, as
16 provided in Section 24-12 or 34-85, to rehear the charges heard
17 by the hearing officer who failed to render a recommendation or
18 to review the record and render a recommendation. If any
19 hearing officer fails without good cause, specifically
20 provided in writing to both parties and the State Board of
21 Education, to render a recommendation within 30 days after the
22 hearing is concluded or the record is closed, whichever is
23 later, the hearing officer shall be removed from the master
24 list of hearing officers maintained by the State Board of
25 Education for not more than 24 months. The parties and the
26 State Board of Education may also take such other actions as it

1 deems appropriate, including recovering, reducing, or
2 withholding any fees paid or to be paid to the hearing officer.
3 If any hearing officer repeats such failure, he or she shall be
4 permanently removed from the master list of hearing officers
5 maintained by the State Board of Education.

6 (f) The board, within 45 days after receipt of the hearing
7 officer's findings of fact and recommendation, shall decide,
8 through adoption of a written order, whether the teacher must
9 be dismissed from its employ or retained, provided that only
10 PERA-trained board members may participate in the vote with
11 respect to the decision.

12 If the board dismisses the teacher notwithstanding the
13 hearing officer's recommendation of retention, the board shall
14 make a conclusion, giving its reasons therefor, and such
15 conclusion and reasons must be included in its written order.
16 The failure of the board to strictly adhere to the timelines
17 contained in this Section does not render it without
18 jurisdiction to dismiss the teacher. The board shall not lose
19 jurisdiction to discharge the teacher if the hearing officer
20 fails to render a recommendation within the time specified in
21 this Section. The decision of the board is final, unless
22 reviewed as provided in subsection (g) of this Section.

23 If the board retains the teacher, the board shall enter a
24 written order stating the amount of back pay and lost benefits,
25 less mitigation, to be paid to the teacher, within 45 days of
26 its retention order.

1 (g) A teacher dismissed under this Section may apply for
2 and obtain judicial review of a decision of the board in
3 accordance with the provisions of the Administrative Review
4 Law, except as follows:

5 (1) for a teacher dismissed by a school district having
6 500,000 inhabitants or more, such judicial review must be
7 taken directly to the appellate court of the judicial
8 district in which the board maintains its primary
9 administrative office, and any direct appeal to the
10 appellate court must be filed within 35 days from the date
11 that a copy of the decision sought to be reviewed was
12 served upon the teacher;

13 (2) for a teacher dismissed by a school district having
14 less than 500,000 inhabitants after the hearing officer
15 recommended dismissal, such judicial review must be taken
16 directly to the appellate court of the judicial district in
17 which the board maintains its primary administrative
18 office, and any direct appeal to the appellate court must
19 be filed within 35 days from the date that a copy of the
20 decision sought to be reviewed was served upon the teacher;
21 and

22 (3) for all school districts, if the hearing officer
23 recommended dismissal, the decision of the board may be
24 reversed only if it is found to be arbitrary, capricious,
25 an abuse of discretion, or not in accordance with law.

26 In the event judicial review is instituted by a teacher,

1 any costs of preparing and filing the record of proceedings
2 must be paid by the teacher. If a decision of the board is
3 adjudicated upon judicial review in favor of the teacher, then
4 the court shall remand the matter to the board with direction
5 for entry of an order setting the amount of back pay, lost
6 benefits, and costs, less mitigation. The teacher may challenge
7 the board's order setting the amount of back pay, lost
8 benefits, and costs, less mitigation, through an expedited
9 arbitration procedure with the costs of the arbitrator borne by
10 the board.

11 (Source: P.A. 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.)

12 (105 ILCS 5/24A-4) (from Ch. 122, par. 24A-4)

13 Sec. 24A-4. Development of evaluation plan.

14 (a) As used in this and the succeeding Sections, "teacher"
15 means any and all school district employees regularly required
16 to be certified under laws relating to the certification of
17 teachers. Each school district shall develop, in cooperation
18 with its teachers or, where applicable, the exclusive
19 bargaining representatives of its teachers, an evaluation plan
20 for all teachers.

21 (b) By no later than the applicable implementation date,
22 each school district ~~may shall~~, in good faith cooperation with
23 its teachers or, where applicable, the exclusive bargaining
24 representatives of its teachers, incorporate the use of data
25 and indicators on student growth as a significant factor in

1 rating teaching performance, into its evaluation plan for all
2 teachers, both those teachers in contractual continued service
3 and those teachers not in contractual continued service. The
4 plan may ~~shall at least~~ meet the standards and requirements for
5 student growth and teacher evaluation established under
6 Section 24A-7, and specifically describe how student growth
7 data and indicators will be used as part of the evaluation
8 process, how this information will relate to evaluation
9 standards, the assessments or other indicators of student
10 performance that will be used in measuring student growth and
11 the weight that each will have, the methodology that will be
12 used to measure student growth, and the criteria other than
13 student growth that will be used in evaluating the teacher and
14 the weight that each will have.

15 To incorporate the use of data and indicators of student
16 growth as a significant factor in rating teacher performance
17 into the evaluation plan, the district shall use a joint
18 committee composed of equal representation selected by the
19 district and its teachers or, where applicable, the exclusive
20 bargaining representative of its teachers. If, within 180
21 calendar days of the committee's first meeting, the committee
22 does not reach agreement on the plan, then the district shall
23 implement the model evaluation plan established under Section
24 24A-7 with respect to the use of data and indicators on student
25 growth as a significant factor in rating teacher performance.
26 The Open Meetings Act does not apply to a joint Committee as

1 provided in Section 18 of the Illinois Educational Labor
2 Relations Act.

3 Nothing in this subsection (b) shall make decisions on the
4 use of data and indicators on student growth as a significant
5 factor in rating teaching performance mandatory subjects of
6 bargaining under the Illinois Educational Labor Relations Act
7 that are not currently mandatory subjects of bargaining under
8 the Act.

9 (c) Notwithstanding anything to the contrary in subsection
10 (b) of this Section, if the joint committee referred to in that
11 subsection does not reach agreement on the plan within 90
12 calendar days after the committee's first meeting, a school
13 district having 500,000 or more inhabitants shall not be
14 required to implement any aspect of the model evaluation plan
15 and may implement its last best proposal.

16 (d) The use of data and indicators for student growth shall
17 cease to be a requirement of teacher evaluations beginning no
18 later than the 2018-2019 school year or sooner if the school
19 district and its teachers or, if applicable, the exclusive
20 bargaining representative of its teachers agree. Continued use
21 of student growth measures in the 2018-2019 school year and any
22 subsequent school years must be agreed to by both the district
23 and the teachers or, if applicable, the exclusive bargaining
24 representative of its teachers. Beginning the first school year
25 following the effective date of this amendatory Act of the
26 100th General Assembly, the joint committee referred to in

1 subsection (b) of this Section shall meet no less than one time
2 annually to assess and review the effectiveness of the
3 district's evaluation plan for the purposes of continuous
4 improvement of instruction and evaluation practices. On or
5 after September 1, 2018, this joint committee shall develop
6 differentiated professional development opportunities based on
7 the outcomes of the district's evaluation plan. Professional
8 development opportunities shall take into account on-going
9 professional responsibilities, including regular teaching
10 assignments, and include supports and resources the district is
11 to provide to strengthen the district's instructional program.
12 Nothing in Section 24A-5 of this Code prevents the district and
13 its teachers or, if applicable, the exclusive bargaining
14 representative of its teachers from establishing additional
15 rating categories for school district professional development
16 purposes.

17 (Source: P.A. 95-510, eff. 8-28-07; 96-861, eff. 1-15-10;
18 96-1423, eff. 8-3-10.)

19 (105 ILCS 5/24A-5) (from Ch. 122, par. 24A-5)

20 Sec. 24A-5. Content of evaluation plans. This Section does
21 not apply to teachers assigned to schools identified in an
22 agreement entered into between the board of a school district
23 operating under Article 34 of this Code and the exclusive
24 representative of the district's teachers in accordance with
25 Section 34-85c of this Code.

1 Each school district to which this Article applies shall
2 establish a teacher evaluation plan which ensures that each
3 teacher in contractual continued service is evaluated at least
4 once in the course of every 2 school years.

5 By no later than September 1, 2012, each school district
6 shall establish a teacher evaluation plan that ensures that:

7 (1) each teacher not in contractual continued service
8 is evaluated at least once every school year; and

9 (2) each teacher in contractual continued service is
10 evaluated at least once in the course of every 2 school
11 years. However, any teacher in contractual continued
12 service whose performance is rated as ~~either "needs~~
13 ~~improvement" or "unsatisfactory"~~ or, on or after September
14 1, 2018, "ineffective" must be evaluated at least once in
15 the school year following the receipt of such rating.

16 Notwithstanding anything to the contrary in this Section or
17 any other Section of the School Code, a principal shall not be
18 prohibited from evaluating any teachers within a school during
19 his or her first year as principal of such school. If a
20 first-year principal exercises this option in a school district
21 where the evaluation plan provides for a teacher in contractual
22 continued service to be evaluated once in the course of every 2
23 school years, then a new 2-year evaluation plan must be
24 established.

25 The evaluation plan shall comply with the requirements of
26 this Section and of any rules adopted by the State Board of

1 Education pursuant to this Section.

2 The plan shall include a description of each teacher's
3 duties and responsibilities and of the standards to which that
4 teacher is expected to conform, and shall include at least the
5 following components:

6 (a) personal observation of the teacher in the
7 classroom by the evaluator, unless the teacher has no
8 classroom duties.

9 (b) consideration of the teacher's attendance,
10 planning, instructional methods, classroom management,
11 where relevant, and competency in the subject matter
12 taught.

13 (c) by no later than the applicable implementation
14 date, consideration of student growth may be ~~as~~ a
15 significant factor in the rating of the teacher's
16 performance.

17 (d) prior to September 1, 2012, rating of the
18 performance of teachers in contractual continued service
19 as either:

20 (i) "excellent", "satisfactory" or
21 "unsatisfactory"; or

22 (ii) "excellent", "proficient", "needs
23 improvement" or "unsatisfactory".

24 (e) on and after September 1, 2018 ~~2012~~, rating of the
25 performance of all teachers as "excellent", "proficient",
26 or "needs improvement" shall be considered "effective" and

1 rating of the performance of all teachers as ~~or~~
2 "unsatisfactory" shall be considered "ineffective".

3 (f) specification as to the teacher's strengths and
4 weaknesses, with supporting reasons for the comments made.

5 (g) inclusion of a copy of the evaluation in the
6 teacher's personnel file and provision of a copy to the
7 teacher.

8 (h) prior to September 1, 2018, within 30 school days
9 after the completion of an evaluation rating a teacher in
10 contractual continued service as "needs improvement",
11 development by the evaluator, in consultation with the
12 teacher, and taking into account the teacher's on-going
13 professional responsibilities including his or her regular
14 teaching assignments, of a professional development plan
15 directed to the areas that need improvement and any
16 supports that the district will provide to address the
17 areas identified as needing improvement.

18 (i) within 30 school days after completion of an
19 evaluation rating a teacher in contractual continued
20 service as "unsatisfactory" or, on or after September 1,
21 2018, "ineffective", development and commencement by the
22 district of a remediation plan designed to correct
23 deficiencies cited, provided the deficiencies are deemed
24 remediable. In all school districts the remediation plan
25 for unsatisfactory, tenured teachers shall provide for 90
26 school days of remediation within the classroom, unless an

1 applicable collective bargaining agreement provides for a
2 shorter duration. In all school districts evaluations
3 issued pursuant to this Section shall be issued within 10
4 days after the conclusion of the respective remediation
5 plan. However, the school board or other governing
6 authority of the district shall not lose jurisdiction to
7 discharge a teacher in the event the evaluation is not
8 issued within 10 days after the conclusion of the
9 respective remediation plan.

10 (j) participation in the remediation plan by the
11 teacher in contractual continued service rated
12 "unsatisfactory" or, on or after September 1, 2018,
13 "ineffective", an evaluator, and a consulting teacher
14 selected by the evaluator of the teacher who was rated
15 "unsatisfactory" or, on or after September 1, 2018,
16 "ineffective". The criteria for a ~~which~~ consulting teacher
17 shall include, but not be limited to, being ~~is~~ an
18 educational employee as defined in the Educational Labor
19 Relations Act, having ~~has~~ at least 5 years' teaching
20 experience, and a reasonable familiarity with the
21 assignment of the teacher being evaluated, and having ~~who~~
22 received an "excellent" rating or, on or after September 1,
23 2018, an "effective" rating on his or her most recent
24 evaluation. Where no teachers who meet these criteria are
25 available within the district, the district shall request
26 and the applicable regional office of education shall

1 supply, to participate in the remediation process, an
2 individual who meets these criteria.

3 In a district having a population of less than 500,000
4 with an exclusive bargaining agent, the bargaining agent
5 may, if it so chooses, supply a roster of qualified
6 teachers from whom the consulting teacher is to be
7 selected. That roster shall, however, contain the names of
8 at least 5 teachers, each of whom meets the criteria for
9 consulting teacher with regard to the teacher being
10 evaluated, or the names of all teachers so qualified if
11 that number is less than 5. The district, in consultation
12 with the joint committee referred to in subsection (b) of
13 Section 24A-4 of this Code, shall select the consulting
14 teacher from this roster. In the event of a dispute as to
15 qualification, the State Board shall determine
16 qualification.

17 (k) a mid-point and final evaluation by an evaluator
18 during and at the end of the remediation period,
19 immediately following receipt of a remediation plan
20 provided for under subsections (i) and (j) of this Section.
21 Each evaluation shall assess the teacher's performance
22 during the time period since the prior evaluation; provided
23 that the last evaluation shall also include an overall
24 evaluation of the teacher's performance during the
25 remediation period. A written copy of the evaluations and
26 ratings, in which any deficiencies in performance and

1 recommendations for correction are identified, shall be
2 provided to and discussed with the teacher within 10 school
3 days after the date of the evaluation, unless an applicable
4 collective bargaining agreement provides to the contrary.
5 These subsequent evaluations shall be conducted by an
6 evaluator. The consulting teacher shall provide advice to
7 the teacher rated "unsatisfactory" or, on or after
8 September 1, 2018, "ineffective" on how to improve teaching
9 skills and to successfully complete the remediation plan.
10 The consulting teacher shall participate in developing the
11 remediation plan, but the final decision as to the
12 evaluation shall be done solely by the evaluator, unless an
13 applicable collective bargaining agreement provides to the
14 contrary. Evaluations at the conclusion of the remediation
15 process shall be separate and distinct from the required
16 annual evaluations of teachers and shall not be subject to
17 the guidelines and procedures relating to those annual
18 evaluations. The evaluator may but is not required to use
19 the forms provided for the annual evaluation of teachers in
20 the district's evaluation plan.

21 (1) reinstatement to the evaluation schedule set forth
22 in the district's evaluation plan for any teacher in
23 contractual continued service who achieves a rating equal
24 to or better than "satisfactory" or "proficient" in the
25 school year following a rating of "needs improvement" or,
26 on or after September 1, 2018, "effective" or

1 "unsatisfactory" or, on or after September 1, 2018,
2 "ineffective".

3 (m) dismissal in accordance with subsection (d) of
4 Section 24-12 or Section 24-16.5 or 34-85 of this Code of
5 any teacher who fails to complete any applicable
6 remediation plan with a rating equal to or better than a
7 "satisfactory" or "proficient" or, on or after September 1,
8 2018, "effective" rating. Districts and teachers subject
9 to dismissal hearings are precluded from compelling the
10 testimony of consulting teachers at such hearings under
11 subsection (d) of Section 24-12 or Section 24-16.5 or 34-85
12 of this Code, either as to the rating process or for
13 opinions of performances by teachers under remediation.

14 (n) After the implementation date of an evaluation
15 system for teachers in a district as specified in Section
16 24A-2.5 of this Code, if a teacher in contractual continued
17 service successfully completes a remediation plan
18 following a rating of "unsatisfactory" or, on or after
19 September 1, 2018, "ineffective" in an annual or biennial
20 overall performance evaluation received after the
21 foregoing implementation date and receives a subsequent
22 rating of "unsatisfactory" or, on or after September 1,
23 2018, "ineffective" in any of the teacher's annual or
24 biennial overall performance evaluation ratings received
25 during the 36-month period following the teacher's
26 completion of the remediation plan, then the school

1 district may forego remediation and seek dismissal in
2 accordance with subsection (d) of Section 24-12 or Section
3 34-85 of this Code.

4 Nothing in this Section or Section 24A-4 shall be construed
5 as preventing immediate dismissal of a teacher for deficiencies
6 which are deemed irreparable or for actions which are
7 injurious to or endanger the health or person of students in
8 the classroom or school, or preventing the dismissal or
9 non-renewal of teachers not in contractual continued service
10 for any reason not prohibited by applicable employment, labor,
11 and civil rights laws. Failure to strictly comply with the time
12 requirements contained in Section 24A-5 shall not invalidate
13 the results of the remediation plan.

14 Nothing contained in this amendatory Act of the 98th
15 General Assembly repeals, supersedes, invalidates, or
16 nullifies final decisions in lawsuits pending on the effective
17 date of this amendatory Act of the 98th General Assembly in
18 Illinois courts involving the interpretation of Public Act
19 97-8.

20 (Source: P.A. 97-8, eff. 6-13-11; 98-470, eff. 8-16-13; 98-648,
21 eff. 7-1-14.)

22 (105 ILCS 5/24A-5.5 new)

23 Sec. 24A-5.5. Local appeal process for ineffective
24 ratings. Beginning with for the first school year following the
25 effective date of this amendatory Act of the 100th General

1 Assembly, each school district shall, in good faith cooperation
2 with its teachers or, if applicable, through good faith
3 bargaining with the exclusive bargaining representative of its
4 teachers develop and implement an appeals process for
5 "ineffective" ratings that includes, but is not limited to, an
6 assessment of the original rating by a panel of qualified
7 evaluators agreed to by the joint committee referred to in
8 subsection (b) of Section 24A-4 of this Code and that has the
9 power to reevaluate and re-rate a teacher who appeals. The
10 joint committee shall determine the criteria for successful
11 appeals.

12 (105 ILCS 5/24A-7) (from Ch. 122, par. 24A-7)

13 Sec. 24A-7. Rules. The State Board of Education is
14 authorized to adopt such rules as are deemed necessary to
15 implement and accomplish the purposes and provisions of this
16 Article, including, but not limited to, rules (i) relating to
17 the methods for measuring student growth (including, but not
18 limited to, limitations on the age of useable data; the amount
19 of data needed to reliably and validly measure growth for the
20 purpose of teacher and principal evaluations; and whether and
21 at what time annual State assessments may be used as one of
22 multiple measures of student growth), (ii) defining the term
23 "significant factor" for purposes of including consideration
24 of student growth in performance ratings, (iii) controlling for
25 such factors as student characteristics (including, but not

1 limited to, students receiving special education and English
2 Language Learner services), student attendance, and student
3 mobility so as to best measure the impact that a teacher,
4 principal, school and school district has on students' academic
5 achievement, (iv) establishing minimum requirements for
6 district teacher and principal evaluation instruments and
7 procedures, and (v) establishing a model evaluation plan for
8 use by school districts ~~in which student growth shall comprise~~
9 ~~50% of the performance rating. Notwithstanding any provision in~~
10 ~~this Section, such rules shall not preclude a school district~~
11 ~~having 500,000 or more inhabitants from using an annual State~~
12 ~~assessment as the sole measure of student growth for purposes~~
13 ~~of teacher or principal evaluations.~~

14 The rules shall be developed through a process involving
15 collaboration with a Performance Evaluation Advisory Council,
16 which shall be convened and staffed by the State Board of
17 Education. Members of the Council shall be selected by the
18 State Superintendent and include, without limitation,
19 representatives of teacher unions and school district
20 management, persons with expertise in performance evaluation
21 processes and systems, as well as other stakeholders. The
22 Performance Evaluation Advisory Council shall meet at least
23 quarterly following the effective date of this amendatory Act
24 of the 96th General Assembly until June 30, 2017.

25 Prior to the applicable implementation date, these rules
26 shall not apply to teachers assigned to schools identified in

1 an agreement entered into between the board of a school
2 district operating under Article 34 of this Code and the
3 exclusive representative of the district's teachers in
4 accordance with Section 34-85c of this Code.

5 (Source: P.A. 95-510, eff. 8-28-07; 96-861, eff. 1-15-10;
6 96-1423, eff. 8-3-10.)

7 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

8 Sec. 34-84. Appointments and promotions of teachers.

9 Appointments and promotions of teachers shall be made for merit
10 only, and after satisfactory service for a probationary period
11 of 3 years with respect to probationary employees employed as
12 full-time teachers in the public school system of the district
13 before January 1, 1998 and 4 years with respect to probationary
14 employees who are first employed as full-time teachers in the
15 public school system of the district on or after January 1,
16 1998, during which period the board may dismiss or discharge
17 any such probationary employee upon the recommendation,
18 accompanied by the written reasons therefor, of the general
19 superintendent of schools and after which period appointments
20 of teachers shall become permanent, subject to removal for
21 cause in the manner provided by Section 34-85.

22 ~~For a probationary appointed teacher in full-time service~~
23 ~~who is appointed on or after July 1, 2013 and who receives~~
24 ~~ratings of "excellent" during his or her first 3 school terms~~
25 ~~of full-time service, the probationary period shall be 3 school~~

1 ~~terms of full-time service.~~ For a probationary-appointed
2 teacher in full-time service who is appointed on or after July
3 1, 2013 and who had previously entered into contractual
4 continued service in another school district in this State or a
5 program of a special education joint agreement in this State,
6 as defined in Section 24-11 of this Code, the probationary
7 period shall be 2 school terms of full-time service, provided
8 that (i) the teacher voluntarily resigned or was honorably
9 dismissed from the prior district or program within the 3-month
10 period preceding his or her appointment date, (ii) the
11 teacher's last 2 ratings in the prior district or program were
12 at least "proficient" or, on or after September 1, 2018,
13 "effective" and were issued after the prior district's or
14 program's PERA implementation date, as defined in Section 24-11
15 of this Code, and (iii) the teacher receives ratings of
16 "excellent" or, on or after September 1, 2018, "effective"
17 during his or her first 2 school terms of full-time service.

18 For a probationary-appointed teacher in full-time service
19 who is appointed on or after July 1, 2013 and who has not
20 entered into contractual continued service after 2 or 3 school
21 terms of full-time service as provided in this Section, the
22 probationary period shall be 4 school terms of full-time
23 service, provided that the teacher receives a rating of at
24 least "proficient" or, on or after September 1, 2018,
25 "effective" in the last school term and a rating of at least
26 "proficient" or, on or after September 1, 2018, "effective" in

1 either the second or third school term.

2 As used in this Section, "school term" means the school
3 term established by the board pursuant to Section 10-19 of this
4 Code, and "full-time service" means the teacher has actually
5 worked at least 150 days during the school term. As used in
6 this Article, "teachers" means and includes all members of the
7 teaching force excluding the general superintendent and
8 principals.

9 There shall be no reduction in teachers because of a
10 decrease in student membership or a change in subject
11 requirements within the attendance center organization after
12 the 20th day following the first day of the school year, except
13 that: (1) this provision shall not apply to desegregation
14 positions, special education positions, or any other positions
15 funded by State or federal categorical funds, and (2) at
16 attendance centers maintaining any of grades 9 through 12,
17 there may be a second reduction in teachers on the first day of
18 the second semester of the regular school term because of a
19 decrease in student membership or a change in subject
20 requirements within the attendance center organization.

21 The school principal shall make the decision in selecting
22 teachers to fill new and vacant positions consistent with
23 Section 34-8.1.

24 (Source: P.A. 97-8, eff. 6-13-11.)

25 (105 ILCS 5/34-85c)

1 Sec. 34-85c. Alternative procedures for teacher
2 evaluation, remediation, and removal for cause after
3 remediation.

4 (a) Notwithstanding any law to the contrary, the board and
5 the exclusive representative of the district's teachers are
6 hereby authorized to negotiate and enter into an agreement to
7 establish alternative procedures for teacher evaluation,
8 remediation, and removal for cause after remediation,
9 including an alternative system for peer evaluation and
10 recommendations; provided, however, that no later than
11 September 1, 2012: (i) any alternative procedures must include
12 provisions whereby student performance data is a significant
13 factor in teacher evaluation, except that, on and after
14 September 1, 2018, such provisions may be included, and (ii)
15 teachers are rated as "excellent", "proficient", "needs
16 improvement" or "unsatisfactory" until September 1, 2018, at
17 which time the ratings shall be "ineffective" and "effective".
18 Pursuant exclusively to that agreement, teachers assigned to
19 schools identified in that agreement shall be subject to an
20 alternative performance evaluation plan and remediation
21 procedures in lieu of the plan and procedures set forth in
22 Article 24A of this Code, other than subsection (d) of Section
23 24A-4, and alternative removal for cause standards and
24 procedures in lieu of the removal standards and procedures set
25 forth in Section 34-85 of this Code. To the extent that the
26 agreement provides a teacher with an opportunity for a hearing

1 on removal for cause before an independent hearing officer in
2 accordance with Section 34-85 or otherwise, the hearing officer
3 shall be governed by the alternative performance evaluation
4 plan, remediation procedures, and removal standards and
5 procedures set forth in the agreement in making findings of
6 fact and a recommendation.

7 (b) The board and the exclusive representative of the
8 district's teachers shall submit a certified copy of an
9 agreement as provided under subsection (a) of this Section to
10 the State Board of Education.

11 (Source: P.A. 96-861, eff. 1-15-10; 97-8, eff. 6-13-11.)

12 Section 10. The Illinois Educational Labor Relations Act is
13 amended by changing Section 18 as follows:

14 (115 ILCS 5/18) (from Ch. 48, par. 1718)

15 Sec. 18. Meetings. The provisions of the Open Meetings Act
16 shall not apply to collective bargaining negotiations and
17 grievance arbitrations conducted pursuant to this Act,
18 including any joint committees formed under subsection (c) of
19 Section 24-12 or subsection (b) of Section 24A-4 of the School
20 Code.

21 (Source: P.A. 83-1014.)

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Statutes amended in order of appearance

3	105 ILCS 5/2-3.25g	from Ch. 122, par. 2-3.25g
4	105 ILCS 5/10-17a	from Ch. 122, par. 10-17a
5	105 ILCS 5/21B-75	
6	105 ILCS 5/24-9.5 new	
7	105 ILCS 5/24-11	from Ch. 122, par. 24-11
8	105 ILCS 5/24-12	from Ch. 122, par. 24-12
9	105 ILCS 5/24-16.5	
10	105 ILCS 5/24A-4	from Ch. 122, par. 24A-4
11	105 ILCS 5/24A-5	from Ch. 122, par. 24A-5
12	105 ILCS 5/24A-5.5 new	
13	105 ILCS 5/24A-7	from Ch. 122, par. 24A-7
14	105 ILCS 5/34-84	from Ch. 122, par. 34-84
15	105 ILCS 5/34-85c	
16	115 ILCS 5/18	from Ch. 48, par. 1718