



101ST GENERAL ASSEMBLY

State of Illinois

2019 and 2020

SB1585

Introduced 2/15/2019, by Sen. Omar Aquino

SYNOPSIS AS INTRODUCED:

See Index

Amends the School Code and the Illinois Educational Labor Relations Act. Provides that, on and after September 1, 2019, 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. Effective immediately.

LRB101 10961 AXK 56138 b

FISCAL NOTE ACT
MAY APPLY

STATE MANDATES
ACT MAY REQUIRE
REIMBURSEMENT

A BILL FOR

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 or when the applicant
13 demonstrates that it can address the intent of the mandate of
14 the School Code in a more effective, efficient, or economical
15 manner. Waivers may not be requested from laws, rules, and
16 regulations pertaining to special education, teacher educator
17 licensure, teacher tenure and seniority, or Section 5-2.1 of
18 this Code or from compliance with the Every Student Succeeds
19 Act (Public Law 114-95). Eligible applicants may not seek a
20 waiver or seek a modification of a mandate regarding the
21 requirements for (i) student performance data to be a
22 significant factor in teacher or principal evaluations or (ii)
23 teachers and principals to be rated using the 4 categories of
24 "excellent", "proficient", "needs improvement", or
25 "unsatisfactory" or, on and after September 1, 2019, teachers
26 to be rated using the 2 categories of "effective" and

1 "ineffective". On September 1, 2014, any previously authorized
2 waiver or modification from such requirements shall terminate.

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

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

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

22 (d) A request for a waiver or modification of
23 administrative rules and regulations or for a modification of
24 mandates contained in this School Code shall be submitted to
25 the State Board of Education within 15 days after approval by
26 the board or regional superintendent of schools. The

1 application as submitted to the State Board of Education shall
2 include a description of the public hearing. Following receipt
3 of the waiver or modification request, the State Board shall
4 have 45 days to review the application and request. If the
5 State Board fails to disapprove the application within that
6 45-day ~~45-day~~ period, the waiver or modification shall be
7 deemed granted. The State Board may disapprove any request if
8 it is not based upon sound educational practices, endangers the
9 health or safety of students or staff, compromises equal
10 opportunities for learning, or fails to demonstrate that the
11 intent of the rule or mandate can be addressed in a more
12 effective, efficient, or economical manner or have improved
13 student performance as a primary goal. Any request disapproved
14 by the State Board may be appealed to the General Assembly by
15 the eligible applicant as outlined in this Section.

16 A request for a waiver from mandates contained in this
17 School Code shall be submitted to the State Board within 15
18 days after approval by the board or regional superintendent of
19 schools. The application as submitted to the State Board of
20 Education shall include a description of the public hearing.
21 The description shall include, but need not be limited to, the
22 means of notice, the number of people in attendance, the number
23 of people who spoke as proponents or opponents of the waiver, a
24 brief description of their comments, and whether there were any
25 written statements submitted. The State Board shall review the
26 applications and requests for completeness and shall compile

1 the requests in reports to be filed with the General Assembly.
2 The State Board shall file reports outlining the waivers
3 requested by eligible applicants and appeals by eligible
4 applicants of requests disapproved by the State Board with the
5 Senate and the House of Representatives before each March 1 and
6 October 1.

7 The report shall be reviewed by a panel of 4 members
8 consisting of:

9 (1) the Speaker of the House of Representatives;

10 (2) the Minority Leader of the House of
11 Representatives;

12 (3) the President of the Senate; and

13 (4) the Minority Leader of the Senate.

14 The State Board of Education may provide the panel
15 recommendations on waiver requests. The members of the panel
16 shall review the report submitted by the State Board of
17 Education and submit to the State Board of Education any notice
18 of further consideration to any waiver request within 14 days
19 after the member receives the report. If 3 or more of the panel
20 members submit a notice of further consideration to any waiver
21 request contained within the report, the State Board of
22 Education shall submit the waiver request to the General
23 Assembly for consideration. If less than 3 panel members submit
24 a notice of further consideration to a waiver request, the
25 waiver may be approved, denied, or modified by the State Board.
26 If the State Board does not act on a waiver request within 10

1 days, then the waiver request is approved. If the waiver
2 request is denied by the State Board, it shall submit the
3 waiver request to the General Assembly for consideration.

4 The General Assembly may disapprove any waiver request
5 submitted to the General Assembly pursuant to this subsection
6 (d) in whole or in part within 60 calendar days after each
7 house of the General Assembly next convenes after the waiver
8 request is submitted by adoption of a resolution by a record
9 vote of the majority of members elected in each house. If the
10 General Assembly fails to disapprove any waiver request or
11 appealed request within such 60-day ~~60-day~~ period, the waiver
12 or modification shall be deemed granted. Any resolution adopted
13 by the General Assembly disapproving a report of the State
14 Board in whole or in part shall be binding on the State Board.

15 (e) An approved waiver or modification may remain in effect
16 for a period not to exceed 5 school years and may be renewed
17 upon application by the eligible applicant. However, such
18 waiver or modification may be changed within that 5-year period
19 by a board or regional superintendent of schools applying on
20 behalf of schools or programs operated by the regional office
21 of education following the procedure as set forth in this
22 Section for the initial waiver or modification request. If
23 neither the State Board of Education nor the General Assembly
24 disapproves, the change is deemed granted.

25 (f) (Blank).

26 (Source: P.A. 99-78, eff. 7-20-15; 100-465, eff. 8-31-17;

1 100-782, eff. 1-1-19; revised 10-1-18.)

2 (105 ILCS 5/10-17a) (from Ch. 122, par. 10-17a)

3 (Text of Section before amendment by P.A. 100-448)

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 collected and maintained by
18 the State Board 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 number and percentage of all students who have been
2 assessed for placement in a gifted education or advanced
3 academic program and, of those students: (i) the racial and
4 ethnic breakdown, (ii) the percentage who are classified as
5 low-income, and (iii) the number and percentage of students
6 who received direct instruction from a teacher who holds a
7 gifted education endorsement and, of those students, the
8 percentage who are classified as low-income; the
9 percentage of students scoring at the "exceeds
10 expectations" level on the assessments required under
11 Section 2-3.64a-5 of this Code; the percentage of students
12 who annually transferred in or out of the school district;
13 the per-pupil operating expenditure of the school
14 district; and the per-pupil State average operating
15 expenditure for the district type (elementary, high
16 school, or unit);

17 (B) curriculum information, including, where
18 applicable, Advanced Placement, International
19 Baccalaureate or equivalent courses, dual enrollment
20 courses, foreign language classes, school personnel
21 resources (including Career Technical Education teachers),
22 before and after school programs, extracurricular
23 activities, subjects in which elective classes are
24 offered, health and wellness initiatives (including the
25 average number of days of Physical Education per week per
26 student), approved programs of study, awards received,

1 community partnerships, and special programs such as
2 programming for the gifted and talented, students with
3 disabilities, and work-study students;

4 (C) student outcomes, including, where applicable, the
5 percentage of students deemed proficient on assessments of
6 State standards, the percentage of students in the eighth
7 grade who pass Algebra, the percentage of students enrolled
8 in post-secondary institutions (including colleges,
9 universities, community colleges, trade/vocational
10 schools, and training programs leading to career
11 certification within 2 semesters of high school
12 graduation), the percentage of students graduating from
13 high school who are college and career ready, and the
14 percentage of graduates enrolled in community colleges,
15 colleges, and universities who are in one or more courses
16 that the community college, college, or university
17 identifies as a developmental course;

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

24 (E) the school environment, including, where
25 applicable, the percentage of students with less than 10
26 absences in a school year, the percentage of teachers with

1 less than 10 absences in a school year for reasons other
2 than professional development, leaves taken pursuant to
3 the federal Family Medical Leave Act of 1993, long-term
4 disability, or parental leaves, the 3-year average of the
5 percentage of teachers returning to the school from the
6 previous year, the number of different principals at the
7 school in the last 6 years, the number of teachers who hold
8 a gifted education endorsement, the process and criteria
9 used by the district to determine whether a student is
10 eligible for participation in a gifted education program or
11 advanced academic program and the manner in which parents
12 and guardians are made aware of the process and criteria, 2
13 or more indicators from any school climate survey selected
14 or approved by the State and administered pursuant to
15 Section 2-3.153 of this Code, with the same or similar
16 indicators included on school report cards for all surveys
17 selected or approved by the State pursuant to Section
18 2-3.153 of this Code, and the combined percentage of
19 teachers rated as proficient or excellent or, on and after
20 September 1, 2019, the percentage of teachers rated as
21 "effective" in their most recent evaluation;

22 (F) a school district's and its individual schools'
23 balanced accountability measure, in accordance with
24 Section 2-3.25a of this Code;

25 (G) the total and per pupil normal cost amount the
26 State contributed to the Teachers' Retirement System of the

1 State of Illinois in the prior fiscal year for the school's
2 employees, which shall be reported to the State Board of
3 Education by the Teachers' Retirement System of the State
4 of Illinois;

5 (H) for a school district organized under Article 34 of
6 this Code only, State contributions to the Public School
7 Teachers' Pension and Retirement Fund of Chicago and State
8 contributions for health care for employees of that school
9 district;

10 (I) a school district's Final Percent of Adequacy, as
11 defined in paragraph (4) of subsection (f) of Section
12 18-8.15 of this Code;

13 (J) a school district's Local Capacity Target, as
14 defined in paragraph (2) of subsection (c) of Section
15 18-8.15 of this Code, displayed as a percentage amount;

16 (K) a school district's Real Receipts, as defined in
17 paragraph (1) of subsection (d) of Section 18-8.15 of this
18 Code, divided by a school district's Adequacy Target, as
19 defined in paragraph (1) of subsection (b) of Section
20 18-8.15 of this Code, displayed as a percentage amount; ~~and~~

21 (L) a school district's administrative costs; and-

22 (M) ~~(L)~~ whether or not the school has participated in
23 the Illinois Youth Survey. In this paragraph (M) ~~(L)~~,
24 "Illinois Youth Survey" means a self-report survey,
25 administered in school settings every 2 years, designed to
26 gather information about health and social indicators,

1 including substance abuse patterns and the attitudes of
2 students in grades 8, 10, and 12.

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

10 As used in this subsection (2):

11 "Administrative costs" means costs associated with
12 executive, administrative, or managerial functions within the
13 school district that involve planning, organizing, managing,
14 or directing the school district.

15 "Advanced academic program" means a course of study to
16 which students are assigned based on advanced cognitive ability
17 or advanced academic achievement compared to local age peers
18 and in which the curriculum is substantially differentiated
19 from the general curriculum to provide appropriate challenge
20 and pace.

21 "Gifted education" means educational services, including
22 differentiated curricula and instructional methods, designed
23 to meet the needs of gifted children as defined in Article 14A
24 of this Code.

25 (3) At the discretion of the State Superintendent, the
26 school district report card shall include a subset of the

1 information identified in paragraphs (A) through (E) of
2 subsection (2) of this Section, as well as information relating
3 to the operating expense per pupil and other finances of the
4 school district, and the State report card shall include a
5 subset of the information identified in paragraphs (A) through
6 (E) of subsection (2) of this Section.

7 (4) Notwithstanding anything to the contrary in this
8 Section, in consultation with key education stakeholders, the
9 State Superintendent shall at any time have the discretion to
10 amend or update any and all metrics on the school, district, or
11 State report card.

12 (5) Annually, no more than 30 calendar days after receipt
13 of the school district and school report cards from the State
14 Superintendent of Education, each school district, including
15 special charter districts and districts subject to the
16 provisions of Article 34, shall present such report cards at a
17 regular school board meeting subject to applicable notice
18 requirements, post the report cards on the school district's
19 Internet web site, if the district maintains an Internet web
20 site, make the report cards available to a newspaper of general
21 circulation serving the district, and, upon request, send the
22 report cards home to a parent (unless the district does not
23 maintain an Internet web site, in which case the report card
24 shall be sent home to parents without request). If the district
25 posts the report card on its Internet web site, the district
26 shall send a written notice home to parents stating (i) that

1 the report card is available on the web site, (ii) the address
2 of the web site, (iii) that a printed copy of the report card
3 will be sent to parents upon request, and (iv) the telephone
4 number that parents may call to request a printed copy of the
5 report card.

6 (6) Nothing contained in Public Act 98-648 repeals,
7 supersedes, invalidates, or nullifies final decisions in
8 lawsuits pending on July 1, 2014 (the effective date of Public
9 Act 98-648) in Illinois courts involving the interpretation of
10 Public Act 97-8.

11 (Source: P.A. 99-30, eff. 7-10-15; 99-193, eff. 7-30-15;
12 99-642, eff. 7-28-16; 100-227, eff. 8-18-17; 100-364, eff.
13 1-1-18; 100-465, eff. 8-31-17; 100-807, eff. 8-10-18; 100-863,
14 eff. 8-14-18; 100-1121, eff. 1-1-19; revised 12-19-18.)

15 (Text of Section after amendment by P.A. 100-448)

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

18 (1) By October 31, 2013 and October 31 of each subsequent
19 school year, the State Board of Education, through the State
20 Superintendent of Education, shall prepare a State report card,
21 school district report cards, and school report cards, and
22 shall by the most economic means provide to each school
23 district in this State, including special charter districts and
24 districts subject to the provisions of Article 34, the report
25 cards for the school district and each of its schools.

1 (2) In addition to any information required by federal law,
2 the State Superintendent shall determine the indicators and
3 presentation of the school report card, which must include, at
4 a minimum, the most current data collected and maintained by
5 the State Board of Education related to the following:

6 (A) school characteristics and student demographics,
7 including average class size, average teaching experience,
8 student racial/ethnic breakdown, and the percentage of
9 students classified as low-income; the percentage of
10 students classified as English learners; the percentage of
11 students who have individualized education plans or 504
12 plans that provide for special education services; the
13 number and percentage of all students who have been
14 assessed for placement in a gifted education or advanced
15 academic program and, of those students: (i) the racial and
16 ethnic breakdown, (ii) the percentage who are classified as
17 low-income, and (iii) the number and percentage of students
18 who received direct instruction from a teacher who holds a
19 gifted education endorsement and, of those students, the
20 percentage who are classified as low-income; the
21 percentage of students scoring at the "exceeds
22 expectations" level on the assessments required under
23 Section 2-3.64a-5 of this Code; the percentage of students
24 who annually transferred in or out of the school district;
25 average daily attendance; the per-pupil operating
26 expenditure of the school district; and the per-pupil State

1 average operating expenditure for the district type
2 (elementary, high school, or unit);

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

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

1 colleges, and universities who are in one or more courses
2 that the community college, college, or university
3 identifies as a developmental course;

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

10 (E) the school environment, including, where
11 applicable, the percentage of students with less than 10
12 absences in a school year, the percentage of teachers with
13 less than 10 absences in a school year for reasons other
14 than professional development, leaves taken pursuant to
15 the federal Family Medical Leave Act of 1993, long-term
16 disability, or parental leaves, the 3-year average of the
17 percentage of teachers returning to the school from the
18 previous year, the number of different principals at the
19 school in the last 6 years, the number of teachers who hold
20 a gifted education endorsement, the process and criteria
21 used by the district to determine whether a student is
22 eligible for participation in a gifted education program or
23 advanced academic program and the manner in which parents
24 and guardians are made aware of the process and criteria, 2
25 or more indicators from any school climate survey selected
26 or approved by the State and administered pursuant to

1 Section 2-3.153 of this Code, with the same or similar
2 indicators included on school report cards for all surveys
3 selected or approved by the State pursuant to Section
4 2-3.153 of this Code, and the combined percentage of
5 teachers rated as proficient or excellent or, on and after
6 September 1, 2019, the percentage of teachers rated as
7 "effective" in their most recent evaluation;

8 (F) a school district's and its individual schools'
9 balanced accountability measure, in accordance with
10 Section 2-3.25a of this Code;

11 (G) the total and per pupil normal cost amount the
12 State contributed to the Teachers' Retirement System of the
13 State of Illinois in the prior fiscal year for the school's
14 employees, which shall be reported to the State Board of
15 Education by the Teachers' Retirement System of the State
16 of Illinois;

17 (H) for a school district organized under Article 34 of
18 this Code only, State contributions to the Public School
19 Teachers' Pension and Retirement Fund of Chicago and State
20 contributions for health care for employees of that school
21 district;

22 (I) a school district's Final Percent of Adequacy, as
23 defined in paragraph (4) of subsection (f) of Section
24 18-8.15 of this Code;

25 (J) a school district's Local Capacity Target, as
26 defined in paragraph (2) of subsection (c) of Section

1 18-8.15 of this Code, displayed as a percentage amount;

2 (K) a school district's Real Receipts, as defined in
3 paragraph (1) of subsection (d) of Section 18-8.15 of this
4 Code, divided by a school district's Adequacy Target, as
5 defined in paragraph (1) of subsection (b) of Section
6 18-8.15 of this Code, displayed as a percentage amount; ~~and~~

7 (L) a school district's administrative costs; ~~and-~~

8 (M) ~~(I)~~ whether or not the school has participated in
9 the Illinois Youth Survey. In this paragraph (M) ~~(I)~~,
10 "Illinois Youth Survey" means a self-report survey,
11 administered in school settings every 2 years, designed to
12 gather information about health and social indicators,
13 including substance abuse patterns and the attitudes of
14 students in grades 8, 10, and 12.

15 The school report card shall also provide information that
16 allows for comparing the current outcome, progress, and
17 environment data to the State average, to the school data from
18 the past 5 years, and to the outcomes, progress, and
19 environment of similar schools based on the type of school and
20 enrollment of low-income students, special education students,
21 and English learners.

22 As used in this subsection (2):

23 "Administrative costs" means costs associated with
24 executive, administrative, or managerial functions within the
25 school district that involve planning, organizing, managing,
26 or directing the school district.

1 "Advanced academic program" means a course of study to
2 which students are assigned based on advanced cognitive ability
3 or advanced academic achievement compared to local age peers
4 and in which the curriculum is substantially differentiated
5 from the general curriculum to provide appropriate challenge
6 and pace.

7 "Gifted education" means educational services, including
8 differentiated curricula and instructional methods, designed
9 to meet the needs of gifted children as defined in Article 14A
10 of this Code.

11 For the purposes of paragraph (A) of this subsection (2),
12 "average daily attendance" means the average of the actual
13 number of attendance days during the previous school year for
14 any enrolled student who is subject to compulsory attendance by
15 Section 26-1 of this Code at each school and charter school.

16 (3) At the discretion of the State Superintendent, the
17 school district report card shall include a subset of the
18 information identified in paragraphs (A) through (E) of
19 subsection (2) of this Section, as well as information relating
20 to the operating expense per pupil and other finances of the
21 school district, and the State report card shall include a
22 subset of the information identified in paragraphs (A) through
23 (E) of subsection (2) of this Section. The school district
24 report card shall include the average daily attendance, as that
25 term is defined in subsection (2) of this Section, of students
26 who have individualized education programs and students who

1 have 504 plans that provide for special education services
2 within the school district.

3 (4) Notwithstanding anything to the contrary in this
4 Section, in consultation with key education stakeholders, the
5 State Superintendent shall at any time have the discretion to
6 amend or update any and all metrics on the school, district, or
7 State report card.

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

1 report card.

2 (6) Nothing contained in Public Act 98-648 repeals,
3 supersedes, invalidates, or nullifies final decisions in
4 lawsuits pending on July 1, 2014 (the effective date of Public
5 Act 98-648) in Illinois courts involving the interpretation of
6 Public Act 97-8.

7 (Source: P.A. 99-30, eff. 7-10-15; 99-193, eff. 7-30-15;
8 99-642, eff. 7-28-16; 100-227, eff. 8-18-17; 100-364, eff.
9 1-1-18; 100-448, eff. 7-1-19; 100-465, eff. 8-31-17; 100-807,
10 eff. 8-10-18; 100-863, eff. 8-14-18; 100-1121, eff. 1-1-19;
11 revised 12-19-18.)

12 (105 ILCS 5/21B-75)

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

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

18 (b) The State Superintendent of Education has the exclusive
19 authority, in accordance with this Section and any rules
20 adopted by the State Board of Education, in consultation with
21 the State Educator Preparation and Licensure Board, to initiate
22 the suspension of up to 5 calendar years or revocation of any
23 license issued pursuant to this Article for abuse or neglect of
24 a child, immorality, a condition of health detrimental to the
25 welfare of pupils, incompetency, unprofessional conduct (which

1 includes the failure to disclose on an employment application
2 any previous conviction for a sex offense, as defined in
3 Section 21B-80 of this Code, or any other offense committed in
4 any other state or against the laws of the United States that,
5 if committed in this State, would be punishable as a sex
6 offense, as defined in Section 21B-80 of this Code), the
7 neglect of any professional duty, willful failure to report an
8 instance of suspected child abuse or neglect as required by the
9 Abused and Neglected Child Reporting Act, or other just cause.
10 Unprofessional conduct shall include the refusal to attend or
11 participate in institutes, teachers' meetings, or professional
12 readings or to meet other reasonable requirements of the
13 regional superintendent of schools or State Superintendent of
14 Education. Unprofessional conduct also includes conduct that
15 violates the standards, ethics, or rules applicable to the
16 security, administration, monitoring, or scoring of or the
17 reporting of scores from any assessment test or examination
18 administered under Section 2-3.64a-5 of this Code or that is
19 known or intended to produce or report manipulated or
20 artificial, rather than actual, assessment or achievement
21 results or gains from the administration of those tests or
22 examinations. Unprofessional conduct shall also include
23 neglect or unnecessary delay in the making of statistical and
24 other reports required by school officers. Incompetency shall
25 include, without limitation, 2 or more school terms of service
26 for which the license holder has received an unsatisfactory or,

1 on and after September 1, 2019, ineffective rating on a
2 performance evaluation conducted pursuant to Article 24A of
3 this Code within a period of 7 school terms of service. In
4 determining whether to initiate action against one or more
5 licenses based on incompetency and the recommended sanction for
6 such action, the State Superintendent shall consider factors
7 that include without limitation all of the following:

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

11 (2) Whether the unsatisfactory or ineffective
12 evaluation ratings occurred prior to or after the
13 implementation date, as defined in Section 24A-2.5 of this
14 Code, of an evaluation system for teachers in a school
15 district.

16 (3) Whether the evaluator or evaluators who performed
17 an unsatisfactory or ineffective evaluation met the
18 pre-licensure and training requirements set forth in
19 Section 24A-3 of this Code.

20 (4) The time between the unsatisfactory or ineffective
21 evaluation ratings.

22 (5) The quality of the remediation plans associated
23 with the unsatisfactory or ineffective evaluation ratings
24 and whether the license holder successfully completed the
25 remediation plans.

26 (6) Whether the unsatisfactory or ineffective

1 evaluation ratings were related to the same or different
2 assignments performed by the license holder.

3 (7) Whether one or more of the unsatisfactory or
4 ineffective evaluation ratings occurred in the first year
5 of a teaching or administrative assignment.

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

18 (c) The State Superintendent of Education shall, upon
19 receipt of evidence of abuse or neglect of a child, immorality,
20 a condition of health detrimental to the welfare of pupils,
21 incompetency (subject to subsection (b) of this Section),
22 unprofessional conduct, the neglect of any professional duty,
23 or other just cause, further investigate and, if and as
24 appropriate, serve written notice to the individual and afford
25 the individual opportunity for a hearing prior to suspension,
26 revocation, or other sanction; provided that the State

1 Superintendent is under no obligation to initiate such an
2 investigation if the Department of Children and Family Services
3 is investigating the same or substantially similar allegations
4 and its child protective service unit has not made its
5 determination, as required under Section 7.12 of the Abused and
6 Neglected Child Reporting Act. If the State Superintendent of
7 Education does not receive from an individual a request for a
8 hearing within 10 days after the individual receives notice,
9 the suspension, revocation, or other sanction shall
10 immediately take effect in accordance with the notice. If a
11 hearing is requested within 10 days after notice of an
12 opportunity for hearing, it shall act as a stay of proceedings
13 until the State Educator Preparation and Licensure Board issues
14 a decision. Any hearing shall take place in the educational
15 service region where the educator is or was last employed and
16 in accordance with rules adopted by the State Board of
17 Education, in consultation with the State Educator Preparation
18 and Licensure Board, and such rules shall include without
19 limitation provisions for discovery and the sharing of
20 information between parties prior to the hearing. The standard
21 of proof for any administrative hearing held pursuant to this
22 Section shall be by the preponderance of the evidence. The
23 decision of the State Educator Preparation and Licensure Board
24 is a final administrative decision and is subject to judicial
25 review by appeal of either party.

26 The State Board of Education may refuse to issue or may

1 suspend the license of any person who fails to file a return or
2 to pay the tax, penalty, or interest shown in a filed return or
3 to pay any final assessment of tax, penalty, or interest, as
4 required by any tax Act administered by the Department of
5 Revenue, until such time as the requirements of any such tax
6 Act are satisfied.

7 The exclusive authority of the State Superintendent of
8 Education to initiate suspension or revocation of a license
9 pursuant to this Section does not preclude a regional
10 superintendent of schools from cooperating with the State
11 Superintendent or a State's Attorney with respect to an
12 investigation of alleged misconduct.

13 (d) The State Superintendent of Education or his or her
14 designee may initiate and conduct such investigations as may be
15 reasonably necessary to establish the existence of any alleged
16 misconduct. At any stage of the investigation, the State
17 Superintendent may issue a subpoena requiring the attendance
18 and testimony of a witness, including the license holder, and
19 the production of any evidence, including files, records,
20 correspondence, or documents, relating to any matter in
21 question in the investigation. The subpoena shall require a
22 witness to appear at the State Board of Education at a
23 specified date and time and shall specify any evidence to be
24 produced. The license holder is not entitled to be present, but
25 the State Superintendent shall provide the license holder with
26 a copy of any recorded testimony prior to a hearing under this

1 Section. Such recorded testimony must not be used as evidence
2 at a hearing, unless the license holder has adequate notice of
3 the testimony and the opportunity to cross-examine the witness.
4 Failure of a license holder to comply with a duly issued,
5 investigatory subpoena may be grounds for revocation,
6 suspension, or denial of a license.

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

20 (f) The State Superintendent of Education or a person
21 designated by him or her shall have the power to administer
22 oaths to witnesses at any hearing conducted before the State
23 Educator Preparation and Licensure Board pursuant to this
24 Section. The State Superintendent of Education or a person
25 designated by him or her is authorized to subpoena and bring
26 before the State Educator Preparation and Licensure Board any

1 person in this State and to take testimony either orally or by
2 deposition or by exhibit, with the same fees and mileage and in
3 the same manner as prescribed by law in judicial proceedings in
4 civil cases in circuit courts of this State.

5 (g) Any circuit court, upon the application of the State
6 Superintendent of Education or the license holder, may, by
7 order duly entered, require the attendance of witnesses and the
8 production of relevant books and papers as part of any
9 investigation or at any hearing the State Educator Preparation
10 and Licensure Board is authorized to conduct pursuant to this
11 Section, and the court may compel obedience to its orders by
12 proceedings for contempt.

13 (h) The State Board of Education shall receive an annual
14 line item appropriation to cover fees associated with the
15 investigation and prosecution of alleged educator misconduct
16 and hearings related thereto.

17 (Source: P.A. 100-872, eff. 8-14-18.)

18 (105 ILCS 5/24-9.5 new)

19 Sec. 24-9.5. Teacher evaluation ratings on and after
20 September 1, 2019. On and after September 1, 2019, pursuant to
21 this Section, all teacher evaluation ratings on record as
22 "excellent", "proficient", or "needs improvement" are
23 considered "effective" and all teacher evaluation ratings on
24 record as "unsatisfactory" are considered "ineffective" for
25 the purposes of this Article.

1 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

2 Sec. 24-11. Boards of Education - Boards of School
3 Inspectors - Contractual continued service.

4 (a) As used in this and the succeeding Sections of this
5 Article:

6 "Teacher" means any or all school district employees
7 regularly required to be certified under laws relating to the
8 certification of teachers.

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

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

13 "Program" means a program of a special education joint
14 agreement.

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

20 "PERA implementation date" means the implementation date
21 of an evaluation system for teachers as specified by Section
22 24A-2.5 of this Code for all schools within a school district
23 or all programs of a special education joint agreement.

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

1 inhabitants.

2 (c) Any teacher who is first employed as a full-time
3 teacher in a school district or program prior to the PERA
4 implementation date and who is employed in that district or
5 program for a probationary period of 4 consecutive school terms
6 shall enter upon contractual continued service in the district
7 or in all of the programs that the teacher is legally qualified
8 to hold, unless the teacher is given written notice of
9 dismissal by certified mail, return receipt requested, by the
10 employing board at least 45 days before the end of any school
11 term within such period.

12 (d) For any teacher who is first employed as a full-time
13 teacher in a school district or program on or after the PERA
14 implementation date, the probationary period shall be one of
15 the following periods, based upon the teacher's school terms of
16 service and performance, before the teacher shall enter upon
17 contractual continued service in the district or in all of the
18 programs that the teacher is legally qualified to hold, unless
19 the teacher is given written notice of dismissal by certified
20 mail, return receipt requested, by the employing board at least
21 45 days before the end of any school term within such period:

22 (1) 4 consecutive school terms of service in which the
23 teacher receives overall annual evaluation ratings of at
24 least "Proficient" or, on or after September 1, 2019,
25 "effective" in the last school term and at least
26 "Proficient" or, on or after September 1, 2019, "effective"

1 in either the second or third school term;

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

5 (3) 2 consecutive school terms of service in which the
6 teacher receives 2 overall annual evaluations of
7 "Excellent" or, on or after September 1, 2019, "effective"
8 service, but only if the teacher (i) previously attained
9 contractual continued service in a different school
10 district or program in this State, (ii) voluntarily
11 departed or was honorably dismissed from that school
12 district or program in the school term immediately prior to
13 the teacher's first school term of service applicable to
14 the attainment of contractual continued service under this
15 subdivision (3), and (iii) received, in his or her 2 most
16 recent overall annual or biennial evaluations from the
17 prior school district or program, ratings of at least
18 "Proficient" or, on or after September 1, 2019,
19 "effective", with both such ratings occurring after the
20 school district's or program's PERA implementation date.
21 For a teacher to attain contractual continued service under
22 this subdivision (3), the teacher shall provide official
23 copies of his or her 2 most recent overall annual or
24 biennial evaluations from the prior school district or
25 program to the new school district or program within 60
26 days from the teacher's first day of service with the new

1 school district or program. The prior school district or
2 program must provide the teacher with official copies of
3 his or her 2 most recent overall annual or biennial
4 evaluations within 14 days after the teacher's request. If
5 a teacher has requested such official copies prior to 45
6 days after the teacher's first day of service with the new
7 school district or program and the teacher's prior school
8 district or program fails to provide the teacher with the
9 official copies required under this subdivision (3), then
10 the time period for the teacher to submit the official
11 copies to his or her new school district or program must be
12 extended until 14 days after receipt of such copies from
13 the prior school district or program. If the prior school
14 district or program fails to provide the teacher with the
15 official copies required under this subdivision (3) within
16 90 days from the teacher's first day of service with the
17 new school district or program, then the new school
18 district or program shall rely upon the teacher's own
19 copies of his or her evaluations for purposes of this
20 subdivision (3).

21 If the teacher does not receive overall annual evaluations
22 of "Excellent" or, on or after September 1, 2019, "effective"
23 in the school terms necessary for eligibility to achieve
24 accelerated contractual continued service in subdivisions (2)
25 and (3) of this subsection (d), the teacher shall be eligible
26 for contractual continued service pursuant to subdivision (1)

1 of this subsection (d). If, at the conclusion of 4 consecutive
2 school terms of service that count toward attainment of
3 contractual continued service, the teacher's performance does
4 not qualify the teacher for contractual continued service under
5 subdivision (1) of this subsection (d), then the teacher shall
6 not enter upon contractual continued service and shall be
7 dismissed. If a performance evaluation is not conducted for any
8 school term when such evaluation is required to be conducted
9 under Section 24A-5 of this Code, then the teacher's
10 performance evaluation rating for such school term for purposes
11 of determining the attainment of contractual continued service
12 shall be deemed "Proficient" or, on or after September 1, 2019,
13 "effective".

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

1 teacher actually teaches or is otherwise present and
2 participating in the district's or program's educational
3 program in the following school term.

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

16 (g) Contractual continued service shall continue in effect
17 the terms and provisions of the contract with the teacher
18 during the last school term of the probationary period, subject
19 to this Act and the lawful regulations of the employing board.
20 This Section and succeeding Sections do not modify any existing
21 power of the board except with respect to the procedure of the
22 discharge of a teacher and reductions in salary as hereinafter
23 provided. Contractual continued service status shall not
24 restrict the power of the board to transfer a teacher to a
25 position which the teacher is qualified to fill or to make such
26 salary adjustments as it deems desirable, but unless reductions

1 in salary are uniform or based upon some reasonable
2 classification, any teacher whose salary is reduced shall be
3 entitled to a notice and a hearing as hereinafter provided in
4 the case of certain dismissals or removals.

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

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

1 participating districts in the joint agreement.

2 (j) For any teacher employed after July 1, 1987 as a
3 full-time teacher in a program of a special education joint
4 agreement, whether the program is operated by the joint
5 agreement or a member district on behalf of the joint
6 agreement, in the event of a reduction in the number of
7 programs or positions in the joint agreement in which the
8 notice of dismissal is provided on or before the end of the
9 2010-2011 school term, the teacher in contractual continued
10 service is eligible for employment in the joint agreement
11 programs for which the teacher is legally qualified in order of
12 greater length of continuing service in the joint agreement,
13 unless an alternative method of determining the sequence of
14 dismissal is established in a collective bargaining agreement.
15 For any teacher employed after July 1, 1987 as a full-time
16 teacher in a program of a special education joint agreement,
17 whether the program is operated by the joint agreement or a
18 member district on behalf of the joint agreement, in the event
19 of a reduction in the number of programs or positions in the
20 joint agreement in which the notice of dismissal is provided
21 during the 2011-2012 school term or a subsequent school term,
22 the teacher shall be included on the honorable dismissal lists
23 of all joint agreement programs for positions for which the
24 teacher is qualified and is eligible for employment in such
25 programs in accordance with subsections (b) and (c) of Section
26 24-12 of this Code and the applicable honorable dismissal

1 policies of the joint agreement.

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

1 (1) The governing board of the joint agreement, or the
2 administrative district, if so authorized by the articles of
3 agreement of the joint agreement, rather than the board of
4 education of a school district, may carry out employment and
5 termination actions including dismissals under this Section
6 and Section 24-12.

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

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

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

1 (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

2 Sec. 24-12. Removal or dismissal of teachers in contractual
3 continued service.

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

22 As between teachers who have entered upon contractual
23 continued service, the teacher or teachers with the shorter
24 length of continuing service with the district shall be
25 dismissed first unless an alternative method of determining the
26 sequence of dismissal is established in a collective bargaining

1 agreement or contract between the board and a professional
2 faculty members' organization and except that this provision
3 shall not impair the operation of any affirmative action
4 program in the district, regardless of whether it exists by
5 operation of law or is conducted on a voluntary basis by the
6 board. Any teacher dismissed as a result of such decrease or
7 discontinuance shall be paid all earned compensation on or
8 before the third business day following the last day of pupil
9 attendance in the regular school term.

10 If the board has any vacancies for the following school
11 term or within one calendar year from the beginning of the
12 following school term, the positions thereby becoming
13 available shall be tendered to the teachers so removed or
14 dismissed so far as they are legally qualified to hold such
15 positions; provided, however, that if the number of honorable
16 dismissal notices based on economic necessity exceeds 15% of
17 the number of full-time ~~full-time~~ equivalent positions filled
18 by certified employees (excluding principals and
19 administrative personnel) during the preceding school year,
20 then if the board has any vacancies for the following school
21 term or within 2 calendar years from the beginning of the
22 following school term, the positions so becoming available
23 shall be tendered to the teachers who were so notified and
24 removed or dismissed whenever they are legally qualified to
25 hold such positions. Each board shall, in consultation with any
26 exclusive employee representatives, each year establish a

1 list, categorized by positions, showing the length of
2 continuing service of each teacher who is qualified to hold any
3 such positions, unless an alternative method of determining a
4 sequence of dismissal is established as provided for in this
5 Section, in which case a list shall be made in accordance with
6 the alternative method. Copies of the list shall be distributed
7 to the exclusive employee representative on or before February
8 1 of each year. Whenever the number of honorable dismissal
9 notices based upon economic necessity exceeds 5, or 150% of the
10 average number of teachers honorably dismissed in the preceding
11 3 years, whichever is more, then the board also shall hold a
12 public hearing on the question of the dismissals. Following the
13 hearing and board review, the action to approve any such
14 reduction shall require a majority vote of the board members.

15 (b) This subsection (b) applies only to honorable
16 dismissals and recalls in which the notice of dismissal is
17 provided during the 2011-2012 school term or a subsequent
18 school term. If any teacher, whether or not in contractual
19 continued service, is removed or dismissed as a result of a
20 decision of a school board to decrease the number of teachers
21 employed by the board, a decision of a school board to
22 discontinue some particular type of teaching service, or a
23 reduction in the number of programs or positions in a special
24 education joint agreement, then written notice must be mailed
25 to the teacher and also given to the teacher either by
26 certified mail, return receipt requested, or personal delivery

1 with receipt at least 45 days before the end of the school
2 term, together with a statement of honorable dismissal and the
3 reason therefor, and in all such cases the sequence of
4 dismissal shall occur in accordance with this subsection (b);
5 except that this subsection (b) shall not impair the operation
6 of any affirmative action program in the school district,
7 regardless of whether it exists by operation of law or is
8 conducted on a voluntary basis by the board.

9 Each teacher must be categorized into one or more positions
10 for which the teacher is qualified to hold, based upon legal
11 qualifications and any other qualifications established in a
12 district or joint agreement job description, on or before the
13 May 10 prior to the school year during which the sequence of
14 dismissal is determined. Within each position and subject to
15 agreements made by the joint committee on honorable dismissals
16 that are authorized by subsection (c) of this Section, the
17 school district or joint agreement must establish 4 groupings
18 of teachers or, on or after September 1, 2019, 3 groupings of
19 teachers qualified to hold the position as follows:

20 (1) Grouping one shall consist of each teacher who is
21 not in contractual continued service and who (i) has not
22 received a performance evaluation rating, (ii) is employed
23 for one school term or less to replace a teacher on leave,
24 or (iii) is employed on a part-time basis. "Part-time
25 basis" for the purposes of this subsection (b) means a
26 teacher who is employed to teach less than a full-day,

1 teacher workload or less than 5 days of the normal student
2 attendance week, unless otherwise provided for in a
3 collective bargaining agreement between the district and
4 the exclusive representative of the district's teachers.
5 For the purposes of this Section, a teacher (A) who is
6 employed as a full-time teacher but who actually teaches or
7 is otherwise present and participating in the district's
8 educational program for less than a school term or (B) who,
9 in the immediately previous school term, was employed on a
10 full-time basis and actually taught or was otherwise
11 present and participated in the district's educational
12 program for 120 days or more is not considered employed on
13 a part-time basis.

14 (2) Grouping 2 shall consist of each teacher with a
15 Needs Improvement or Unsatisfactory performance evaluation
16 rating on either of the teacher's last 2 performance
17 evaluation ratings. However, on and after September 1,
18 2019, grouping 2 shall consist of each teacher with an
19 "ineffective" performance evaluation rating on the
20 teacher's most recent performance evaluation rating.

21 (3) Grouping 3 shall consist of each teacher with a
22 performance evaluation rating of at least Satisfactory or
23 Proficient on both of the teacher's last 2 performance
24 evaluation ratings, if 2 ratings are available, or on the
25 teacher's last performance evaluation rating, if only one
26 rating is available, unless the teacher qualifies for

1 placement into grouping 4. However, on and after September
2 1, 2019, grouping 3 shall consist of each teacher with a
3 performance evaluation rating of "effective" on the
4 teacher's last performance evaluation rating, provided
5 that the teacher did not have an "ineffective" performance
6 evaluation rating on the most recent performance
7 evaluation rating.

8 (4) Grouping 4 shall consist of each teacher whose last
9 2 performance evaluation ratings are Excellent and each
10 teacher with 2 Excellent performance evaluation ratings
11 out of the teacher's last 3 performance evaluation ratings
12 with a third rating of Satisfactory or Proficient. However,
13 beginning on September 1, 2019, there is no grouping 4.

14 Among teachers qualified to hold a position, teachers must
15 be dismissed in the order of their groupings, with teachers in
16 grouping one dismissed first and teachers in grouping 4
17 dismissed last. However, on and after September 1, 2019,
18 teachers in grouping one shall be dismissed first, teachers in
19 grouping 2 dismissed second, and teachers in grouping 3
20 dismissed last.

21 Prior to September 1, 2019 ~~Within grouping one,~~ the
22 sequence of dismissal within grouping one must be at the
23 discretion of the school district or joint agreement, ~~and,~~
24 ~~Within grouping 2,~~ the sequence of dismissal within grouping 2
25 must be based upon average performance evaluation ratings, with
26 the teacher or teachers with the lowest average performance

1 evaluation rating dismissed first. A teacher's average
2 performance evaluation rating must be calculated using the
3 average of the teacher's last 2 performance evaluation ratings,
4 if 2 ratings are available, or the teacher's last performance
5 evaluation rating, if only one rating is available, using the
6 following numerical values: 4 for Excellent; 3 for Proficient
7 or Satisfactory; 2 for Needs Improvement; and 1 for
8 Unsatisfactory. As between or among teachers in grouping 2 with
9 the same average performance evaluation rating and within each
10 of groupings 3 and 4, the teacher or teachers with the shorter
11 length of continuing service with the school district or joint
12 agreement must be dismissed first unless an alternative method
13 of determining the sequence of dismissal is established in a
14 collective bargaining agreement or contract between the board
15 and a professional faculty members' organization. On and after
16 September 1, 2019, the sequence of dismissal shall be as
17 follows: Within grouping one, the sequence of dismissal must be
18 at the discretion of the school district or joint agreement. As
19 between or among teachers in groupings 2 and 3, the teacher or
20 teachers with the shorter length of continuing service with the
21 school district or joint agreement must be dismissed first
22 unless an alternative method of determining the sequence of
23 dismissal is established in a collective bargaining agreement
24 or contract between the board and a professional faculty
25 members' organization.

26 Each board, including the governing board of a joint

1 agreement, shall, in consultation with any exclusive employee
2 representatives, each year establish a sequence of honorable
3 dismissal list categorized by positions and the groupings
4 defined in this subsection (b). Copies of the list showing each
5 teacher by name and categorized by positions and the groupings
6 defined in this subsection (b) must be distributed to the
7 exclusive bargaining representative at least 75 days before the
8 end of the school term, provided that the school district or
9 joint agreement may, with notice to any exclusive employee
10 representatives, move teachers from grouping one into another
11 grouping during the period of time from 75 days until 45 days
12 before the end of the school term. Each year, each board shall
13 also establish, in consultation with any exclusive employee
14 representatives, a list showing the length of continuing
15 service of each teacher who is qualified to hold any such
16 positions, unless an alternative method of determining a
17 sequence of dismissal is established as provided for in this
18 Section, in which case a list must be made in accordance with
19 the alternative method. Copies of the list must be distributed
20 to the exclusive employee representative at least 75 days
21 before the end of the school term.

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

26 Prior to September 1, 2019, if ~~if~~ the board or joint

1 agreement has any vacancies for the following school term or
2 within one calendar year from the beginning of the following
3 school term, the positions thereby becoming available must be
4 tendered to the teachers so removed or dismissed who were in
5 grouping ~~groupings~~ 3 or 4 of the sequence of dismissal and are
6 qualified to hold the positions, based upon legal
7 qualifications and any other qualifications established in a
8 district or joint agreement job description, on or before the
9 May 10 prior to the date of the positions becoming available,
10 provided that if the number of honorable dismissal notices
11 based on economic necessity exceeds 15% of the number of
12 full-time equivalent positions filled by certified employees
13 (excluding principals and administrative personnel) during the
14 preceding school year, then the recall period is for the
15 following school term or within 2 calendar years from the
16 beginning of the following school term. Prior to September 1,
17 2019, if ~~if~~ the board or joint agreement has any vacancies
18 within the period from the beginning of the following school
19 term through February 1 of the following school term (unless a
20 date later than February 1, but no later than 6 months from the
21 beginning of the following school term, is established in a
22 collective bargaining agreement), the positions thereby
23 becoming available must be tendered to the teachers so removed
24 or dismissed who were in grouping 2 of the sequence of
25 dismissal due to one "needs improvement" rating on either of
26 the teacher's last 2 performance evaluation ratings, provided

1 that, if 2 ratings are available, the other performance
2 evaluation rating used for grouping purposes is
3 "satisfactory", "proficient", or "excellent", and are
4 qualified to hold the positions, based upon legal
5 qualifications and any other qualifications established in a
6 district or joint agreement job description, on or before the
7 May 10 prior to the date of the positions becoming available.
8 On and after July 1, 2014 (the effective date of Public Act
9 98-648) and before September 1, 2019 ~~this amendatory Act of the~~
10 ~~98th General Assembly~~, the preceding sentence shall apply to
11 teachers removed or dismissed by honorable dismissal, even if
12 notice of honorable dismissal occurred during the 2013-2014
13 school year. Among teachers eligible for recall pursuant to the
14 preceding sentence, the order of recall must be in inverse
15 order of dismissal, unless an alternative order of recall is
16 established in a collective bargaining agreement or contract
17 between the board and a professional faculty members'
18 organization. Whenever the number of honorable dismissal
19 notices based upon economic necessity exceeds 5 notices or 150%
20 of the average number of teachers honorably dismissed in the
21 preceding 3 years, whichever is more, then the school board or
22 governing board of a joint agreement, as applicable, shall also
23 hold a public hearing on the question of the dismissals.
24 Following the hearing and board review, the action to approve
25 any such reduction shall require a majority vote of the board
26 members. Beginning on September 1, 2019, if the board or joint

1 agreement has any vacancies for the following school term or
2 within one calendar year from the beginning of the following
3 school term, the positions thereby becoming available must be
4 tendered to the teachers so removed or dismissed who were in
5 grouping 2 or 3 of the sequence of dismissal and are qualified
6 to hold the positions, based upon legal qualifications and any
7 other qualifications established in a district or joint
8 agreement job description, on or before the May 10 prior to the
9 date of the positions becoming available, provided that if the
10 number of honorable dismissal notices based on economic
11 necessity exceeds 15% of the number of full-time equivalent
12 positions filled by licensed employees (excluding principals
13 and administrative personnel) during the preceding school
14 year, then the recall period is for the following school term
15 or within 2 calendar years from the beginning of the following
16 school term. Among teachers eligible for recall pursuant to the
17 preceding sentence, the order of recall must be in inverse
18 order of dismissal, unless an alternative order of recall is
19 established in a collective bargaining agreement or contract
20 between the board and a professional faculty members'
21 organization.

22 For purposes of this subsection (b), subject to agreement
23 on an alternative definition reached by the joint committee
24 described in subsection (c) of this Section, a teacher's
25 performance evaluation rating means the overall performance
26 evaluation rating resulting from an annual or biennial

1 performance evaluation conducted pursuant to Article 24A of
2 this Code by the school district or joint agreement determining
3 the sequence of dismissal, not including any performance
4 evaluation conducted during or at the end of a remediation
5 period. No more than one evaluation rating each school term
6 shall be one of the evaluation ratings used for the purpose of
7 determining the sequence of dismissal. Except as otherwise
8 provided in this subsection for any performance evaluations
9 conducted during or at the end of a remediation period, if
10 multiple performance evaluations are conducted in a school
11 term, only the rating from the last evaluation conducted prior
12 to establishing the sequence of honorable dismissal list in
13 such school term shall be the one evaluation rating from that
14 school term used for the purpose of determining the sequence of
15 dismissal. Averaging ratings from multiple evaluations is not
16 permitted unless otherwise agreed to in a collective bargaining
17 agreement or contract between the board and a professional
18 faculty members' organization. The preceding 3 sentences are
19 not a legislative declaration that existing law does or does
20 not already require that only one performance evaluation each
21 school term shall be used for the purpose of determining the
22 sequence of dismissal. For performance evaluation ratings
23 determined prior to September 1, 2012, any school district or
24 joint agreement with a performance evaluation rating system
25 that does not use either of the rating category systems
26 specified in subsection (d) of Section 24A-5 of this Code for

1 all teachers must establish a basis for assigning each teacher
2 a rating that complies with subsection (d) of Section 24A-5 of
3 this Code for all of the performance evaluation ratings that
4 are to be used to determine the sequence of dismissal. A
5 teacher's grouping and ranking on a sequence of honorable
6 dismissal shall be deemed a part of the teacher's performance
7 evaluation, and that information shall be disclosed to the
8 exclusive bargaining representative as part of a sequence of
9 honorable dismissal list, notwithstanding any laws prohibiting
10 disclosure of such information. A performance evaluation
11 rating may be used to determine the sequence of dismissal,
12 notwithstanding the pendency of any grievance resolution or
13 arbitration procedures relating to the performance evaluation.
14 If a teacher has received at least one performance evaluation
15 rating conducted by the school district or joint agreement
16 determining the sequence of dismissal and a subsequent
17 performance evaluation is not conducted in any school year in
18 which such evaluation is required to be conducted under Section
19 24A-5 of this Code, the teacher's performance evaluation rating
20 for that school year for purposes of determining the sequence
21 of dismissal is deemed Proficient or, on or after September 1,
22 2019, effective. If a performance evaluation rating is
23 nullified as the result of an arbitration, administrative
24 agency, or court determination, then the school district or
25 joint agreement is deemed to have conducted a performance
26 evaluation for that school year, but the performance evaluation

1 rating may not be used in determining the sequence of
2 dismissal.

3 Nothing in this subsection (b) shall be construed as
4 limiting the right of a school board or governing board of a
5 joint agreement to dismiss a teacher not in contractual
6 continued service in accordance with Section 24-11 of this
7 Code.

8 Any provisions regarding the sequence of honorable
9 dismissals and recall of honorably dismissed teachers in a
10 collective bargaining agreement entered into on or before
11 January 1, 2011 and in effect on June 13, 2011 (the effective
12 date of Public Act 97-8) ~~this amendatory Act of the 97th~~
13 ~~General Assembly~~ that may conflict with Public Act 97-8 ~~this~~
14 ~~amendatory Act of the 97th General Assembly~~ shall remain in
15 effect through the expiration of such agreement or June 30,
16 2013, whichever is earlier.

17 (c) Each school district and special education joint
18 agreement must use a joint committee composed of equal
19 representation selected by the school board and its teachers
20 or, if applicable, the exclusive bargaining representative of
21 its teachers, to address the matters described in paragraphs
22 (1) through (5) of this subsection (c) pertaining to honorable
23 dismissals under subsection (b) of this Section.

24 (1) Prior to September 1, 2019, the ~~The~~ joint committee
25 must consider and may agree to criteria for excluding from
26 grouping 2 and placing into grouping 3 a teacher whose last

1 2 performance evaluations include a Needs Improvement and
2 either a Proficient or Excellent.

3 (2) Prior to September 1, 2019, the ~~The~~ joint committee
4 must consider and may agree to an alternative definition
5 for grouping 4, which definition must take into account
6 prior performance evaluation ratings and may take into
7 account other factors that relate to the school district's
8 or program's educational objectives. An alternative
9 definition for grouping 4 may not permit the inclusion of a
10 teacher in the grouping with a Needs Improvement or
11 Unsatisfactory performance evaluation rating on either of
12 the teacher's last 2 performance evaluation ratings.

13 (3) The joint committee may agree to including within
14 the definition of a performance evaluation rating a
15 performance evaluation rating administered by a school
16 district or joint agreement other than the school district
17 or joint agreement determining the sequence of dismissal.

18 (4) For each school district or joint agreement that
19 administers performance evaluation ratings that are
20 inconsistent with either of the rating category systems
21 specified in subsection (d) of Section 24A-5 of this Code,
22 the school district or joint agreement must consult with
23 the joint committee on the basis for assigning a rating
24 that complies with subsection (d) of Section 24A-5 of this
25 Code to each performance evaluation rating that will be
26 used in a sequence of dismissal.

1 (5) Upon request by a joint committee member submitted
2 to the employing board by no later than 10 days after the
3 distribution of the sequence of honorable dismissal list, a
4 representative of the employing board shall, within 5 days
5 after the request, provide to members of the joint
6 committee a list showing the most recent and prior
7 performance evaluation ratings of each teacher identified
8 only by length of continuing service in the district or
9 joint agreement and not by name. If, after review of this
10 list, a member of the joint committee has a good faith
11 belief that a disproportionate number of teachers with
12 greater length of continuing service with the district or
13 joint agreement have received a recent performance
14 evaluation rating lower than the prior rating, the member
15 may request that the joint committee review the list to
16 assess whether such a trend may exist. Following the joint
17 committee's review, but by no later than the end of the
18 applicable school term, the joint committee or any member
19 or members of the joint committee may submit a report of
20 the review to the employing board and exclusive bargaining
21 representative, if any. Nothing in this paragraph (5) shall
22 impact the order of honorable dismissal or a school
23 district's or joint agreement's authority to carry out a
24 dismissal in accordance with subsection (b) of this
25 Section.
26 Agreement by the joint committee as to a matter requires

1 the majority vote of all committee members, and if the joint
2 committee does not reach agreement on a matter, then the
3 otherwise applicable requirements of subsection (b) of this
4 Section shall apply. Except as explicitly set forth in this
5 subsection (c), a joint committee has no authority to agree to
6 any further modifications to the requirements for honorable
7 dismissals set forth in subsection (b) of this Section. The
8 joint committee must be established, and the first meeting of
9 the joint committee each school year must occur on or before
10 December 1.

11 The joint committee must reach agreement on a matter on or
12 before February 1 of a school year in order for the agreement
13 of the joint committee to apply to the sequence of dismissal
14 determined during that school year. Subject to the February 1
15 deadline for agreements, the agreement of a joint committee on
16 a matter shall apply to the sequence of dismissal until the
17 agreement is amended or terminated by the joint committee.

18 The provisions of the Open Meetings Act shall not apply to
19 meetings of a joint committee created under this subsection
20 (c).

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

25 (1) If a dismissal of a teacher in contractual
26 continued service is sought for any reason or cause other

1 than an honorable dismissal under subsections (a) or (b) of
2 this Section or a dismissal sought under Section 24-16.5 of
3 this Code, including those under Section 10-22.4, the board
4 must first approve a motion containing specific charges by
5 a majority vote of all its members. Written notice of such
6 charges, including a bill of particulars and the teacher's
7 right to request a hearing, must be mailed to the teacher
8 and also given to the teacher either by certified mail,
9 return receipt requested, or personal delivery with
10 receipt within 5 days of the adoption of the motion. Any
11 written notice sent on or after July 1, 2012 shall inform
12 the teacher of the right to request a hearing before a
13 mutually selected hearing officer, with the cost of the
14 hearing officer split equally between the teacher and the
15 board, or a hearing before a board-selected hearing
16 officer, with the cost of the hearing officer paid by the
17 board.

18 Before setting a hearing on charges stemming from
19 causes that are considered remediable, a board must give
20 the teacher reasonable warning in writing, stating
21 specifically the causes that, if not removed, may result in
22 charges; however, no such written warning is required if
23 the causes have been the subject of a remediation plan
24 pursuant to Article 24A of this Code.

25 If, in the opinion of the board, the interests of the
26 school require it, the board may suspend the teacher

1 without pay, pending the hearing, but if the board's
2 dismissal or removal is not sustained, the teacher shall
3 not suffer the loss of any salary or benefits by reason of
4 the suspension.

5 (2) No hearing upon the charges is required unless the
6 teacher within 17 days after receiving notice requests in
7 writing of the board that a hearing be scheduled before a
8 mutually selected hearing officer or a hearing officer
9 selected by the board. The secretary of the school board
10 shall forward a copy of the notice to the State Board of
11 Education.

12 (3) Within 5 business days after receiving a notice of
13 hearing in which either notice to the teacher was sent
14 before July 1, 2012 or, if the notice was sent on or after
15 July 1, 2012, the teacher has requested a hearing before a
16 mutually selected hearing officer, the State Board of
17 Education shall provide a list of 5 prospective, impartial
18 hearing officers from the master list of qualified,
19 impartial hearing officers maintained by the State Board of
20 Education. Each person on the master list must (i) be
21 accredited by a national arbitration organization and have
22 had a minimum of 5 years of experience directly related to
23 labor and employment relations matters between employers
24 and employees or their exclusive bargaining
25 representatives and (ii) beginning September 1, 2012, have
26 participated in training provided or approved by the State

1 Board of Education for teacher dismissal hearing officers
2 so that he or she is familiar with issues generally
3 involved in evaluative and non-evaluative dismissals.

4 If notice to the teacher was sent before July 1, 2012
5 or, if the notice was sent on or after July 1, 2012, the
6 teacher has requested a hearing before a mutually selected
7 hearing officer, the board and the teacher or their legal
8 representatives within 3 business days shall alternately
9 strike one name from the list provided by the State Board
10 of Education until only one name remains. Unless waived by
11 the teacher, the teacher shall have the right to proceed
12 first with the striking. Within 3 business days of receipt
13 of the list provided by the State Board of Education, the
14 board and the teacher or their legal representatives shall
15 each have the right to reject all prospective hearing
16 officers named on the list and notify the State Board of
17 Education of such rejection. Within 3 business days after
18 receiving this notification, the State Board of Education
19 shall appoint a qualified person from the master list who
20 did not appear on the list sent to the parties to serve as
21 the hearing officer, unless the parties notify it that they
22 have chosen to alternatively select a hearing officer under
23 paragraph (4) of this subsection (d).

24 If the teacher has requested a hearing before a hearing
25 officer selected by the board, the board shall select one
26 name from the master list of qualified impartial hearing

1 officers maintained by the State Board of Education within
2 3 business days after receipt and shall notify the State
3 Board of Education of its selection.

4 A hearing officer mutually selected by the parties,
5 selected by the board, or selected through an alternative
6 selection process under paragraph (4) of this subsection
7 (d) (A) must not be a resident of the school district, (B)
8 must be available to commence the hearing within 75 days
9 and conclude the hearing within 120 days after being
10 selected as the hearing officer, and (C) must issue a
11 decision as to whether the teacher must be dismissed and
12 give a copy of that decision to both the teacher and the
13 board within 30 days from the conclusion of the hearing or
14 closure of the record, whichever is later.

15 (4) In the alternative to selecting a hearing officer
16 from the list received from the State Board of Education or
17 accepting the appointment of a hearing officer by the State
18 Board of Education or if the State Board of Education
19 cannot provide a list or appoint a hearing officer that
20 meets the foregoing requirements, the board and the teacher
21 or their legal representatives may mutually agree to select
22 an impartial hearing officer who is not on the master list
23 either by direct appointment by the parties or by using
24 procedures for the appointment of an arbitrator
25 established by the Federal Mediation and Conciliation
26 Service or the American Arbitration Association. The

1 parties shall notify the State Board of Education of their
2 intent to select a hearing officer using an alternative
3 procedure within 3 business days of receipt of a list of
4 prospective hearing officers provided by the State Board of
5 Education, notice of appointment of a hearing officer by
6 the State Board of Education, or receipt of notice from the
7 State Board of Education that it cannot provide a list that
8 meets the foregoing requirements, whichever is later.

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

1 officer is selected by the board, then the board shall pay
2 100% of the hearing officer's fees and costs. The fees and
3 costs must be paid to the hearing officer within 14 days
4 after the board and the teacher or their legal
5 representatives receive the hearing officer's decision set
6 forth in paragraph (7) of this subsection (d).

7 (6) The teacher is required to answer the bill of
8 particulars and aver affirmative matters in his or her
9 defense, and the time for initially doing so and the time
10 for updating such answer and defenses after pre-hearing
11 discovery must be set by the hearing officer. The State
12 Board of Education shall promulgate rules so that each
13 party has a fair opportunity to present its case and to
14 ensure that the dismissal process proceeds in a fair and
15 expeditious manner. These rules shall address, without
16 limitation, discovery and hearing scheduling conferences;
17 the teacher's initial answer and affirmative defenses to
18 the bill of particulars and the updating of that
19 information after pre-hearing discovery; provision for
20 written interrogatories and requests for production of
21 documents; the requirement that each party initially
22 disclose to the other party and then update the disclosure
23 no later than 10 calendar days prior to the commencement of
24 the hearing, the names and addresses of persons who may be
25 called as witnesses at the hearing, a summary of the facts
26 or opinions each witness will testify to, and all other

1 documents and materials, including information maintained
2 electronically, relevant to its own as well as the other
3 party's case (the hearing officer may exclude witnesses and
4 exhibits not identified and shared, except those offered in
5 rebuttal for which the party could not reasonably have
6 anticipated prior to the hearing); pre-hearing discovery
7 and preparation, including provision for written
8 interrogatories and requests for production of documents,
9 provided that discovery depositions are prohibited; the
10 conduct of the hearing; the right of each party to be
11 represented by counsel, the offer of evidence and witnesses
12 and the cross-examination of witnesses; the authority of
13 the hearing officer to issue subpoenas and subpoenas duces
14 tecum, provided that the hearing officer may limit the
15 number of witnesses to be subpoenaed on behalf of each
16 party to no more than 7; the length of post-hearing briefs;
17 and the form, length, and content of hearing officers'
18 decisions. The hearing officer shall hold a hearing and
19 render a final decision for dismissal pursuant to Article
20 24A of this Code or shall report to the school board
21 findings of fact and a recommendation as to whether or not
22 the teacher must be dismissed for conduct. The hearing
23 officer shall commence the hearing within 75 days and
24 conclude the hearing within 120 days after being selected
25 as the hearing officer, provided that the hearing officer
26 may modify these timelines upon the showing of good cause

1 or mutual agreement of the parties. Good cause for the
2 purpose of this subsection (d) shall mean the illness or
3 otherwise unavoidable emergency of the teacher, district
4 representative, their legal representatives, the hearing
5 officer, or an essential witness as indicated in each
6 party's pre-hearing submission. In a dismissal hearing
7 pursuant to Article 24A of this Code, the hearing officer
8 shall consider and give weight to all of the teacher's
9 evaluations written pursuant to Article 24A that are
10 relevant to the issues in the hearing.

11 Each party shall have no more than 3 days to present
12 its case, unless extended by the hearing officer to enable
13 a party to present adequate evidence and testimony,
14 including due to the other party's cross-examination of the
15 party's witnesses, for good cause or by mutual agreement of
16 the parties. The State Board of Education shall define in
17 rules the meaning of "day" for such purposes. All testimony
18 at the hearing shall be taken under oath administered by
19 the hearing officer. The hearing officer shall cause a
20 record of the proceedings to be kept and shall employ a
21 competent reporter to take stenographic or stenotype notes
22 of all the testimony. The costs of the reporter's
23 attendance and services at the hearing shall be paid by the
24 party or parties who are responsible for paying the fees
25 and costs of the hearing officer. Either party desiring a
26 transcript of the hearing shall pay for the cost thereof.

1 Any post-hearing briefs must be submitted by the parties by
2 no later than 21 days after a party's receipt of the
3 transcript of the hearing, unless extended by the hearing
4 officer for good cause or by mutual agreement of the
5 parties.

6 (7) The hearing officer shall, within 30 days from the
7 conclusion of the hearing or closure of the record,
8 whichever is later, make a decision as to whether or not
9 the teacher shall be dismissed pursuant to Article 24A of
10 this Code or report to the school board findings of fact
11 and a recommendation as to whether or not the teacher shall
12 be dismissed for cause and shall give a copy of the
13 decision or findings of fact and recommendation to both the
14 teacher and the school board. If a hearing officer fails
15 without good cause, specifically provided in writing to
16 both parties and the State Board of Education, to render a
17 decision or findings of fact and recommendation within 30
18 days after the hearing is concluded or the record is
19 closed, whichever is later, the parties may mutually agree
20 to select a hearing officer pursuant to the alternative
21 procedure, as provided in this Section, to rehear the
22 charges heard by the hearing officer who failed to render a
23 decision or findings of fact and recommendation or to
24 review the record and render a decision. If any hearing
25 officer fails without good cause, specifically provided in
26 writing to both parties and the State Board of Education,

1 to render a decision or findings of fact and recommendation
2 within 30 days after the hearing is concluded or the record
3 is closed, whichever is later, the hearing officer shall be
4 removed from the master list of hearing officers maintained
5 by the State Board of Education for not more than 24
6 months. The parties and the State Board of Education may
7 also take such other actions as it deems appropriate,
8 including recovering, reducing, or withholding any fees
9 paid or to be paid to the hearing officer. If any hearing
10 officer repeats such failure, he or she must be permanently
11 removed from the master list maintained by the State Board
12 of Education and may not be selected by parties through the
13 alternative selection process under this paragraph (7) or
14 paragraph (4) of this subsection (d). The board shall not
15 lose jurisdiction to discharge a teacher if the hearing
16 officer fails to render a decision or findings of fact and
17 recommendation within the time specified in this Section.
18 If the decision of the hearing officer for dismissal
19 pursuant to Article 24A of this Code or of the school board
20 for dismissal for cause is in favor of the teacher, then
21 the hearing officer or school board shall order
22 reinstatement to the same or substantially equivalent
23 position and shall determine the amount for which the
24 school board is liable, including, but not limited to, loss
25 of income and benefits.

26 (8) The school board, within 45 days after receipt of

1 the hearing officer's findings of fact and recommendation
2 as to whether (i) the conduct at issue occurred, (ii) the
3 conduct that did occur was remediable, and (iii) the
4 proposed dismissal should be sustained, shall issue a
5 written order as to whether the teacher must be retained or
6 dismissed for cause from its employ. The school board's
7 written order shall incorporate the hearing officer's
8 findings of fact, except that the school board may modify
9 or supplement the findings of fact if, in its opinion, the
10 findings of fact are against the manifest weight of the
11 evidence.

12 If the school board dismisses the teacher
13 notwithstanding the hearing officer's findings of fact and
14 recommendation, the school board shall make a conclusion in
15 its written order, giving its reasons therefor, and such
16 conclusion and reasons must be included in its written
17 order. The failure of the school board to strictly adhere
18 to the timelines contained in this Section shall not render
19 it without jurisdiction to dismiss the teacher. The school
20 board shall not lose jurisdiction to discharge the teacher
21 for cause if the hearing officer fails to render a
22 recommendation within the time specified in this Section.
23 The decision of the school board is final, unless reviewed
24 as provided in paragraph (9) of this subsection (d).

25 If the school board retains the teacher, the school
26 board shall enter a written order stating the amount of

1 back pay and lost benefits, less mitigation, to be paid to
2 the teacher, within 45 days after its retention order.
3 Should the teacher object to the amount of the back pay and
4 lost benefits or amount mitigated, the teacher shall give
5 written objections to the amount within 21 days. If the
6 parties fail to reach resolution within 7 days, the dispute
7 shall be referred to the hearing officer, who shall
8 consider the school board's written order and teacher's
9 written objection and determine the amount to which the
10 school board is liable. The costs of the hearing officer's
11 review and determination must be paid by the board.

12 (9) The decision of the hearing officer pursuant to
13 Article 24A of this Code or of the school board's decision
14 to dismiss for cause is final unless reviewed as provided
15 in Section 24-16 of this Code Act. If the school board's
16 decision to dismiss for cause is contrary to the hearing
17 officer's recommendation, the court on review shall give
18 consideration to the school board's decision and its
19 supplemental findings of fact, if applicable, and the
20 hearing officer's findings of fact and recommendation in
21 making its decision. In the event such review is
22 instituted, the school board shall be responsible for
23 preparing and filing the record of proceedings, and such
24 costs associated therewith must be divided equally between
25 the parties.

26 (10) If a decision of the hearing officer for dismissal

1 pursuant to Article 24A of this Code or of the school board
2 for dismissal for cause is adjudicated upon review or
3 appeal in favor of the teacher, then the trial court shall
4 order reinstatement and shall remand the matter to the
5 school board with direction for entry of an order setting
6 the amount of back pay, lost benefits, and costs, less
7 mitigation. The teacher may challenge the school board's
8 order setting the amount of back pay, lost benefits, and
9 costs, less mitigation, through an expedited arbitration
10 procedure, with the costs of the arbitrator borne by the
11 school board.

12 Any teacher who is reinstated by any hearing or
13 adjudication brought under this Section shall be assigned
14 by the board to a position substantially similar to the one
15 which that teacher held prior to that teacher's suspension
16 or dismissal.

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

24 (e) Nothing contained in Public Act 98-648 ~~this amendatory~~
25 ~~Act of the 98th General Assembly~~ repeals, supersedes,
26 invalidates, or nullifies final decisions in lawsuits pending

1 on July 1, 2014 (the effective date of Public Act 98-648) ~~this~~
2 ~~amendatory Act of the 98th General Assembly~~ in Illinois courts
3 involving the interpretation of Public Act 97-8.
4 (Source: P.A. 99-78, eff. 7-20-15; 100-768, eff. 1-1-19;
5 revised 9-28-18.)

6 (105 ILCS 5/24-16.5)

7 Sec. 24-16.5. Optional alternative evaluative dismissal
8 process for PERA evaluations.

9 (a) As used in this Section:

10 "Applicable hearing requirements" means (i) for any school
11 district having less than 500,000 inhabitants or a program of a
12 special education joint agreement, those procedures and
13 requirements relating to a teacher's request for a hearing,
14 selection of a hearing officer, pre-hearing and hearing
15 procedures, and post-hearing briefs set forth in paragraphs (1)
16 through (6) of subsection (d) of Section 24-12 of this Code or
17 (ii) for a school district having 500,000 inhabitants or more,
18 those procedures and requirements relating to a teacher's
19 request for a hearing, selection of a hearing officer,
20 pre-hearing and hearing procedures, and post-hearing briefs
21 set forth in paragraphs (1) through (5) of subsection (a) of
22 Section 34-85 of this Code.

23 "Board" means, for a school district having less than
24 500,000 inhabitants or a program of a special education joint
25 agreement, the board of directors, board of education, or board

1 of school inspectors, as the case may be. For a school district
2 having 500,000 inhabitants or more, "board" means the Chicago
3 Board of Education.

4 "Evaluator" means an evaluator, as defined in Section
5 24A-2.5 of this Code, who has successfully completed the
6 pre-qualification program described in subsection (b) of
7 Section 24A-3 of this Code.

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

11 "PERA evaluation" means a performance evaluation of a
12 teacher after the implementation date of an evaluation system
13 for teachers, as specified by Section 24A-2.5 of this Code,
14 using a performance evaluation instrument and process that
15 meets the minimum requirements for teacher evaluation
16 instruments and processes set forth in rules adopted by the
17 State Board of Education to implement Public Act 96-861.

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

22 "School district" means a school district or a program of a
23 special education joint agreement.

24 "Second evaluator" means an evaluator who either conducts
25 the mid-point and final remediation evaluation or conducts an
26 independent assessment of whether the teacher completed the

1 remediation plan with a rating equal to or better than a
2 "Proficient" rating or, on and after September 1, 2019, equal
3 to an "effective" rating, all in accordance with subdivision
4 (c) of this Section.

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

9 "Teacher practice components" means the components of a
10 performance evaluation plan described in subdivisions (a) and
11 (b) of Section 24A-5 of this Code, as may be supplemented by
12 administrative rules adopted by the State Board of Education.

13 "Teacher representatives" means the exclusive bargaining
14 representative of a school district's teachers or, if no
15 exclusive bargaining representatives exists, a representative
16 committee selected by teachers.

17 (b) This Section applies to all school districts, including
18 those having 500,000 or more inhabitants. The optional
19 dismissal process set forth in this Section is an alternative
20 to those set forth in Sections 24-12 and 34-85 of this Code.
21 Nothing in this Section is intended to change the existing
22 practices or precedents under Section 24-12 or 34-85 of this
23 Code, nor shall this Section be interpreted as implying
24 standards and procedures that should or must be used as part of
25 a remediation that precedes a dismissal sought under Section
26 24-12 or 34-85 of this Code.

1 A board may dismiss a teacher who has entered upon
2 contractual continued service under this Section if the
3 following are met:

4 (1) the cause of dismissal is that the teacher has
5 failed to complete a remediation plan with a rating equal
6 to or better than a "Proficient" or, on and after September
7 1, 2019, "effective" rating;

8 (2) the "Unsatisfactory" or, on and after September 1,
9 2019, "ineffective" performance evaluation rating that
10 preceded remediation resulted from a PERA evaluation; and

11 (3) the school district has complied with subsection
12 (c) of this Section.

13 A school district may not, through agreement with a teacher
14 or its teacher representatives, waive its right to dismiss a
15 teacher under this Section.

16 (c) Each school district electing to use the dismissal
17 process set forth in this Section must comply with the
18 pre-remediation and remediation activities and requirements
19 set forth in this subsection (c).

20 (1) Before a school district's first remediation
21 relating to a dismissal under this Section, the school
22 district must create and establish a list of at least 2
23 evaluators who will be available to serve as second
24 evaluators under this Section. The school district shall
25 provide its teacher representatives with an opportunity to
26 submit additional names of teacher evaluators who will be

1 available to serve as second evaluators and who will be
2 added to the list created and established by the school
3 district, provided that, unless otherwise agreed to by the
4 school district, the teacher representatives may not
5 submit more teacher evaluators for inclusion on the list
6 than the number of evaluators submitted by the school
7 district. Each teacher evaluator must either have (i)
8 National Board of Professional Teaching Standards
9 certification, with no "Unsatisfactory" or "Needs
10 Improvement" or, on and after September 1, 2019,
11 "ineffective" performance evaluating ratings in his or her
12 2 most recent performance evaluation ratings; or (ii)
13 "Excellent" or, on and after September 1, 2019, "effective"
14 performance evaluation ratings in 2 of his or her 3 most
15 recent performance evaluations, with no "Needs
16 Improvement" or "Unsatisfactory" or, on and after
17 September 1, 2019, "ineffective" performance evaluation
18 ratings in his or her last 3 ratings. If the teacher
19 representatives do not submit a list of teacher evaluators
20 within 21 days after the school district's request, the
21 school district may proceed with a remediation using a list
22 that includes only the school district's selections.
23 Either the school district or the teacher representatives
24 may revise or add to their selections for the list at any
25 time with notice to the other party, subject to the
26 limitations set forth in this paragraph (1).

1 (2) Before a school district's first remediation
2 relating to a dismissal under this Section, the school
3 district shall, in good faith cooperation with its teacher
4 representatives, establish a process for the selection of a
5 second evaluator from the list created pursuant to
6 paragraph (1) of this subsection (c). Such process may be
7 amended at any time in good faith cooperation with the
8 teacher representatives. If the teacher representatives
9 are given an opportunity to cooperate with the school
10 district and elect not to do so, the school district may,
11 at its discretion, establish or amend the process for
12 selection. Before the hearing officer and as part of any
13 judicial review of a dismissal under this Section, a
14 teacher may not challenge a remediation or dismissal on the
15 grounds that the process used by the school district to
16 select a second evaluator was not established in good faith
17 cooperation with its teacher representatives.

18 (3) For each remediation preceding a dismissal under
19 this Section, the school district shall select a second
20 evaluator from the list of second evaluators created
21 pursuant to paragraph (1) of this subsection (c), using the
22 selection process established pursuant to paragraph (2) of
23 this subsection (c). The selected second evaluator may not
24 be the same individual who determined the teacher's
25 "Unsatisfactory" or, on and after September 1, 2019,
26 "ineffective" performance evaluation rating preceding

1 remediation, and, if the second evaluator is an
2 administrator, may not be a direct report to the individual
3 who determined the teacher's "Unsatisfactory" or, on and
4 after September 1, 2019, "ineffective" performance
5 evaluation rating preceding remediation. The school
6 district's authority to select a second evaluator from the
7 list of second evaluators must not be delegated or limited
8 through any agreement with the teacher representatives,
9 provided that nothing shall prohibit a school district and
10 its teacher representatives from agreeing to a formal peer
11 evaluation process as permitted under Article 24A of this
12 Code that could be used to meet the requirements for the
13 selection of second evaluators under this subsection (c).

14 (4) The second evaluator selected pursuant to
15 paragraph (3) of this subsection (c) must either (i)
16 conduct the mid-point and final evaluation during
17 remediation or (ii) conduct an independent assessment of
18 whether the teacher completed the remediation plan with a
19 rating equal to or better than a "Proficient" or, on and
20 after September 1, 2019, "effective" rating, which
21 independent assessment shall include, but is not limited
22 to, personal or video-recorded observations of the teacher
23 that relate to the teacher practice components of the
24 remediation plan. Nothing in this subsection (c) shall be
25 construed to limit or preclude the participation of the
26 evaluator who rated a teacher as "Unsatisfactory" or, on

1 and after September 1, 2019, "ineffective" in remediation.

2 (d) To institute a dismissal proceeding under this Section,
3 the board must first provide written notice to the teacher
4 within 30 days after the completion of the final remediation
5 evaluation. The notice shall comply with the applicable hearing
6 requirements and, in addition, must specify that dismissal is
7 sought under this Section and include a copy of each
8 performance evaluation relating to the scope of the hearing as
9 described in this subsection (d).

10 The applicable hearing requirements shall apply to the
11 teacher's request for a hearing, the selection and
12 qualifications of the hearing officer, and pre-hearing and
13 hearing procedures, except that all of the following must be
14 met:

15 (1) The hearing officer must, in addition to meeting
16 the qualifications set forth in the applicable hearing
17 requirements, have successfully completed the
18 pre-qualification program described in subsection (b) of
19 Section 24A-3 of this Code, unless the State Board of
20 Education waives this requirement to provide an adequate
21 pool of hearing officers for consideration.

22 (2) The scope of the hearing must be limited as
23 follows:

24 (A) The school district must demonstrate the
25 following:

26 (i) that the "Unsatisfactory" or, on and after

1 September 1, 2019, "ineffective" performance
2 evaluation rating that preceded remediation
3 applied the teacher practice components and
4 student growth components and determined an
5 overall evaluation rating of "Unsatisfactory" or,
6 on and after September 1, 2019, "ineffective" in
7 accordance with the standards and requirements of
8 the school district's evaluation plan;

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

11 (iii) that the teacher failed to complete the
12 remediation plan with a performance evaluation
13 rating equal to or better than a "Proficient" or,
14 on and after September 1, 2019, "effective"
15 rating, based upon a final remediation evaluation
16 meeting the applicable standards and requirements
17 of the school district's evaluation plan; and

18 (iv) that if the second evaluator selected
19 pursuant to paragraph (3) of subsection (c) of this
20 Section does not conduct the mid-point and final
21 evaluation and makes an independent assessment
22 that the teacher completed the remediation plan
23 with a rating equal to or better than a
24 "Proficient" or, on and after September 1, 2019,
25 "effective" rating, the school district must
26 demonstrate that the final remediation evaluation

1 is a more valid assessment of the teacher's
2 performance than the assessment made by the second
3 evaluator.

4 (B) The teacher may only challenge the substantive
5 and procedural aspects of (i) the "Unsatisfactory" or,
6 on and after September 1, 2019, "ineffective"
7 performance evaluation rating that led to the
8 remediation, (ii) the remediation plan, and (iii) the
9 final remediation evaluation. To the extent the
10 teacher challenges procedural aspects, including any
11 in applicable collective bargaining agreement
12 provisions, of a relevant performance evaluation
13 rating or the remediation plan, the teacher must
14 demonstrate how an alleged procedural defect
15 materially affected the teacher's ability to
16 demonstrate a level of performance necessary to avoid
17 remediation or dismissal or successfully complete the
18 remediation plan. Without any such material effect, a
19 procedural defect shall not impact the assessment by
20 the hearing officer, board, or reviewing court of the
21 validity of a performance evaluation or a remediation
22 plan.

23 (C) The hearing officer shall only consider and
24 give weight to performance evaluations relevant to the
25 scope of the hearing as described in clauses (A) and
26 (B) of this subdivision (2).

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

8 (e) The provisions of Sections 24-12 and 34-85 pertaining
9 to the decision or recommendation of the hearing officer do not
10 apply to dismissal proceedings under this Section. For any
11 dismissal proceedings under this Section, the hearing officer
12 shall not issue a decision, and shall issue only findings of
13 fact and a recommendation, including the reasons therefor, to
14 the board to either retain or dismiss the teacher and shall
15 give a copy of the report to both the teacher and the
16 superintendent of the school district. The hearing officer's
17 findings of fact and recommendation must be issued within 30
18 days from the close of the record of the hearing.

19 The State Board of Education shall adopt rules regarding
20 the length of the hearing officer's findings of fact and
21 recommendation. If a hearing officer fails without good cause,
22 specifically provided in writing to both parties and the State
23 Board of Education, to render a recommendation within 30 days
24 after the hearing is concluded or the record is closed,
25 whichever is later, the parties may mutually agree to select a
26 hearing officer pursuant to the alternative procedure, as

1 provided in Section 24-12 or 34-85, to rehear the charges heard
2 by the hearing officer who failed to render a recommendation or
3 to review the record and render a recommendation. If any
4 hearing officer fails without good cause, specifically
5 provided in writing to both parties and the State Board of
6 Education, to render a recommendation within 30 days after the
7 hearing is concluded or the record is closed, whichever is
8 later, the hearing officer shall be removed from the master
9 list of hearing officers maintained by the State Board of
10 Education for not more than 24 months. The parties and the
11 State Board of Education may also take such other actions as it
12 deems appropriate, including recovering, reducing, or
13 withholding any fees paid or to be paid to the hearing officer.
14 If any hearing officer repeats such failure, he or she shall be
15 permanently removed from the master list of hearing officers
16 maintained by the State Board of Education.

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

23 If the board dismisses the teacher notwithstanding the
24 hearing officer's recommendation of retention, the board shall
25 make a conclusion, giving its reasons therefor, and such
26 conclusion and reasons must be included in its written order.

1 The failure of the board to strictly adhere to the timelines
2 contained in this Section does not render it without
3 jurisdiction to dismiss the teacher. The board shall not lose
4 jurisdiction to discharge the teacher if the hearing officer
5 fails to render a recommendation within the time specified in
6 this Section. The decision of the board is final, unless
7 reviewed as provided in subsection (g) of this Section.

8 If the board retains the teacher, the board shall enter a
9 written order stating the amount of back pay and lost benefits,
10 less mitigation, to be paid to the teacher, within 45 days of
11 its retention order.

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

16 (1) for a teacher dismissed by a school district having
17 500,000 inhabitants or more, such judicial review must be
18 taken directly to the appellate court of the judicial
19 district in which the board maintains its primary
20 administrative office, and any direct appeal to the
21 appellate court must be filed within 35 days from the date
22 that a copy of the decision sought to be reviewed was
23 served upon the teacher;

24 (2) for a teacher dismissed by a school district having
25 less than 500,000 inhabitants after the hearing officer
26 recommended dismissal, such judicial review must be taken

1 directly to the appellate court of the judicial district in
2 which the board maintains its primary administrative
3 office, and any direct appeal to the appellate court must
4 be filed within 35 days from the date that a copy of the
5 decision sought to be reviewed was served upon the teacher;
6 and

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

11 In the event judicial review is instituted by a teacher,
12 any costs of preparing and filing the record of proceedings
13 must be paid by the teacher. If a decision of the board is
14 adjudicated upon judicial review in favor of the teacher, then
15 the court shall remand the matter to the board with direction
16 for entry of an order setting the amount of back pay, lost
17 benefits, and costs, less mitigation. The teacher may challenge
18 the board's order setting the amount of back pay, lost
19 benefits, and costs, less mitigation, through an expedited
20 arbitration procedure with the costs of the arbitrator borne by
21 the board.

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

23 (105 ILCS 5/24A-4) (from Ch. 122, par. 24A-4)

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

25 (a) As used in this and the succeeding Sections, "teacher"

1 means any and all school district employees regularly required
2 to be certified under laws relating to the certification of
3 teachers. Each school district shall develop, in cooperation
4 with its teachers or, where applicable, the exclusive
5 bargaining representatives of its teachers, an evaluation plan
6 for all teachers.

7 (b) By no later than the applicable implementation date,
8 each school district ~~may shall~~, in good faith cooperation with
9 its teachers or, where applicable, the exclusive bargaining
10 representatives of its teachers, incorporate the use of data
11 and indicators on student growth as a significant factor in
12 rating teaching performance, into its evaluation plan for all
13 teachers, both those teachers in contractual continued service
14 and those teachers not in contractual continued service. The
15 plan ~~may shall at least~~ meet the standards and requirements for
16 student growth and teacher evaluation established under
17 Section 24A-7, and specifically describe how student growth
18 data and indicators will be used as part of the evaluation
19 process, how this information will relate to evaluation
20 standards, the assessments or other indicators of student
21 performance that will be used in measuring student growth and
22 the weight that each will have, the methodology that will be
23 used to measure student growth, and the criteria other than
24 student growth that will be used in evaluating the teacher and
25 the weight that each will have.

26 To incorporate the use of data and indicators of student

1 growth as a significant factor in rating teacher performance
2 into the evaluation plan, the district shall use a joint
3 committee composed of equal representation selected by the
4 district and its teachers or, where applicable, the exclusive
5 bargaining representative of its teachers. If, within 180
6 calendar days of the committee's first meeting, the committee
7 does not reach agreement on the plan, then the district shall
8 implement the model evaluation plan established under Section
9 24A-7 with respect to the use of data and indicators on student
10 growth as a significant factor in rating teacher performance.

11 Nothing in this subsection (b) shall make decisions on the
12 use of data and indicators on student growth as a significant
13 factor in rating teaching performance mandatory subjects of
14 bargaining under the Illinois Educational Labor Relations Act
15 that are not currently mandatory subjects of bargaining under
16 the Act.

17 The provisions of the Open Meetings Act shall not apply to
18 meetings of a joint committee formed under this subsection (b).

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

26 (d) The use of data and indicators for student growth shall

1 cease to be a requirement of teacher evaluations beginning no
2 later than the 2019-2020 school year. Continued use of student
3 growth measures in the 2019-2020 school year and any subsequent
4 school years must be agreed to by both the district and the
5 teachers or, if applicable, the exclusive bargaining
6 representative of its teachers. Beginning the first school year
7 following the effective date of this amendatory Act of the
8 100th General Assembly, the joint committee referred to in
9 subsection (b) of this Section shall meet no less than one time
10 annually to assess and review the effectiveness of the
11 district's evaluation plan for the purposes of continuous
12 improvement of instruction and evaluation practices. On or
13 after September 1, 2019, this joint committee shall develop
14 differentiated professional development opportunities based on
15 the outcomes of the district's evaluation plan. Professional
16 development opportunities shall take into account ongoing
17 professional responsibilities, including regular teaching
18 assignments, and include support and resources the district is
19 to provide to strengthen the district's instructional program.
20 Nothing in Section 24A-5 of this Code prevents the district and
21 its teachers or, if applicable, the exclusive bargaining
22 representative of its teachers from establishing additional
23 rating categories for school district professional development
24 purposes.

25 (Source: P.A. 100-768, eff. 1-1-19.)

1 (105 ILCS 5/24A-5) (from Ch. 122, par. 24A-5)

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

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

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

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

16 (2) each teacher in contractual continued service is
17 evaluated at least once in the course of every 2 school
18 years. However, any teacher in contractual continued
19 service whose performance is rated as ~~either "needs~~
20 ~~improvement" or "unsatisfactory"~~ or, on or after September
21 1, 2019, "ineffective" must be evaluated at least once in
22 the school year following the receipt of such rating.

23 Notwithstanding anything to the contrary in this Section or
24 any other Section of the School Code, a principal shall not be
25 prohibited from evaluating any teachers within a school during
26 his or her first year as principal of such school. If a

1 first-year principal exercises this option in a school district
2 where the evaluation plan provides for a teacher in contractual
3 continued service to be evaluated once in the course of every 2
4 school years, then a new 2-year evaluation plan must be
5 established.

6 The evaluation plan shall comply with the requirements of
7 this Section and of any rules adopted by the State Board of
8 Education pursuant to this Section.

9 The plan shall include a description of each teacher's
10 duties and responsibilities and of the standards to which that
11 teacher is expected to conform, and shall include at least the
12 following components:

13 (a) personal observation of the teacher in the
14 classroom by the evaluator, unless the teacher has no
15 classroom duties.

16 (b) consideration of the teacher's attendance,
17 planning, instructional methods, classroom management,
18 where relevant, and competency in the subject matter
19 taught.

20 (c) by no later than the applicable implementation
21 date, consideration of student growth may be ~~as~~ a
22 significant factor in the rating of the teacher's
23 performance.

24 (d) prior to September 1, 2012, rating of the
25 performance of teachers in contractual continued service
26 as either:

1 (i) "excellent", "satisfactory" or
2 "unsatisfactory"; or

3 (ii) "excellent", "proficient", "needs
4 improvement" or "unsatisfactory".

5 (e) on and after September 1, 2019 ~~2012~~, rating of the
6 performance of all teachers as "excellent", "proficient",
7 or "needs improvement" shall be considered "effective" and
8 rating of the performance of all teachers as ~~or~~
9 "unsatisfactory" shall be considered "ineffective".

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

12 (g) inclusion of a copy of the evaluation in the
13 teacher's personnel file and provision of a copy to the
14 teacher.

15 (h) prior to September 1, 2019, within 30 school days
16 after the completion of an evaluation rating a teacher in
17 contractual continued service as "needs improvement",
18 development by the evaluator, in consultation with the
19 teacher, and taking into account the teacher's on-going
20 professional responsibilities including his or her regular
21 teaching assignments, of a professional development plan
22 directed to the areas that need improvement and any
23 supports that the district will provide to address the
24 areas identified as needing improvement.

25 (i) within 30 school days after completion of an
26 evaluation rating a teacher in contractual continued

1 service as "unsatisfactory" or, on or after September 1,
2 2019, "ineffective", development and commencement by the
3 district of a remediation plan designed to correct
4 deficiencies cited, provided the deficiencies are deemed
5 remediable. In all school districts the remediation plan
6 for unsatisfactory, tenured teachers shall provide for 90
7 school days of remediation within the classroom, unless an
8 applicable collective bargaining agreement provides for a
9 shorter duration. In all school districts evaluations
10 issued pursuant to this Section shall be issued within 10
11 days after the conclusion of the respective remediation
12 plan. However, the school board or other governing
13 authority of the district shall not lose jurisdiction to
14 discharge a teacher in the event the evaluation is not
15 issued within 10 days after the conclusion of the
16 respective remediation plan.

17 (j) participation in the remediation plan by the
18 teacher in contractual continued service rated
19 "unsatisfactory" or, on or after September 1, 2019,
20 "ineffective", an evaluator, and a consulting teacher
21 selected by the evaluator of the teacher who was rated
22 "unsatisfactory" or, on or after September 1, 2019,
23 "ineffective". The criteria for a ~~which~~ consulting teacher
24 shall include, but not be limited to, being ~~is~~ an
25 educational employee as defined in the Educational Labor
26 Relations Act, having ~~has~~ at least 5 years' teaching

1 experience, and a reasonable familiarity with the
2 assignment of the teacher being evaluated, and having ~~who~~
3 received an "excellent" rating or, on or after September 1,
4 2019, an "effective" rating on his or her most recent
5 evaluation. Where no teachers who meet these criteria are
6 available within the district, the district shall request
7 and the applicable regional office of education shall
8 supply, to participate in the remediation process, an
9 individual who meets these criteria.

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

24 (k) a mid-point and final evaluation by an evaluator
25 during and at the end of the remediation period,
26 immediately following receipt of a remediation plan

1 provided for under subsections (i) and (j) of this Section.
2 Each evaluation shall assess the teacher's performance
3 during the time period since the prior evaluation; provided
4 that the last evaluation shall also include an overall
5 evaluation of the teacher's performance during the
6 remediation period. A written copy of the evaluations and
7 ratings, in which any deficiencies in performance and
8 recommendations for correction are identified, shall be
9 provided to and discussed with the teacher within 10 school
10 days after the date of the evaluation, unless an applicable
11 collective bargaining agreement provides to the contrary.
12 These subsequent evaluations shall be conducted by an
13 evaluator. The consulting teacher shall provide advice to
14 the teacher rated "unsatisfactory" or, on or after
15 September 1, 2019, "ineffective" on how to improve teaching
16 skills and to successfully complete the remediation plan.
17 The consulting teacher shall participate in developing the
18 remediation plan, but the final decision as to the
19 evaluation shall be done solely by the evaluator, unless an
20 applicable collective bargaining agreement provides to the
21 contrary. Evaluations at the conclusion of the remediation
22 process shall be separate and distinct from the required
23 annual evaluations of teachers and shall not be subject to
24 the guidelines and procedures relating to those annual
25 evaluations. The evaluator may but is not required to use
26 the forms provided for the annual evaluation of teachers in

1 the district's evaluation plan.

2 (l) reinstatement to the evaluation schedule set forth
3 in the district's evaluation plan for any teacher in
4 contractual continued service who achieves a rating equal
5 to or better than "satisfactory" or "proficient" in the
6 school year following a rating of "needs improvement" or,
7 on or after September 1, 2019, "effective" or
8 "unsatisfactory" or, on or after September 1, 2019,
9 "ineffective".

10 (m) dismissal in accordance with subsection (d) of
11 Section 24-12 or Section 24-16.5 or 34-85 of this Code of
12 any teacher who fails to complete any applicable
13 remediation plan with a rating equal to or better than a
14 "satisfactory" or "proficient" or, on or after September 1,
15 2019, "effective" rating. Districts and teachers subject
16 to dismissal hearings are precluded from compelling the
17 testimony of consulting teachers at such hearings under
18 subsection (d) of Section 24-12 or Section 24-16.5 or 34-85
19 of this Code, either as to the rating process or for
20 opinions of performances by teachers under remediation.

21 (n) After the implementation date of an evaluation
22 system for teachers in a district as specified in Section
23 24A-2.5 of this Code, if a teacher in contractual continued
24 service successfully completes a remediation plan
25 following a rating of "unsatisfactory" or, on or after
26 September 1, 2019, "ineffective" in an annual or biennial

1 overall performance evaluation received after the
2 foregoing implementation date and receives a subsequent
3 rating of "unsatisfactory" or, on or after September 1,
4 2019, "ineffective" in any of the teacher's annual or
5 biennial overall performance evaluation ratings received
6 during the 36-month period following the teacher's
7 completion of the remediation plan, then the school
8 district may forego remediation and seek dismissal in
9 accordance with subsection (d) of Section 24-12 or Section
10 34-85 of this Code.

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

21 Nothing contained in this amendatory Act of the 98th
22 General Assembly repeals, supersedes, invalidates, or
23 nullifies final decisions in lawsuits pending on the effective
24 date of this amendatory Act of the 98th General Assembly in
25 Illinois courts involving the interpretation of Public Act
26 97-8.

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

3 (105 ILCS 5/24A-5.5 new)

4 Sec. 24A-5.5. Local appeal process for ineffective
5 ratings. Beginning with for the first school year following the
6 effective date of this amendatory Act of the 101st General
7 Assembly, each school district shall, in good faith cooperation
8 with its teachers or, if applicable, through good faith
9 bargaining with the exclusive bargaining representative of its
10 teachers develop and implement an appeals process for
11 "ineffective" ratings that includes, but is not limited to, an
12 assessment of the original rating by a panel of qualified
13 evaluators agreed to by the joint committee referred to in
14 subsection (b) of Section 24A-4 of this Code and that has the
15 power to reevaluate and re-rate a teacher who appeals. The
16 joint committee shall determine the criteria for successful
17 appeals.

18 (105 ILCS 5/24A-7) (from Ch. 122, par. 24A-7)

19 Sec. 24A-7. Rules. The State Board of Education is
20 authorized to adopt such rules as are deemed necessary to
21 implement and accomplish the purposes and provisions of this
22 Article, including, but not limited to, rules (i) relating to
23 the methods for measuring student growth (including, but not
24 limited to, limitations on the age of useable data; the amount

1 of data needed to reliably and validly measure growth for the
2 purpose of teacher and principal evaluations; and whether and
3 at what time annual State assessments may be used as one of
4 multiple measures of student growth), (ii) defining the term
5 "significant factor" for purposes of including consideration
6 of student growth in performance ratings, (iii) controlling for
7 such factors as student characteristics (including, but not
8 limited to, students receiving special education and English
9 Language Learner services), student attendance, and student
10 mobility so as to best measure the impact that a teacher,
11 principal, school and school district has on students' academic
12 achievement, (iv) establishing minimum requirements for
13 district teacher and principal evaluation instruments and
14 procedures, and (v) establishing a model evaluation plan for
15 use by school districts ~~in which student growth shall comprise~~
16 ~~50% of the performance rating. Notwithstanding any provision in~~
17 ~~this Section, such rules shall not preclude a school district~~
18 ~~having 500,000 or more inhabitants from using an annual State~~
19 ~~assessment as the sole measure of student growth for purposes~~
20 ~~of teacher or principal evaluations.~~

21 The State Superintendent of Education shall convene a
22 Performance Evaluation Advisory Council, which shall be
23 staffed by the State Board of Education. Members of the Council
24 shall be selected by the State Superintendent and include,
25 without limitation, representatives of teacher unions and
26 school district management, persons with expertise in

1 performance evaluation processes and systems, as well as other
2 stakeholders. The Council shall meet at least quarterly, and
3 may also meet at the call of the chairperson of the Council,
4 following the effective date of this amendatory Act of the
5 100th General Assembly until June 30, 2021. The Council shall
6 advise the State Board of Education on the ongoing
7 implementation of performance evaluations in this State, which
8 may include gathering public feedback, sharing best practices,
9 consulting with the State Board on any proposed rule changes
10 regarding evaluations, and other subjects as determined by the
11 chairperson of the Council.

12 Prior to the applicable implementation date, these rules
13 shall not apply to teachers assigned to schools identified in
14 an agreement entered into between the board of a school
15 district operating under Article 34 of this Code and the
16 exclusive representative of the district's teachers in
17 accordance with Section 34-85c of this Code.

18 (Source: P.A. 100-211, eff. 8-18-17.)

19 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

20 Sec. 34-84. Appointments and promotions of teachers.
21 Appointments and promotions of teachers shall be made for merit
22 only, and after satisfactory service for a probationary period
23 of 3 years with respect to probationary employees employed as
24 full-time teachers in the public school system of the district
25 before January 1, 1998 and 4 years with respect to probationary

1 employees who are first employed as full-time teachers in the
2 public school system of the district on or after January 1,
3 1998, during which period the board may dismiss or discharge
4 any such probationary employee upon the recommendation,
5 accompanied by the written reasons therefor, of the general
6 superintendent of schools and after which period appointments
7 of teachers shall become permanent, subject to removal for
8 cause in the manner provided by Section 34-85.

9 ~~For a probationary appointed teacher in full time service~~
10 ~~who is appointed on or after July 1, 2013 and who receives~~
11 ~~ratings of "excellent" during his or her first 3 school terms~~
12 ~~of full-time service, the probationary period shall be 3 school~~
13 ~~terms of full-time service.~~ For a probationary-appointed
14 teacher in full-time service who is appointed on or after July
15 1, 2013 and who had previously entered into contractual
16 continued service in another school district in this State or a
17 program of a special education joint agreement in this State,
18 as defined in Section 24-11 of this Code, the probationary
19 period shall be 2 school terms of full-time service, provided
20 that (i) the teacher voluntarily resigned or was honorably
21 dismissed from the prior district or program within the 3-month
22 period preceding his or her appointment date, (ii) the
23 teacher's last 2 ratings in the prior district or program were
24 at least "proficient" or, on or after September 1, 2019,
25 "effective" and were issued after the prior district's or
26 program's PERA implementation date, as defined in Section 24-11

1 of this Code, and (iii) the teacher receives ratings of
2 "excellent" or, on or after September 1, 2019, "effective"
3 during his or her first 2 school terms of full-time service.

4 For a probationary-appointed teacher in full-time service
5 who is appointed on or after July 1, 2013 and who has not
6 entered into contractual continued service after 2 or 3 school
7 terms of full-time service as provided in this Section, the
8 probationary period shall be 4 school terms of full-time
9 service, provided that the teacher receives a rating of at
10 least "proficient" or, on or after September 1, 2019,
11 "effective" in the last school term and a rating of at least
12 "proficient" or, on or after September 1, 2019, "effective" in
13 either the second or third school term.

14 As used in this Section, "school term" means the school
15 term established by the board pursuant to Section 10-19 of this
16 Code, and "full-time service" means the teacher has actually
17 worked at least 150 days during the school term. As used in
18 this Article, "teachers" means and includes all members of the
19 teaching force excluding the general superintendent and
20 principals.

21 There shall be no reduction in teachers because of a
22 decrease in student membership or a change in subject
23 requirements within the attendance center organization after
24 the 20th day following the first day of the school year, except
25 that: (1) this provision shall not apply to desegregation
26 positions, special education positions, or any other positions

1 funded by State or federal categorical funds, and (2) at
2 attendance centers maintaining any of grades 9 through 12,
3 there may be a second reduction in teachers on the first day of
4 the second semester of the regular school term because of a
5 decrease in student membership or a change in subject
6 requirements within the attendance center organization.

7 The school principal shall make the decision in selecting
8 teachers to fill new and vacant positions consistent with
9 Section 34-8.1.

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

11 (105 ILCS 5/34-85c)

12 Sec. 34-85c. Alternative procedures for teacher
13 evaluation, remediation, and removal for cause after
14 remediation.

15 (a) Notwithstanding any law to the contrary, the board and
16 the exclusive representative of the district's teachers are
17 hereby authorized to negotiate and enter into an agreement to
18 establish alternative procedures for teacher evaluation,
19 remediation, and removal for cause after remediation,
20 including an alternative system for peer evaluation and
21 recommendations; provided, however, that no later than
22 September 1, 2012: (i) any alternative procedures must include
23 provisions whereby student performance data is a significant
24 factor in teacher evaluation, except that, on and after
25 September 1, 2019, such provisions may be included, and (ii)

1 teachers are rated as "excellent", "proficient", "needs
2 improvement" or "unsatisfactory" until September 1, 2019, on
3 and after which time the ratings shall be "ineffective" and
4 "effective". Pursuant exclusively to that agreement, teachers
5 assigned to schools identified in that agreement shall be
6 subject to an alternative performance evaluation plan and
7 remediation procedures in lieu of the plan and procedures set
8 forth in Article 24A of this Code, other than subsection (d) of
9 Section 24A-4, and alternative removal for cause standards and
10 procedures in lieu of the removal standards and procedures set
11 forth in Section 34-85 of this Code. To the extent that the
12 agreement provides a teacher with an opportunity for a hearing
13 on removal for cause before an independent hearing officer in
14 accordance with Section 34-85 or otherwise, the hearing officer
15 shall be governed by the alternative performance evaluation
16 plan, remediation procedures, and removal standards and
17 procedures set forth in the agreement in making findings of
18 fact and a recommendation.

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

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

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

1 (115 ILCS 5/18) (from Ch. 48, par. 1718)

2 Sec. 18. Meetings. The provisions of the Open Meetings Act
3 shall not apply to collective bargaining negotiations,
4 including negotiating team strategy sessions, meetings of
5 joint committees formed under subsection (c) of Section 24-12
6 or subsection (b) of Section 24A-4 of the School Code, and
7 grievance arbitrations conducted pursuant to this Act.

8 (Source: P.A. 100-768, eff. 1-1-19.)

9 Section 95. No acceleration or delay. Where this Act makes
10 changes in a statute that is represented in this Act by text
11 that is not yet or no longer in effect (for example, a Section
12 represented by multiple versions), the use of that text does
13 not accelerate or delay the taking effect of (i) the changes
14 made by this Act or (ii) provisions derived from any other
15 Public Act.

16 Section 99. Effective date. This Act takes effect upon
17 becoming law.

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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