

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 3. The Illinois Pension Code is amended by changing  
5 Section 17-130 as follows:

6 (40 ILCS 5/17-130) (from Ch. 108 1/2, par. 17-130)

7 Sec. 17-130. Participants' contributions by payroll  
8 deductions.

9 (a) There shall be deducted from the salary of each teacher  
10 7.50% of his salary for service or disability retirement  
11 pension and 0.5% of salary for the annual increase in base  
12 pension.

13 In addition, there shall be deducted from the salary of  
14 each teacher 1% of his salary for survivors' and children's  
15 pensions.

16 (b) An Employer and any employer of eligible contributors  
17 as defined in Section 17-106 is authorized to make the  
18 necessary deductions from the salaries of its teachers. Such  
19 amounts shall be included as a part of the Fund. An Employer  
20 and any employer of eligible contributors as defined in Section  
21 17-106 shall formulate such rules and regulations as may be  
22 necessary to give effect to the provisions of this Section.

23 (c) All persons employed as teachers shall, by such

1 employment, accept the provisions of this Article and of  
2 Sections 34-83 to 34-85 ~~34-85b~~, inclusive, of "The School  
3 Code", approved March 18, 1961, as amended, and thereupon  
4 become contributors to the Fund in accordance with the terms  
5 thereof. The provisions of this Article and of those Sections  
6 shall become a part of the contract of employment.

7 (d) A person who (i) was a member before July 1, 1998, (ii)  
8 retires with more than 34 years of creditable service, and  
9 (iii) does not elect to qualify for the augmented rate under  
10 Section 17-119.1 shall be entitled, at the time of retirement,  
11 to receive a partial refund of contributions made under this  
12 Section for service occurring after the later of June 30, 1998  
13 or attainment of 34 years of creditable service, in an amount  
14 equal to 1.00% of the salary upon which those contributions  
15 were based.

16 (Source: P.A. 94-1105, eff. 6-1-07.)

17 Section 5. The School Code is amended by changing Sections  
18 10-22.4, 21-23, 24-11, 24-12, 24-16, 24A-2.5, 24A-5, 34-84,  
19 34-85, and 34-85c and by adding Sections 2-3.153, 10-16a,  
20 24-1.5, and 24-16.5 as follows:

21 (105 ILCS 5/2-3.153 new)

22 Sec. 2-3.153. Survey of learning conditions. The State  
23 Board of Education shall select for statewide administration an  
24 instrument to provide feedback from, at a minimum, students in

1 grades 6 through 12 and teachers on the instructional  
2 environment within a school after giving consideration to the  
3 recommendations of the Performance Evaluation Advisory Council  
4 made pursuant to subdivision (6) of subsection (a) of Section  
5 24A-20 of this Code. Subject to appropriation to the State  
6 Board of Education for the State's cost of development and  
7 administration and commencing with the 2012-2013 school year,  
8 each school district shall administer, at least biannually, the  
9 instrument in every public school attendance center by a date  
10 specified by the State Superintendent of Education, and data  
11 resulting from the instrument's administration must be  
12 provided to the State Board of Education. The survey component  
13 that requires completion by the teachers must be administered  
14 during teacher meetings or professional development days or at  
15 other times that would not interfere with the teachers' regular  
16 classroom and direct instructional duties. The State  
17 Superintendent, following consultation with teachers,  
18 principals, and other appropriate stakeholders, shall publicly  
19 report on selected indicators of learning conditions resulting  
20 from administration of the instrument at the individual school,  
21 district, and State levels and shall identify whether the  
22 indicators result from an anonymous administration of the  
23 instrument. If in any year the appropriation to the State Board  
24 of Education is insufficient for the State's costs associated  
25 with statewide administration of the instrument, the State  
26 Board of Education shall give priority to districts with

1 low-performing schools and a representative sample of other  
2 districts.

3 (105 ILCS 5/10-16a new)

4 Sec. 10-16a. School board member's leadership training.

5 (a) This Section applies to all school board members  
6 serving pursuant to Section 10-10 of this Code who have been  
7 elected after the effective date of this amendatory Act of the  
8 97th General Assembly or appointed to fill a vacancy of at  
9 least one year's duration after the effective date of this  
10 amendatory Act of the 97th General Assembly.

11 (b) Every voting member of a school board of a school  
12 district elected or appointed for a term beginning after the  
13 effective date of this amendatory Act of the 97th General  
14 Assembly, within a year after the effective date of this  
15 amendatory Act of the 97th General Assembly or the first year  
16 of his or her term, shall complete a minimum of 4 hours of  
17 professional development leadership training covering topics  
18 in education and labor law, financial oversight and  
19 accountability, and fiduciary responsibilities of a school  
20 board member. The school district shall maintain on its  
21 Internet website, if any, the names of all voting members of  
22 the school board who have successfully completed the training.

23 (c) The training on financial oversight, accountability,  
24 and fiduciary responsibilities may be provided by an  
25 association established under this Code for the purpose of

1 training school board members or by other qualified providers  
2 approved by the State Board of Education, in conjunction with  
3 an association so established.

4 (105 ILCS 5/10-22.4) (from Ch. 122, par. 10-22.4)

5 Sec. 10-22.4. Dismissal of teachers. To dismiss a teacher  
6 for incompetency, cruelty, negligence, immorality or other  
7 sufficient cause, to dismiss any teacher on the basis of  
8 performance ~~who fails to complete a 1 year remediation plan~~  
9 ~~with a "satisfactory" or better rating~~ and to dismiss any  
10 teacher whenever, in its opinion, he is not qualified to teach,  
11 or whenever, in its opinion, the interests of the schools  
12 require it, subject, however, to the provisions of Sections  
13 24-10 to 24-16.5 ~~24-15~~, inclusive. Temporary mental or physical  
14 incapacity to perform teaching duties, as found by a medical  
15 examination, is not a cause for dismissal. Marriage is not a  
16 cause of removal.

17 (Source: P.A. 85-248.)

18 (105 ILCS 5/21-23) (from Ch. 122, par. 21-23)

19 Sec. 21-23. Suspension or revocation of certificate.

20 (a) The State Superintendent of Education has the exclusive  
21 authority, in accordance with this Section and any rules  
22 adopted by the State Board of Education, to initiate the  
23 suspension of up to 5 calendar years or revocation of any  
24 certificate issued pursuant to this Article, including but not

1 limited to any administrative certificate or endorsement, for  
2 abuse or neglect of a child, immorality, a condition of health  
3 detrimental to the welfare of pupils, incompetency,  
4 unprofessional conduct (which includes the failure to disclose  
5 on an employment application any previous conviction for a sex  
6 offense, as defined in Section 21-23a of this Code, or any  
7 other offense committed in any other state or against the laws  
8 of the United States that, if committed in this State, would be  
9 punishable as a sex offense, as defined in Section 21-23a of  
10 this Code), the neglect of any professional duty, willful  
11 failure to report an instance of suspected child abuse or  
12 neglect as required by the Abused and Neglected Child Reporting  
13 Act, failure to establish satisfactory repayment on an  
14 educational loan guaranteed by the Illinois Student Assistance  
15 Commission, or other just cause. Unprofessional conduct shall  
16 include refusal to attend or participate in, institutes,  
17 teachers' meetings, professional readings, or to meet other  
18 reasonable requirements of the regional superintendent or  
19 State Superintendent of Education. Unprofessional conduct also  
20 includes conduct that violates the standards, ethics, or rules  
21 applicable to the security, administration, monitoring, or  
22 scoring of, or the reporting of scores from, any assessment  
23 test or the Prairie State Achievement Examination administered  
24 under Section 2-3.64 or that is known or intended to produce or  
25 report manipulated or artificial, rather than actual,  
26 assessment or achievement results or gains from the

1 administration of those tests or examinations. It shall also  
2 include neglect or unnecessary delay in making of statistical  
3 and other reports required by school officers. Incompetency  
4 shall include, without limitation, 2 or more school terms of  
5 service for which the certificate holder has received an  
6 unsatisfactory rating on a performance evaluation conducted  
7 pursuant to Article 24A of this Code within a period of 7  
8 school terms of service. In determining whether to initiate  
9 action against one or more certificates based on incompetency  
10 and the recommended sanction for such action, the State  
11 Superintendent shall consider factors that include without  
12 limitation all of the following:

13 (1) Whether the unsatisfactory evaluation ratings  
14 occurred prior to the effective date of this amendatory Act  
15 of the 97th General Assembly.

16 (2) Whether the unsatisfactory evaluation ratings  
17 occurred prior to or after the implementation date, as  
18 defined in Section 24A-2.5 of this Code, of an evaluation  
19 system for teachers in a school district.

20 (3) Whether the evaluator or evaluators who performed  
21 an unsatisfactory evaluation met the pre-certification and  
22 training requirements set forth in Section 24A-3 of this  
23 Code.

24 (4) The time between the unsatisfactory evaluation  
25 ratings.

26 (5) The quality of the remediation plans associated

1 with the unsatisfactory evaluation ratings and whether the  
2 certificate holder successfully completed the remediation  
3 plans.

4 (6) Whether the unsatisfactory evaluation ratings were  
5 related to the same or different assignments performed by  
6 the certificate holder.

7 (7) Whether one or more of the unsatisfactory  
8 evaluation ratings occurred in the first year of a teaching  
9 or administrative assignment.

10 When initiating an action against one or more certificates, the  
11 State Superintendent may seek required professional  
12 development as a sanction in lieu of or in addition to  
13 suspension or revocation. Any such required professional  
14 development must be at the expense of the certificate holder,  
15 who may use, if available and applicable to the requirements  
16 established by administrative or court order, training,  
17 coursework, or other professional development funds in  
18 accordance with the terms of an applicable collective  
19 bargaining agreement entered into after the effective date of  
20 this amendatory Act of the 97th General Assembly, unless that  
21 agreement specifically precludes use of funds for such purpose.

22 (a-5) The State Superintendent of Education shall, upon  
23 receipt of evidence of abuse or neglect of a child, immorality,  
24 a condition of health detrimental to the welfare of pupils,  
25 incompetency (subject to subsection (a) of this Section),  
26 unprofessional conduct, the neglect of any professional duty or



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

1 Teacher Certification Board is a final administrative decision  
2 and is subject to judicial review by appeal of either party.

3 The State Board may refuse to issue or may suspend the  
4 certificate of any person who fails to file a return, or to pay  
5 the tax, penalty or interest shown in a filed return, or to pay  
6 any final assessment of tax, penalty or interest, as required  
7 by any tax Act administered by the Illinois Department of  
8 Revenue, until such time as the requirements of any such tax  
9 Act are satisfied.

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

16 (b) (Blank).

17 (b-5) The State Superintendent of Education or his or her  
18 designee may initiate and conduct such investigations as may be  
19 reasonably necessary to establish the existence of any alleged  
20 misconduct. At any stage of the investigation, the State  
21 Superintendent may issue a subpoena requiring the attendance  
22 and testimony of a witness, including the certificate holder,  
23 and the production of any evidence, including files, records,  
24 correspondence, or documents, relating to any matter in  
25 question in the investigation. The subpoena shall require a  
26 witness to appear at the State Board of Education at a

1 specified date and time and shall specify any evidence to be  
2 produced. The certificate holder is not entitled to be present,  
3 but the State Superintendent shall provide the certificate  
4 holder with a copy of any recorded testimony prior to a hearing  
5 under this Section. Such recorded testimony must not be used as  
6 evidence at a hearing, unless the certificate holder has  
7 adequate notice of the testimony and the opportunity to  
8 cross-examine the witness. Failure of a certificate holder to  
9 comply with a duly-issued, investigatory subpoena may be  
10 grounds for revocation, suspension, or denial of a certificate.

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

24 (c) The State Superintendent of Education or a person  
25 designated by him shall have the power to administer oaths to  
26 witnesses at any hearing conducted before the State Teacher

1 Certification Board pursuant to this Section. The State  
2 Superintendent of Education or a person designated by him is  
3 authorized to subpoena and bring before the State Teacher  
4 Certification Board any person in this State and to take  
5 testimony either orally or by deposition or by exhibit, with  
6 the same fees and mileage and in the same manner as prescribed  
7 by law in judicial proceedings in the civil cases in circuit  
8 courts of this State.

9 (c-5) Any circuit court, upon the application of the State  
10 Superintendent of Education or the certificate holder, may, by  
11 order duly entered, require the attendance of witnesses and the  
12 production of relevant books and papers as part of any  
13 investigation or at any hearing the State Teacher Certification  
14 Board is authorized to conduct pursuant to this Section, and  
15 the court may compel obedience to its orders by proceedings for  
16 contempt.

17 (c-10) The State Board of Education shall receive an annual  
18 line item appropriation to cover fees associated with the  
19 investigation and prosecution of alleged educator misconduct  
20 and hearings related thereto.

21 (d) As used in this Section, "teacher" means any school  
22 district employee regularly required to be certified, as  
23 provided in this Article, in order to teach or supervise in the  
24 public schools.

25 (Source: P.A. 96-431, eff. 8-13-09.)

1 (105 ILCS 5/24-1.5 new)

2 Sec. 24-1.5. New or vacant teaching positions. A school  
3 district's selection of a candidate for a new or vacant  
4 teaching position not otherwise required to be filled pursuant  
5 to Section 24-12 of this Code must be based upon the  
6 consideration of factors that include without limitation  
7 certifications, qualifications, merit and ability (including  
8 performance evaluations, if available), and relevant  
9 experience, provided that the length of continuing service with  
10 the school district must not be considered as a factor, unless  
11 all other factors are determined by the school district to be  
12 equal. A school district's decision to select a particular  
13 candidate to fill a new or vacant position is not subject to  
14 review under grievance resolution procedures adopted pursuant  
15 to subsection (c) of Section 10 of the Illinois Educational  
16 Labor Relations Act, provided that, in making such a decision,  
17 the district does not fail to adhere to procedural requirements  
18 in a collective bargaining agreement relating to the filling of  
19 new or vacant teaching positions. Provisions regarding the  
20 filling of new and vacant positions in a collective bargaining  
21 agreement between a school district and the exclusive  
22 bargaining representative of its teachers in existence on the  
23 effective date of this amendatory Act of the 97th General  
24 Assembly shall remain in full force and effect for the term of  
25 the agreement, unless terminated by mutual agreement.

26 Nothing in this amendatory Act of the 97th General Assembly

1 (i) limits or otherwise impacts school districts' management  
2 right to hire new employees, (ii) affects what currently is or  
3 may be a mandatory subject of bargaining under the Illinois  
4 Educational Labor Relations Act, or (iii) creates a statutory  
5 cause of action for a candidate or a candidate's representative  
6 to challenge a school district's selection decision based on  
7 the school district's failure to adhere to the requirements of  
8 this Section.

9 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

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

12 (a) As used in this and the succeeding Sections of this  
13 Article:

14 "Teacher" means any or all school district employees  
15 regularly required to be certified under laws relating to the  
16 certification of teachers.

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

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

21 "Program" means a program of a special education joint  
22 agreement.

23 "Program of a special education joint agreement" means  
24 instructional, consultative, supervisory, administrative,  
25 diagnostic, and related services that are managed by a special

1 educational joint agreement designed to service 2 or more  
2 school districts that are members of the joint agreement.

3 "PERA implementation date" means the implementation date  
4 of an evaluation system for teachers as specified by Section  
5 24A-2.5 of this Code for all schools within a school district  
6 or all programs of a special education joint agreement.

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

10 (c) Any teacher who is first employed as a full-time  
11 teacher in a school district or program prior to the PERA  
12 implementation date and ~~Any teacher who is has been~~ employed in  
13 ~~that any district or program as a full-time teacher~~ for a  
14 probationary period of 4 ~~2~~ consecutive school terms shall enter  
15 upon contractual continued service in the district or in all of  
16 the programs that the teacher is legally qualified to hold,  
17 unless the teacher is given written notice of dismissal ~~stating~~  
18 ~~the specific reason therefor,~~ by certified mail, return receipt  
19 requested, by the employing board at least 45 days before the  
20 end of any school term within such period; ~~except that for a~~  
21 ~~teacher who is first employed as a full-time teacher by a~~  
22 ~~school district on or after January 1, 1998 and who has not~~  
23 ~~before that date already entered upon contractual continued~~  
24 ~~service in that district, the probationary period shall be 4~~  
25 ~~consecutive school terms before the teacher shall enter upon~~  
26 ~~contractual continued service. For the purpose of determining~~

1 ~~contractual continued service, the first probationary year~~  
2 ~~shall be any full-time employment from a date before November 1~~  
3 ~~through the end of the school year.~~

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

14 (1) 4 consecutive school terms of service in which the  
15 teacher receives overall annual evaluation ratings of at  
16 least "Proficient" in the last school term and at least  
17 "Proficient" in either the second or third school term;

18 (2) 3 consecutive school terms of service in which the  
19 teacher receives 3 overall annual evaluations of  
20 "Excellent"; or

21 (3) 2 consecutive school terms of service in which the  
22 teacher receives 2 overall annual evaluations of  
23 "Excellent" service, but only if the teacher (i) previously  
24 attained contractual continued service in a different  
25 school district or program in this State, (ii) voluntarily  
26 departed or was honorably dismissed from that school



1 district or program in the school term immediately prior to  
2 the teacher's first school term of service applicable to  
3 the attainment of contractual continued service under this  
4 subdivision (3), and (iii) received, in his or her 2 most  
5 recent overall annual or biannual evaluations from the  
6 prior school district or program, ratings of "Proficient",  
7 with both such ratings occurring after the school  
8 district's or program's PERA implementation date.

9 If the teacher does not receive overall annual evaluations  
10 of "Excellent" in the school terms necessary for eligibility to  
11 achieve accelerated contractual continued service in  
12 subdivisions (2) and (3) of this subsection (d), the teacher  
13 shall be eligible for contractual continued service pursuant to  
14 subdivision (1) of this subsection (d). If, at the conclusion  
15 of 4 consecutive school terms of service that count toward  
16 attainment of contractual continued service, the teacher's  
17 performance does not qualify the teacher for contractual  
18 continued service under subdivision (1) of this subsection (d),  
19 then the teacher shall not enter upon contractual continued  
20 service and shall be dismissed. If a performance evaluation is  
21 not conducted for any school term when such evaluation is  
22 required to be conducted under Section 24A-5 of this Code, then  
23 the teacher's performance evaluation rating for such school  
24 term for purposes of determining the attainment of contractual  
25 continued service shall be deemed "Proficient".

26 (e) For the purposes of determining contractual continued

1 service, a school term shall be counted only toward attainment  
2 of contractual continued service if the teacher actually  
3 teaches or is otherwise present and participating in the  
4 district's or program's educational program for 120 days or  
5 more, provided that the days of leave under the federal Family  
6 Medical Leave Act that the teacher is required to take until  
7 the end of the school term shall be considered days of teaching  
8 or participation in the district's or program's educational  
9 program. A school term that is not counted toward attainment of  
10 contractual continued service shall not be considered a break  
11 in service for purposes of determining whether a teacher has  
12 been employed for 4 consecutive school terms, provided that the  
13 teacher actually teaches or is otherwise present and  
14 participating in the district's or program's educational  
15 program in the following school term.

16 (f) If the employing board determines to dismiss the  
17 teacher in the last year of the probationary period as provided  
18 in subsection (c) of this Section or subdivision (1) or (2) of  
19 subsection (d) of this Section, but not subdivision (3) of  
20 subsection (d) of this Section, the written notice of dismissal  
21 provided by the employing board must contain specific reasons  
22 for dismissal. Any full-time teacher who does not receive  
23 written notice from the employing board at least 45 days before  
24 the end of any school term as provided in this Section and  
25 whose performance does not require dismissal after the fourth  
26 probationary year pursuant to subsection (d) of this Section

1 shall be re-employed for the following school term.

2 ~~If, however, a teacher who was first employed prior to~~  
3 ~~January 1, 1998 has not had one school term of full-time~~  
4 ~~teaching experience before the beginning of a probationary~~  
5 ~~period of 2 consecutive school terms, the employing board may~~  
6 ~~at its option extend the probationary period for one additional~~  
7 ~~school term by giving the teacher written notice by certified~~  
8 ~~mail, return receipt requested, at least 45 days before the end~~  
9 ~~of the second school term of the period of 2 consecutive school~~  
10 ~~terms referred to above. This notice must state the reasons for~~  
11 ~~the one year extension and must outline the corrective actions~~  
12 ~~that the teacher must take to satisfactorily complete~~  
13 ~~probation. The changes made by this amendatory Act of 1998 are~~  
14 ~~declaratory of existing law.~~

15 ~~Any full-time teacher who is not completing the last year~~  
16 ~~of the probationary period described in the preceding~~  
17 ~~paragraph, or any teacher employed on a full time basis not~~  
18 ~~later than January 1 of the school term, shall receive written~~  
19 ~~notice from the employing board at least 45 days before the end~~  
20 ~~of any school term whether or not he will be re-employed for~~  
21 ~~the following school term. If the board fails to give such~~  
22 ~~notice, the employee shall be deemed reemployed, and not later~~  
23 ~~than the close of the then current school term the board shall~~  
24 ~~issue a regular contract to the employee as though the board~~  
25 ~~had reemployed him in the usual manner.~~

26 (g) Contractual continued service shall continue in effect

1 the terms and provisions of the contract with the teacher  
2 during the last school term of the probationary period, subject  
3 to this Act and the lawful regulations of the employing board.  
4 This Section and succeeding Sections do not modify any existing  
5 power of the board except with respect to the procedure of the  
6 discharge of a teacher and reductions in salary as hereinafter  
7 provided. Contractual continued service status shall not  
8 restrict the power of the board to transfer a teacher to a  
9 position which the teacher is qualified to fill or to make such  
10 salary adjustments as it deems desirable, but unless reductions  
11 in salary are uniform or based upon some reasonable  
12 classification, any teacher whose salary is reduced shall be  
13 entitled to a notice and a hearing as hereinafter provided in  
14 the case of certain dismissals or removals.

15 (h) If, by reason of any change in the boundaries of school  
16 districts or by reason of the creation of a new school  
17 district, the position held by any teacher having a contractual  
18 continued service status is transferred from one board to the  
19 control of a new or different board, then the contractual  
20 continued service status of the teacher is not thereby lost,  
21 and such new or different board is subject to this Code with  
22 respect to the teacher in the same manner as if the teacher  
23 were its employee and had been its employee during the time the  
24 teacher was actually employed by the board from whose control  
25 the position was transferred.

26 (i) The employment of any teacher in a program of a special

1 education joint agreement established under Section 3-15.14,  
2 10-22.31 or 10-22.31a shall be governed by ~~under~~ this and  
3 succeeding Sections of this Article. For purposes of attaining  
4 and maintaining contractual continued service and computing  
5 length of continuing service as referred to in this Section and  
6 Section 24-12, employment in a special educational joint  
7 program shall be deemed a continuation of all previous  
8 certificated employment of such teacher for such joint  
9 agreement whether the employer of the teacher was the joint  
10 agreement, the regional superintendent, or one of the  
11 participating districts in the joint agreement.

12 (j) For any teacher employed after July 1, 1987 as a  
13 full-time teacher in a program of a special education joint  
14 agreement, whether the program is operated by the joint  
15 agreement or a member district on behalf of the joint  
16 agreement, in the event of a reduction in the number of  
17 programs or positions in the joint agreement in which the  
18 notice of dismissal is provided on or before the end of the  
19 2010-2011 school term, the teacher in contractual continued  
20 service is eligible for employment in the joint agreement  
21 programs for which the teacher is legally qualified in order of  
22 greater length of continuing service in the joint agreement,  
23 unless an alternative method of determining the sequence of  
24 dismissal is established in a collective bargaining agreement.  
25 For any teacher employed after July 1, 1987 as a full-time  
26 teacher in a program of a special education joint agreement,

1 whether the program is operated by the joint agreement or a  
2 member district on behalf of the joint agreement, in the event  
3 of a reduction in the number of programs or positions in the  
4 joint agreement in which the notice of dismissal is provided  
5 during the 2011-2012 school term or a subsequent school term,  
6 the teacher shall be included on the honorable dismissal lists  
7 of all joint agreement programs for positions for which the  
8 teacher is qualified and is eligible for employment in such  
9 programs in accordance with subsections (b) and (c) of Section  
10 24-12 of this Code and the applicable honorable dismissal  
11 policies of the joint agreement.

12 (k) For any teacher employed after July 1, 1987 as a  
13 full-time teacher in a program of a special education joint  
14 agreement, whether the program is operated by the joint  
15 agreement or a member district on behalf of the joint  
16 agreement, in the event of the dissolution of a joint  
17 agreement, in which the notice to teachers of the dissolution  
18 is provided during the 2010-2011 school term, the teacher in  
19 contractual continued service who is legally qualified shall be  
20 assigned to any comparable position in a member district  
21 currently held by a teacher who has not entered upon  
22 contractual continued service or held by a teacher who has  
23 entered upon contractual continued service with a shorter  
24 length of contractual continued service. Any teacher employed  
25 after July 1, 1987 as a full-time teacher in a program of a  
26 special education joint agreement, whether the program is

1 operated by the joint agreement or a member district on behalf  
2 of the joint agreement, in the event of the dissolution of a  
3 joint agreement in which the notice to teachers of the  
4 dissolution is provided during the 2011-2012 school term or a  
5 subsequent school term, the teacher who is qualified shall be  
6 included on the order of honorable dismissal lists of each  
7 member district and shall be assigned to any comparable  
8 position in any such district in accordance with subsections  
9 (b) and (c) of Section 24-12 of this Code and the applicable  
10 honorable dismissal policies of each member district.

11 ~~Any teacher employed after July 1, 1987 as a full-time~~  
12 ~~teacher in a program of a special education joint agreement,~~  
13 ~~whether the program is operated by the joint agreement or a~~  
14 ~~member district on behalf of the joint agreement, for a~~  
15 ~~probationary period of two consecutive years shall enter upon~~  
16 ~~contractual continued service in all of the programs conducted~~  
17 ~~by such joint agreement which the teacher is legally qualified~~  
18 ~~to hold; except that for a teacher who is first employed on or~~  
19 ~~after January 1, 1998 in a program of a special education joint~~  
20 ~~agreement and who has not before that date already entered upon~~  
21 ~~contractual continued service in all of the programs conducted~~  
22 ~~by the joint agreement that the teacher is legally qualified to~~  
23 ~~hold, the probationary period shall be 4 consecutive years~~  
24 ~~before the teacher enters upon contractual continued service in~~  
25 ~~all of those programs. In the event of a reduction in the~~  
26 ~~number of programs or positions in the joint agreement, the~~

1 ~~teacher on contractual continued service shall be eligible for~~  
2 ~~employment in the joint agreement programs for which the~~  
3 ~~teacher is legally qualified in order of greater length of~~  
4 ~~continuing service in the joint agreement unless an alternative~~  
5 ~~method of determining the sequence of dismissal is established~~  
6 ~~in a collective bargaining agreement. In the event of the~~  
7 ~~dissolution of a joint agreement, the teacher on contractual~~  
8 ~~continued service who is legally qualified shall be assigned to~~  
9 ~~any comparable position in a member district currently held by~~  
10 ~~a teacher who has not entered upon contractual continued~~  
11 ~~service or held by a teacher who has entered upon contractual~~  
12 ~~continued service with shorter length of contractual continued~~  
13 ~~service.~~

14       (1) The governing board of the joint agreement, or the  
15 administrative district, if so authorized by the articles of  
16 agreement of the joint agreement, rather than the board of  
17 education of a school district, may carry out employment and  
18 termination actions including dismissals under this Section  
19 and Section 24-12.

20       ~~For purposes of this and succeeding Sections of this~~  
21 ~~Article, a program of a special educational joint agreement~~  
22 ~~shall be defined as instructional, consultative, supervisory,~~  
23 ~~administrative, diagnostic, and related services which are~~  
24 ~~managed by the special educational joint agreement designed to~~  
25 ~~service two or more districts which are members of the joint~~  
26 ~~agreement.~~



1       ~~Each joint agreement shall be required to post by February~~  
2       ~~1, a list of all its employees in order of length of continuing~~  
3       ~~service in the joint agreement, unless an alternative method of~~  
4       ~~determining a sequence of dismissal is established in an~~  
5       ~~applicable collective bargaining agreement.~~

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

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

24      (Source: P.A. 90-548, eff. 1-1-98; 90-653, eff. 7-29-98.)

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

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

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

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

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

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

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

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

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

18 (1) Grouping one shall consist of each teacher not in  
19 contractual continued service who has not received a  
20 performance evaluation rating.

21 (2) Grouping 2 shall consist of each teacher with a  
22 Needs Improvement or Unsatisfactory performance evaluation  
23 rating on either of the teacher's last 2 performance  
24 evaluation ratings.

25 (3) Grouping 3 shall consist of each teacher with a  
26 performance evaluation rating of at least Satisfactory or

1 Proficient on both of the teacher's last 2 performance  
2 evaluation ratings, if 2 ratings are available, or on the  
3 teacher's last performance evaluation rating, if only one  
4 rating is available, unless the teacher qualifies for  
5 placement into grouping 4.

6 (4) Grouping 4 shall consist of each teacher whose last  
7 2 performance evaluation ratings are Excellent and each  
8 teacher with 2 Excellent performance evaluation ratings  
9 out of the teacher's last 3 performance evaluation ratings  
10 with a third rating of Satisfactory or Proficient.

11 Among teachers qualified to hold a position, teachers must  
12 be dismissed in the order of their groupings, with teachers in  
13 grouping one dismissed first and teachers in grouping 4  
14 dismissed last.

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

1 Unsatisfactory. As between or among teachers in grouping 2 with  
2 the same average performance evaluation rating and within each  
3 of groupings 3 and 4, the teacher or teachers with the shorter  
4 length of continuing service with the school district or joint  
5 agreement must be dismissed first unless an alternative method  
6 of determining the sequence of dismissal is established in a  
7 collective bargaining agreement or contract between the board  
8 and a professional faculty members' organization.

9 Each board, including the governing board of a joint  
10 agreement, shall, in consultation with any exclusive employee  
11 representatives, each year establish a sequence of honorable  
12 dismissal list categorized by positions and the groupings  
13 defined in this subsection (b). Copies of the list must be  
14 distributed to the exclusive bargaining representative at  
15 least 75 days before the end of the school term, provided that  
16 the school district or joint agreement may, with notice to any  
17 exclusive employee representatives, move teachers from  
18 grouping one into another grouping during the period of time  
19 from 75 days until 45 days before the end of the school term.

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

24 If the board or joint agreement has any vacancies for the  
25 following school term or within one calendar year from the  
26 beginning of the following school term, the positions thereby

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



1       For purposes of this subsection (b), subject to agreement  
2 on an alternative definition reached by the joint committee  
3 described in subsection (c) of this Section, a teacher's  
4 performance evaluation rating means the overall performance  
5 evaluation rating resulting from an annual or biannual  
6 performance evaluation conducted pursuant to Article 24A of  
7 this Code by the school district or joint agreement determining  
8 the sequence of dismissal, not including any performance  
9 evaluation conducted during or at the end of a remediation  
10 period. For performance evaluation ratings determined prior to  
11 September 1, 2012, any school district or joint agreement with  
12 a performance evaluation rating system that does not use either  
13 of the rating category systems specified in subsection (d) of  
14 Section 24A-5 of this Code for all teachers must establish a  
15 basis for assigning each teacher a rating that complies with  
16 subsection (d) of Section 24A-5 of this Code for all of the  
17 performance evaluation ratings that are to be used to determine  
18 the sequence of dismissal. A teacher's grouping and ranking on  
19 a sequence of honorable dismissal shall be deemed a part of the  
20 teacher's performance evaluation, and that information may be  
21 disclosed to the exclusive bargaining representative as part of  
22 a sequence of honorable dismissal list, notwithstanding any  
23 laws prohibiting disclosure of such information. A performance  
24 evaluation rating may be used to determine the sequence of  
25 dismissal, notwithstanding the pendency of any grievance  
26 resolution or arbitration procedures relating to the

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

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

20 Any provisions regarding the sequence of honorable  
21 dismissals and recall of honorably dismissed teachers in a  
22 collective bargaining agreement entered into on or before  
23 January 1, 2011 and in effect on the effective date of this  
24 amendatory Act of the 97th General Assembly that may conflict  
25 with this amendatory Act of the 97th General Assembly shall  
26 remain in effect through the expiration of such agreement or

1 June 30, 2013, whichever is earlier.

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

9 (1) The joint committee must consider and may agree to  
10 criteria for excluding from grouping 2 and placing into  
11 grouping 3 a teacher whose last 2 performance evaluations  
12 include a Needs Improvement and either a Proficient or  
13 Excellent.

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

24 (3) The joint committee may agree to including within  
25 the definition of a performance evaluation rating a  
26 performance evaluation rating administered by a school

1 district or joint agreement other than the school district  
2 or joint agreement determining the sequence of dismissal.

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

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

1 assess whether such a trend may exist. Following the joint  
2 committee's review, but by no later than the end of the  
3 applicable school term, the joint committee or any member  
4 or members of the joint committee may submit a report of  
5 the review to the employing board and exclusive bargaining  
6 representative, if any. Nothing in this paragraph (5) shall  
7 impact the order of honorable dismissal or a school  
8 district's or joint agreement's authority to carry out a  
9 dismissal in accordance with subsection (b) of this  
10 Section.

11 Agreement by the joint committee as to a matter requires  
12 the majority vote of all committee members, and if the joint  
13 committee does not reach agreement on a matter, then the  
14 otherwise applicable requirements of subsection (b) of this  
15 Section shall apply. Except as explicitly set forth in this  
16 subsection (c), a joint committee has no authority to agree to  
17 any further modifications to the requirements for honorable  
18 dismissals set forth in subsection (a) of this Section. The  
19 joint committee must be established and the first meeting of  
20 the joint committee must occur on or before December 1, 2011 or  
21 30 days after the effective date of this amendatory Act of the  
22 97th General Assembly, whichever is later.

23 The joint committee must reach agreement on a matter on or  
24 before February 1 of a school year in order for the agreement  
25 of the joint committee to apply to the sequence of dismissal  
26 determined during that school year. Subject to the February 1

1 deadline for agreements, the agreement of a joint committee on  
2 a matter shall apply to the sequence of dismissal until the  
3 agreement is amended or terminated by the joint committee.

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

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

1 by the board. ~~Such notice shall contain a bill of~~  
2 ~~particulars.~~

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

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

16 (2) No hearing upon the charges is required unless the  
17 teacher within 17 ~~10~~ days after receiving notice requests  
18 in writing of the board that a hearing be scheduled before  
19 a mutually selected hearing officer or a hearing officer  
20 selected by the board, ~~in which case the board shall~~  
21 ~~schedule a hearing on those charges before a disinterested~~  
22 ~~hearing officer on a date no less than 15 nor more than 30~~  
23 ~~days after the enactment of the motion.~~ The secretary of  
24 the school board shall forward a copy of the notice to the  
25 State Board of Education.

26 (3) Within 5 business days after receiving a this

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

19 If notice to the teacher was sent before July 1, 2012  
20 or, if the notice was sent on or after July 1, 2012, the  
21 teacher has requested a hearing before a mutually selected  
22 hearing officer, the board ~~. No one on the list may be a~~  
23 ~~resident of the school district. The Board and the teacher~~  
24 or their legal representatives within 3 business days shall  
25 alternately strike one name from the list provided by the  
26 State Board of Education until only one name remains.



1 Unless waived by the teacher, the teacher shall have the  
2 right to proceed first with the striking. Within 3 business  
3 days of receipt of the ~~first~~ list provided by the State  
4 Board of Education, the board and the teacher or their  
5 legal representatives shall each have the right to reject  
6 all prospective hearing officers named on the ~~first~~ list  
7 and notify the State Board of Education of such rejection  
8 ~~to require the State Board of Education to provide a second~~  
9 ~~list of 5 prospective, impartial hearing officers, none of~~  
10 ~~whom were named on the first list.~~ Within 3 business 5 days  
11 after receiving this notification ~~request for a second~~  
12 ~~list,~~ the State Board of Education shall appoint a  
13 qualified person from the master list who did not appear on  
14 the list sent to the parties to serve as the hearing  
15 officer, unless the parties notify it that they have chosen  
16 to alternatively select a hearing officer under paragraph  
17 (4) of this subsection (d) ~~provide the second list of 5~~  
18 ~~prospective, impartial hearing officers.~~ The procedure for  
19 ~~selecting a hearing officer from the second list shall be~~  
20 ~~the same as the procedure for the first list.~~

21 If the teacher has requested a hearing before a hearing  
22 officer selected by the board, the board shall select one  
23 name from the master list of qualified impartial hearing  
24 officers maintained by the State Board of Education within  
25 3 business days after receipt and shall notify the State  
26 Board of Education of its selection.

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

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

1 procedure within 3 business days of receipt of a list of  
2 prospective hearing officers provided by the State Board of  
3 Education, notice of appointment of a hearing officer by  
4 the State Board of Education, or receipt of notice from the  
5 State Board of Education that it cannot provide a list that  
6 meets the foregoing requirements, whichever is later.

7 (5) If the notice of dismissal was sent to the teacher  
8 before July 1, 2012, the fees and costs for the hearing  
9 officer must be paid by the State Board of Education. If  
10 the notice of dismissal was sent to the teacher on or after  
11 July 1, 2012, the hearing officer's fees and costs must be  
12 paid as follows in this paragraph (5). The fees and  
13 permissible costs for the hearing officer must be  
14 determined by the State Board of Education. If the board  
15 and the teacher or their legal representatives mutually  
16 agree to select an impartial hearing officer who is not on  
17 a list received from the State Board of Education, they may  
18 agree to supplement the fees determined by the State Board  
19 to the hearing officer, at a rate consistent with the  
20 hearing officer's published professional fees. If the  
21 hearing officer is mutually selected by the parties, then  
22 the board and the teacher or their legal representatives  
23 shall each pay 50% of the fees and costs and any  
24 supplemental allowance to which they agree. If the hearing  
25 officer is selected by the board, then the board shall pay  
26 100% of the hearing officer's fees and costs. The fees and

1 costs must be paid to the hearing officer within 14 days  
2 after the board and the teacher or their legal  
3 representatives receive the hearing officer's decision set  
4 forth in paragraph (7) of this subsection (d).

5 (6) The teacher is required to answer the bill of  
6 particulars and aver affirmative matters in his or her  
7 defense, and the time for initially doing so and the time  
8 for updating such answer and defenses after pre-hearing  
9 discovery must be set by the hearing officer. ~~Any person~~  
10 ~~selected by the parties under this alternative procedure~~  
11 ~~for the selection of a hearing officer shall not be a~~  
12 ~~resident of the school district and shall have the same~~  
13 ~~qualifications and authority as a hearing officer selected~~  
14 ~~from a list provided by the State Board of Education. The~~  
15 State Board of Education shall promulgate ~~uniform~~  
16 ~~standards and rules~~ so that each party has a fair  
17 opportunity to present its case and to ensure that the  
18 dismissal process proceeds in a fair and expeditious manner  
19 of procedure for such hearings. These rules shall address,  
20 without limitation, discovery and hearing scheduling  
21 conferences; the teacher's initial answer and affirmative  
22 defenses to the bill of particulars and the updating of  
23 that information after pre-hearing discovery; provision  
24 for written interrogatories and requests for production of  
25 documents; the requirement that each party initially  
26 disclose to the other party and then update the disclosure

1 no later than 10 calendar days prior to the commencement of  
2 the hearing, the ~~As to prehearing discovery, such rules and~~  
3 ~~regulations shall, at a minimum, allow for: (1) discovery~~  
4 ~~of names and addresses of persons who may be called as~~  
5 ~~expert witnesses at the hearing, a summary of the facts or~~  
6 ~~opinions each witness will testify to, and all other the~~  
7 ~~omission of any such name to result in a preclusion of the~~  
8 ~~testimony of such witness in the absence of a showing of~~  
9 ~~good cause and the express permission of the hearing~~  
10 ~~officer; (2) bills of particulars; (3) written~~  
11 ~~interrogatories; and (4) production of relevant documents~~  
12 and materials, including information maintained  
13 electronically, relevant to its own as well as the other  
14 party's case (the hearing officer may exclude witnesses and  
15 exhibits not identified and shared, except those offered in  
16 rebuttal for which the party could not reasonably have  
17 anticipated prior to the hearing); pre-hearing discovery  
18 and preparation, including provision for written  
19 interrogatories and requests for production of documents,  
20 provided that discovery depositions are prohibited; the  
21 conduct of the hearing; the right of each party to be  
22 represented by counsel, the offer of evidence and witnesses  
23 and the cross-examination of witnesses; the authority of  
24 the hearing officer to issue subpoenas and subpoenas duces  
25 tecum, provided that the hearing officer may limit the  
26 number of witnesses to be subpoenaed on behalf of each

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

24 Each party shall have no more than 3 days to present  
25 its case, unless extended by the hearing officer to enable  
26 a party to present adequate evidence and testimony,

1 including due to the other party's cross-examination of the  
2 party's witnesses, for good cause or by mutual agreement of  
3 the parties. The State Board of Education shall define in  
4 rules the meaning of "day" for such purposes. ~~The teacher~~  
5 ~~has the privilege of being present at the hearing with~~  
6 ~~counsel and of cross examining witnesses and may offer~~  
7 ~~evidence and witnesses and present defenses to the charges.~~  
8 ~~The hearing officer may issue subpoenas and subpoenas duces~~  
9 ~~tecum requiring the attendance of witnesses and, at the~~  
10 ~~request of the teacher against whom a charge is made or the~~  
11 ~~board, shall issue such subpoenas, but the hearing officer~~  
12 ~~may limit the number of witnesses to be subpoenaed in~~  
13 ~~behalf of the teacher or the board to not more than 10.~~ All  
14 testimony at the hearing shall be taken under oath  
15 administered by the hearing officer. The hearing officer  
16 shall cause a record of the proceedings to be kept and  
17 shall employ a competent reporter to take stenographic or  
18 stenotype notes of all the testimony. The costs of the  
19 reporter's attendance and services at the hearing shall be  
20 paid by the party or parties who are responsible for paying  
21 the fees and costs of the hearing officer ~~State Board of~~  
22 ~~Education~~. Either party desiring a transcript of the  
23 hearing shall pay for the cost thereof. Any post-hearing  
24 briefs must be submitted by the parties by no later than 21  
25 days after a party's receipt of the transcript of the  
26 hearing, unless extended by the hearing officer for good

1 cause or by mutual agreement of the parties.

2 ~~(7) If in the opinion of the board the interests of the~~  
3 ~~school require it, the board may suspend the teacher~~  
4 ~~pending the hearing, but if acquitted the teacher shall not~~  
5 ~~suffer the loss of any salary by reason of the suspension.~~

6 ~~Before setting a hearing on charges stemming from~~  
7 ~~causes that are considered remediable, a board must give~~  
8 ~~the teacher reasonable warning in writing, stating~~  
9 ~~specifically the causes which, if not removed, may result~~  
10 ~~in charges; however, no such written warning shall be~~  
11 ~~required if the causes have been the subject of a~~  
12 ~~remediation plan pursuant to Article 24A. The hearing~~  
13 ~~officer shall consider and give weight to all of the~~  
14 ~~teacher's evaluations written pursuant to Article 24A. The~~  
15 hearing officer shall, within 30 days from the conclusion  
16 of the hearing or closure of the record, whichever is  
17 later, make a decision as to whether or not the teacher  
18 shall be dismissed pursuant to Article 24A of this Code or  
19 report to the school board findings of fact and a  
20 recommendation as to whether or not the teacher shall be  
21 dismissed for cause and shall give a copy of the decision  
22 or findings of fact and recommendation to both the teacher  
23 and the school board. ~~If the hearing officer fails to~~  
24 ~~render a decision within 30 days, the State Board of~~  
25 ~~Education shall communicate with the hearing officer to~~  
26 ~~determine the date that the parties can reasonably expect~~



1 ~~to receive the decision. The State Board of Education shall~~  
2 ~~provide copies of all such communications to the parties.~~  
3 ~~In the event the hearing officer fails without good cause~~  
4 ~~to make a decision within the 30 day period, the name of~~  
5 ~~such hearing officer shall be struck for a period of not~~  
6 ~~more than 24 months from the master list of hearing~~  
7 ~~officers maintained by the State Board of Education. If a~~  
8 hearing officer fails without good cause, specifically  
9 provided in writing to both parties and the State Board of  
10 Education, to render a decision or findings of fact and  
11 recommendation within 30 days ~~3 months~~ after the hearing is  
12 concluded or the record is closed, whichever is later, the  
13 ~~State Board of Education shall provide the parties with a~~  
14 ~~new list of prospective, impartial hearing officers, with~~  
15 ~~the same qualifications provided herein, one of whom shall~~  
16 ~~be selected, as provided in this Section, to review the~~  
17 ~~record and render a decision. The parties may mutually~~  
18 agree to select a hearing officer pursuant to the  
19 alternative procedure, as provided in this Section, to  
20 rehear the charges heard by the hearing officer who failed  
21 to render a decision or findings of fact and recommendation  
22 or to review the record and render a decision. If any ~~the~~  
23 hearing officer fails without good cause, specifically  
24 provided in writing to both parties and the State Board of  
25 Education, to render a decision or findings of fact and  
26 recommendation within 30 days ~~3 months~~ after the hearing is

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

24 (8) The school board, within 45 days after receipt of  
25 the hearing officer's findings of fact and recommendation  
26 as to whether (i) the conduct at issue occurred, (ii) the

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

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

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

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

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

24       (10) If a decision of the hearing officer for dismissal  
25       pursuant to Article 24A of this Code or of the school board  
26       for dismissal for cause is adjudicated upon review or

1 appeal in favor of the teacher, then the trial court shall  
2 order reinstatement and shall remand the matter to  
3 ~~determine the amount for which~~ the school board with  
4 direction for entry of an order setting the amount of back  
5 pay, lost benefits, and costs, less mitigation. The teacher  
6 may challenge the school board's order setting the amount  
7 of back pay, lost benefits, and costs, less mitigation,  
8 through an expedited arbitration procedure, with the costs  
9 of the arbitrator borne by the school board ~~is liable~~  
10 ~~including but not limited to loss of income and costs~~  
11 ~~incurred therein.~~

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) The changes made by this amendatory Act of the  
18 97th General Assembly shall apply to dismissals instituted  
19 on or after September 1, 2011 or the effective date of this  
20 amendatory Act of the 97th General Assembly, whichever is  
21 later. Any dismissal instituted prior to the effective date  
22 of these changes must be carried out in accordance with the  
23 requirements of this Section prior to amendment by this  
24 amendatory Act of 97th General Assembly.

25 ~~If, by reason of any change in the boundaries of school~~  
26 ~~districts, or by reason of the creation of a new school~~

~~district, the position held by any teacher having a contractual continued service status is transferred from one board to the control of a new or different board, the contractual continued service status of such teacher is not thereby lost, and such new or different board is subject to this Act with respect to such teacher in the same manner as if such teacher were its employee and had been its employee during the time such teacher was actually employed by the board from whose control the position was transferred.~~

(Source: P.A. 89-618, eff. 8-9-96; 90-224, eff. 7-25-97.)

(105 ILCS 5/24-16) (from Ch. 122, par. 24-16)

Sec. 24-16. Judicial review of administrative decision. The provisions of the Administrative Review Law, and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review of final administrative decisions of the a hearing officer for dismissals pursuant to Article 24A of this Code or of a school board for dismissal for cause under Section 24-12 of this Article. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure.

(Source: P.A. 82-783.)

(105 ILCS 5/24-16.5 new)

Sec. 24-16.5. Optional alternative evaluative dismissal

1 process for PERA evaluations.

2 (a) As used in this Section:

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

10 "Board" means, for a school district having less than  
11 500,000 inhabitants or a program of a special education joint  
12 agreement, the board of directors, board of education, or board  
13 of school inspectors, as the case may be. For a school district  
14 having 500,000 inhabitants or more, "board" means the Chicago  
15 Board of Education.

16 "Evaluator" means an evaluator, as defined in Section  
17 24A-2.5 of this Code, who has successfully completed the  
18 pre-qualification program described in subsection (b) of  
19 Section 24A-3 of this Code.

20 "Hearing procedures" means, for a school district having  
21 500,000 inhabitants or more, those procedures and requirements  
22 relating to a teacher's request for a hearing, selection of a  
23 hearing officer, pre-hearing and hearing procedures, and  
24 post-hearing briefs set forth in paragraphs (1) through (5) of  
25 subsection (a) of Section 34-85 of this Code.

26 "PERA-trained board member" means a member of a board that

1 has completed a training program on PERA evaluations either  
2 administered or approved by the State Board of Education.

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

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

14 "School district" means a school district or a program of a  
15 special education joint agreement.

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

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

26 "Teacher practice components" means the components of a



1 performance evaluation plan described in subdivisions (a) and  
2 (b) of Section 24A-5 of this Code, as may be supplemented by  
3 administrative rules adopted by the State Board of Education.

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

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

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

21 (1) the cause of dismissal is that the teacher has  
22 failed to complete a remediation plan with a rating equal  
23 to or better than a "Proficient" rating;

24 (2) the "Unsatisfactory" performance evaluation rating  
25 that preceded remediation resulted from a PERA evaluation;  
26 and

1           (3) the school district has complied with subsection  
2           (c) of this Section.

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

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

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

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

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

1 teacher may not challenge a remediation or dismissal on the  
2 grounds that the process used by the school district to  
3 select a second evaluator was not established in good faith  
4 cooperation with its teacher representatives.

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

25 (4) The second evaluator selected pursuant to  
26 paragraph (3) of this subsection (c) must either (i)

1 conduct the mid-point and final evaluation during  
2 remediation or (ii) conduct an independent assessment of  
3 whether the teacher completed the remediation plan with a  
4 rating equal to or better than a "Proficient" rating, which  
5 independent assessment shall include, but is not limited  
6 to, personal or video-recorded observations of the teacher  
7 that relate to the teacher practice components of the  
8 remediation plan. Nothing in this subsection (c) shall be  
9 construed to limit or preclude the participation of the  
10 evaluator who rated a teacher as "Unsatisfactory" in  
11 remediation.

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

20 The applicable hearing requirements shall apply to the  
21 teacher's request for a hearing, the selection and  
22 qualifications of the hearing officer, and pre-hearing and  
23 hearing procedures, except that all of the following must be  
24 met:

25 (1) The hearing officer must, in addition to meeting  
26 the qualifications set forth in the applicable hearing

1 requirements, have successfully completed the  
2 pre-qualification program described in subsection (b) of  
3 Section 24A-3 of this Code, unless the State Board of  
4 Education waives this requirement to provide an adequate  
5 pool of hearing officers for consideration.

6 (2) The scope of the hearing must be limited as  
7 follows:

8 (A) The school district must demonstrate the  
9 following:

10 (i) that the "Unsatisfactory" performance  
11 evaluation rating that preceded remediation  
12 applied the teacher practice components and  
13 student growth components and determined an  
14 overall evaluation rating of "Unsatisfactory" in  
15 accordance with the standards and requirements of  
16 the school district's evaluation plan;

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

19 (iii) that the teacher failed to complete the  
20 remediation plan with a performance evaluation  
21 rating equal to or better than a "Proficient"  
22 rating, based upon a final remediation evaluation  
23 meeting the applicable standards and requirements  
24 of the school district's evaluation plan; and

25 (iv) that if the second evaluator selected  
26 pursuant to paragraph (3) of subsection (c) of this

1           Section does not conduct the mid-point and final  
2           evaluation and makes an independent assessment  
3           that the teacher completed the remediation plan  
4           with a rating equal to or better than a  
5           "Proficient" rating, the school district must  
6           demonstrate that the final remediation evaluation  
7           is a more valid assessment of the teacher's  
8           performance than the assessment made by the second  
9           evaluator.

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

1           plan.

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

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

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

24          The State Board of Education shall adopt rules regarding  
25          the length of the hearing officer's findings of fact and  
26          recommendation. If a hearing officer fails without good cause,



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

22 (f) The board, within 45 days after receipt of the hearing  
23 officer's findings of fact and recommendation, shall decide,  
24 through adoption of a written order, whether the teacher must  
25 be dismissed from its employ or retained, provided that only  
26 PERA-trained board members may participate in the vote with

1 respect to the decision.

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

13 If the board retains the teacher, the board shall enter a  
14 written order stating the amount of back pay and lost benefits,  
15 less mitigation, to be paid to the teacher, within 45 days of  
16 its retention order.

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

21 (1) for a teacher dismissed by a school district having  
22 500,000 inhabitants or more, such judicial review must be  
23 taken directly to the appellate court of the judicial  
24 district in which the board maintains its primary  
25 administrative office, and any direct appeal to the  
26 appellate court must be filed within 35 days from the date

1       that a copy of the decision sought to be reviewed was  
2       served upon the teacher;

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

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

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

1 (105 ILCS 5/24A-2.5)

2 Sec. 24A-2.5. Definitions. In this Article:

3 "Evaluator" means:

4 (1) an administrator qualified under Section 24A-3; or

5 (2) other individuals qualified under Section 24A-3,

6 provided that, if such other individuals are in the

7 bargaining unit of a district's teachers, the district and

8 the exclusive bargaining representative of that unit must

9 agree to those individuals evaluating other bargaining

10 unit members.

11 Notwithstanding anything to the contrary in item (2) of

12 this definition, a school district operating under Article 34

13 of this Code may require department chairs qualified under

14 Section 24A-3 to evaluate teachers in their department or

15 departments, provided that the school district shall bargain

16 with the bargaining representative of its teachers over the

17 impact and effects on department chairs of such a requirement.

18 "Implementation date" means, unless otherwise specified

19 and provided that the requirements set forth in subsection (d)

20 of Section 24A-20 have been met:

21 (1) For school districts having 500,000 or more

22 inhabitants, in at least 300 schools by September 1, 2012

23 and in the remaining schools by September 1, 2013.

24 (2) For school districts having less than 500,000

25 inhabitants and receiving a Race to the Top Grant or School

1 Improvement Grant after the effective date of this  
2 amendatory Act of the 96th General Assembly, the date  
3 specified in those grants for implementing an evaluation  
4 system for teachers and principals incorporating student  
5 growth as a significant factor.

6 (3) For the lowest performing 20% percent of remaining  
7 school districts having less than 500,000 inhabitants  
8 (with the measure of and school year or years used for  
9 school district performance to be determined by the State  
10 Superintendent of Education at a time determined by the  
11 State Superintendent), September 1, 2015.

12 (4) For all other school districts having less than  
13 500,000 inhabitants, September 1, 2016.

14 Notwithstanding items (3) and (4) of this definition, a  
15 school district and the exclusive bargaining representative of  
16 its teachers may jointly agree in writing to an earlier  
17 implementation date, provided that such date must not be  
18 earlier than September 1, 2013. The written agreement of the  
19 district and the exclusive bargaining representative must be  
20 transmitted to the State Board of Education.

21 "Race to the Top Grant" means a grant made by the Secretary  
22 of the U.S. Department of Education for the program first  
23 funded pursuant to paragraph (2) of Section 14006(a) of the  
24 American Recovery and Reinvestment Act of 2009.

25 "School Improvement Grant" means a grant made by the  
26 Secretary of the U.S. Department of Education pursuant to

1 Section 1003(g) of the Elementary and Secondary Education Act.  
2 (Source: P.A. 96-861, eff. 1-15-10.)

3 (105 ILCS 5/24A-5) (from Ch. 122, par. 24A-5)

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

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

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

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

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

25 Notwithstanding anything to the contrary in this Section or

1 any other Section of the School Code, a principal shall not be  
2 prohibited from evaluating any teachers within a school during  
3 his or her first year as principal of such school.

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

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

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

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

18 (c) by no later than the applicable implementation  
19 date, consideration of student growth as a significant  
20 factor in the rating of the teacher's performance.

21 (d) prior to September 1, 2012, rating of the  
22 performance of teachers in contractual continued service  
23 as either:

24 (i) "excellent", "satisfactory" or  
25 "unsatisfactory"; or

26 (ii) "excellent", "proficient", "needs

1 improvement" or "unsatisfactory".

2 (e) on and after September 1, 2012, rating of the  
3 performance of all teachers ~~in contractual continued~~  
4 ~~service~~ as "excellent", "proficient", "needs improvement"  
5 or "unsatisfactory".

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

8 (g) inclusion of a copy of the evaluation in the  
9 teacher's personnel file and provision of a copy to the  
10 teacher.

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

21 (i) within 30 school days after completion of an  
22 evaluation rating a teacher in contractual continued  
23 service as "unsatisfactory", development and commencement  
24 by the district of a remediation plan designed to correct  
25 deficiencies cited, provided the deficiencies are deemed  
26 remediable. In all school districts the remediation plan



1 for unsatisfactory, tenured teachers shall provide for 90  
2 school days of remediation within the classroom, unless an  
3 applicable collective bargaining agreement provides for a  
4 shorter duration. In all school districts evaluations  
5 issued pursuant to this Section shall be issued within 10  
6 days after the conclusion of the respective remediation  
7 plan. However, the school board or other governing  
8 authority of the district shall not lose jurisdiction to  
9 discharge a teacher in the event the evaluation is not  
10 issued within 10 days after the conclusion of the  
11 respective remediation plan.

12 (j) participation in the remediation plan by the  
13 teacher in contractual continued service rated  
14 "unsatisfactory", an evaluator and a consulting teacher  
15 selected by the evaluator of the teacher who was rated  
16 "unsatisfactory", which consulting teacher is an  
17 educational employee as defined in the Educational Labor  
18 Relations Act, has at least 5 years' teaching experience,  
19 and a reasonable familiarity with the assignment of the  
20 teacher being evaluated, and who received an "excellent"  
21 rating on his or her most recent evaluation. Where no  
22 teachers who meet these criteria are available within the  
23 district, the district shall request and the applicable  
24 regional office of education shall supply, to participate  
25 in the remediation process, an individual who meets these  
26 criteria.

1           In a district having a population of less than 500,000  
2           with an exclusive bargaining agent, the bargaining agent  
3           may, if it so chooses, supply a roster of qualified  
4           teachers from whom the consulting teacher is to be  
5           selected. That roster shall, however, contain the names of  
6           at least 5 teachers, each of whom meets the criteria for  
7           consulting teacher with regard to the teacher being  
8           evaluated, or the names of all teachers so qualified if  
9           that number is less than 5. In the event of a dispute as to  
10          qualification, the State Board shall determine  
11          qualification.

12          (k) a mid-point and final evaluation by an evaluator  
13          during and at the end of the remediation period,  
14          immediately following receipt of a remediation plan  
15          provided for under subsections (i) and (j) of this Section.  
16          Each evaluation shall assess the teacher's performance  
17          during the time period since the prior evaluation; provided  
18          that the last evaluation shall also include an overall  
19          evaluation of the teacher's performance during the  
20          remediation period. A written copy of the evaluations and  
21          ratings, in which any deficiencies in performance and  
22          recommendations for correction are identified, shall be  
23          provided to and discussed with the teacher within 10 school  
24          days after the date of the evaluation, unless an applicable  
25          collective bargaining agreement provides to the contrary.  
26          These subsequent evaluations shall be conducted by an

1 evaluator. The consulting teacher shall provide advice to  
2 the teacher rated "unsatisfactory" on how to improve  
3 teaching skills and to successfully complete the  
4 remediation plan. The consulting teacher shall participate  
5 in developing the remediation plan, but the final decision  
6 as to the evaluation shall be done solely by the evaluator,  
7 unless an applicable collective bargaining agreement  
8 provides to the contrary. Evaluations at the conclusion of  
9 the remediation process shall be separate and distinct from  
10 the required annual evaluations of teachers and shall not  
11 be subject to the guidelines and procedures relating to  
12 those annual evaluations. The evaluator may but is not  
13 required to use the forms provided for the annual  
14 evaluation of teachers in the district's evaluation plan.

15 (l) reinstatement to the evaluation schedule set forth  
16 in the district's evaluation plan for any teacher in  
17 contractual continued service who achieves a rating equal  
18 to or better than "satisfactory" or "proficient" in the  
19 school year following a rating of "needs improvement" or  
20 "unsatisfactory".

21 (m) dismissal in accordance with subsection (d) of  
22 Section 24-12 or Section 24-16.5 or 34-85 of this ~~the~~  
23 ~~School~~ Code of any teacher who fails to complete any  
24 applicable remediation plan with a rating equal to or  
25 better than a "satisfactory" or "proficient" rating.  
26 Districts and teachers subject to dismissal hearings are

1 precluded from compelling the testimony of consulting  
2 teachers at such hearings under subsection (d) of Section  
3 24-12 or Section 24-16.5 or 34-85 of this Code, either as  
4 to the rating process or for opinions of performances by  
5 teachers under remediation.

6 (n) After the implementation date of an evaluation  
7 system for teachers in a district as specified in Section  
8 24A-2.5 of this Code, if a teacher in contractual continued  
9 service successfully completes a remediation plan  
10 following a rating of "unsatisfactory" and receives a  
11 subsequent rating of "unsatisfactory" in any of the  
12 teacher's annual or biannual overall performance  
13 evaluation ratings received during the 36-month period  
14 following the teacher's completion of the remediation  
15 plan, then the school district may forego remediation and  
16 seek dismissal in accordance with subsection (d) of Section  
17 24-12 or Section 34-85 of this Code.

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

1 the results of the remediation plan.

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

4 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

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

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

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

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

14 For a probationary-appointed teacher in full-time service  
15 who is appointed on or after July 1, 2013 and who has not  
16 entered into contractual continued service after 2 or 3 school  
17 terms of full-time service as provided in this Section, the  
18 probationary period shall be 4 school terms of full-time  
19 service, provided that the teacher receives a rating of at  
20 least "proficient" in the last school term and a rating of at  
21 least "proficient" in either the second or third school term.

22 As used in this Section, "school term" means the school  
23 term established by the board pursuant to Section 10-19 of this  
24 Code, and "full-time service" means the teacher has actually  
25 worked at least 150 days during the school term. As used in  
26 this Article, "teachers" means and includes all members of the

1 teaching force excluding the general superintendent and  
2 principals.

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

15 The school principal shall make the decision in selecting  
16 teachers to fill new and vacant positions consistent with  
17 Section 34-8.1.

18 (Source: P.A. 89-15, eff. 5-30-95; 90-548, eff. 1-1-98.)

19 (105 ILCS 5/34-85) (from Ch. 122, par. 34-85)

20 Sec. 34-85. Removal for cause; Notice and hearing;  
21 Suspension.

22 (a) No teacher employed by the board of education shall  
23 (after serving the probationary period specified in Section  
24 34-84) be removed except for cause. Teachers (who have  
25 completed the probationary period specified in Section 34-84 of

1 this Code) shall be removed for cause in accordance with the  
2 procedures set forth in this Section or, at the board's option,  
3 the procedures set forth in Section 24-16.5 of this Code or  
4 such other procedures established in an agreement entered into  
5 between the board and the exclusive representative of the  
6 district's teachers under Section 34-85c of this Code for  
7 teachers (who have completed the probationary period specified  
8 in Section 34-84 of this Code) assigned to schools identified  
9 in that agreement. No principal employed by the board of  
10 education shall be removed during the term of his or her  
11 performance contract except for cause, which may include but is  
12 not limited to the principal's repeated failure to implement  
13 the school improvement plan or to comply with the provisions of  
14 the Uniform Performance Contract, including additional  
15 criteria established by the Council for inclusion in the  
16 performance contract pursuant to Section 34-2.3.

17 Before service of notice of charges on account of causes  
18 that may be deemed to be remediable, the teacher or principal  
19 must be given reasonable warning in writing, stating  
20 specifically the causes that, if not removed, may result in  
21 charges; however, no such written warning is required if the  
22 causes have been the subject of a remediation plan pursuant to  
23 Article 24A of this Code or if the board and the exclusive  
24 representative of the district's teachers have entered into an  
25 agreement pursuant to Section 34-85c of this Code, pursuant to  
26 an alternative system of remediation. No written warning shall



1 be required for conduct on the part of a teacher or principal  
2 that is cruel, immoral, negligent, or criminal or that in any  
3 way causes psychological or physical harm or injury to a  
4 student, as that conduct is deemed to be irremediable. No  
5 written warning shall be required for a material breach of the  
6 uniform principal performance contract, as that conduct is  
7 deemed to be irremediable; provided that not less than 30 days  
8 before the vote of the local school council to seek the  
9 dismissal of a principal for a material breach of a uniform  
10 principal performance contract, the local school council shall  
11 specify the nature of the alleged breach in writing and provide  
12 a copy of it to the principal.

13 (1) To initiate dismissal proceedings against a  
14 teacher or principal, the ~~The~~ general superintendent must  
15 first approve written charges and specifications against  
16 the teacher or principal. A local school council may direct  
17 the general superintendent to approve written charges  
18 against its principal on behalf of the Council upon the  
19 vote of 7 members of the Council. The general  
20 superintendent must approve those charges within 45  
21 calendar days or provide a written reason for not approving  
22 those charges. A written notice of those charges, including  
23 specifications, shall be served upon the teacher or  
24 principal within 10 business days of the approval of the  
25 charges. Any written notice sent on or after July 1, 2012  
26 shall also inform the teacher or principal of the right to

1       request a hearing before a mutually selected hearing  
2       officer, with the cost of the hearing officer split equally  
3       between the teacher or principal and the board, or a  
4       hearing before a qualified hearing officer chosen by the  
5       general superintendent, with the cost of the hearing  
6       officer paid by the board. If the teacher or principal  
7       cannot be found upon diligent inquiry, such charges may be  
8       served upon him by mailing a copy thereof in a sealed  
9       envelope by prepaid certified mail, return receipt  
10      requested, to the teacher's or principal's last known  
11      address. A return receipt showing delivery to such address  
12      within 20 calendar days after the date of the approval of  
13      the charges shall constitute proof of service.

14      (2) No hearing upon the charges is required unless the  
15      teacher or principal within 17 calendar ~~10~~ days after  
16      receiving notice requests in writing of the general  
17      superintendent that a hearing be scheduled, ~~in which case~~  
18      ~~the general superintendent shall schedule a hearing on~~  
19      ~~those charges before a disinterested hearing officer on a~~  
20      ~~date no less than 15 nor more than 30 days after the~~  
21      ~~approval of the charges.~~ Pending the hearing of the  
22      charges, the general superintendent or his or her designee  
23      may suspend the teacher or principal charged without pay in  
24      accordance with rules prescribed by the board, provided  
25      that if the teacher or principal charged is not dismissed  
26      based on the charges, he or she must be made whole for lost

1 earnings, less setoffs for mitigation.

2 (3) The board shall maintain a list of at least 9  
3 qualified hearing officers who will conduct hearings on  
4 charges and specifications. The list must be developed in  
5 good faith consultation with the exclusive representative  
6 of the board's teachers and professional associations that  
7 represent the board's principals. The list may be revised  
8 on July 1st of each year or earlier as needed. To be a  
9 qualified hearing officer, the person must (i) ~~The general~~  
10 ~~superintendent shall forward a copy of the notice to the~~  
11 ~~State Board of Education within 5 days from the date of the~~  
12 ~~approval of the charges. Within 10 days after receiving the~~  
13 ~~notice of hearing, the State Board of Education shall~~  
14 ~~provide the teacher or principal and the general~~  
15 ~~superintendent with a list of 5 prospective, impartial~~  
16 ~~hearing officers. Each person on the list must be~~  
17 accredited by a national arbitration organization and have  
18 had a minimum of 5 years of experience as an arbitrator in  
19 cases involving labor and employment relations matters  
20 between ~~educational~~ employers and ~~educational~~ employees or  
21 their exclusive bargaining representatives and (ii)  
22 beginning September 1, 2012, have participated in training  
23 provided or approved by the State Board of Education for  
24 teacher dismissal hearing officers so that he or she is  
25 familiar with issues generally involved in evaluative and  
26 non-evaluative dismissals.

1           (3) Within 5 business days after receiving the notice  
2           of request for a hearing, the ~~The~~ general superintendent  
3           and the teacher or principal or their legal representatives  
4           ~~within 3 days from receipt of the list~~ shall alternately  
5           strike one name from the list until only one name remains.  
6           Unless waived by the teacher, the teacher or principal  
7           shall have the right to proceed first with the striking. If  
8           the teacher or principal fails to participate in the  
9           striking process, the general superintendent shall either  
10           select the hearing officer from the list developed pursuant  
11           to this paragraph (3) or select another qualified hearing  
12           officer from the master list maintained by the State Board  
13           of Education pursuant to subsection (c) of Section 24-12 of  
14           this Code. ~~Within 3 days of receipt of the first list~~  
15           ~~provided by the State Board of Education, the general~~  
16           ~~superintendent and the teacher or principal or their legal~~  
17           ~~representatives shall each have the right to reject all~~  
18           ~~prospective hearing officers named on the first list and to~~  
19           ~~require the State Board of Education to provide a second~~  
20           ~~list of 5 prospective, impartial hearing officers, none of~~  
21           ~~whom were named on the first list. Within 5 days after~~  
22           ~~receiving this request for a second list, the State Board~~  
23           ~~of Education shall provide the second list of 5~~  
24           ~~prospective, impartial hearing officers. The procedure for~~  
25           ~~selecting a hearing officer from the second list shall be~~  
26           ~~the same as the procedure for the first list. Each party~~

1 ~~shall promptly serve written notice on the other of any~~  
2 ~~name stricken from the list. If the teacher or principal~~  
3 ~~fails to do so, the general superintendent may select the~~  
4 ~~hearing officer from any name remaining on the list. The~~  
5 ~~teacher or principal may waive the hearing at any time~~  
6 ~~prior to the appointment of the hearing officer. Notice of~~  
7 ~~the selection of the hearing officer shall be given to the~~  
8 ~~State Board of Education. The hearing officer shall be~~  
9 ~~notified of his selection by the State Board of Education.~~  
10 ~~A signed acceptance shall be filed with the State Board of~~  
11 ~~Education within 5 days of receipt of notice of the~~  
12 ~~selection. The State Board of Education shall notify the~~  
13 ~~teacher or principal and the board of its appointment of~~  
14 ~~the hearing officer. In the alternative to selecting a~~  
15 ~~hearing officer from the first or second list received from~~  
16 ~~the State Board of Education, the general superintendent~~  
17 ~~and the teacher or principal or their legal representatives~~  
18 ~~may mutually agree to select an impartial hearing officer~~  
19 ~~who is not on a list received from the State Board of~~  
20 ~~Education, either by direct appointment by the parties or~~  
21 ~~by using procedures for the appointment of an arbitrator~~  
22 ~~established by the Federal Mediation and Conciliation~~  
23 ~~Service or the American Arbitration Association. The~~  
24 ~~parties shall notify the State Board of Education of their~~  
25 ~~intent to select a hearing officer using an alternative~~  
26 ~~procedure within 3 days of receipt of a list of prospective~~

1 ~~hearing officers provided by the State Board of Education.~~  
2 ~~Any person selected by the parties under this alternative~~  
3 ~~procedure for the selection of a hearing officer shall have~~  
4 ~~the same qualifications and authority as a hearing officer~~  
5 ~~selected from a list provided by the State Board of~~  
6 ~~Education. The teacher or principal may waive the hearing~~  
7 ~~at any time prior to the appointment of the hearing~~  
8 ~~officer. The State Board of Education shall promulgate~~  
9 ~~uniform standards and rules of procedure for such hearings,~~  
10 ~~including reasonable rules of discovery.~~

11 (4) If the notice of dismissal was sent to the teacher  
12 or principal before July 1, 2012, the fees and costs ~~The~~  
13 ~~per diem allowance~~ for the hearing officer shall be paid by  
14 the State Board of Education. If the notice of dismissal  
15 was sent to the teacher or principal on or after July 1,  
16 2012, the hearing officer's fees and costs must be paid as  
17 follows in this paragraph (4). The fees and permissible  
18 costs for the hearing officer shall be determined by the  
19 State Board of Education. If the hearing officer is  
20 mutually selected by the parties through alternate  
21 striking in accordance with paragraph (3) of this  
22 subsection (a), then the board and the teacher or their  
23 legal representative shall each pay 50% of the fees and  
24 costs and any supplemental allowance to which they agree.  
25 If the hearing officer is selected by ~~The hearing officer~~  
26 ~~shall hold a hearing and render findings of fact and a~~

1 ~~recommendation to~~ the general superintendent without the  
2 participation of the teacher or principal, then the board  
3 shall pay 100% of the hearing officer fees and costs. The  
4 hearing officer shall submit for payment a billing  
5 statement to the parties that itemizes the charges and  
6 expenses and divides them in accordance with this Section.

7 (5) The teacher or the principal charged is required to  
8 answer the charges and specifications and aver affirmative  
9 matters in his or her defense, and the time for doing so  
10 must be set by the hearing officer. The State Board of  
11 Education shall adopt rules so that each party has a fair  
12 opportunity to present its case and to ensure that the  
13 dismissal proceeding is concluded in an expeditious  
14 manner. The rules shall address, without limitation, the  
15 teacher or principal's answer and affirmative defenses to  
16 the charges and specifications; a requirement that each  
17 party make mandatory disclosures without request to the  
18 other party and then update the disclosure no later than 10  
19 calendar days prior to the commencement of the hearing,  
20 including a list of the names and addresses of persons who  
21 may be called as witnesses at the hearing, a summary of the  
22 facts or opinions each witness will testify to, and all  
23 other documents and materials, including information  
24 maintained electronically, relevant to its own as well as  
25 the other party's case (the hearing officer may exclude  
26 witnesses and exhibits not identified and shared, except

1 those offered in rebuttal for which the party could not  
2 reasonably have anticipated prior to the hearing);  
3 pre-hearing discovery and preparation, including provision  
4 for written interrogatories and requests for production of  
5 documents, provided that discovery depositions are  
6 prohibited; the conduct of the hearing; the right of each  
7 party to be represented by counsel, the offer of evidence  
8 and witnesses and the cross-examination of witnesses; the  
9 authority of the hearing officer to issue subpoenas and  
10 subpoenas duces tecum, provided that the hearing officer  
11 may limit the number of witnesses to be subpoenaed in  
12 behalf of each party to no more than 7; the length of  
13 post-hearing briefs; and the form, length, and content of  
14 hearing officers' reports and recommendations to the  
15 general superintendent.

16 The hearing officer shall commence the hearing within  
17 75 calendar days and conclude the hearing within 120  
18 calendar days after being selected by the parties as the  
19 hearing officer, provided that these timelines may be  
20 modified upon the showing of good cause or mutual agreement  
21 of the parties. Good cause for the purposes of this  
22 paragraph (5) shall mean the illness or otherwise  
23 unavoidable emergency of the teacher, district  
24 representative, their legal representatives, the hearing  
25 officer, or an essential witness as indicated in each  
26 party's pre-hearing submission. In a dismissal hearing,



1 the hearing officer shall consider and give weight to all  
2 of the teacher's evaluations written pursuant to Article  
3 24A that are relevant to the issues in the hearing. The  
4 teacher or principal has the privilege of being present at  
5 the hearing with counsel and of cross-examining witnesses  
6 and may offer evidence and witnesses and present defenses  
7 to the charges. Each party shall have no more than 3 days  
8 to present its case, unless extended by the hearing officer  
9 to enable a party to present adequate evidence and  
10 testimony, including due to the other party's  
11 cross-examination of the party's witnesses, for good cause  
12 or by mutual agreement of the parties. The State Board of  
13 Education shall define in rules the meaning of "day" for  
14 such purposes. ~~The hearing officer may issue subpoenas~~  
15 ~~requiring the attendance of witnesses and, at the request~~  
16 ~~of the teacher or principal against whom a charge is made~~  
17 ~~or the general superintendent, shall issue such subpoenas,~~  
18 ~~but the hearing officer may limit the number of witnesses~~  
19 ~~to be subpoenaed in behalf of the teacher or principal or~~  
20 ~~the general superintendent to not more than 10 each.~~ All  
21 testimony at the hearing shall be taken under oath  
22 administered by the hearing officer. The hearing officer  
23 shall cause a record of the proceedings to be kept and  
24 shall employ a competent reporter to take stenographic or  
25 stenotype notes of all the testimony. The costs of the  
26 reporter's attendance and services at the hearing shall be

1       paid by the party or parties who are paying the fees and  
2       costs of the hearing officer State Board of Education.  
3       Either party desiring a transcript of the hearing shall pay  
4       for the cost thereof. At the close of the hearing, the  
5       hearing officer shall direct the parties to submit  
6       post-hearing briefs no later than 21 calendar days after  
7       receipt of the transcript. Either or both parties may waive  
8       submission of briefs.

9       ~~Pending the hearing of the charges, the person charged~~  
10      ~~may be suspended in accordance with rules prescribed by the~~  
11      ~~board but such person, if acquitted, shall not suffer any~~  
12      ~~loss of salary by reason of the suspension.~~

13      ~~Before service of notice of charges on account of~~  
14      ~~causes that may be deemed to be remediable, the teacher or~~  
15      ~~principal shall be given reasonable warning in writing,~~  
16      ~~stating specifically the causes which, if not removed, may~~  
17      ~~result in charges; however, no such written warning shall~~  
18      ~~be required if the causes have been the subject of a~~  
19      ~~remediation plan pursuant to Article 24A or where the board~~  
20      ~~of education and the exclusive representative of the~~  
21      ~~district's teachers have entered into an agreement~~  
22      ~~pursuant to Section 34-85c of this Code, pursuant to an~~  
23      ~~alternative system of remediation. No written warning~~  
24      ~~shall be required for conduct on the part of a teacher or~~  
25      ~~principal which is cruel, immoral, negligent, or criminal~~  
26      ~~or which in any way causes psychological or physical harm~~

1 ~~or injury to a student as that conduct is deemed to be~~  
2 ~~irremediable. No written warning shall be required for a~~  
3 ~~material breach of the uniform principal performance~~  
4 ~~contract as that conduct is deemed to be irremediable;~~  
5 ~~provided however, that not less than 30 days before the~~  
6 ~~vote of the local school council to seek the dismissal of a~~  
7 ~~principal for a material breach of a uniform principal~~  
8 ~~performance contract, the local school council shall~~  
9 ~~specify the nature of the alleged breach in writing and~~  
10 ~~provide a copy of it to the principal.~~

11 ~~The hearing officer shall consider and give weight to~~  
12 ~~all of the teacher's evaluations written pursuant to~~  
13 ~~Article 24A.~~

14 (6) The hearing officer shall within 30 calendar ~~45~~  
15 days from the conclusion of the hearing report to the  
16 general superintendent findings of fact and a  
17 recommendation as to whether or not the teacher or  
18 principal shall be dismissed and shall give a copy of the  
19 report to both the teacher or principal and the general  
20 superintendent. The State Board of Education shall provide  
21 by rule the form of the hearing officer's report and  
22 recommendation.

23 (7) The board, within 45 days of receipt of the hearing  
24 officer's findings of fact and recommendation, shall make a  
25 decision as to whether the teacher or principal shall be  
26 dismissed from its employ. The failure of the board to

1 strictly adhere to the timeliness contained herein shall  
2 not render it without jurisdiction to dismiss the teacher  
3 or principal. In the event that the board declines to  
4 dismiss the teacher or principal after review of a hearing  
5 officer's recommendation, the board shall set the amount of  
6 back pay and benefits to award the teacher or principal,  
7 which shall include offsets for interim earnings and  
8 failure to mitigate losses. The board shall establish  
9 procedures for the teacher's or principal's submission of  
10 evidence to it regarding lost earnings, lost benefits,  
11 mitigation, and offsets. ~~If the hearing officer fails to~~  
12 ~~render a decision within 45 days, the State Board of~~  
13 ~~Education shall communicate with the hearing officer to~~  
14 ~~determine the date that the parties can reasonably expect~~  
15 ~~to receive the decision. The State Board of Education shall~~  
16 ~~provide copies of all such communications to the parties.~~  
17 ~~In the event the hearing officer fails without good cause~~  
18 ~~to make a decision within the 45 day period, the name of~~  
19 ~~such hearing officer shall be struck for a period not less~~  
20 ~~than 24 months from the master list of hearing officers~~  
21 ~~maintained by the State Board of Education. The board shall~~  
22 ~~not lose jurisdiction to discharge the teacher or principal~~  
23 ~~if the hearing officer fails to render a decision within~~  
24 ~~the time specified in this Section. If a hearing officer~~  
25 ~~fails to render a decision within 3 months after the~~  
26 ~~hearing is declared closed, the State Board of Education~~

1 ~~shall provide the parties with a new list of prospective,~~  
2 ~~impartial hearing officers, with the same qualifications~~  
3 ~~provided herein, one of whom shall be selected, as provided~~  
4 ~~in this Section, to rehear the charges heard by the hearing~~  
5 ~~officer who failed to render a decision. The parties may~~  
6 ~~also select a hearing officer pursuant to the alternative~~  
7 ~~procedure, as provided in this Section, to rehear the~~  
8 ~~charges heard by the hearing officer who failed to render a~~  
9 ~~decision. A violation of the professional standards set~~  
10 ~~forth in "The Code of Professional Responsibility for~~  
11 ~~Arbitrators of Labor-Management Disputes", of the National~~  
12 ~~Academy of Arbitrators, the American Arbitration~~  
13 ~~Association, and the Federal Mediation and Conciliation~~  
14 ~~Service, or the failure of a hearing officer to render a~~  
15 ~~decision within 3 months after the hearing is declared~~  
16 ~~closed shall be grounds for removal of the hearing officer~~  
17 ~~from the master list of hearing officers maintained by the~~  
18 ~~State Board of Education. The decision of the board is~~  
19 ~~final unless reviewed in accordance with paragraph (8) of~~  
20 ~~this subsection (a) as provided in Section 34-85b of this~~  
21 ~~Act.~~

22 (8) The teacher may seek judicial review of the board's  
23 decision in accordance with the Administrative Review Law,  
24 which is specifically incorporated in this Section, except  
25 that the review must be initiated in the Illinois Appellate  
26 Court for the First District. In the event judicial review

1 is instituted, any costs of preparing and filing the record  
2 of proceedings shall be paid by the party instituting the  
3 review. In the event the appellate court reverses a board  
4 decision to dismiss a teacher or principal and directs the  
5 board to pay the teacher or the principal back pay and  
6 benefits, the appellate court shall remand the matter to  
7 the board to issue an administrative decision as to the  
8 amount of back pay and benefits, which shall include a  
9 calculation of the lost earnings, lost benefits,  
10 mitigation, and offsets based on evidence submitted to the  
11 board in accordance with procedures established by the  
12 board. ~~If a decision of the board is adjudicated upon~~  
13 ~~review or appeal in favor of the teacher or principal, then~~  
14 ~~the trial court shall order reinstatement and shall~~  
15 ~~determine the amount for which the board is liable~~  
16 ~~including but not limited to loss of income and costs~~  
17 ~~incurred therein.~~

18 (b) Nothing in this Section affects the validity of removal  
19 for cause hearings commenced prior to the effective date of  
20 this amendatory Act of the 97th General Assembly 1978.

21 The changes made by this amendatory Act of the 97th General  
22 Assembly shall apply to dismissals instituted on or after  
23 September 1, 2011 or the effective date of this amendatory Act  
24 of the 97th General Assembly, whichever is later. Any dismissal  
25 instituted prior to the effective date of these changes must be  
26 carried out in accordance with the requirements of this Section

1 prior to amendment by this amendatory Act of 97th General  
2 Assembly.

3 (Source: P.A. 95-510, eff. 8-28-07.)

4 (105 ILCS 5/34-85c)

5 Sec. 34-85c. Alternative procedures for teacher  
6 evaluation, remediation, and removal for cause after  
7 remediation.

8 (a) Notwithstanding any law to the contrary, the board and  
9 the exclusive representative of the district's teachers are  
10 hereby authorized to enter into an agreement to establish  
11 alternative procedures for teacher evaluation, remediation,  
12 and removal for cause after remediation, including an  
13 alternative system for peer evaluation and recommendations;  
14 provided, however, that no later than September 1, 2012: (i)  
15 any alternative procedures must include provisions whereby  
16 student performance data is a significant factor in teacher  
17 evaluation and (ii) teachers are rated as "excellent",  
18 "proficient", "needs improvement" or "unsatisfactory".  
19 Pursuant exclusively to that agreement, teachers assigned to  
20 schools identified in that agreement shall be subject to an  
21 alternative performance evaluation plan and remediation  
22 procedures in lieu of the plan and procedures set forth in  
23 Article 24A of this Code and alternative removal for cause  
24 standards and procedures in lieu of the removal standards and  
25 procedures set forth in Section ~~Sections~~ 34-85 ~~and 34-85b~~ of

1 this Code. To the extent that the agreement provides a teacher  
2 with an opportunity for a hearing on removal for cause before  
3 an independent hearing officer in accordance with Section  
4 ~~Sections 34-85 and 34-85b~~ or otherwise, the hearing officer  
5 shall be governed by the alternative performance evaluation  
6 plan, remediation procedures, and removal standards and  
7 procedures set forth in the agreement in making findings of  
8 fact and a recommendation.

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

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

14 Section 10. The Illinois Educational Labor Relations Act is  
15 amended by changing Sections 4.5, 12, and 13 as follows:

16 (115 ILCS 5/4.5)

17 Sec. 4.5. Subjects of collective bargaining.

18 (a) Notwithstanding the existence of any other provision in  
19 this Act or other law, collective bargaining between an  
20 educational employer whose territorial boundaries are  
21 coterminous with those of a city having a population in excess  
22 of 500,000 and an exclusive representative of its employees may  
23 include any of the following subjects:

24 (1) (Blank).



1           (2) Decisions to contract with a third party for one or  
2 more services otherwise performed by employees in a  
3 bargaining unit and the procedures for obtaining such  
4 contract or the identity of the third party.

5           (3) Decisions to layoff or reduce in force employees.

6           (4) Decisions to determine class size, class staffing  
7 and assignment, class schedules, academic calendar, length  
8 of the work and school day, length of the work and school  
9 year, hours and places of instruction, or pupil assessment  
10 policies.

11           (5) Decisions concerning use and staffing of  
12 experimental or pilot programs and decisions concerning  
13 use of technology to deliver educational programs and  
14 services and staffing to provide the technology.

15           (b) The subject or matters described in subsection (a) are  
16 permissive subjects of bargaining between an educational  
17 employer and an exclusive representative of its employees and,  
18 for the purpose of this Act, are within the sole discretion of  
19 the educational employer to decide to bargain, provided that  
20 the educational employer is required to bargain over the impact  
21 of a decision concerning such subject or matter on the  
22 bargaining unit upon request by the exclusive representative.  
23 During this bargaining, the educational employer shall not be  
24 precluded from implementing its decision. If, after a  
25 reasonable period of bargaining, a dispute or impasse exists  
26 between the educational employer and the exclusive

1 representative, the dispute or impasse shall be resolved  
2 exclusively as set forth in subsection (b) of Section 12 of  
3 this Act in lieu of a strike under Section 13 of this Act.

4 (c) A provision in a collective bargaining agreement that  
5 was rendered null and void because it involved a prohibited  
6 subject of collective bargaining under this subsection (c) as  
7 this subsection (c) existed before the effective date of this  
8 amendatory Act of the 93rd General Assembly remains null and  
9 void and shall not otherwise be reinstated in any successor  
10 agreement unless the educational employer and exclusive  
11 representative otherwise agree to include an agreement reached  
12 on a subject or matter described in subsection (a) of this  
13 Section as subsection (a) existed before this amendatory Act of  
14 the 93rd General Assembly.

15 (Source: P.A. 93-3, eff. 4-16-03.)

16 (115 ILCS 5/12) (from Ch. 48, par. 1712)

17 Sec. 12. Impasse procedures.

18 (a) This subsection (a) applies only to collective  
19 bargaining between an educational employer that is not a public  
20 school district organized under Article 34 of the School Code  
21 and an exclusive representative of its employees.

22 If the parties engaged in collective bargaining have not  
23 reached an agreement by 90 days before the scheduled start of  
24 the forthcoming school year, the parties shall notify the  
25 Illinois Educational Labor Relations Board concerning the

1 status of negotiations. This notice shall include a statement  
2 on whether mediation has been used.

3 Upon demand of either party, collective bargaining between  
4 the employer and an exclusive bargaining representative must  
5 begin within 60 days of the date of certification of the  
6 representative by the Board, or in the case of an existing  
7 exclusive bargaining representative, within 60 days of the  
8 receipt by a party of a demand to bargain issued by the other  
9 party. Once commenced, collective bargaining must continue for  
10 at least a 60 day period, unless a contract is entered into.

11 Except as otherwise provided in subsection (b) of this  
12 Section, if after a reasonable period of negotiation and within  
13 90 ~~45~~ days of the scheduled start of the forth-coming school  
14 year, the parties engaged in collective bargaining have reached  
15 an impasse, either party may petition the Board to initiate  
16 mediation. Alternatively, the Board on its own motion may  
17 initiate mediation during this period. However, mediation  
18 shall be initiated by the Board at any time when jointly  
19 requested by the parties and the services of the mediators  
20 shall continuously be made available to the employer and to the  
21 exclusive bargaining representative for purposes of  
22 arbitration of grievances and mediation or arbitration of  
23 contract disputes. If requested by the parties, the mediator  
24 may perform fact-finding and in so doing conduct hearings and  
25 make written findings and recommendations for resolution of the  
26 dispute. Such mediation shall be provided by the Board and

1 shall be held before qualified impartial individuals. Nothing  
2 prohibits the use of other individuals or organizations such as  
3 the Federal Mediation and Conciliation Service or the American  
4 Arbitration Association selected by both the exclusive  
5 bargaining representative and the employer.

6 If the parties engaged in collective bargaining fail to  
7 reach an agreement within 45 ~~15~~ days of the scheduled start of  
8 the forthcoming school year and have not requested mediation,  
9 the Illinois Educational Labor Relations Board shall invoke  
10 mediation.

11 Whenever mediation is initiated or invoked under this  
12 subsection (a), the parties may stipulate to defer selection of  
13 a mediator in accordance with rules adopted by the Board.

14 (a-5) This subsection (a-5) applies only to collective  
15 bargaining between a public school district or a combination of  
16 public school districts, including, but not limited to, joint  
17 cooperatives, that is not organized under Article 34 of the  
18 School Code and an exclusive representative of its employees.

19 (1) Any time after 15 days of mediation, either party  
20 may declare an impasse. The mediator may declare an impasse  
21 at any time during the mediation process. Notification of  
22 an impasse must be filed in writing with the Board, and  
23 copies of the notification must be submitted to the parties  
24 on the same day the notification is filed with the Board.

25 (2) Within 7 days after the declaration of impasse,  
26 each party shall submit to the mediator and the other party

1 in writing the final offer of the party, including a cost  
2 summary of the offer. Seven days after receipt of the  
3 parties' final offers, the mediator shall make public the  
4 final offers and each party's cost summary dealing with  
5 those issues on which the parties have failed to reach  
6 agreement. The mediator shall make the final offers public  
7 by filing them with the Board, which shall immediately post  
8 the offers on its Internet website. On the same day of  
9 publication by the mediator, at a minimum, the school  
10 district shall distribute notice of the availability of the  
11 offers on the Board's Internet website to all news media  
12 that have filed an annual request for notices from the  
13 school district pursuant to Section 2.02 of the Open  
14 Meetings Act.

15 (a-10) This subsection (a-10) applies only to collective  
16 bargaining between a public school district organized under  
17 Article 34 of the School Code and an exclusive representative  
18 of its employees.

19 (1) For collective bargaining agreements between an  
20 educational employer whose territorial boundaries are  
21 coterminous with those of a city having a population in  
22 excess of 500,000 and an exclusive representative of its  
23 employees, if the parties fail to reach an agreement after  
24 a reasonable period of mediation, the dispute shall be  
25 submitted to fact-finding in accordance with this  
26 subsection (a-10). Either the educational employer or the

1 exclusive representative may initiate fact-finding by  
2 submitting a written demand to the other party with a copy  
3 of the demand submitted simultaneously to the Board.

4 (2) Within 3 days following a party's demand for  
5 fact-finding, each party shall appoint one member of the  
6 fact-finding panel, unless the parties agree to proceed  
7 without a tri-partite panel. Following these appointments,  
8 if any, the parties shall select a qualified impartial  
9 individual to serve as the fact-finder and chairperson of  
10 the fact-finding panel, if applicable. An individual shall  
11 be considered qualified to serve as the fact-finder and  
12 chairperson of the fact-finding panel, if applicable, if he  
13 or she was not the same individual who was appointed as the  
14 mediator and if he or she satisfies the following  
15 requirements: membership in good standing with the  
16 National Academy of Arbitrators, Federal Mediation and  
17 Conciliation Service, or American Arbitration Association  
18 for a minimum of 10 years; membership on the mediation  
19 roster for the Illinois Labor Relations Board or Illinois  
20 Educational Labor Relations Board; issuance of at least 5  
21 interest arbitration awards arising under the Illinois  
22 Public Labor Relations Act; and participation in impasse  
23 resolution processes arising under private or public  
24 sector collective bargaining statutes in other states. If  
25 the parties are unable to agree on a fact-finder, the  
26 parties shall request a panel of fact-finders who satisfy

1 the requirements set forth in this paragraph (2) from  
2 either the Federal Mediation and Conciliation Service or  
3 the American Arbitration Association and shall select a  
4 fact-finder from such panel in accordance with the  
5 procedures established by the organization providing the  
6 panel.

7 (3) The fact-finder shall have the following duties and  
8 powers:

9 (A) to require the parties to submit a statement of  
10 disputed issues and their positions regarding each  
11 issue either jointly or separately;

12 (B) to identify disputed issues that are economic  
13 in nature;

14 (C) to meet with the parties either separately or  
15 in executive sessions;

16 (D) to conduct hearings and regulate the time,  
17 place, course, and manner of the hearings;

18 (E) to request the Board to issue subpoenas  
19 requiring the attendance and testimony of witnesses or  
20 the production of evidence;

21 (F) to administer oaths and affirmations;

22 (G) to examine witnesses and documents;

23 (H) to create a full and complete written record of  
24 the hearings;

25 (I) to attempt mediation or remand a disputed issue  
26 to the parties for further collective bargaining;

1           (J) to require the parties to submit final offers  
2           for each disputed issue either individually or as a  
3           package or as a combination of both; and

4           (K) to employ any other measures deemed  
5           appropriate to resolve the impasse.

6           (4) If the dispute is not settled within 75 days after  
7           the appointment of the fact-finding panel, the  
8           fact-finding panel shall issue a private report to the  
9           parties that contains advisory findings of fact and  
10           recommended terms of settlement for all disputed issues and  
11           that sets forth a rationale for each recommendation. The  
12           fact-finding panel, acting by a majority of its members,  
13           shall base its findings and recommendations upon the  
14           following criteria as applicable:

15           (A) the lawful authority of the employer;

16           (B) the federal and State statutes or local  
17           ordinances and resolutions applicable to the employer;

18           (C) prior collective bargaining agreements and the  
19           bargaining history between the parties;

20           (D) stipulations of the parties;

21           (E) the interests and welfare of the public and the  
22           students and families served by the employer;

23           (F) the employer's financial ability to fund the  
24           proposals based on existing available resources,  
25           provided that such ability is not predicated on an  
26           assumption that lines of credit or reserve funds are



1 available or that the employer may or will receive or  
2 develop new sources of revenue or increase existing  
3 sources of revenue;

4 (G) the impact of any economic adjustments on the  
5 employer's ability to pursue its educational mission;

6 (H) the present and future general economic  
7 conditions in the locality and State;

8 (I) a comparison of the wages, hours, and  
9 conditions of employment of the employees involved in  
10 the dispute with the wages, hours, and conditions of  
11 employment of employees performing similar services in  
12 public education in the 10 largest U.S. cities;

13 (J) the average consumer prices in urban areas for  
14 goods and services, which is commonly known as the cost  
15 of living;

16 (K) the overall compensation presently received by  
17 the employees involved in the dispute, including  
18 direct wage compensation; vacations, holidays, and  
19 other excused time; insurance and pensions; medical  
20 and hospitalization benefits; the continuity and  
21 stability of employment and all other benefits  
22 received; and how each party's proposed compensation  
23 structure supports the educational goals of the  
24 district;

25 (L) changes in any of the circumstances listed in  
26 items (A) through (K) of this paragraph (4) during the

1 fact-finding proceedings;

2 (M) the effect that any term the parties are at  
3 impasse on has or may have on the overall educational  
4 environment, learning conditions, and working  
5 conditions with the school district; and

6 (N) the effect that any term the parties are at  
7 impasse on has or may have in promoting the public  
8 policy of this State.

9 (5) The fact-finding panel's recommended terms of  
10 settlement shall be deemed agreed upon by the parties as  
11 the final resolution of the disputed issues and  
12 incorporated into the collective bargaining agreement  
13 executed by the parties, unless either party tenders to the  
14 other party and the chairperson of the fact-finding panel a  
15 notice of rejection of the recommended terms of settlement  
16 with a rationale for the rejection, within 15 days after  
17 the date of issuance of the fact-finding panel's report. If  
18 either party submits a notice of rejection, the chairperson  
19 of the fact-finding panel shall publish the fact-finding  
20 panel's report and the notice of rejection for public  
21 information by delivering a copy to all newspapers of  
22 general circulation in the community with simultaneous  
23 written notice to the parties.

24 (b) If, after a period of bargaining of at least 60 days, a  
25 dispute or impasse exists between an educational employer whose  
26 territorial boundaries are coterminous with those of a city

1 having a population in excess of 500,000 and the exclusive  
2 bargaining representative over a subject or matter set forth in  
3 Section 4.5 of this Act, the parties shall submit the dispute  
4 or impasse to the dispute resolution procedure agreed to  
5 between the parties. The procedure shall provide for mediation  
6 of disputes by a rotating mediation panel and may, at the  
7 request of either party, include the issuance of advisory  
8 findings of fact and recommendations. A dispute or impasse over  
9 any Section 4.5 subject shall not be resolved through the  
10 procedures set forth in this Act, and the Board, mediator, or  
11 fact-finder has no jurisdiction over any Section 4.5 subject.  
12 The changes made to this subsection (b) by this amendatory Act  
13 of the 97th General Assembly are declarative of existing law.

14 (c) The costs of fact finding and mediation shall be shared  
15 equally between the employer and the exclusive bargaining  
16 agent, provided that, for purposes of mediation under this Act,  
17 if either party requests the use of mediation services from the  
18 Federal Mediation and Conciliation Service, the other party  
19 shall either join in such request or bear the additional cost  
20 of mediation services from another source. All other costs and  
21 expenses of complying with this Section must be borne by the  
22 party incurring them.

23 (c-5) If an educational employer or exclusive bargaining  
24 representative refuses to participate in mediation or fact  
25 finding when required by this Section, the refusal shall be  
26 deemed a refusal to bargain in good faith.

1           (d) Nothing in this Act prevents an employer and an  
2 exclusive bargaining representative from mutually submitting  
3 to final and binding impartial arbitration unresolved issues  
4 concerning the terms of a new collective bargaining agreement.  
5 (Source: P.A. 93-3, eff. 4-16-03.)

6           (115 ILCS 5/13) (from Ch. 48, par. 1713)

7           Sec. 13. Strikes.

8           (a) Notwithstanding the existence of any other provision in  
9 this Act or other law, educational employees employed in school  
10 districts organized under Article 34 of the School Code shall  
11 not engage in a strike at any time during the 18 month period  
12 that commences on the effective date of this amendatory Act of  
13 1995. An educational employee employed in a school district  
14 organized under Article 34 of the School Code who participates  
15 in a strike in violation of this Section is subject to  
16 discipline by the employer. In addition, no educational  
17 employer organized under Article 34 of the School Code may pay  
18 or cause to be paid to an educational employee who participates  
19 in a strike in violation of this subsection any wages or other  
20 compensation for any period during which an educational  
21 employee participates in the strike, except for wages or  
22 compensation earned before participation in the strike.  
23 Notwithstanding the existence of any other provision in this  
24 Act or other law, during the 18-month period that strikes are  
25 prohibited under this subsection nothing in this subsection

1 shall be construed to require an educational employer to submit  
2 to a binding dispute resolution process.

3 (b) Notwithstanding the existence of any other provision in  
4 this Act or any other law, educational employees other than  
5 those employed in a school district organized under Article 34  
6 of the School Code and, after the expiration of the 18 month  
7 period that commences on the effective date of this amendatory  
8 Act of 1995, educational employees in a school district  
9 organized under Article 34 of the School Code shall not engage  
10 in a strike except under the following conditions:

11 (1) they are represented by an exclusive bargaining  
12 representative;

13 (2) mediation has been used without success and, if  
14 an impasse has been declared under subsection (a-5) of  
15 Section 12 of this Act, at least 14 days have elapsed after  
16 the mediator has made public the final offers;

17 (2.5) if fact-finding was invoked pursuant to  
18 subsection (a-10) of Section 12 of this Act, at least 30  
19 days have elapsed after a fact-finding report has been  
20 released for public information;

21 (2.10) for educational employees employed in a school  
22 district organized under Article 34 of the School Code, at  
23 least three-fourths of all bargaining unit members of the  
24 exclusive bargaining representative have affirmatively  
25 voted to authorize the strike;

26 (3) at least 10 days have elapsed after a notice of

1 intent to strike has been given by the exclusive bargaining  
2 representative to the educational employer, the regional  
3 superintendent and the Illinois Educational Labor  
4 Relations Board;

5 (4) the collective bargaining agreement between the  
6 educational employer and educational employees, if any,  
7 has expired or been terminated; and

8 (5) the employer and the exclusive bargaining  
9 representative have not mutually submitted the unresolved  
10 issues to arbitration.

11 If, however, in the opinion of an employer the strike is or  
12 has become a clear and present danger to the health or safety  
13 of the public, the employer may initiate in the circuit court  
14 of the county in which such danger exists an action for relief  
15 which may include, but is not limited to, injunction. The court  
16 may grant appropriate relief upon the finding that such clear  
17 and present danger exists. An unfair practice or other evidence  
18 of lack of clean hands by the educational employer is a defense  
19 to such action. Except as provided for in this paragraph, the  
20 jurisdiction of the court under this Section is limited by the  
21 Labor Dispute Act.

22 (Source: P.A. 89-15, eff. 5-30-95; 90-548, eff. 1-1-98.)

23 (105 ILCS 5/34-85b rep.)

24 Section 15. The School Code is amended by repealing Section  
25 34-85b.

1           Section 99. Effective date. This Act takes effect upon  
2           becoming law.