



Sen. Kimberly A. Lightford

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1 AMENDMENT TO SENATE BILL 630

2 AMENDMENT NO. _____. Amend Senate Bill 630 by replacing
3 everything after the enacting clause with the following:

4 "Section 3. The Illinois Pension Code is amended by
5 changing 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

1 as defined in Section 17-106 is authorized to make the
2 necessary deductions from the salaries of its teachers. Such
3 amounts shall be included as a part of the Fund. An Employer
4 and any employer of eligible contributors as defined in Section
5 17-106 shall formulate such rules and regulations as may be
6 necessary to give effect to the provisions of this Section.

7 (c) All persons employed as teachers shall, by such
8 employment, accept the provisions of this Article and of
9 Sections 34-83 to 34-85 ~~34-85b~~, inclusive, of "The School
10 Code", approved March 18, 1961, as amended, and thereupon
11 become contributors to the Fund in accordance with the terms
12 thereof. The provisions of this Article and of those Sections
13 shall become a part of the contract of employment.

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

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

24 Section 5. The School Code is amended by changing Sections
25 10-22.4, 21-23, 24-11, 24-12, 24-16, 24A-2.5, 24A-5, 34-84,

1 34-85, and 34-85c and by adding Sections 2-3.153, 10-16a,
2 24-1.5, and 24-16.5 as follows:

3 (105 ILCS 5/2-3.153 new)

4 Sec. 2-3.153. Survey of learning conditions. The State
5 Board of Education shall select for statewide administration an
6 instrument to provide feedback from, at a minimum, students in
7 grades 6 through 12 and teachers on the instructional
8 environment within a school after giving consideration to the
9 recommendations of the Performance Evaluation Advisory Council
10 made pursuant to subdivision (6) of subsection (a) of Section
11 24A-20 of this Code. Subject to appropriation to the State
12 Board of Education for the State's cost of development and
13 administration and commencing with the 2012-2013 school year,
14 each school district shall administer, at least biannually, the
15 instrument in every public school attendance center by a date
16 specified by the State Superintendent of Education, and data
17 resulting from the instrument's administration must be
18 provided to the State Board of Education. The survey component
19 that requires completion by the teachers must be administered
20 during teacher meetings or professional development days or at
21 other times that would not interfere with the teachers' regular
22 classroom and direct instructional duties. The State
23 Superintendent, following consultation with teachers,
24 principals, and other appropriate stakeholders, shall publicly
25 report on selected indicators of learning conditions resulting

1 from administration of the instrument at the individual school,
2 district, and State levels and shall identify whether the
3 indicators result from an anonymous administration of the
4 instrument. If in any year the appropriation to the State Board
5 of Education is insufficient for the State's costs associated
6 with statewide administration of the instrument, the State
7 Board of Education shall give priority to districts with
8 low-performing schools and a representative sample of other
9 districts.

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

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

12 (a) This Section applies to all school board members
13 serving pursuant to Section 10-10 of this Code who have been
14 elected after the effective date of this amendatory Act of the
15 97th General Assembly or appointed to fill a vacancy of at
16 least one year's duration after the effective date of this
17 amendatory Act of the 97th General Assembly.

18 (b) Every voting member of a school board of a school
19 district elected or appointed for a term beginning after the
20 effective date of this amendatory Act of the 97th General
21 Assembly, within a year after the effective date of this
22 amendatory Act of the 97th General Assembly or the first year
23 of his or her term, shall complete a minimum of 4 hours of
24 professional development leadership training covering topics
25 in education and labor law, financial oversight and

1 accountability, and fiduciary responsibilities of a school
2 board member. The school district shall maintain on its
3 Internet website, if any, the names of all voting members of
4 the school board who have successfully completed the training.

5 (c) The training on financial oversight, accountability,
6 and fiduciary responsibilities may be provided by an
7 association established under this Code for the purpose of
8 training school board members or by other qualified providers
9 approved by the State Board of Education, in conjunction with
10 an association so established.

11 (105 ILCS 5/10-22.4) (from Ch. 122, par. 10-22.4)

12 Sec. 10-22.4. Dismissal of teachers. To dismiss a teacher
13 for incompetency, cruelty, negligence, immorality or other
14 sufficient cause, to dismiss any teacher on the basis of
15 performance ~~who fails to complete a 1 year remediation plan~~
16 ~~with a "satisfactory" or better rating~~ and to dismiss any
17 teacher whenever, in its opinion, he is not qualified to teach,
18 or whenever, in its opinion, the interests of the schools
19 require it, subject, however, to the provisions of Sections
20 24-10 to 24-16.5 ~~24-15~~, inclusive. Temporary mental or physical
21 incapacity to perform teaching duties, as found by a medical
22 examination, is not a cause for dismissal. Marriage is not a
23 cause of removal.

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

1 (105 ILCS 5/21-23) (from Ch. 122, par. 21-23)

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

3 (a) The State Superintendent of Education has the exclusive
4 authority, in accordance with this Section and any rules
5 adopted by the State Board of Education, to initiate the
6 suspension of up to 5 calendar years or revocation of any
7 certificate issued pursuant to this Article, including but not
8 limited to any administrative certificate or endorsement, for
9 abuse or neglect of a child, immorality, a condition of health
10 detrimental to the welfare of pupils, incompetency,
11 unprofessional conduct (which includes the failure to disclose
12 on an employment application any previous conviction for a sex
13 offense, as defined in Section 21-23a of this Code, or any
14 other offense committed in any other state or against the laws
15 of the United States that, if committed in this State, would be
16 punishable as a sex offense, as defined in Section 21-23a of
17 this Code), the neglect of any professional duty, willful
18 failure to report an instance of suspected child abuse or
19 neglect as required by the Abused and Neglected Child Reporting
20 Act, failure to establish satisfactory repayment on an
21 educational loan guaranteed by the Illinois Student Assistance
22 Commission, or other just cause. Unprofessional conduct shall
23 include refusal to attend or participate in, institutes,
24 teachers' meetings, professional readings, or to meet other
25 reasonable requirements of the regional superintendent or
26 State Superintendent of Education. Unprofessional conduct also

1 includes conduct that violates the standards, ethics, or rules
2 applicable to the security, administration, monitoring, or
3 scoring of, or the reporting of scores from, any assessment
4 test or the Prairie State Achievement Examination administered
5 under Section 2-3.64 or that is known or intended to produce or
6 report manipulated or artificial, rather than actual,
7 assessment or achievement results or gains from the
8 administration of those tests or examinations. It shall also
9 include neglect or unnecessary delay in making of statistical
10 and other reports required by school officers. Incompetency
11 shall include, without limitation, 2 or more school terms of
12 service for which the certificate holder has received an
13 unsatisfactory rating on a performance evaluation conducted
14 pursuant to Article 24A of this Code within a period of 7
15 school terms of service. In determining whether to initiate
16 action against one or more certificates based on incompetency
17 and the recommended sanction for such action, the State
18 Superintendent shall consider factors that include without
19 limitation all of the following:

20 (1) Whether the unsatisfactory evaluation ratings
21 occurred prior to the effective date of this amendatory Act
22 of the 97th General Assembly.

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

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

5 (4) The time between the unsatisfactory evaluation
6 ratings.

7 (5) The quality of the remediation plans associated
8 with the unsatisfactory evaluation ratings and whether the
9 certificate holder successfully completed the remediation
10 plans.

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

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

17 When initiating an action against one or more certificates, the
18 State Superintendent may seek required professional
19 development as a sanction in lieu of or in addition to
20 suspension or revocation. Any such required professional
21 development must be at the expense of the certificate holder,
22 who may use, if available and applicable to the requirements
23 established by administrative or court order, training,
24 coursework, or other professional development funds in
25 accordance with the terms of an applicable collective
26 bargaining agreement entered into after the effective date of

1 this amendatory Act of the 97th General Assembly, unless that
2 agreement specifically precludes use of funds for such purpose.

3 (a-5) The State Superintendent of Education shall, upon
4 receipt of evidence of abuse or neglect of a child, immorality,
5 a condition of health detrimental to the welfare of pupils,
6 incompetency (subject to subsection (a) of this Section),
7 unprofessional conduct, the neglect of any professional duty or
8 other just cause, further investigate and, if and as
9 appropriate, serve written notice to the individual and afford
10 the individual opportunity for a hearing prior to suspension,
11 ~~or~~ revocation, or other sanction; provided that the State
12 Superintendent is under no obligation to initiate such an
13 investigation if the Department of Children and Family Services
14 is investigating the same or substantially similar allegations
15 and its child protective service unit has not made its
16 determination as required under Section 7.12 of the Abused and
17 Neglected Child Reporting Act. If the State Superintendent of
18 Education does not receive from an individual a request for a
19 hearing within 10 days after the individual receives notice,
20 the suspension, ~~or~~ revocation, or other sanction shall
21 immediately take effect in accordance with the notice. If a
22 hearing is requested within 10 days of notice of opportunity
23 for hearing, it shall act as a stay of proceedings until the
24 State Teacher Certification Board issues a decision. Any
25 hearing shall take place in the educational service region
26 wherein the educator is or was last employed and in accordance

1 with rules adopted by the State Board of Education, in
2 consultation with the State Teacher Certification Board, which
3 rules shall include without limitation provisions for
4 discovery and the sharing of information between parties prior
5 to the hearing. The standard of proof for any administrative
6 hearing held pursuant to this Section shall be by the
7 preponderance of the evidence. The decision of the State
8 Teacher Certification Board is a final administrative decision
9 and is subject to judicial review by appeal of either party.

10 The State Board may refuse to issue or may suspend the
11 certificate of any person who fails to file a return, or to pay
12 the tax, penalty or interest shown in a filed return, or to pay
13 any final assessment of tax, penalty or interest, as required
14 by any tax Act administered by the Illinois Department of
15 Revenue, until such time as the requirements of any such tax
16 Act are satisfied.

17 The exclusive authority of the State Superintendent of
18 Education to initiate suspension or revocation of a certificate
19 pursuant to this Section does not preclude a regional
20 superintendent of schools from cooperating with the State
21 Superintendent or a State's Attorney with respect to an
22 investigation of alleged misconduct.

23 (b) (Blank).

24 (b-5) The State Superintendent of Education or his or her
25 designee may initiate and conduct such investigations as may be
26 reasonably necessary to establish the existence of any alleged

1 misconduct. At any stage of the investigation, the State
2 Superintendent may issue a subpoena requiring the attendance
3 and testimony of a witness, including the certificate holder,
4 and the production of any evidence, including files, records,
5 correspondence, or documents, relating to any matter in
6 question in the investigation. The subpoena shall require a
7 witness to appear at the State Board of Education at a
8 specified date and time and shall specify any evidence to be
9 produced. The certificate holder is not entitled to be present,
10 but the State Superintendent shall provide the certificate
11 holder with a copy of any recorded testimony prior to a hearing
12 under this Section. Such recorded testimony must not be used as
13 evidence at a hearing, unless the certificate holder has
14 adequate notice of the testimony and the opportunity to
15 cross-examine the witness. Failure of a certificate holder to
16 comply with a duly-issued, investigatory subpoena may be
17 grounds for revocation, suspension, or denial of a certificate.

18 (b-10) All correspondence, documentation, and other
19 information so received by the regional superintendent of
20 schools, the State Superintendent of Education, the State Board
21 of Education, or the State Teacher Certification Board under
22 this Section is confidential and must not be disclosed to third
23 parties, except (i) as necessary for the State Superintendent
24 of Education or his or her designee to investigate and
25 prosecute pursuant to this Article, (ii) pursuant to a court
26 order, (iii) for disclosure to the certificate holder or his or

1 her representative, or (iv) as otherwise required in this
2 Article and provided that any such information admitted into
3 evidence in a hearing shall be exempt from this confidentiality
4 and non-disclosure requirement.

5 (c) The State Superintendent of Education or a person
6 designated by him shall have the power to administer oaths to
7 witnesses at any hearing conducted before the State Teacher
8 Certification Board pursuant to this Section. The State
9 Superintendent of Education or a person designated by him is
10 authorized to subpoena and bring before the State Teacher
11 Certification Board any person in this State and to take
12 testimony either orally or by deposition or by exhibit, with
13 the same fees and mileage and in the same manner as prescribed
14 by law in judicial proceedings in the civil cases in circuit
15 courts of this State.

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

24 (c-10) The State Board of Education shall receive an annual
25 line item appropriation to cover fees associated with the
26 investigation and prosecution of alleged educator misconduct

1 and hearings related thereto.

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

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

7 (105 ILCS 5/24-1.5 new)

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

1 filling of new and vacant positions in a collective bargaining
2 agreement between a school district and the exclusive
3 bargaining representative of its teachers in existence on the
4 effective date of this amendatory Act of the 97th General
5 Assembly shall remain in full force and effect for the term of
6 the agreement, unless terminated by mutual agreement.

7 Nothing in this amendatory Act of the 97th General Assembly
8 (i) limits or otherwise impacts school districts' management
9 right to hire new employees, (ii) affects what currently is or
10 may be a mandatory subject of bargaining under the Illinois
11 Educational Labor Relations Act, or (iii) creates a statutory
12 cause of action for a candidate or a candidate's representative
13 to challenge a school district's selection decision based on
14 the school district's failure to adhere to the requirements of
15 this Section.

16 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

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

19 (a) As used in this and the succeeding Sections of this
20 Article:

21 "Teacher" means any or all school district employees
22 regularly required to be certified under laws relating to the
23 certification of teachers.

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

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

3 "Program" means a program of a special education joint
4 agreement.

5 "Program of a special education joint agreement" means
6 instructional, consultative, supervisory, administrative,
7 diagnostic, and related services that are managed by a special
8 educational joint agreement designed to service 2 or more
9 school districts that are members of the joint agreement.

10 "PERA implementation date" means the implementation date
11 of an evaluation system for teachers as specified by Section
12 24A-2.5 of this Code for all schools within a school district
13 or all programs of a special education joint agreement.

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

17 (c) Any teacher who is first employed as a full-time
18 teacher in a school district or program prior to the PERA
19 implementation date and ~~Any teacher who is has been~~ employed in
20 that ~~any~~ district or program as a full-time teacher for a
21 probationary period of ~~4~~ 2 consecutive school terms shall enter
22 upon contractual continued service in the district or in all of
23 the programs that the teacher is legally qualified to hold,
24 unless the teacher is given written notice of dismissal ~~stating~~
25 ~~the specific reason therefor,~~ by certified mail, return receipt
26 requested, by the employing board at least 45 days before the

1 end of any school term within such period; ~~except that for a~~
2 ~~teacher who is first employed as a full-time teacher by a~~
3 ~~school district on or after January 1, 1998 and who has not~~
4 ~~before that date already entered upon contractual continued~~
5 ~~service in that district, the probationary period shall be 4~~
6 ~~consecutive school terms before the teacher shall enter upon~~
7 ~~contractual continued service. For the purpose of determining~~
8 ~~contractual continued service, the first probationary year~~
9 ~~shall be any full-time employment from a date before November 1~~
10 ~~through the end of the school year.~~

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

21 (1) 4 consecutive school terms of service in which the
22 teacher receives overall annual evaluation ratings of at
23 least "Proficient" in the last school term and at least
24 "Proficient" in either the second or third school term;

25 (2) 3 consecutive school terms of service in which the
26 teacher receives 3 overall annual evaluations of

1 "Excellent"; or

2 (3) 2 consecutive school terms of service in which the
3 teacher receives 2 overall annual evaluations of
4 "Excellent" service, but only if the teacher (i) previously
5 attained contractual continued service in a different
6 school district or program in this State, (ii) voluntarily
7 departed or was honorably dismissed from that school
8 district or program in the school term immediately prior to
9 the teacher's first school term of service applicable to
10 the attainment of contractual continued service under this
11 subdivision (3), and (iii) received, in his or her 2 most
12 recent overall annual or biannual evaluations from the
13 prior school district or program, ratings of "Proficient",
14 with both such ratings occurring after the school
15 district's or program's PERA implementation date.

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

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

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

23 (f) If the employing board determines to dismiss the
24 teacher in the last year of the probationary period as provided
25 in subsection (c) of this Section or subdivision (1) or (2) of
26 subsection (d) of this Section, but not subdivision (3) of

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

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

22 ~~Any full-time teacher who is not completing the last year~~
23 ~~of the probationary period described in the preceding~~
24 ~~paragraph, or any teacher employed on a full-time basis not~~
25 ~~later than January 1 of the school term, shall receive written~~
26 ~~notice from the employing board at least 45 days before the end~~

1 ~~of any school term whether or not he will be re-employed for~~
2 ~~the following school term. If the board fails to give such~~
3 ~~notice, the employee shall be deemed reemployed, and not later~~
4 ~~than the close of the then current school term the board shall~~
5 ~~issue a regular contract to the employee as though the board~~
6 ~~had reemployed him in the usual manner.~~

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

22 (h) If, by reason of any change in the boundaries of school
23 districts or by reason of the creation of a new school
24 district, the position held by any teacher having a contractual
25 continued service status is transferred from one board to the
26 control of a new or different board, then the contractual

1 continued service status of the teacher is not thereby lost,
2 and such new or different board is subject to this Code with
3 respect to the teacher in the same manner as if the teacher
4 were its employee and had been its employee during the time the
5 teacher was actually employed by the board from whose control
6 the position was transferred.

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

19 (j) For any teacher employed after July 1, 1987 as a
20 full-time teacher in a program of a special education joint
21 agreement, whether the program is operated by the joint
22 agreement or a member district on behalf of the joint
23 agreement, in the event of a reduction in the number of
24 programs or positions in the joint agreement in which the
25 notice of dismissal is provided on or before the end of the
26 2010-2011 school term, the teacher in contractual continued

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

19 (k) For any teacher employed after July 1, 1987 as a
20 full-time teacher in a program of a special education joint
21 agreement, whether the program is operated by the joint
22 agreement or a member district on behalf of the joint
23 agreement, in the event of the dissolution of a joint
24 agreement, in which the notice to teachers of the dissolution
25 is provided during the 2010-2011 school term, the teacher in
26 contractual continued service who is legally qualified shall be

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

18 ~~Any teacher employed after July 1, 1987 as a full time~~
19 ~~teacher in a program of a special education joint agreement,~~
20 ~~whether the program is operated by the joint agreement or a~~
21 ~~member district on behalf of the joint agreement, for a~~
22 ~~probationary period of two consecutive years shall enter upon~~
23 ~~contractual continued service in all of the programs conducted~~
24 ~~by such joint agreement which the teacher is legally qualified~~
25 ~~to hold; except that for a teacher who is first employed on or~~
26 ~~after January 1, 1998 in a program of a special education joint~~

1 ~~agreement and who has not before that date already entered upon~~
2 ~~contractual continued service in all of the programs conducted~~
3 ~~by the joint agreement that the teacher is legally qualified to~~
4 ~~hold, the probationary period shall be 4 consecutive years~~
5 ~~before the teacher enters upon contractual continued service in~~
6 ~~all of those programs. In the event of a reduction in the~~
7 ~~number of programs or positions in the joint agreement, the~~
8 ~~teacher on contractual continued service shall be eligible for~~
9 ~~employment in the joint agreement programs for which the~~
10 ~~teacher is legally qualified in order of greater length of~~
11 ~~continuing service in the joint agreement unless an alternative~~
12 ~~method of determining the sequence of dismissal is established~~
13 ~~in a collective bargaining agreement. In the event of the~~
14 ~~dissolution of a joint agreement, the teacher on contractual~~
15 ~~continued service who is legally qualified shall be assigned to~~
16 ~~any comparable position in a member district currently held by~~
17 ~~a teacher who has not entered upon contractual continued~~
18 ~~service or held by a teacher who has entered upon contractual~~
19 ~~continued service with shorter length of contractual continued~~
20 ~~service.~~

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

1 ~~For purposes of this and succeeding Sections of this~~
2 ~~Article, a program of a special educational joint agreement~~
3 ~~shall be defined as instructional, consultative, supervisory,~~
4 ~~administrative, diagnostic, and related services which are~~
5 ~~managed by the special educational joint agreement designed to~~
6 ~~service two or more districts which are members of the joint~~
7 ~~agreement.~~

8 ~~Each joint agreement shall be required to post by February~~
9 ~~1, a list of all its employees in order of length of continuing~~
10 ~~service in the joint agreement, unless an alternative method of~~
11 ~~determining a sequence of dismissal is established in an~~
12 ~~applicable collective bargaining agreement.~~

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

21 (n) Any teacher employed as a full-time teacher in a
22 special education program prior to September 23, 1987 in which
23 2 or more school districts participate for a probationary
24 period of 2 consecutive years shall enter upon contractual
25 continued service in each of the participating districts,
26 subject to this and the succeeding Sections of this Article,

1 and, notwithstanding Section 24-1.5 of this Code, in the event
2 of the termination of the program shall be eligible for any
3 vacant position in any of such districts for which such teacher
4 is qualified.

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

6 (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

7 Sec. 24-12. Removal or dismissal of teachers in contractual
8 continued service.

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

1 service.

2 As between teachers who have entered upon contractual
3 continued service, the teacher or teachers with the shorter
4 length of continuing service with the district shall be
5 dismissed first unless an alternative method of determining the
6 sequence of dismissal is established in a collective bargaining
7 agreement or contract between the board and a professional
8 faculty members' organization and except that this provision
9 shall not impair the operation of any affirmative action
10 program in the district, regardless of whether it exists by
11 operation of law or is conducted on a voluntary basis by the
12 board. Any teacher dismissed as a result of such decrease or
13 discontinuance shall be paid all earned compensation on or
14 before the third business day following the last day of pupil
15 attendance in the regular school term.

16 If the board has any vacancies for the following school
17 term or within one calendar year from the beginning of the
18 following school term, the positions thereby becoming
19 available shall be tendered to the teachers so removed or
20 dismissed so far as they are legally qualified to hold such
21 positions; provided, however, that if the number of honorable
22 dismissal notices based on economic necessity exceeds 15% of
23 the number of full time equivalent positions filled by
24 certified employees (excluding principals and administrative
25 personnel) during the preceding school year, then if the board
26 has any vacancies for the following school term or within 2

1 calendar years from the beginning of the following school term,
2 the positions so becoming available shall be tendered to the
3 teachers who were so notified and removed or dismissed whenever
4 they are legally qualified to hold such positions. Each board
5 shall, in consultation with any exclusive employee
6 representatives, each year establish a list, categorized by
7 positions, showing the length of continuing service of each
8 teacher who is qualified to hold any such positions, unless an
9 alternative method of determining a sequence of dismissal is
10 established as provided for in this Section, in which case a
11 list shall be made in accordance with the alternative method.
12 Copies of the list shall be distributed to the exclusive
13 employee representative on or before February 1 of each year.
14 Whenever the number of honorable dismissal notices based upon
15 economic necessity exceeds 5, or 150% of the average number of
16 teachers honorably dismissed in the preceding 3 years,
17 whichever is more, then the board also shall hold a public
18 hearing on the question of the dismissals. Following the
19 hearing and board review the action to approve any such
20 reduction shall require a majority vote of the board members.

21 (b) This subsection (b) applies only to honorable
22 dismissals and recalls in which the notice of dismissal is
23 provided during the 2011-2012 school term or a subsequent
24 school term. If any teacher, whether or not in contractual
25 continued service, is removed or dismissed as a result of a
26 decision of a school board to decrease the number of teachers

1 employed by the board, a decision of a school board to
2 discontinue some particular type of teaching service, or a
3 reduction in the number of programs or positions in a special
4 education joint agreement, then written notice must be mailed
5 to the teacher and also given to the teacher either by
6 certified mail, return receipt requested, or personal delivery
7 with receipt at least 45 days before the end of the school
8 term, together with a statement of honorable dismissal and the
9 reason therefor, and in all such cases the sequence of
10 dismissal shall occur in accordance with this subsection (b);
11 except that this subsection (b) shall not impair the operation
12 of any affirmative action program in the school district,
13 regardless of whether it exists by operation of law or is
14 conducted on a voluntary basis by the board.

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

25 (1) Grouping one shall consist of each teacher not in
26 contractual continued service who has not received a

1 performance evaluation rating.

2 (2) Grouping 2 shall consist of each teacher with a
3 Needs Improvement or Unsatisfactory performance evaluation
4 rating on either of the teacher's last 2 performance
5 evaluation ratings.

6 (3) Grouping 3 shall consist of each teacher with a
7 performance evaluation rating of at least Satisfactory or
8 Proficient on both of the teacher's last 2 performance
9 evaluation ratings, if 2 ratings are available, or on the
10 teacher's last performance evaluation rating, if only one
11 rating is available, unless the teacher qualifies for
12 placement into grouping 4.

13 (4) Grouping 4 shall consist of each teacher whose last
14 2 performance evaluation ratings are Excellent and each
15 teacher with 2 Excellent performance evaluation ratings
16 out of the teacher's last 3 performance evaluation ratings
17 with a third rating of Satisfactory or Proficient.

18 Among teachers qualified to hold a position, teachers must
19 be dismissed in the order of their groupings, with teachers in
20 grouping one dismissed first and teachers in grouping 4
21 dismissed last.

22 Within grouping one, the sequence of dismissal must be at
23 the discretion of the school district or joint agreement.
24 Within grouping 2, the sequence of dismissal must be based upon
25 average performance evaluation ratings, with the teacher or
26 teachers with the lowest average performance evaluation rating

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

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

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

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

1 necessity exceeds 5 notices or 150% of the average number of
2 teachers honorably dismissed in the preceding 3 years,
3 whichever is more, then the school board or governing board of
4 a joint agreement, as applicable, shall also hold a public
5 hearing on the question of the dismissals. Following the
6 hearing and board review, the action to approve any such
7 reduction shall require a majority vote of the board members.

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

1 teacher's performance evaluation, and that information may be
2 disclosed to the exclusive bargaining representative as part of
3 a sequence of honorable dismissal list, notwithstanding any
4 laws prohibiting disclosure of such information. A performance
5 evaluation rating may be used to determine the sequence of
6 dismissal, notwithstanding the pendency of any grievance
7 resolution or arbitration procedures relating to the
8 performance evaluation. If a teacher has received at least one
9 performance evaluation rating conducted by the school district
10 or joint agreement determining the sequence of dismissal and a
11 subsequent performance evaluation is not conducted in any
12 school year in which such evaluation is required to be
13 conducted under Section 24A-5 of this Code, the teacher's
14 performance evaluation rating for that school year for purposes
15 of determining the sequence of dismissal is deemed Proficient.
16 If a performance evaluation rating is nullified as the result
17 of an arbitration determination, then the school district or
18 joint agreement is deemed to have conducted a performance
19 evaluation for that school year, but the performance evaluation
20 rating may not be used in determining the sequence of
21 dismissal.

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

1 Any provisions regarding the sequence of honorable
2 dismissals and recall of honorably dismissed teachers in a
3 collective bargaining agreement entered into on or before
4 January 1, 2011 and in effect on the effective date of this
5 amendatory Act of the 97th General Assembly that may conflict
6 with this amendatory Act of the 97th General Assembly shall
7 remain in effect through the expiration of such agreement or
8 June 30, 2013, whichever is earlier.

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

16 (1) The joint committee must consider and may agree to
17 criteria for excluding from grouping 2 and placing into
18 grouping 3 a teacher whose last 2 performance evaluations
19 include a Needs Improvement and either a Proficient or
20 Excellent.

21 (2) The joint committee must consider and may agree to
22 an alternative definition for grouping 4, which definition
23 must take into account prior performance evaluation
24 ratings and may take into account other factors that relate
25 to the school district's or program's educational
26 objectives. An alternative definition for grouping 4 may

1 not permit the inclusion of a teacher in the grouping with
2 a Needs Improvement or Unsatisfactory performance
3 evaluation rating on either of the teacher's last 2
4 performance evaluation ratings.

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

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

19 (5) Upon request by a joint committee member submitted
20 to the employing board by no later than 10 days after the
21 distribution of the sequence of honorable dismissal list, a
22 representative of the employing board shall, within 5 days
23 after the request, provide to members of the joint
24 committee a list showing the most recent and prior
25 performance evaluation ratings of each teacher identified
26 only by length of continuing service in the district or

1 joint agreement and not by name. If, after review of this
2 list, a member of the joint committee has a good faith
3 belief that a disproportionate number of teachers with
4 greater length of continuing service with the district or
5 joint agreement have received a recent performance
6 evaluation rating lower than the prior rating, the member
7 may request that the joint committee review the list to
8 assess whether such a trend may exist. Following the joint
9 committee's review, but by no later than the end of the
10 applicable school term, the joint committee or any member
11 or members of the joint committee may submit a report of
12 the review to the employing board and exclusive bargaining
13 representative, if any. Nothing in this paragraph (5) shall
14 impact the order of honorable dismissal or a school
15 district's or joint agreement's authority to carry out a
16 dismissal in accordance with subsection (b) of this
17 Section.

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

1 the joint committee must occur on or before December 1, 2011 or
2 30 days after the effective date of this amendatory act of the
3 97th General Assembly, whichever is later.

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

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

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

1 ~~served upon the teacher~~ within 5 days of the adoption of
2 the motion. Any written notice sent on or after July 1,
3 2012 shall inform the teacher of the right to request a
4 hearing before a mutually-selected hearing officer, with
5 the cost of the hearing officer split equally between the
6 teacher and the board, or a hearing before a board-selected
7 hearing officer, with the cost of the hearing officer paid
8 by the board. Such notice shall contain a bill of
9 particulars.

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

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

23 (2) No hearing upon the charges is required unless the
24 teacher within 17 ~~10~~ days after receiving notice requests
25 in writing of the board that a hearing be scheduled before
26 a mutually-selected hearing officer or a hearing officer

1 selected by the board ~~, in which case the board shall~~
2 ~~schedule a hearing on those charges before a disinterested~~
3 ~~hearing officer on a date no less than 15 nor more than 30~~
4 ~~days after the enactment of the motion.~~ The secretary of
5 the school board shall forward a copy of the notice to the
6 State Board of Education.

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

26 If notice to the teacher was sent before July 1, 2012

1 or, if the notice was sent on or after July 1, 2012, the
2 teacher has requested a hearing before a mutually-selected
3 hearing officer, the board . ~~No one on the list may be a~~
4 ~~resident of the school district. The Board~~ and the teacher
5 or their legal representatives within 3 business days shall
6 alternately strike one name from the list provided by the
7 State Board of Education until only one name remains.
8 Unless waived by the teacher, the teacher shall have the
9 right to proceed first with the striking. Within 3 business
10 days of receipt of the ~~first~~ list provided by the State
11 Board of Education, the board and the teacher or their
12 legal representatives shall each have the right to reject
13 all prospective hearing officers named on the ~~first~~ list
14 and notify the State Board of Education of such rejection
15 ~~to require the State Board of Education to provide a second~~
16 ~~list of 5 prospective, impartial hearing officers, none of~~
17 ~~whom were named on the first list.~~ Within 3 business 5 days
18 after receiving this notification ~~request for a second~~
19 ~~list,~~ the State Board of Education shall appoint a
20 qualified person from the master list who did not appear on
21 the list sent to the parties to serve as the hearing
22 officer, unless the parties notify it that they have chosen
23 to alternatively select a hearing officer under paragraph
24 (4) of this subsection (d) provide the second list of 5
25 ~~prospective, impartial hearing officers. The procedure for~~
26 ~~selecting a hearing officer from the second list shall be~~

1 ~~the same as the procedure for the first list.~~

2 If the teacher has requested a hearing before a hearing
3 officer selected by the board, the board shall select one
4 name from the master list of qualified impartial hearing
5 officers maintained by the State Board of Education within
6 3 business days after receipt and shall notify the State
7 Board of Education of its selection.

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

19 (4) In the alternative to selecting a hearing officer
20 from the ~~first or second~~ list received from the State Board
21 of Education accepting the appointment of a hearing officer
22 by the State Board of Education or if the State Board of
23 Education cannot provide a list or appoint a hearing
24 officer that meets the foregoing requirements, the board
25 and the teacher or their legal representatives may mutually
26 agree to select an impartial hearing officer who is not on

1 ~~the master a list received from the State Board of~~
2 ~~Education~~ either by direct appointment by the parties or by
3 using procedures for the appointment of an arbitrator
4 established by the Federal Mediation and Conciliation
5 Service or the American Arbitration Association. The
6 parties shall notify the State Board of Education of their
7 intent to select a hearing officer using an alternative
8 procedure within 3 business days of receipt of a list of
9 prospective hearing officers provided by the State Board of
10 Education, notice of appointment of a hearing officer by
11 the State Board of Education, or receipt of notice from the
12 State Board of Education that it cannot provide a list that
13 meets the foregoing requirements, whichever is later.

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

1 hearing officer's published professional fees. If the
2 hearing officer is mutually selected by the parties, then
3 the board and the teacher or their legal representatives
4 shall each pay 50% of the fees and costs and any
5 supplemental allowance to which they agree. If the hearing
6 officer is selected by the board, then the board shall pay
7 100% of the hearing officer's fees and costs. The fees and
8 costs must be paid to the hearing officer within 14 days
9 after the board and the teacher or their legal
10 representatives receive the hearing officer's decision set
11 forth in paragraph (7) of this subsection (d).

12 (6) The teacher is required to answer the bill of
13 particulars and aver affirmative matters in his or her
14 defense, and the time for initially doing so and the time
15 for updating such answer and defenses after pre-hearing
16 discovery must be set by the hearing officer. ~~Any person~~
17 ~~selected by the parties under this alternative procedure~~
18 ~~for the selection of a hearing officer shall not be a~~
19 ~~resident of the school district and shall have the same~~
20 ~~qualifications and authority as a hearing officer selected~~
21 ~~from a list provided by the State Board of Education. The~~
22 State Board of Education shall promulgate ~~uniform~~
23 ~~standards and rules~~ so that each party has a fair
24 opportunity to present its case and to ensure that the
25 dismissal process proceeds in a fair and expeditious manner
26 of procedure for such hearings. These rules shall address,

1 without limitation, discovery and hearing scheduling
2 conferences; the teacher's initial answer and affirmative
3 defenses to the bill of particulars and the updating of
4 that information after pre-hearing discovery; provision
5 for written interrogatories and requests for production of
6 documents; the requirement that each party initially
7 disclose to the other party and then update the disclosure
8 no later than 10 calendar days prior to the commencement of
9 the hearing, the ~~As to prehearing discovery, such rules and~~
10 ~~regulations shall, at a minimum, allow for: (1) discovery~~
11 ~~of names and addresses of persons who may be called as~~
12 ~~expert witnesses at the hearing, a summary of the facts or~~
13 ~~opinions each witness will testify to, and all other the~~
14 ~~omission of any such name to result in a preclusion of the~~
15 ~~testimony of such witness in the absence of a showing of~~
16 ~~good cause and the express permission of the hearing~~
17 ~~officer; (2) bills of particulars; (3) written~~
18 ~~interrogatories; and (4) production of relevant documents~~
19 and materials, including information maintained
20 electronically, relevant to its own as well as the other
21 party's case (the hearing officer may exclude witnesses and
22 exhibits not identified and shared, except those offered in
23 rebuttal for which the party could not reasonably have
24 anticipated prior to the hearing); pre-hearing discovery
25 and preparation, including provision for written
26 interrogatories and requests for production of documents,

1 provided that discovery depositions are prohibited; the
2 conduct of the hearing; the right of each party to be
3 represented by counsel, the offer of evidence and witnesses
4 and the cross-examination of witnesses; the authority of
5 the hearing officer to issue subpoenas and subpoenas duces
6 tecum, provided that the hearing officer may limit the
7 number of witnesses to be subpoenaed on behalf of each
8 party to no more than 7; the length of post-hearing briefs;
9 and the form, length, and content of hearing officers'
10 decisions. ~~The per diem allowance for the hearing officer~~
11 ~~shall be determined and paid by the State Board of~~
12 ~~Education.~~ The hearing officer shall hold a hearing and
13 render a final decision for dismissal pursuant to Article
14 24A of this Code or shall report to the school board
15 findings of fact and a recommendation as to whether or not
16 the teacher must be dismissed for conduct. The hearing
17 officer shall commence the hearing within 75 days and
18 conclude the hearing within 120 days after being selected
19 as the hearing officer, provided that the hearing officer
20 may modify these timelines upon the showing of good cause
21 or mutual agreement of the parties. Good cause for the
22 purpose of this subsection (d) shall mean the illness or
23 otherwise 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 pursuant to Article 24A of this Code, the hearing officer
2 shall consider and give weight to all of the teacher's
3 evaluations written pursuant to Article 24A that are
4 relevant to the issues in the hearing.

5 Each party shall have no more than 3 days to present
6 its case, unless extended by the hearing officer to enable
7 a party to present adequate evidence and testimony,
8 including due to the other party's cross-examination of the
9 party's witnesses, for good cause or by mutual agreement of
10 the parties. The State Board of Education shall define in
11 rules the meaning of "day" for such purposes. ~~The teacher~~
12 ~~has the privilege of being present at the hearing with~~
13 ~~counsel and of cross-examining witnesses and may offer~~
14 ~~evidence and witnesses and present defenses to the charges.~~
15 ~~The hearing officer may issue subpoenas and subpoenas duces~~
16 ~~tecum requiring the attendance of witnesses and, at the~~
17 ~~request of the teacher against whom a charge is made or the~~
18 ~~board, shall issue such subpoenas, but the hearing officer~~
19 ~~may limit the number of witnesses to be subpoenaed in~~
20 ~~behalf of the teacher or the board to not more than 10.~~ 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 responsible for paying
2 the fees and costs of the hearing officer State Board of
3 ~~Education~~. Either party desiring a transcript of the
4 hearing shall pay for the cost thereof. Any post-hearing
5 briefs must be submitted by the parties by no later than 21
6 days after a party's receipt of the transcript of the
7 hearing, unless extended by the hearing officer for good
8 cause or by mutual agreement of the parties.

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

13 ~~Before setting a hearing on charges stemming from~~
14 ~~causes that are considered remediable, a board must give~~
15 ~~the teacher reasonable warning in writing, stating~~
16 ~~specifically the causes which, if not removed, may result~~
17 ~~in charges; however, no such written warning shall be~~
18 ~~required if the causes have been the subject of a~~
19 ~~remediation plan pursuant to Article 24A. The hearing~~
20 ~~officer shall consider and give weight to all of the~~
21 ~~teacher's evaluations written pursuant to Article 24A. The~~
22 hearing officer shall, within 30 days from the conclusion
23 of the hearing or closure of the record, whichever is
24 later, make a decision as to whether or not the teacher
25 shall be dismissed pursuant to Article 24A of this Code or
26 report to the school board findings of fact and a

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

1 rehear the charges heard by the hearing officer who failed
2 to render a decision or findings of fact and recommendation
3 or to review the record and render a decision. If any the
4 hearing officer fails without good cause, specifically
5 provided in writing to both parties and the State Board of
6 Education, to render a decision or findings of fact and
7 recommendation within 30 days ~~3 months~~ after the hearing is
8 concluded or the record is closed, whichever is later, the
9 hearing officer shall be removed from the master list of
10 hearing officers maintained by the State Board of Education
11 for not more than 24 months. The parties and the State
12 Board of Education may also take such other actions as it
13 deems appropriate, including recovering, reducing, or
14 withholding any fees paid or to be paid to the hearing
15 officer. If any hearing officer repeats such failure, he or
16 she must be permanently removed from the master list
17 maintained by the State Board of Education and may not be
18 selected by parties through the alternative selection
19 process under this paragraph (7) or paragraph (4) of this
20 subsection (d). The board shall not lose jurisdiction to
21 discharge a teacher if the hearing officer fails to render
22 a decision or findings of fact and recommendation within
23 the time specified in this Section. If the decision of the
24 hearing officer for dismissal pursuant to Article 24A of
25 this Code or of the school board for dismissal for cause is
26 in favor of the teacher, then the hearing officer or school

1 board shall order reinstatement to the same or
2 substantially equivalent position and shall determine the
3 amount for which the school board is liable, including, but
4 not limited to, loss of income and benefits.

5 (8) The school board, within 45 days after receipt of
6 the hearing officer's findings of fact and recommendation
7 as to whether (i) the conduct at issue occurred, (ii) the
8 conduct that did occur was remediable, and (iii) the
9 proposed dismissal should be sustained, shall issue a
10 written order as to whether the teacher must be retained or
11 dismissed for cause from its employ. The school board's
12 written order shall incorporate the hearing officer's
13 findings of fact, except that the school board may modify
14 or supplement the findings of fact if, in its opinion, the
15 findings of fact are against the manifest weight of the
16 evidence.

17 If the school board dismisses the teacher
18 notwithstanding the hearing officer's findings of fact and
19 recommendation, the school board shall make a conclusion in
20 its written order, giving its reasons therefor, and such
21 conclusion and reasons must be included in its written
22 order. The failure of the school board to strictly adhere
23 to the timelines contained in this Section shall not render
24 it without jurisdiction to dismiss the teacher. The school
25 board shall not lose jurisdiction to discharge the teacher
26 for cause if the hearing officer fails to render a

1 recommendation within the time specified in this Section.
2 The decision of the school board is final, unless reviewed
3 as provided in paragraph (9) of this subsection (d).

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

17 (9) The decision of the hearing officer pursuant to
18 Article 24A of this Code or of the school board's decision
19 to dismiss for cause is final unless reviewed as provided
20 in Section 24-16 of this Act. If the school board's
21 decision to dismiss for cause is contrary to the hearing
22 officer's recommendation, the court on review shall give
23 consideration to the school board's decision and its
24 supplemental findings of fact, if applicable, and the
25 hearing officer's findings of fact and recommendation in
26 making its decision. In the event such review is

1 instituted, the school board shall be responsible for any
2 ~~costs of~~ preparing and filing the record of proceedings,
3 and such costs associated therewith must be divided equally
4 between the parties shall be paid by the board.

5 (10) If a decision of the hearing officer for dismissal
6 pursuant to Article 24A of this Code or of the school board
7 for dismissal for cause is adjudicated upon review or
8 appeal in favor of the teacher, then the trial court shall
9 order reinstatement and shall remand the matter to
10 ~~determine the amount for which~~ the school board with
11 direction for entry of an order setting the amount of back
12 pay, lost benefits, and costs, less mitigation. The teacher
13 may challenge the school board's order setting the amount
14 of back pay, lost benefits, and costs, less mitigation,
15 through an expedited arbitration procedure, with the costs
16 of the arbitrator borne by the school board is liable
17 ~~including but not limited to loss of income and costs~~
18 ~~incurred therein.~~

19 Any teacher who is reinstated by any hearing or
20 adjudication brought under this Section shall be assigned
21 by the board to a position substantially similar to the one
22 which that teacher held prior to that teacher's suspension
23 or dismissal.

24 (11) The changes made by this amendatory Act of the
25 97th General Assembly shall apply to dismissals instituted
26 on or after September 1, 2011 or the effective date of this

1 amendatory Act of the 97th General Assembly, whichever is
2 later. Any dismissal instituted prior to the effective date
3 of these changes must be carried out in accordance with the
4 requirements of this Section prior to amendment by this
5 amendatory Act of 97th General Assembly.

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

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

18 (105 ILCS 5/24-16) (from Ch. 122, par. 24-16)

19 Sec. 24-16. Judicial review of administrative decision.
20 The provisions of the Administrative Review Law, and all
21 amendments and modifications thereof and the rules adopted
22 pursuant thereto, shall apply to and govern all proceedings
23 instituted for the judicial review of final administrative
24 decisions of the a hearing officer for dismissals pursuant to
25 Article 24A of this Code or of a school board for dismissal for

1 cause under Section 24-12 of this Article. The term
2 "administrative decision" is defined as in Section 3-101 of the
3 Code of Civil Procedure.

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

5 (105 ILCS 5/24-16.5 new)

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

8 (a) As used in this Section:

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

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

22 "Evaluator" means an evaluator, as defined in Section
23 24A-2.5 of this Code, who has successfully completed the
24 pre-qualification program described in subsection (b) of
25 Section 24A-3 of this Code.

1 "Hearing procedures" means, for a school district having
2 500,000 inhabitants or more, those procedures and requirements
3 relating to a teacher's request for a hearing, selection of a
4 hearing officer, pre-hearing and hearing procedures, and
5 post-hearing briefs set forth in paragraphs (1) through (5) of
6 subsection (a) of Section 34-85 of this Code.

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

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

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

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

23 "Second evaluator" means an evaluator who either conducts
24 the mid-point and final remediation evaluation or conducts an
25 independent assessment of whether the teacher completed the
26 remediation plan with a rating equal to or better than a

1 "Proficient" rating, all in accordance with subdivision (c) of
2 this Section.

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

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

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

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

25 A board may dismiss a teacher who has entered upon
26 contractual continued service under this Section if the

1 following are met:

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

5 (2) the "Unsatisfactory" performance evaluation rating
6 that preceded remediation resulted from a PERA evaluation;
7 and

8 (3) the school district has complied with subsection
9 (c) of this Section.

10 A school district may not, through agreement with a teacher
11 or its teacher representatives, waive its right to dismiss a
12 teacher under this Section.

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

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

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

21 (2) Before a school district's first remediation
22 relating to a dismissal under this Section, the school
23 district shall, in good faith cooperation with its teacher
24 representatives, establish a process for the selection of a
25 second evaluator from the list created pursuant to
26 paragraph (1) of this subsection (c). Such process may be

1 amended at any time in good faith cooperation with the
2 teacher representatives. If the teacher representatives
3 are given an opportunity to cooperate with the school
4 district and elect not to do so, the school district may,
5 at its discretion, establish or amend the process for
6 selection. Before the hearing officer and as part of any
7 judicial review of a dismissal under this Section, a
8 teacher may not challenge a remediation or dismissal on the
9 grounds that the process used by the school district to
10 select a second evaluator was not established in good faith
11 cooperation with its teacher representatives.

12 (3) For each remediation preceding a dismissal under
13 this Section, the school district shall select a second
14 evaluator from the list of second evaluators created
15 pursuant to paragraph (1) of this subsection (c), using the
16 selection process established pursuant to paragraph (2) of
17 this subsection (c). The selected second evaluator may not
18 be the same individual who determined the teacher's
19 "Unsatisfactory" performance evaluation rating preceding
20 remediation, and, if the second evaluator is an
21 administrator, may not be a direct report to the individual
22 who determined the teacher's "Unsatisfactory" performance
23 evaluation rating preceding remediation. The school
24 district's authority to select a second evaluator from the
25 list of second evaluators must not be delegated or limited
26 through any agreement with the teacher representatives,

1 provided that nothing shall prohibit a school district and
2 its teacher representatives from agreeing to a formal peer
3 evaluation process as permitted under Article 24A of this
4 Code that could be used to meet the requirements for the
5 selection of second evaluators under this subsection (c).

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

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

1 The applicable hearing requirements shall apply to the
2 teacher's request for a hearing, the selection and
3 qualifications of the hearing officer, and pre-hearing and
4 hearing procedures, except that all of the following must be
5 met:

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

13 (2) The scope of the hearing must be limited as
14 follows:

15 (A) The school district must demonstrate the
16 following:

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

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

26 (iii) that the teacher failed to complete the

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

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

17 (B) The teacher may only challenge the substantive
18 and procedural aspects of (i) the "Unsatisfactory"
19 performance evaluation rating that led to the
20 remediation, (ii) the remediation plan, and (iii) the
21 final remediation evaluation. To the extent the
22 teacher challenges procedural aspects, including any
23 in applicable collective bargaining agreement
24 provisions, of a relevant performance evaluation
25 rating or the remediation plan, the teacher must
26 demonstrate how an alleged procedural defect

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

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

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

20 (e) The provisions of Sections 24-12 and 34-85 pertaining
21 to the decision or recommendation of the hearing officer do not
22 apply to dismissal proceedings under this Section. For any
23 dismissal proceedings under this Section, the hearing officer
24 shall not issue a decision, and shall issue only findings of
25 fact and a recommendation, including the reasons therefor, to
26 the board to either retain or dismiss the teacher and shall

1 give a copy of the report to both the teacher and the
2 superintendent of the school district. The hearing officer's
3 findings of fact and recommendation must be issued within 30
4 days from the close of the record of the hearing.

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

1 permanently removed from the master list of hearing officers
2 maintained by the State Board of Education.

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

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

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

24 (g) A teacher dismissed under this Section may apply for
25 and obtain judicial review of a decision of the board in
26 accordance with the provisions of the Administrative Review

1 Law, except as follows:

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

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

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

23 In the event judicial review is instituted by a teacher,
24 any costs of preparing and filing the record of proceedings
25 must be paid by the teacher. If a decision of the board is
26 adjudicated upon judicial review in favor of the teacher, then

1 the court shall remand the matter to the board with direction
2 for entry of an order setting the amount of back pay, lost
3 benefits, and costs, less mitigation. The teacher may challenge
4 the board's order setting the amount of back pay, lost
5 benefits, and costs, less mitigation, through an expedited
6 arbitration procedure with the costs of the arbitrator borne by
7 the board.

8 (105 ILCS 5/24A-2.5)

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

10 "Evaluator" means:

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

12 (2) other individuals qualified under Section 24A-3,
13 provided that, if such other individuals are in the
14 bargaining unit of a district's teachers, the district and
15 the exclusive bargaining representative of that unit must
16 agree to those individuals evaluating other bargaining
17 unit members.

18 Notwithstanding anything to the contrary in item (2) of
19 this definition, a school district operating under Article 34
20 of this Code may require department chairs qualified under
21 Section 24A-3 to evaluate teachers in their department or
22 departments, provided that the school district shall bargain
23 with the bargaining representative of its teachers over the
24 impact and effects on department chairs of such a requirement.

25 "Implementation date" means, unless otherwise specified

1 and provided that the requirements set forth in subsection (d)
2 of Section 24A-20 have been met:

3 (1) For school districts having 500,000 or more
4 inhabitants, in at least 300 schools by September 1, 2012
5 and in the remaining schools by September 1, 2013.

6 (2) For school districts having less than 500,000
7 inhabitants and receiving a Race to the Top Grant or School
8 Improvement Grant after the effective date of this
9 amendatory Act of the 96th General Assembly, the date
10 specified in those grants for implementing an evaluation
11 system for teachers and principals incorporating student
12 growth as a significant factor.

13 (3) For the lowest performing 20% percent of remaining
14 school districts having less than 500,000 inhabitants
15 (with the measure of and school year or years used for
16 school district performance to be determined by the State
17 Superintendent of Education at a time determined by the
18 State Superintendent), September 1, 2015.

19 (4) For all other school districts having less than
20 500,000 inhabitants, September 1, 2016.

21 Notwithstanding items (3) and (4) of this definition, a
22 school district and the exclusive bargaining representative of
23 its teachers may jointly agree in writing to an earlier
24 implementation date, provided that such date must not be
25 earlier than September 1, 2013. The written agreement of the
26 district and the exclusive bargaining representative must be

1 transmitted to the State Board of Education.

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

6 "School Improvement Grant" means a grant made by the
7 Secretary of the U.S. Department of Education pursuant to
8 Section 1003(g) of the Elementary and Secondary Education Act.
9 (Source: P.A. 96-861, eff. 1-15-10.)

10 (105 ILCS 5/24A-5) (from Ch. 122, par. 24A-5)

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

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

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

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

25 (2) each teacher in contractual continued service is

1 evaluated at least once in the course of every 2 school
2 years. However, any teacher in contractual continued
3 service whose performance is rated as either "needs
4 improvement" or "unsatisfactory" must be evaluated at
5 least once in the school year following the receipt of such
6 rating.

7 Notwithstanding anything to the contrary in this Section or
8 any other Section of the School Code, a principal shall not be
9 prohibited from evaluating any teachers within a school during
10 his or her first year as principal of such school.

11 The evaluation plan shall comply with the requirements of
12 this Section and of any rules adopted by the State Board of
13 Education pursuant to this Section.

14 The plan shall include a description of each teacher's
15 duties and responsibilities and of the standards to which that
16 teacher is expected to conform, and shall include at least the
17 following components:

18 (a) personal observation of the teacher in the
19 classroom by the evaluator, unless the teacher has no
20 classroom duties.

21 (b) consideration of the teacher's attendance,
22 planning, instructional methods, classroom management,
23 where relevant, and competency in the subject matter
24 taught.

25 (c) by no later than the applicable implementation
26 date, consideration of student growth as a significant

1 factor in the rating of the teacher's performance.

2 (d) prior to September 1, 2012, rating of the
3 performance of teachers in contractual continued service
4 as either:

5 (i) "excellent", "satisfactory" or
6 "unsatisfactory"; or

7 (ii) "excellent", "proficient", "needs
8 improvement" or "unsatisfactory".

9 (e) on and after September 1, 2012, rating of the
10 performance of all teachers ~~in contractual continued~~
11 ~~service~~ as "excellent", "proficient", "needs improvement"
12 or "unsatisfactory".

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

15 (g) inclusion of a copy of the evaluation in the
16 teacher's personnel file and provision of a copy to the
17 teacher.

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

1 as needing improvement.

2 (i) within 30 school days after completion of an
3 evaluation rating a teacher in contractual continued
4 service as "unsatisfactory", development and commencement
5 by the district of a remediation plan designed to correct
6 deficiencies cited, provided the deficiencies are deemed
7 remediable. In all school districts the remediation plan
8 for unsatisfactory, tenured teachers shall provide for 90
9 school days of remediation within the classroom, unless an
10 applicable collective bargaining agreement provides for a
11 shorter duration. In all school districts evaluations
12 issued pursuant to this Section shall be issued within 10
13 days after the conclusion of the respective remediation
14 plan. However, the school board or other governing
15 authority of the district shall not lose jurisdiction to
16 discharge a teacher in the event the evaluation is not
17 issued within 10 days after the conclusion of the
18 respective remediation plan.

19 (j) participation in the remediation plan by the
20 teacher in contractual continued service rated
21 "unsatisfactory", an evaluator and a consulting teacher
22 selected by the evaluator of the teacher who was rated
23 "unsatisfactory", which consulting teacher is an
24 educational employee as defined in the Educational Labor
25 Relations Act, has at least 5 years' teaching experience,
26 and a reasonable familiarity with the assignment of the

1 teacher being evaluated, and who received an "excellent"
2 rating on his or her most recent evaluation. Where no
3 teachers who meet these criteria are available within the
4 district, the district shall request and the applicable
5 regional office of education shall supply, to participate
6 in the remediation process, an individual who meets these
7 criteria.

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

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

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

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

1 "unsatisfactory".

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

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

25 Nothing in this Section or Section 24A-4 shall be construed
26 as preventing immediate dismissal of a teacher for deficiencies

1 which are deemed irremediable or for actions which are
2 injurious to or endanger the health or person of students in
3 the classroom or school, or preventing the dismissal or
4 non-renewal of teachers not in contractual continued service
5 for any reason not prohibited by applicable employment, labor,
6 and civil rights laws. Failure to strictly comply with the time
7 requirements contained in Section 24A-5 shall not invalidate
8 the results of the remediation plan.

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

11 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

12 Sec. 34-84. Appointments and promotions of teachers.
13 Appointments and promotions of teachers shall be made for merit
14 only, and after satisfactory service for a probationary period
15 of 3 years with respect to probationary employees employed as
16 full-time teachers in the public school system of the district
17 before January 1, 1998 and 4 years with respect to probationary
18 employees who are first employed as full-time teachers in the
19 public school system of the district on or after January 1,
20 1998, ~~during which period the board may dismiss or discharge~~
21 any such probationary employee upon the recommendation,
22 accompanied by the written reasons therefor, of the general
23 superintendent of schools and after which period appointments
24 of teachers shall become permanent, subject to removal for
25 cause in the manner provided by Section 34-85.

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

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

1 least "proficient" in the last school term and a rating of at
2 least "proficient" in either the second or third school term.

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

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

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

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

1 (105 ILCS 5/34-85) (from Ch. 122, par. 34-85)

2 Sec. 34-85. Removal for cause; Notice and hearing;
3 Suspension.

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

24 Before service of notice of charges on account of causes
25 that may be deemed to be remediable, the teacher or principal
26 must be given reasonable warning in writing, stating

1 specifically the causes that, if not removed, may result in
2 charges; however, no such written warning is required if the
3 causes have been the subject of a remediation plan pursuant to
4 Article 24A of this Code or if the board and the exclusive
5 representative of the district's teachers have entered into an
6 agreement pursuant to Section 34-85c of this Code, pursuant to
7 an alternative system of remediation. No written warning shall
8 be required for conduct on the part of a teacher or principal
9 that is cruel, immoral, negligent, or criminal or that in any
10 way causes psychological or physical harm or injury to a
11 student, as that conduct is deemed to be irremediable. No
12 written warning shall be required for a material breach of the
13 uniform principal performance contract, as that conduct is
14 deemed to be irremediable; provided that not less than 30 days
15 before the vote of the local school council to seek the
16 dismissal of a principal for a material breach of a uniform
17 principal performance contract, the local school council shall
18 specify the nature of the alleged breach in writing and provide
19 a copy of it to the principal.

20 (1) To initiate dismissal proceedings against a
21 teacher or principal, the ~~The~~ general superintendent must
22 first approve written charges and specifications against
23 the teacher or principal. A local school council may direct
24 the general superintendent to approve written charges
25 against its principal on behalf of the Council upon the
26 vote of 7 members of the Council. The general

1 superintendent must approve those charges within 45
2 calendar days or provide a written reason for not approving
3 those charges. A written notice of those charges, including
4 specifications, shall be served upon the teacher or
5 principal within 10 business days of the approval of the
6 charges. Any written notice sent on or after July 1, 2012
7 shall also inform the teacher or principal of the right to
8 request a hearing before a mutually selected hearing
9 officer, with the cost of the hearing officer split equally
10 between the teacher or principal and the board, or a
11 hearing before a qualified hearing officer chosen by the
12 general superintendent, with the cost of the hearing
13 officer paid by the board. If the teacher or principal
14 cannot be found upon diligent inquiry, such charges may be
15 served upon him by mailing a copy thereof in a sealed
16 envelope by prepaid certified mail, return receipt
17 requested, to the teacher's or principal's last known
18 address. A return receipt showing delivery to such address
19 within 20 calendar days after the date of the approval of
20 the charges shall constitute proof of service.

21 (2) No hearing upon the charges is required unless the
22 teacher or principal within 17 calendar ~~10~~ days after
23 receiving notice requests in writing of the general
24 superintendent that a hearing be scheduled, ~~in which case~~
25 ~~the general superintendent shall schedule a hearing on~~
26 ~~those charges before a disinterested hearing officer on a~~

1 ~~date no less than 15 nor more than 30 days after the~~
2 ~~approval of the charges. Pending the hearing of the~~
3 ~~charges, the general superintendent or his or her designee~~
4 ~~may suspend the teacher or principal charged without pay in~~
5 ~~accordance with rules prescribed by the board, provided~~
6 ~~that if the teacher or principal charged is not dismissed~~
7 ~~based on the charges, he or must be made whole for lost~~
8 ~~earnings, less setoffs for mitigation.~~

9 (3) The board shall maintain a list of at least 9
10 qualified hearing officers who will conduct hearings on
11 charges and specifications. The list must be developed in
12 good faith consultation with the exclusive representative
13 of the board's teachers and professional associations that
14 represent the board's principals. The list may be revised
15 on July 1st of each year or earlier as needed. To be a
16 qualified hearing officer, the person must (i) ~~The general~~
17 ~~superintendent shall forward a copy of the notice to the~~
18 ~~State Board of Education within 5 days from the date of the~~
19 ~~approval of the charges. Within 10 days after receiving the~~
20 ~~notice of hearing, the State Board of Education shall~~
21 ~~provide the teacher or principal and the general~~
22 ~~superintendent with a list of 5 prospective, impartial~~
23 ~~hearing officers. Each person on the list must be~~
24 ~~accredited by a national arbitration organization and have~~
25 ~~had a minimum of 5 years of experience as an arbitrator in~~
26 ~~cases involving labor and employment relations matters~~

1 between ~~educational~~ employers and ~~educational~~ employees or
2 their exclusive bargaining representatives and (ii)
3 beginning September 1, 2012, have participated in training
4 provided or approved by the State Board of Education for
5 teacher dismissal hearing officers so that he or she is
6 familiar with issues generally involved in evaluative and
7 non-evaluative dismissals.

8 (3) Within 5 business days after receiving the notice
9 of request for a hearing, the ~~The~~ general superintendent
10 and the teacher or principal or their legal representatives
11 ~~within 3 days from receipt of the list~~ shall alternately
12 strike one name from the list until only one name remains.
13 Unless waived by the teacher, the teacher or principal
14 shall have the right to proceed first with the striking. If
15 the teacher or principal fails to participate in the
16 striking process, the general superintendent shall either
17 select the hearing officer from the list developed pursuant
18 to this paragraph (3) or select another qualified hearing
19 officer from the master list maintained by the State Board
20 of Education pursuant to subsection (c) of Section 24-12 of
21 this Code. ~~Within 3 days of receipt of the first list~~
22 ~~provided by the State Board of Education, the general~~
23 ~~superintendent and the teacher or principal or their legal~~
24 ~~representatives shall each have the right to reject all~~
25 ~~prospective hearing officers named on the first list and to~~
26 ~~require the State Board of Education to provide a second~~

1 ~~list of 5 prospective, impartial hearing officers, none of~~
2 ~~whom were named on the first list. Within 5 days after~~
3 ~~receiving this request for a second list, the State Board~~
4 ~~of Education shall provide the second list of 5~~
5 ~~prospective, impartial hearing officers. The procedure for~~
6 ~~selecting a hearing officer from the second list shall be~~
7 ~~the same as the procedure for the first list. Each party~~
8 ~~shall promptly serve written notice on the other of any~~
9 ~~name stricken from the list. If the teacher or principal~~
10 ~~fails to do so, the general superintendent may select the~~
11 ~~hearing officer from any name remaining on the list. The~~
12 ~~teacher or principal may waive the hearing at any time~~
13 ~~prior to the appointment of the hearing officer. Notice of~~
14 ~~the selection of the hearing officer shall be given to the~~
15 ~~State Board of Education. The hearing officer shall be~~
16 ~~notified of his selection by the State Board of Education.~~
17 ~~A signed acceptance shall be filed with the State Board of~~
18 ~~Education within 5 days of receipt of notice of the~~
19 ~~selection. The State Board of Education shall notify the~~
20 ~~teacher or principal and the board of its appointment of~~
21 ~~the hearing officer. In the alternative to selecting a~~
22 ~~hearing officer from the first or second list received from~~
23 ~~the State Board of Education, the general superintendent~~
24 ~~and the teacher or principal or their legal representatives~~
25 ~~may mutually agree to select an impartial hearing officer~~
26 ~~who is not on a list received from the State Board of~~

1 ~~Education, either by direct appointment by the parties or~~
2 ~~by using procedures for the appointment of an arbitrator~~
3 ~~established by the Federal Mediation and Conciliation~~
4 ~~Service or the American Arbitration Association. The~~
5 ~~parties shall notify the State Board of Education of their~~
6 ~~intent to select a hearing officer using an alternative~~
7 ~~procedure within 3 days of receipt of a list of prospective~~
8 ~~hearing officers provided by the State Board of Education.~~
9 ~~Any person selected by the parties under this alternative~~
10 ~~procedure for the selection of a hearing officer shall have~~
11 ~~the same qualifications and authority as a hearing officer~~
12 ~~selected from a list provided by the State Board of~~
13 ~~Education. The teacher or principal may waive the hearing~~
14 ~~at any time prior to the appointment of the hearing~~
15 ~~officer. The State Board of Education shall promulgate~~
16 ~~uniform standards and rules of procedure for such hearings,~~
17 ~~including reasonable rules of discovery.~~

18 (4) If the notice of dismissal was sent to the teacher
19 or principal before July 1, 2012, the fees and costs ~~The~~
20 ~~per diem allowance~~ for the hearing officer shall be paid by
21 the State Board of Education. If the notice of dismissal
22 was sent to the teacher or principal on or after July 1,
23 2012, the hearing officer's fees and costs must be paid as
24 follows in this paragraph (4). The fees and permissible
25 costs for the hearing officer shall be determined by the
26 State Board of Education. If the hearing officer is

1 mutually selected by the parties through alternate
2 striking in accordance with paragraph (3) of this
3 subsection (a), then the board and the teacher or their
4 legal representative shall each pay 50% of the fees and
5 costs and any supplemental allowance to which they agree.
6 If the hearing officer is selected by ~~The hearing officer~~
7 ~~shall hold a hearing and render findings of fact and a~~
8 ~~recommendation to~~ the general superintendent without the
9 participation of the teacher or principal, then the board
10 shall pay 100% of the hearing officer fees and costs. The
11 hearing officer shall submit for payment a billing
12 statement to the parties that itemizes the charges and
13 expenses and divides them in accordance with this Section.

14 (5) The teacher or the principal charged is required to
15 answer the charges and specifications and aver affirmative
16 matters in his or her defense, and the time for doing so
17 must be set by the hearing officer. The State Board of
18 Education shall adopt rules so that each party has a fair
19 opportunity to present its case and to ensure that the
20 dismissal proceeding is concluded in an expeditious
21 manner. The rules shall address, without limitation, the
22 teacher or principal's answer and affirmative defenses to
23 the charges and specifications; a requirement that each
24 party make mandatory disclosures without request to the
25 other party and then update the disclosure no later than 10
26 calendar days prior to the commencement of the hearing,

1 including a list of the names and addresses of persons who
2 may be called as witnesses at the hearing, a summary of the
3 facts or opinions each witness will testify to, and all
4 other documents and materials, including information
5 maintained electronically, relevant to its own as well as
6 the other party's case (the hearing officer may exclude
7 witnesses and exhibits not identified and shared, except
8 those offered in rebuttal for which the party could not
9 reasonably have anticipated prior to the hearing);
10 pre-hearing discovery and preparation, including provision
11 for written interrogatories and requests for production of
12 documents, provided that discovery depositions are
13 prohibited; the conduct of the hearing; the right of each
14 party to be represented by counsel, the offer of evidence
15 and witnesses and the cross-examination of witnesses; the
16 authority of the hearing officer to issue subpoenas and
17 subpoenas duces tecum, provided that the hearing officer
18 may limit the number of witnesses to be subpoenaed in
19 behalf of each party to no more than 7; the length of
20 post-hearing briefs; and the form, length, and content of
21 hearing officers' reports and recommendations to the
22 general superintendent.

23 The hearing officer shall commence the hearing within
24 75 calendar days and conclude the hearing within 120
25 calendar days after being selected by the parties as the
26 hearing officer, provided that these timelines may be

1 modified upon the showing of good cause or mutual agreement
2 of the parties. Good cause for the purposes of this
3 paragraph (5) shall mean the illness or otherwise
4 unavoidable emergency of the teacher, district
5 representative, their legal representatives, the hearing
6 officer, or an essential witness as indicated in each
7 party's pre-hearing submission. In a dismissal hearing,
8 the hearing officer shall consider and give weight to all
9 of the teacher's evaluations written pursuant to Article
10 24A that are relevant to the issues in the hearing. The
11 teacher or principal has the privilege of being present at
12 the hearing with counsel and of cross-examining witnesses
13 and may offer evidence and witnesses and present defenses
14 to the charges. Each party shall have no more than 3 days
15 to present its case, unless extended by the hearing officer
16 to enable a party to present adequate evidence and
17 testimony, including due to the other party's
18 cross-examination of the party's witnesses, for good cause
19 or by mutual agreement of the parties. The State Board of
20 Education shall define in rules the meaning of "day" for
21 such purposes. ~~The hearing officer may issue subpoenas~~
22 ~~requiring the attendance of witnesses and, at the request~~
23 ~~of the teacher or principal against whom a charge is made~~
24 ~~or the general superintendent, shall issue such subpoenas,~~
25 ~~but the hearing officer may limit the number of witnesses~~
26 ~~to be subpoenaed in behalf of the teacher or principal or~~

1 ~~the general superintendent to not more than 10 each.~~ All
2 testimony at the hearing shall be taken under oath
3 administered by the hearing officer. The hearing officer
4 shall cause a record of the proceedings to be kept and
5 shall employ a competent reporter to take stenographic or
6 stenotype notes of all the testimony. The costs of the
7 reporter's attendance and services at the hearing shall be
8 paid by the party or parties who are paying the fees and
9 costs of the hearing officer ~~State Board of Education.~~
10 Either party desiring a transcript of the hearing shall pay
11 for the cost thereof. At the close of the hearing, the
12 hearing officer shall direct the parties to submit
13 post-hearing briefs no later than 21 calendar days after
14 receipt of the transcript. Either or both parties may waive
15 submission of briefs.

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

20 ~~Before service of notice of charges on account of~~
21 ~~causes that may be deemed to be remediable, the teacher or~~
22 ~~principal shall be given reasonable warning in writing,~~
23 ~~stating specifically the causes which, if not removed, may~~
24 ~~result in charges; however, no such written warning shall~~
25 ~~be required if the causes have been the subject of a~~
26 ~~remediation plan pursuant to Article 24A or where the board~~

1 ~~of education and the exclusive representative of the~~
2 ~~district's teachers have entered into an agreement~~
3 ~~pursuant to Section 34-85c of this Code, pursuant to an~~
4 ~~alternative system of remediation. No written warning~~
5 ~~shall be required for conduct on the part of a teacher or~~
6 ~~principal which is cruel, immoral, negligent, or criminal~~
7 ~~or which in any way causes psychological or physical harm~~
8 ~~or injury to a student as that conduct is deemed to be~~
9 ~~irremediable. No written warning shall be required for a~~
10 ~~material breach of the uniform principal performance~~
11 ~~contract as that conduct is deemed to be irremediable;~~
12 ~~provided however, that not less than 30 days before the~~
13 ~~vote of the local school council to seek the dismissal of a~~
14 ~~principal for a material breach of a uniform principal~~
15 ~~performance contract, the local school council shall~~
16 ~~specify the nature of the alleged breach in writing and~~
17 ~~provide a copy of it to the principal.~~

18 ~~The hearing officer shall consider and give weight to~~
19 ~~all of the teacher's evaluations written pursuant to~~
20 ~~Article 24A.~~

21 (6) The hearing officer shall within 30 calendar ~~45~~
22 days from the conclusion of the hearing report to the
23 general superintendent findings of fact and a
24 recommendation as to whether or not the teacher or
25 principal shall be dismissed and shall give a copy of the
26 report to both the teacher or principal and the general

1 superintendent. The State Board of Education shall provide
2 by rule the form of the hearing officer's report and
3 recommendation.

4 (7) The board, within 45 days of receipt of the hearing
5 officer's findings of fact and recommendation, shall make a
6 decision as to whether the teacher or principal shall be
7 dismissed from its employ. The failure of the board to
8 strictly adhere to the timeliness contained herein shall
9 not render it without jurisdiction to dismiss the teacher
10 or principal. In the event that the board declines to
11 dismiss the teacher or principal after review of a hearing
12 officer's recommendation, the board shall set the amount of
13 back pay and benefits to award the teacher or principal,
14 which shall include offsets for interim earnings and
15 failure to mitigate losses. The board shall establish
16 procedures for the teacher's or principal's submission of
17 evidence to it regarding lost earnings, lost benefits,
18 mitigation, and offsets. ~~If the hearing officer fails to~~
19 ~~render a decision within 45 days, the State Board of~~
20 ~~Education shall communicate with the hearing officer to~~
21 ~~determine the date that the parties can reasonably expect~~
22 ~~to receive the decision. The State Board of Education shall~~
23 ~~provide copies of all such communications to the parties.~~
24 ~~In the event the hearing officer fails without good cause~~
25 ~~to make a decision within the 45 day period, the name of~~
26 ~~such hearing officer shall be struck for a period not less~~

1 ~~than 24 months from the master list of hearing officers~~
2 ~~maintained by the State Board of Education. The board shall~~
3 ~~not lose jurisdiction to discharge the teacher or principal~~
4 ~~if the hearing officer fails to render a decision within~~
5 ~~the time specified in this Section. If a hearing officer~~
6 ~~fails to render a decision within 3 months after the~~
7 ~~hearing is declared closed, the State Board of Education~~
8 ~~shall provide the parties with a new list of prospective,~~
9 ~~impartial hearing officers, with the same qualifications~~
10 ~~provided herein, one of whom shall be selected, as provided~~
11 ~~in this Section, to rehear the charges heard by the hearing~~
12 ~~officer who failed to render a decision. The parties may~~
13 ~~also select a hearing officer pursuant to the alternative~~
14 ~~procedure, as provided in this Section, to rehear the~~
15 ~~charges heard by the hearing officer who failed to render a~~
16 ~~decision. A violation of the professional standards set~~
17 ~~forth in "The Code of Professional Responsibility for~~
18 ~~Arbitrators of Labor Management Disputes", of the National~~
19 ~~Academy of Arbitrators, the American Arbitration~~
20 ~~Association, and the Federal Mediation and Conciliation~~
21 ~~Service, or the failure of a hearing officer to render a~~
22 ~~decision within 3 months after the hearing is declared~~
23 ~~closed shall be grounds for removal of the hearing officer~~
24 ~~from the master list of hearing officers maintained by the~~
25 ~~State Board of Education. The decision of the board is~~
26 ~~final unless reviewed in accordance with paragraph (8) of~~

1 this subsection (a) as provided in Section 34-85b of this
2 Act.

3 (8) The teacher may seek judicial review of the board's
4 decision in accordance with the Administrative Review Law,
5 which is specifically incorporated in this Section, except
6 that the review must be initiated in the Illinois Appellate
7 Court for the First District. In the event judicial review
8 is instituted, any costs of preparing and filing the record
9 of proceedings shall be paid by the party instituting the
10 review. In the event the appellate court reverses a board
11 decision to dismiss a teacher or principal and directs the
12 board to pay the teacher or the principal back pay and
13 benefits, the appellate court shall remand the matter to
14 the board to issue an administrative decision as to the
15 amount of back pay and benefits, which shall include a
16 calculation of the lost earnings, lost benefits,
17 mitigation, and offsets based on evidence submitted to the
18 board in accordance with procedures established by the
19 board. If a decision of the board is adjudicated upon
20 review or appeal in favor of the teacher or principal, then
21 the trial court shall order reinstatement and shall
22 determine the amount for which the board is liable
23 including but not limited to loss of income and costs
24 incurred therein.

25 (b) Nothing in this Section affects the validity of removal
26 for cause hearings commenced prior to the effective date of

1 this amendatory Act of the 97th General Assembly ~~1978~~.

2 The changes made by this amendatory Act of the 97th General
3 Assembly shall apply to dismissals instituted on or after
4 September 1, 2011 or the effective date of this amendatory Act
5 of the 97th General Assembly, whichever is later. Any dismissal
6 instituted prior to the effective date of these changes must be
7 carried out in accordance with the requirements of this Section
8 prior to amendment by this amendatory Act of 97th General
9 Assembly.

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

11 (105 ILCS 5/34-85c)

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

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

1 Pursuant exclusively to that agreement, teachers assigned to
2 schools identified in that agreement shall be subject to an
3 alternative performance evaluation plan and remediation
4 procedures in lieu of the plan and procedures set forth in
5 Article 24A of this Code and alternative removal for cause
6 standards and procedures in lieu of the removal standards and
7 procedures set forth in Section ~~Sections~~ 34-85 ~~and 34-85b~~ of
8 this Code. To the extent that the agreement provides a teacher
9 with an opportunity for a hearing on removal for cause before
10 an independent hearing officer in accordance with Section
11 ~~Sections~~ 34-85 ~~and 34-85b~~ or otherwise, the hearing officer
12 shall be governed by the alternative performance evaluation
13 plan, remediation procedures, and removal standards and
14 procedures set forth in the agreement in making findings of
15 fact and a recommendation.

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

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

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

23 (115 ILCS 5/4.5)

24 Sec. 4.5. Subjects of collective bargaining.

1 (a) Notwithstanding the existence of any other provision in
2 this Act or other law, collective bargaining between an
3 educational employer whose territorial boundaries are
4 coterminous with those of a city having a population in excess
5 of 500,000 and an exclusive representative of its employees may
6 include any of the following subjects:

7 (1) (Blank).

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

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

13 (4) Decisions to determine class size, class staffing
14 and assignment, class schedules, academic calendar, length
15 of the work and school day, length of the work and school
16 year, hours and places of instruction, or pupil assessment
17 policies.

18 (5) Decisions concerning use and staffing of
19 experimental or pilot programs and decisions concerning
20 use of technology to deliver educational programs and
21 services and staffing to provide the technology.

22 (b) The subject or matters described in subsection (a) are
23 permissive subjects of bargaining between an educational
24 employer and an exclusive representative of its employees and,
25 for the purpose of this Act, are within the sole discretion of
26 the educational employer to decide to bargain, provided that

1 the educational employer is required to bargain over the impact
2 of a decision concerning such subject or matter on the
3 bargaining unit upon request by the exclusive representative.
4 During this bargaining, the educational employer shall not be
5 precluded from implementing its decision. If, after a
6 reasonable period of bargaining, a dispute or impasse exists
7 between the educational employer and the exclusive
8 representative, the dispute or impasse shall be resolved
9 exclusively as set forth in subsection (b) of Section 12 of
10 this Act in lieu of a strike under Section 13 of this Act.

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

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

23 (115 ILCS 5/12) (from Ch. 48, par. 1712)

24 Sec. 12. Impasse procedures.

25 (a) This subsection (a) applies only to collective

1 bargaining between an educational employer that is not a public
2 school district organized under Article 34 of the School Code
3 and an exclusive representative of its employees.

4 If the parties engaged in collective bargaining have not
5 reached an agreement by 90 days before the scheduled start of
6 the forthcoming school year, the parties shall notify the
7 Illinois Educational Labor Relations Board concerning the
8 status of negotiations. This notice shall include a statement
9 on whether mediation has been used.

10 Upon demand of either party, collective bargaining between
11 the employer and an exclusive bargaining representative must
12 begin within 60 days of the date of certification of the
13 representative by the Board, or in the case of an existing
14 exclusive bargaining representative, within 60 days of the
15 receipt by a party of a demand to bargain issued by the other
16 party. Once commenced, collective bargaining must continue for
17 at least a 60 day period, unless a contract is entered into.

18 Except as otherwise provided in subsection (b) of this
19 Section, if after a reasonable period of negotiation and within
20 90 ~~45~~ days of the scheduled start of the forth-coming school
21 year, the parties engaged in collective bargaining have reached
22 an impasse, either party may petition the Board to initiate
23 mediation. Alternatively, the Board on its own motion may
24 initiate mediation during this period. However, mediation
25 shall be initiated by the Board at any time when jointly
26 requested by the parties and the services of the mediators

1 shall continuously be made available to the employer and to the
2 exclusive bargaining representative for purposes of
3 arbitration of grievances and mediation or arbitration of
4 contract disputes. If requested by the parties, the mediator
5 may perform fact-finding and in so doing conduct hearings and
6 make written findings and recommendations for resolution of the
7 dispute. Such mediation shall be provided by the Board and
8 shall be held before qualified impartial individuals. Nothing
9 prohibits the use of other individuals or organizations such as
10 the Federal Mediation and Conciliation Service or the American
11 Arbitration Association selected by both the exclusive
12 bargaining representative and the employer.

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

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

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

26 (1) Any time after 15 days of mediation, either party

1 may declare an impasse. The mediator may declare an impasse
2 at any time during the mediation process. Notification of
3 an impasse must be filed in writing with the Board, and
4 copies of the notification must be submitted to the parties
5 on the same day the notification is filed with the Board.

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

22 (a-10) This subsection (a-10) applies only to collective
23 bargaining between a public school district organized under
24 Article 34 of the School Code and an exclusive representative
25 of its employees.

26 (1) For collective bargaining agreements between an

1 educational employer whose territorial boundaries are
2 coterminous with those of a city having a population in
3 excess of 500,000 and an exclusive representative of its
4 employees, if the parties fail to reach an agreement after
5 a reasonable period of mediation, the dispute shall be
6 submitted to fact-finding in accordance with this
7 subsection (a-10). Either the educational employer or the
8 exclusive representative may initiate fact-finding by
9 submitting a written demand to the other party with a copy
10 of the demand submitted simultaneously to the Board.

11 (2) Within 3 days following a party's demand for
12 fact-finding, each party shall appoint one member of the
13 fact-finding panel, unless the parties agree to proceed
14 without a tri-partite panel. Following these appointments,
15 if any, the parties shall select a qualified impartial
16 individual to serve as the fact-finder and chairperson of
17 the fact-finding panel, if applicable. An individual shall
18 be considered qualified to serve as the fact-finder and
19 chairperson of the fact-finding panel, if applicable, if he
20 or she was not the same individual who was appointed as the
21 mediator and if he or she satisfies the following
22 requirements: membership in good standing with the
23 National Academy of Arbitrators, Federal Mediation and
24 Conciliation Service, or American Arbitration Association
25 for a minimum of 10 years; membership on the mediation
26 roster for the Illinois Labor Relations Board or Illinois

1 Educational Labor Relations Board; issuance of at least 5
2 interest arbitration awards arising under the Illinois
3 Public Labor Relations Act; and participation in impasse
4 resolution processes arising under private or public
5 sector collective bargaining statutes in other states. If
6 the parties are unable to agree on an fact-finder, the
7 parties shall request a panel of fact-finders who satisfy
8 the requirements set forth in this paragraph (2) from
9 either the Federal Mediation and Conciliation Service or
10 the American Arbitration Association and shall select a
11 fact-finder from such panel in accordance with the
12 procedures established by the organization providing the
13 panel.

14 (3) The fact-finder shall have the following duties and
15 powers:

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

19 (B) to identify disputed issues that are economic
20 in nature;

21 (C) to meet with the parties either separately or
22 in executive sessions;

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

25 (E) to request the Board to issue subpoenas
26 requiring the attendance and testimony of witnesses or

1 the production of evidence;

2 (F) to administer oaths and affirmations;

3 (G) to examine witnesses and documents;

4 (H) to create a full and complete written record of
5 the hearings;

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

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

11 (K) to employ any other measures deemed appropriate to
12 resolve the impasse.

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

22 (A) the lawful authority of the employer;

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

25 (C) prior collective bargaining agreements and the
26 bargaining history between the parties;

1 (D) stipulations of the parties;

2 (E) the interests and welfare of the public and the
3 students and families served by the employer;

4 (F) the employer's financial ability to fund the
5 proposals based on existing available resources,
6 provided that such ability is not predicated on an
7 assumption that lines of credit or reserve funds are
8 available or that the employer may or will receive or
9 develop new sources of revenue or increase existing
10 sources of revenue;

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

13 (H) the present and future general economic
14 conditions in the locality and State;

15 (I) a comparison of the wages, hours, and
16 conditions of employment of the employees involved in
17 the dispute with the wages, hours, and conditions of
18 employment of employees performing similar services in
19 public education in the 10 largest U.S. cities;

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

23 (K) the overall compensation presently received by
24 the employees involved in the dispute, including
25 direct wage compensation; vacations, holidays, and
26 other excused time; insurance and pensions; medical

1 and hospitalization benefits; the continuity and
2 stability of employment and all other benefits
3 received; and how each party's proposed compensation
4 structure supports the educational goals of the
5 district;

6 (L) changes in any of the circumstances listed in
7 items (A) through (K) of this paragraph (4) during the
8 fact-finding proceedings;

9 (M) the effect that any term the parties are at
10 impasse on has or may have on the overall educational
11 environment, learning conditions, and working
12 conditions with the school district; and

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

16 (5) The fact-finding panel's recommended terms of
17 settlement shall be deemed agreed upon by the parties as
18 the final resolution of the disputed issues and
19 incorporated into the collective bargaining agreement
20 executed by the parties, unless either party tenders to the
21 other party and the chairperson of the fact-finding panel a
22 notice of rejection of the recommended terms of settlement
23 with a rationale for the rejection, within 15 days after
24 the date of issuance of the fact-finding panel's report. If
25 either party submits a notice of rejection, the chairperson
26 of the fact-finding panel shall publish the fact-finding

1 panel's report and the notice of rejection for public
2 information by delivering a copy to all newspapers of
3 general circulation in the community with simultaneous
4 written notice to the parties.

5 (b) If, after a period of bargaining of at least 60 days, a
6 dispute or impasse exists between an educational employer whose
7 territorial boundaries are coterminous with those of a city
8 having a population in excess of 500,000 and the exclusive
9 bargaining representative over a subject or matter set forth in
10 Section 4.5 of this Act, the parties shall submit the dispute
11 or impasse to the dispute resolution procedure agreed to
12 between the parties. The procedure shall provide for mediation
13 of disputes by a rotating mediation panel and may, at the
14 request of either party, include the issuance of advisory
15 findings of fact and recommendations. A dispute or impasse over
16 any Section 4.5 subject shall not be resolved through the
17 procedures set forth in this Act, and the Board, mediator, or
18 fact-finder has no jurisdiction over any Section 4.5 subject.
19 The changes made to this subsection (b) by this amendatory Act
20 of the 97th General Assembly are declarative of existing law.

21 (c) The costs of fact finding and mediation shall be shared
22 equally between the employer and the exclusive bargaining
23 agent, provided that, for purposes of mediation under this Act,
24 if either party requests the use of mediation services from the
25 Federal Mediation and Conciliation Service, the other party
26 shall either join in such request or bear the additional cost

1 of mediation services from another source. All other costs and
2 expenses of complying with this Section must be borne by the
3 party incurring them.

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

8 (d) Nothing in this Act prevents an employer and an
9 exclusive bargaining representative from mutually submitting
10 to final and binding impartial arbitration unresolved issues
11 concerning the terms of a new collective bargaining agreement.

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

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

14 Sec. 13. Strikes.

15 (a) Notwithstanding the existence of any other provision in
16 this Act or other law, educational employees employed in school
17 districts organized under Article 34 of the School Code shall
18 not engage in a strike at any time during the 18 month period
19 that commences on the effective date of this amendatory Act of
20 1995. An educational employee employed in a school district
21 organized under Article 34 of the School Code who participates
22 in a strike in violation of this Section is subject to
23 discipline by the employer. In addition, no educational
24 employer organized under Article 34 of the School Code may pay
25 or cause to be paid to an educational employee who participates

1 in a strike in violation of this subsection any wages or other
2 compensation for any period during which an educational
3 employee participates in the strike, except for wages or
4 compensation earned before participation in the strike.
5 Notwithstanding the existence of any other provision in this
6 Act or other law, during the 18-month period that strikes are
7 prohibited under this subsection nothing in this subsection
8 shall be construed to require an educational employer to submit
9 to a binding dispute resolution process.

10 (b) Notwithstanding the existence of any other provision in
11 this Act or any other law, educational employees other than
12 those employed in a school district organized under Article 34
13 of the School Code and, after the expiration of the 18 month
14 period that commences on the effective date of this amendatory
15 Act of 1995, educational employees in a school district
16 organized under Article 34 of the School Code shall not engage
17 in a strike except under the following conditions:

18 (1) they are represented by an exclusive bargaining
19 representative;

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

24 (2.5) if fact-finding was invoked pursuant to
25 subsection (a-10) of Section 12 of this Act, at least 30
26 days have elapsed after a fact-finding report has been

1 released for public information;

2 (2.10) for educational employees employed in a school
3 district organized under Article 34 of the School Code, at
4 least three-fourths of all bargaining unit members of the
5 exclusive bargaining representative have affirmatively
6 voted to authorize the strike;

7 (3) at least 10 days have elapsed after a notice of
8 intent to strike has been given by the exclusive bargaining
9 representative to the educational employer, the regional
10 superintendent and the Illinois Educational Labor
11 Relations Board;

12 (4) the collective bargaining agreement between the
13 educational employer and educational employees, if any,
14 has expired or been terminated; and

15 (5) the employer and the exclusive bargaining
16 representative have not mutually submitted the unresolved
17 issues to arbitration.

18 If, however, in the opinion of an employer the strike is or
19 has become a clear and present danger to the health or safety
20 of the public, the employer may initiate in the circuit court
21 of the county in which such danger exists an action for relief
22 which may include, but is not limited to, injunction. The court
23 may grant appropriate relief upon the finding that such clear
24 and present danger exists. An unfair practice or other evidence
25 of lack of clean hands by the educational employer is a defense
26 to such action. Except as provided for in this paragraph, the

1 jurisdiction of the court under this Section is limited by the
2 Labor Dispute Act.

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

4 (105 ILCS 5/34-85b rep.)

5 Section 15. The School Code is amended by repealing Section
6 34-85b.

7 Section 99. Effective date. This Act takes effect upon
8 becoming law.".