

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The School Code is amended by changing Sections
5 2-3.153, 10-17a, 24-12, and 24A-5 as follows:

6 (105 ILCS 5/2-3.153)

7 Sec. 2-3.153. Survey of learning conditions.

8 (a) The State Board of Education shall select for statewide
9 administration an instrument to provide feedback from, at a
10 minimum, students in grades 6 through 12 and teachers on the
11 instructional environment within a school after giving
12 consideration to the recommendations of the Performance
13 Evaluation Advisory Council made pursuant to subdivision (6) of
14 subsection (a) of Section 24A-20 of this Code. Subject to
15 appropriation to the State Board of Education for the State's
16 cost of development and administration and, subject to
17 subsections (b) and (c) of this Section ~~commencing with the~~
18 ~~2012-2013 school year~~, each school district shall administer,
19 at least biennially ~~biannually~~, the instrument in every public
20 school attendance center by a date specified by the State
21 Superintendent of Education, and data resulting from the
22 instrument's administration must be provided to the State Board
23 of Education. The survey component that requires completion by

1 the teachers must be administered during teacher meetings or
2 professional development days or at other times that would not
3 interfere with the teachers' regular classroom and direct
4 instructional duties. The State Superintendent, following
5 consultation with teachers, principals, and other appropriate
6 stakeholders, shall publicly report on selected indicators of
7 learning conditions resulting from administration of the
8 instrument at the individual school, district, and State levels
9 and shall identify whether the indicators result from an
10 anonymous administration of the instrument. If in any year the
11 appropriation to the State Board of Education is insufficient
12 for the State's costs associated with statewide administration
13 of the instrument, the State Board of Education shall give
14 priority to districts with low-performing schools and a
15 representative sample of other districts.

16 (b) A school district may elect to use, on a district-wide
17 basis and at the school district's sole cost and expense, an
18 alternate survey of learning conditions instrument
19 pre-approved by the State Superintendent under subsection (c)
20 of this Section in lieu of the statewide survey instrument
21 selected under subsection (a) of this Section, provided that:

22 (1) the school district notifies the State Board of
23 Education, on a form provided by the State Superintendent,
24 of its intent to administer an alternate instrument on or
25 before a date established by the State Superintendent for
26 the 2014-2015 school year and August 1 of each subsequent

1 school year during which the instrument will be
2 administered;

3 (2) the notification submitted to the State Board under
4 paragraph (1) of this subsection (b) must be accompanied by
5 a certification signed by the president of the local
6 teachers' exclusive bargaining representative and
7 president of the school board indicating that the alternate
8 survey has been agreed to by the teachers' exclusive
9 bargaining representative and the school board;

10 (3) the school district's administration of the
11 alternate instrument, including providing to the State
12 Board of Education data and reports suitable to be
13 published on school report cards and the State School
14 Report Card Internet website, is performed in accordance
15 with the requirements of subsection (a) of this Section;
16 and

17 (4) the alternate instrument is administered each
18 school year that the statewide survey instrument is
19 administered; if the statewide survey is not administrated
20 in a given school year, the school district is not required
21 to provide the alternative instrument in that given school
22 year.

23 (c) The State Superintendent, in consultation with
24 teachers, principals, superintendents, and other appropriate
25 stakeholders, shall administer an approval process through
26 which at least 2, but not more than 3, alternate survey of

1 learning conditions instruments will be approved by the State
2 Superintendent following a determination by the State
3 Superintendent that each approved instrument:

4 (1) meets all requirements of subsection (a) of this
5 Section;

6 (2) provides a summation of indicator results of the
7 alternative survey by a date established by the State
8 Superintendent in a manner that allows the indicator
9 results to be included on school report cards pursuant to
10 Section 10-17a of this Code by October 31 of the school
11 year following the instrument's administration;

12 (3) provides summary reports for each district and
13 attendance center intended for parents and community
14 stakeholders;

15 (4) meets scale reliability requirements using
16 accepted testing measures;

17 (5) provides research-based evidence linking
18 instrument content to one or more improved student
19 outcomes; and

20 (6) has undergone and documented testing to prove
21 validity.

22 The State Superintendent shall periodically review and update
23 the list of approved alternate survey instruments, provided
24 that at least 2, but no more than 3, alternate survey
25 instruments shall be approved for use during any school year.

26 (d) Nothing contained in this amendatory Act of the 98th

1 General Assembly repeals, supersedes, invalidates, or
2 nullifies final decisions in lawsuits pending on the effective
3 date of this amendatory Act of the 98th General Assembly in
4 Illinois courts involving the interpretation of Public Act
5 97-8.

6 (Source: P.A. 97-8, eff. 6-13-11; 97-813, eff. 7-13-12.)

7 (105 ILCS 5/10-17a) (from Ch. 122, par. 10-17a)

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

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

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

23 (A) school characteristics and student demographics,
24 including average class size, average teaching experience,
25 student racial/ethnic breakdown, and the percentage of

1 students classified as low-income; the percentage of
2 students classified as limited English proficiency; the
3 percentage of students who have individualized education
4 plans or 504 plans that provide for special education
5 services; the percentage of students who annually
6 transferred in or out of the school district; the per-pupil
7 operating expenditure of the school district; and the
8 per-pupil State average operating expenditure for the
9 district type (elementary, high school, or unit);

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

23 (C) student outcomes, including, where applicable, the
24 percentage of students meeting as well as exceeding State
25 standards on assessments, the percentage of students in the
26 eighth grade who pass Algebra, the percentage of students

1 enrolled in post-secondary institutions (including
2 colleges, universities, community colleges,
3 trade/vocational schools, and training programs leading to
4 career certification within 2 semesters of high school
5 graduation), the percentage of students graduating from
6 high school who are college ready, the percentage of
7 students graduating from high school who are career ready,
8 and the percentage of graduates enrolled in community
9 colleges, colleges, and universities who are in one or more
10 courses that the community college, college, or university
11 identifies as a remedial course;

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

18 (E) the school environment, including, where
19 applicable, the percentage of students with less than 10
20 absences in a school year, the percentage of teachers with
21 less than 10 absences in a school year for reasons other
22 than professional development, leaves taken pursuant to
23 the federal Family Medical Leave Act of 1993, long-term
24 disability, or parental leaves, the 3-year average of the
25 percentage of teachers returning to the school from the
26 previous year, the number of different principals at the

1 school in the last 6 years, 2 or more indicators from any
2 school climate survey selected or approved ~~developed~~ by the
3 State and administered pursuant to Section 2-3.153 of this
4 Code, with the same or similar indicators included on
5 school report cards for all surveys selected or approved by
6 the State pursuant to Section 2-3.153 of this Code, and the
7 combined percentage of teachers rated as proficient or
8 excellent in their most recent evaluation.

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

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

24 (4) Notwithstanding anything to the contrary in this
25 Section, in consultation with key education stakeholders, the
26 State Superintendent shall at any time have the discretion to

1 amend or update any and all metrics on the school, district, or
2 State report card.

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

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

1 Illinois courts involving the interpretation of Public Act
2 97-8.

3 (Source: P.A. 97-671, eff. 1-24-12; 98-463, eff. 8-16-13.)

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

5 Sec. 24-12. Removal or dismissal of teachers in contractual
6 continued service.

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

25 As between teachers who have entered upon contractual

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

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

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

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

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

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

23 (1) Grouping one shall consist of each teacher who is
24 not in contractual continued service and who (i) has not
25 received a performance evaluation rating, (ii) is employed
26 for one school term or less to replace a teacher on leave,

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

17 (2) Grouping 2 shall consist of each teacher with a
18 Needs Improvement or Unsatisfactory performance evaluation
19 rating on either of the teacher's last 2 performance
20 evaluation ratings.

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

1 placement into grouping 4.

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

7 Among teachers qualified to hold a position, teachers must
8 be dismissed in the order of their groupings, with teachers in
9 grouping one dismissed first and teachers in grouping 4
10 dismissed last.

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

1 agreement must be dismissed first unless an alternative method
2 of determining the sequence of dismissal is established in a
3 collective bargaining agreement or contract between the board
4 and a professional faculty members' organization.

5 Each board, including the governing board of a joint
6 agreement, shall, in consultation with any exclusive employee
7 representatives, each year establish a sequence of honorable
8 dismissal list categorized by positions and the groupings
9 defined in this subsection (b). Copies of the list showing each
10 teacher by name and categorized by positions and the groupings
11 defined in this subsection (b) must be distributed to the
12 exclusive bargaining representative at least 75 days before the
13 end of the school term, provided that the school district or
14 joint agreement may, with notice to any exclusive employee
15 representatives, move teachers from grouping one into another
16 grouping during the period of time from 75 days until 45 days
17 before the end of the school term. Each year, each board shall
18 also establish, in consultation with any exclusive employee
19 representatives, a list showing the length of continuing
20 service of each teacher who is qualified to hold any such
21 positions, unless an alternative method of determining a
22 sequence of dismissal is established as provided for in this
23 Section, in which case a list must be made in accordance with
24 the alternative method. Copies of the list must be distributed
25 to the exclusive employee representative at least 75 days
26 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. If the board or joint
21 agreement has any vacancies within the period from the
22 beginning of the following school term through February 1 of
23 the following school term (unless a date later than February 1,
24 but no later than 6 months from the beginning of the following
25 school term, is established in a collective bargaining
26 agreement), the positions thereby becoming available must be

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

1 hearing and board review, the action to approve any such
2 reduction shall require a majority vote of the board members.

3 For purposes of this subsection (b), subject to agreement
4 on an alternative definition reached by the joint committee
5 described in subsection (c) of this Section, a teacher's
6 performance evaluation rating means the overall performance
7 evaluation rating resulting from an annual or biennial
8 performance evaluation conducted pursuant to Article 24A of
9 this Code by the school district or joint agreement determining
10 the sequence of dismissal, not including any performance
11 evaluation conducted during or at the end of a remediation
12 period. No more than one evaluation rating each school term
13 shall be one of the evaluation ratings used for the purpose of
14 determining the sequence of dismissal. Except as otherwise
15 provided in this subsection for any performance evaluations
16 conducted during or at the end of a remediation period, if
17 multiple performance evaluations are conducted in a school
18 term, only the rating from the last evaluation conducted prior
19 to establishing the sequence of honorable dismissal list in
20 such school term shall be the one evaluation rating from that
21 school term used for the purpose of determining the sequence of
22 dismissal. Averaging ratings from multiple evaluations is not
23 permitted unless otherwise agreed to in a collective bargaining
24 agreement or contract between the board and a professional
25 faculty members' organization. The preceding 3 sentences are
26 not a legislative declaration that existing law does or does

1 not already require that only one performance evaluation each
2 school term shall be used for the purpose of determining the
3 sequence of dismissal. For performance evaluation ratings
4 determined prior to September 1, 2012, any school district or
5 joint agreement with a performance evaluation rating system
6 that does not use either of the rating category systems
7 specified in subsection (d) of Section 24A-5 of this Code for
8 all teachers must establish a basis for assigning each teacher
9 a rating that complies with subsection (d) of Section 24A-5 of
10 this Code for all of the performance evaluation ratings that
11 are to be used to determine the sequence of dismissal. A
12 teacher's grouping and ranking on a sequence of honorable
13 dismissal shall be deemed a part of the teacher's performance
14 evaluation, and that information shall ~~may~~ be disclosed to the
15 exclusive bargaining representative as part of a sequence of
16 honorable dismissal list, notwithstanding any laws prohibiting
17 disclosure of such information. A performance evaluation
18 rating may be used to determine the sequence of dismissal,
19 notwithstanding the pendency of any grievance resolution or
20 arbitration procedures relating to the performance evaluation.
21 If a teacher has received at least one performance evaluation
22 rating conducted by the school district or joint agreement
23 determining the sequence of dismissal and a subsequent
24 performance evaluation is not conducted in any school year in
25 which such evaluation is required to be conducted under Section
26 24A-5 of this Code, the teacher's performance evaluation rating

1 for that school year for purposes of determining the sequence
2 of dismissal is deemed Proficient. If a performance evaluation
3 rating is nullified as the result of an arbitration,
4 administrative agency, or court determination, then the school
5 district or joint agreement is deemed to have conducted a
6 performance evaluation for that school year, but the
7 performance evaluation rating may not be used in determining
8 the sequence of dismissal.

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

14 Any provisions regarding the sequence of honorable
15 dismissals and recall of honorably dismissed teachers in a
16 collective bargaining agreement entered into on or before
17 January 1, 2011 and in effect on the effective date of this
18 amendatory Act of the 97th General Assembly that may conflict
19 with this amendatory Act of the 97th General Assembly shall
20 remain in effect through the expiration of such agreement or
21 June 30, 2013, whichever is earlier.

22 (c) Each school district and special education joint
23 agreement must use a joint committee composed of equal
24 representation selected by the school board and its teachers
25 or, if applicable, the exclusive bargaining representative of
26 its teachers, to address the matters described in paragraphs

1 (1) through (5) of this subsection (c) pertaining to honorable
2 dismissals under subsection (b) of this Section.

3 (1) The joint committee must consider and may agree to
4 criteria for excluding from grouping 2 and placing into
5 grouping 3 a teacher whose last 2 performance evaluations
6 include a Needs Improvement and either a Proficient or
7 Excellent.

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

18 (3) The joint committee may agree to including within
19 the definition of a performance evaluation rating a
20 performance evaluation rating administered by a school
21 district or joint agreement other than the school district
22 or joint agreement determining the sequence of dismissal.

23 (4) For each school district or joint agreement that
24 administers performance evaluation ratings that are
25 inconsistent with either of the rating category systems
26 specified in subsection (d) of Section 24A-5 of this Code,

1 the school district or joint agreement must consult with
2 the joint committee on the basis for assigning a rating
3 that complies with subsection (d) of Section 24A-5 of this
4 Code to each performance evaluation rating that will be
5 used in a sequence of dismissal.

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

1 impact the order of honorable dismissal or a school
2 district's or joint agreement's authority to carry out a
3 dismissal in accordance with subsection (b) of this
4 Section.

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

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

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

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

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

1 If, in the opinion of the board, the interests of the
2 school require it, the board may suspend the teacher
3 without pay, pending the hearing, but if the board's
4 dismissal or removal is not sustained, the teacher shall
5 not suffer the loss of any salary or benefits by reason of
6 the suspension.

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

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

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

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

26 If the teacher has requested a hearing before a hearing

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

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

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

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

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

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

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

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

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

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

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

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

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

1 of income and benefits.

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

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

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

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

1 the parties.

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

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

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

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

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

8 (105 ILCS 5/24A-5) (from Ch. 122, par. 24A-5)

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

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

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

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

23 (2) each teacher in contractual continued service is
24 evaluated at least once in the course of every 2 school
25 years. However, any teacher in contractual continued

1 service whose performance is rated as either "needs
2 improvement" or "unsatisfactory" must be evaluated at
3 least once in the school year following the receipt of such
4 rating.

5 Notwithstanding anything to the contrary in this Section or
6 any other Section of the School Code, a principal shall not be
7 prohibited from evaluating any teachers within a school during
8 his or her first year as principal of such school. If a
9 first-year principal exercises this option in a school district
10 where the evaluation plan provides for a teacher in contractual
11 continued service to be evaluated once in the course of every 2
12 school years, then a new 2-year evaluation plan must be
13 established.

14 The evaluation plan shall comply with the requirements of
15 this Section and of any rules adopted by the State Board of
16 Education pursuant to this Section.

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

21 (a) personal observation of the teacher in the
22 classroom by the evaluator, unless the teacher has no
23 classroom duties.

24 (b) consideration of the teacher's attendance,
25 planning, instructional methods, classroom management,
26 where relevant, and competency in the subject matter

1 taught.

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

5 (d) prior to September 1, 2012, rating of the
6 performance of teachers in contractual continued service
7 as either:

8 (i) "excellent", "satisfactory" or
9 "unsatisfactory"; or

10 (ii) "excellent", "proficient", "needs
11 improvement" or "unsatisfactory".

12 (e) on and after September 1, 2012, rating of the
13 performance of all teachers as "excellent", "proficient",
14 "needs improvement" or "unsatisfactory".

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

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

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

1 to the areas that need improvement and any supports that
2 the district will provide to address the areas identified
3 as needing improvement.

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

21 (j) participation in the remediation plan by the
22 teacher in contractual continued service rated
23 "unsatisfactory", an evaluator and a consulting teacher
24 selected by the evaluator of the teacher who was rated
25 "unsatisfactory", which consulting teacher is an
26 educational employee as defined in the Educational Labor

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

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

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

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

24 (1) reinstatement to the evaluation schedule set forth
25 in the district's evaluation plan for any teacher in
26 contractual continued service who achieves a rating equal

1 to or better than "satisfactory" or "proficient" in the
2 school year following a rating of "needs improvement" or
3 "unsatisfactory".

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

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

1 in accordance with subsection (d) of Section 24-12 or
2 Section 34-85 of this Code.

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

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

19 (Source: P.A. 97-8, eff. 6-13-11; 98-470, eff. 8-16-13.)

20 Section 99. Effective date. This Act takes effect July 1,
21 2014.