

1 AN ACT concerning education.

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

4 Section 5. The School Code is amended by changing Sections
5 2-3.25g, 24-11, 24-12, and 24-16.5 as follows:

6 (105 ILCS 5/2-3.25g) (from Ch. 122, par. 2-3.25g)

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

9 (a) In this Section:

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

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

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

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

20 (b) Notwithstanding any other provisions of this School
21 Code or any other law of this State to the contrary, eligible
22 applicants may petition the State Board of Education for the
23 waiver or modification of the mandates of this School Code or

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

24 (c) Eligible applicants, as a matter of inherent managerial
25 policy, and any Independent Authority established under
26 Section 2-3.25f may submit an application for a waiver or

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

26 (c-5) If the applicant is a school district, then the

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

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

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

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

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

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

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

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

23 (f) (Blank).

24 (Source: P.A. 96-861, eff. 1-15-10; 96-1423, eff. 8-3-10;
25 97-1025, eff. 1-1-13.)

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

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

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

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

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

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

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

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

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

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

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

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 biennial ~~biannual~~ evaluations
13 from the prior school district or program, ratings of at
14 least "Proficient", with both such ratings occurring after
15 the school district's or program's PERA implementation
16 date. For a teacher to attain contractual continued service
17 under this subdivision (3), the teacher shall provide
18 official copies of his or her 2 most recent overall annual
19 or biennial evaluations from the prior school district or
20 program to the new school district or program within 60
21 days from the teacher's first day of service with the new
22 school district or program. The prior school district or
23 program must provide the teacher with official copies of
24 his or her 2 most recent overall annual or biennial
25 evaluations within 14 days after the teacher's request. If
26 a teacher has requested such official copies prior to 45

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

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

24 (h) If, by reason of any change in the boundaries of school
25 districts or by reason of the creation of a new school
26 district, the position held by any teacher having a contractual

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

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

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

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

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

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

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

26 (m) The employment of any teacher in a special education

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

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

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

19 (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

20 Sec. 24-12. Removal or dismissal of teachers in contractual
21 continued service.

22 (a) This subsection (a) applies only to honorable
23 dismissals and recalls in which the notice of dismissal is
24 provided on or before the end of the 2010-2011 school term. If
25 a teacher in contractual continued service is removed or

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

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

1 before the third business day following the last day of pupil
2 attendance in the regular school term.

3 If the board has any vacancies for the following school
4 term or within one calendar year from the beginning of the
5 following school term, the positions thereby becoming
6 available shall be tendered to the teachers so removed or
7 dismissed so far as they are legally qualified to hold such
8 positions; provided, however, that if the number of honorable
9 dismissal notices based on economic necessity exceeds 15% of
10 the number of full time equivalent positions filled by
11 certified employees (excluding principals and administrative
12 personnel) during the preceding school year, then if the board
13 has any vacancies for the following school term or within 2
14 calendar years from the beginning of the following school term,
15 the positions so becoming available shall be tendered to the
16 teachers who were so notified and removed or dismissed whenever
17 they are legally qualified to hold such positions. Each board
18 shall, in consultation with any exclusive employee
19 representatives, each year establish a list, categorized by
20 positions, showing the length of continuing service of each
21 teacher who is qualified to hold any such positions, unless an
22 alternative method of determining a sequence of dismissal is
23 established as provided for in this Section, in which case a
24 list shall be made in accordance with the alternative method.
25 Copies of the list shall be distributed to the exclusive
26 employee representative on or before February 1 of each year.

1 Whenever the number of honorable dismissal notices based upon
2 economic necessity exceeds 5, or 150% of the average number of
3 teachers honorably dismissed in the preceding 3 years,
4 whichever is more, then the board also shall 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 (b) This subsection (b) applies only to honorable
9 dismissals and recalls in which the notice of dismissal is
10 provided during the 2011-2012 school term or a subsequent
11 school term. If any teacher, whether or not in contractual
12 continued service, is removed or dismissed as a result of a
13 decision of a school board to decrease the number of teachers
14 employed by the board, a decision of a school board to
15 discontinue some particular type of teaching service, or a
16 reduction in the number of programs or positions in a special
17 education joint agreement, then written notice must be mailed
18 to the teacher and also given to the teacher either by
19 certified mail, return receipt requested, or personal delivery
20 with receipt at least 45 days before the end of the school
21 term, together with a statement of honorable dismissal and the
22 reason therefor, and in all such cases the sequence of
23 dismissal shall occur in accordance with this subsection (b);
24 except that this subsection (b) shall not impair the operation
25 of any affirmative action program in the school district,
26 regardless of whether it exists by operation of law or is

1 conducted on a voluntary basis by the board.

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

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

1 in the immediately previous school term, was employed on a
2 full-time basis and actually taught or was otherwise
3 present and participated in the district's educational
4 program for 120 days or more is not considered employed on
5 a part-time basis. ~~Grouping one shall consist of each~~
6 ~~teacher not in contractual continued service who has not~~
7 ~~received a performance evaluation rating.~~

8 (2) Grouping 2 shall consist of each teacher with a
9 Needs Improvement or Unsatisfactory performance evaluation
10 rating on either of the teacher's last 2 performance
11 evaluation ratings.

12 (3) Grouping 3 shall consist of each teacher with a
13 performance evaluation rating of at least Satisfactory or
14 Proficient on both of the teacher's last 2 performance
15 evaluation ratings, if 2 ratings are available, or on the
16 teacher's last performance evaluation rating, if only one
17 rating is available, unless the teacher qualifies for
18 placement into grouping 4.

19 (4) Grouping 4 shall consist of each teacher whose last
20 2 performance evaluation ratings are Excellent and each
21 teacher with 2 Excellent performance evaluation ratings
22 out of the teacher's last 3 performance evaluation ratings
23 with a third rating of Satisfactory or Proficient.

24 Among teachers qualified to hold a position, teachers must
25 be dismissed in the order of their groupings, with teachers in
26 grouping one dismissed first and teachers in grouping 4

1 dismissed last.

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

22 Each board, including the governing board of a joint
23 agreement, shall, in consultation with any exclusive employee
24 representatives, each year establish a sequence of honorable
25 dismissal list categorized by positions and the groupings
26 defined in this subsection (b). Copies of the list must be

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

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

20 If the board or joint agreement has any vacancies for the
21 following school term or within one calendar year from the
22 beginning of the following school term, the positions thereby
23 becoming available must be tendered to the teachers so removed
24 or dismissed who were in groupings 3 or 4 of the sequence of
25 dismissal and are qualified to hold the positions, based upon
26 legal qualifications and any other qualifications established

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

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

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

1 school year in which such evaluation is required to be
2 conducted under Section 24A-5 of this Code, the teacher's
3 performance evaluation rating for that school year for purposes
4 of determining the sequence of dismissal is deemed Proficient.
5 If a performance evaluation rating is nullified as the result
6 of an arbitration, administrative agency, or court
7 determination, then the school district or joint agreement is
8 deemed to have conducted a performance evaluation for that
9 school year, but the performance evaluation rating may not be
10 used in determining the sequence of dismissal.

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

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

24 (c) Each school district and special education joint
25 agreement must use a joint committee composed of equal
26 representation selected by the school board and its teachers

1 or, if applicable, the exclusive bargaining representative of
2 its teachers, to address the matters described in paragraphs
3 (1) through (5) of this subsection (c) pertaining to honorable
4 dismissals under subsection (b) of this Section.

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

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

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

25 (4) For each school district or joint agreement that
26 administers performance evaluation ratings that are

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

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

1 the review to the employing board and exclusive bargaining
2 representative, if any. Nothing in this paragraph (5) shall
3 impact the order of honorable dismissal or a school
4 district's or joint agreement's authority to carry out a
5 dismissal in accordance with subsection (b) of this
6 Section.

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

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

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

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

24 Before setting a hearing on charges stemming from
25 causes that are considered remediable, a board must give
26 the teacher 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
3 the causes have been the subject of a remediation plan
4 pursuant to Article 24A of this Code.

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

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

18 (3) Within 5 business days after receiving a notice of
19 hearing in which either notice to the teacher was sent
20 before July 1, 2012 or, if the notice was sent on or after
21 July 1, 2012, the teacher has requested a hearing before a
22 mutually selected hearing officer, the State Board of
23 Education shall provide a list of 5 prospective, impartial
24 hearing officers from the master list of qualified,
25 impartial hearing officers maintained by the State Board of
26 Education. Each person on the master list must (i) be

1 accredited by a national arbitration organization and have
2 had a minimum of 5 years of experience directly related to
3 labor and employment relations matters between employers
4 and employees or their exclusive bargaining
5 representatives and (ii) beginning September 1, 2012, have
6 participated in training provided or approved by the State
7 Board of Education for teacher dismissal hearing officers
8 so that he or she is familiar with issues generally
9 involved in evaluative and non-evaluative dismissals.

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

1 the hearing officer, unless the parties notify it that they
2 have chosen to alternatively select a hearing officer under
3 paragraph (4) of this subsection (d).

4 If the teacher has requested a hearing before a hearing
5 officer selected by the board, the board shall select one
6 name from the master list of qualified impartial hearing
7 officers maintained by the State Board of Education within
8 3 business days after receipt and shall notify the State
9 Board of Education of its selection.

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

21 (4) In the alternative to selecting a hearing officer
22 from the list received from the State Board of Education or
23 accepting the appointment of a hearing officer by the State
24 Board of Education or if the State Board of Education
25 cannot provide a list or appoint a hearing officer that
26 meets the foregoing requirements, the board and the teacher

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

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

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

13 (6) The teacher is required to answer the bill of
14 particulars and aver affirmative matters in his or her
15 defense, and the time for initially doing so and the time
16 for updating such answer and defenses after pre-hearing
17 discovery must be set by the hearing officer. The State
18 Board of Education shall promulgate rules so that each
19 party has a fair opportunity to present its case and to
20 ensure that the dismissal process proceeds in a fair and
21 expeditious manner. These rules shall address, without
22 limitation, discovery and hearing scheduling conferences;
23 the teacher's initial answer and affirmative defenses to
24 the bill of particulars and the updating of that
25 information after pre-hearing discovery; provision for
26 written interrogatories and requests for production of

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

1 findings of fact and a recommendation as to whether or not
2 the teacher must be dismissed for conduct. The hearing
3 officer shall commence the hearing within 75 days and
4 conclude the hearing within 120 days after being selected
5 as the hearing officer, provided that the hearing officer
6 may modify these timelines upon the showing of good cause
7 or mutual agreement of the parties. Good cause for the
8 purpose of this subsection (d) shall mean the illness or
9 otherwise unavoidable emergency of the teacher, district
10 representative, their legal representatives, the hearing
11 officer, or an essential witness as indicated in each
12 party's pre-hearing submission. In a dismissal hearing
13 pursuant to Article 24A of this Code, the hearing officer
14 shall consider and give weight to all of the teacher's
15 evaluations written pursuant to Article 24A that are
16 relevant to the issues in the hearing.

17 Each party shall have no more than 3 days to present
18 its case, unless extended by the hearing officer to enable
19 a party to present adequate evidence and testimony,
20 including due to the other party's cross-examination of the
21 party's witnesses, for good cause or by mutual agreement of
22 the parties. The State Board of Education shall define in
23 rules the meaning of "day" for such purposes. All testimony
24 at the hearing shall be taken under oath administered by
25 the hearing officer. The hearing officer shall cause a
26 record of the proceedings to be kept and shall employ a

1 competent reporter to take stenographic or stenotype notes
2 of all the testimony. The costs of the reporter's
3 attendance and services at the hearing shall be paid by the
4 party or parties who are responsible for paying the fees
5 and costs of the hearing officer. Either party desiring a
6 transcript of the hearing shall pay for the cost thereof.
7 Any post-hearing briefs must be submitted by the parties by
8 no later than 21 days after a party's receipt of the
9 transcript of the hearing, unless extended by the hearing
10 officer for good cause or by mutual agreement of the
11 parties.

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

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

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

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

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

1 for cause if the hearing officer fails to render a
2 recommendation within the time specified in this Section.
3 The decision of the school board is final, unless reviewed
4 as provided in paragraph (9) of this subsection (d).

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

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

1 making its decision. In the event such review is
2 instituted, the school board shall be responsible for
3 preparing and filing the record of proceedings, and such
4 costs associated therewith must be divided equally between
5 the parties.

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

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

23 (11) Subject to any later effective date referenced in
24 this Section for a specific aspect of the dismissal
25 process, the ~~The~~ changes made by this amendatory Act of the
26 97th General Assembly shall apply to dismissals instituted

1 on or after September 1, 2011 ~~or the effective date of this~~
2 ~~amendatory Act of the 97th General Assembly, whichever is~~
3 ~~later~~. Any dismissal instituted prior to September 1, 2011
4 ~~the effective date of these changes~~ must be carried out in
5 accordance with the requirements of this Section prior to
6 amendment by this amendatory Act of 97th General Assembly.
7 (Source: P.A. 97-8, eff. 6-13-11.)

8 (105 ILCS 5/24-16.5)

9 Sec. 24-16.5. Optional alternative evaluative dismissal
10 process for PERA evaluations.

11 (a) As used in this Section:

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

25 "Board" means, for a school district having less than

1 500,000 inhabitants or a program of a special education joint
2 agreement, the board of directors, board of education, or board
3 of school inspectors, as the case may be. For a school district
4 having 500,000 inhabitants or more, "board" means the Chicago
5 Board of Education.

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

10 ~~"Hearing procedures" means, for a school district having~~
11 ~~500,000 inhabitants or more, those procedures and requirements~~
12 ~~relating to a teacher's request for a hearing, selection of a~~
13 ~~hearing officer, pre-hearing and hearing procedures, and~~
14 ~~post-hearing briefs set forth in paragraphs (1) through (5) of~~
15 ~~subsection (a) of Section 34-85 of this Code.~~

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

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

26 "Remediation" means the remediation plan, mid-point and

1 final evaluations, and related processes and requirements set
2 forth in subdivisions (i), (j), and (k) of Section 24A-5 of
3 this Code.

4 "School district" means a school district or a program of a
5 special education joint agreement.

6 "Second evaluator" means an evaluator who either conducts
7 the mid-point and final remediation evaluation or conducts an
8 independent assessment of whether the teacher completed the
9 remediation plan with a rating equal to or better than a
10 "Proficient" rating, all in accordance with subdivision (c) of
11 this Section.

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

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

20 "Teacher representatives" means the exclusive bargaining
21 representative of a school district's teachers or, if no
22 exclusive bargaining representatives exists, a representative
23 committee selected by teachers.

24 (b) This Section applies to all school districts, including
25 those having 500,000 or more inhabitants. The optional
26 dismissal process set forth in this Section is an alternative

1 to those set forth in Sections 24-12 and 34-85 of this Code.
2 Nothing in this Section is intended to change the existing
3 practices or precedents under Section 24-12 or 34-85 of this
4 Code, nor shall this Section be interpreted as implying
5 standards and procedures that should or must be used as part of
6 a remediation that precedes a dismissal sought under Section
7 24-12 or 34-85 of this Code.

8 A board may dismiss a teacher who has entered upon
9 contractual continued service under this Section if the
10 following are met:

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

14 (2) the "Unsatisfactory" performance evaluation rating
15 that preceded remediation resulted from a PERA evaluation;
16 and

17 (3) the school district has complied with subsection
18 (c) of this Section.

19 A school district may not, through agreement with a teacher
20 or its teacher representatives, waive its right to dismiss a
21 teacher under this Section.

22 (c) Each school district electing to use the dismissal
23 process set forth in this Section must comply with the
24 pre-remediation and remediation activities and requirements
25 set forth in this subsection (c).

26 (1) Before a school district's first remediation

1 relating to a dismissal under this Section, the school
2 district must create and establish a list of at least 2
3 evaluators who will be available to serve as second
4 evaluators under this Section. The school district shall
5 provide its teacher representatives with an opportunity to
6 submit additional names of teacher evaluators who will be
7 available to serve as second evaluators and who will be
8 added to the list created and established by the school
9 district, provided that, unless otherwise agreed to by the
10 school district, the teacher representatives may not
11 submit more teacher evaluators for inclusion on the list
12 than the number of evaluators submitted by the school
13 district. Each teacher evaluator must either have (i)
14 National Board of Professional Teaching Standards
15 certification, with no "Unsatisfactory" or "Needs
16 Improvement" performance evaluating ratings in his or her 2
17 most recent performance evaluation ratings; or (ii)
18 "Excellent" performance evaluation ratings in 2 of his or
19 her 3 most recent performance evaluations, with no "Needs
20 Improvement" or "Unsatisfactory" performance evaluation
21 ratings in his or her last 3 ratings. If the teacher
22 representatives do not submit a list of teacher evaluators
23 within 21 days after the school district's request, the
24 school district may proceed with a remediation using a list
25 that includes only the school district's selections.
26 Either the school district or the teacher representatives

1 may revise or add to their selections for the list at any
2 time with notice to the other party, subject to the
3 limitations set forth in this paragraph (1).

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

21 (3) For each remediation preceding a dismissal under
22 this Section, the school district shall select a second
23 evaluator from the list of second evaluators created
24 pursuant to paragraph (1) of this subsection (c), using the
25 selection process established pursuant to paragraph (2) of
26 this subsection (c). The selected second evaluator may not

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

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

1 remediation.

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

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

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

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

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

26 (i) that the "Unsatisfactory" performance

1 evaluation rating that preceded remediation
2 applied the teacher practice components and
3 student growth components and determined an
4 overall evaluation rating of "Unsatisfactory" in
5 accordance with the standards and requirements of
6 the school district's evaluation plan;

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

9 (iii) that the teacher failed to complete the
10 remediation plan with a performance evaluation
11 rating equal to or better than a "Proficient"
12 rating, based upon a final remediation evaluation
13 meeting the applicable standards and requirements
14 of the school district's evaluation plan; and

15 (iv) that if the second evaluator selected
16 pursuant to paragraph (3) of subsection (c) of this
17 Section does not conduct the mid-point and final
18 evaluation and makes an independent assessment
19 that the teacher completed the remediation plan
20 with a rating equal to or better than a
21 "Proficient" rating, the school district must
22 demonstrate that the final remediation evaluation
23 is a more valid assessment of the teacher's
24 performance than the assessment made by the second
25 evaluator.

26 (B) The teacher may only challenge the substantive

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

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

22 (3) Each party shall be given only 2 days to present
23 evidence and testimony relating to the scope of the
24 hearing, unless a longer period is mutually agreed to by
25 the parties or deemed necessary by the hearing officer to
26 enable a party to present adequate evidence and testimony

1 to address the scope of the hearing, including due to the
2 other party's cross-examination of the party's witnesses.

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

14 The State Board of Education shall adopt rules regarding
15 the length of the hearing officer's findings of fact and
16 recommendation. If a hearing officer fails without good cause,
17 specifically provided in writing to both parties and the State
18 Board of Education, to render a recommendation within 30 days
19 after the hearing is concluded or the record is closed,
20 whichever is later, the parties may mutually agree to select a
21 hearing officer pursuant to the alternative procedure, as
22 provided in Section 24-12 or 34-85, to rehear the charges heard
23 by the hearing officer who failed to render a recommendation or
24 to review the record and render a recommendation. If any
25 hearing officer fails without good cause, specifically
26 provided in writing to both parties and the State Board of

1 Education, to render a recommendation within 30 days after the
2 hearing is concluded or the record is closed, whichever is
3 later, the hearing officer shall be removed from the master
4 list of hearing officers maintained by the State Board of
5 Education for not more than 24 months. The parties and the
6 State Board of Education may also take such other actions as it
7 deems appropriate, including recovering, reducing, or
8 withholding any fees paid or to be paid to the hearing officer.
9 If any hearing officer repeats such failure, he or she shall be
10 permanently removed from the master list of hearing officers
11 maintained by the State Board of Education.

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

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

1 this Section. The decision of the board is final, unless
2 reviewed as provided in subsection (g) of this Section.

3 If the board retains the teacher, the board shall enter a
4 written order stating the amount of back pay and lost benefits,
5 less mitigation, to be paid to the teacher, within 45 days of
6 its retention order.

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

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

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

1 and

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

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

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

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

20 (115 ILCS 5/12) (from Ch. 48, par. 1712)

21 Sec. 12. Impasse procedures.

22 (a) This subsection (a) applies only to collective
23 bargaining between an educational employer that is not a public
24 school district organized under Article 34 of the School Code

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

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

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

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

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

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

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

24 (1) Any time 15 days after mediation has commenced,
25 either party may initiate the public posting process
26 ~~declare an impasse~~. The mediator may initiate the public

1 posting process ~~declare an impasse~~ at any time 15 days
2 after mediation has commenced during the mediation
3 process. Initiation of the public posting process
4 ~~Notification of an impasse~~ must be filed in writing with
5 the Board, and copies ~~of the notification~~ must be submitted
6 to the parties on the same day the initiation notification
7 is filed with the Board.

8 (2) Within 7 days after the initiation of the public
9 posting process ~~declaration of impasse~~, each party shall
10 submit to the mediator, the Board, and the other party in
11 writing the most recent final offer of the party, including
12 a cost summary of the offer. Seven days after receipt of
13 the parties' ~~final~~ offers, the Board shall make public the
14 ~~final~~ offers and each party's cost summary dealing with
15 those issues on which the parties have failed to reach
16 agreement by immediately posting the offers on its Internet
17 website, unless otherwise notified by the mediator or
18 jointly by the parties that agreement has been reached. On
19 the same day of publication by the Board mediator, at a
20 minimum, the school district shall distribute notice of the
21 availability of the offers on the Board's Internet website
22 to all news media that have filed an annual request for
23 notices from the school district pursuant to Section 2.02
24 of the Open Meetings Act. The parties' offers shall remain
25 on the Board's Internet website until the parties have
26 reached and ratified an agreement.

1 (a-10) This subsection (a-10) applies only to collective
2 bargaining between a public school district organized under
3 Article 34 of the School Code and an exclusive representative
4 of its employees.

5 (1) For collective bargaining agreements between an
6 educational employer to which this subsection (a-10)
7 applies and an exclusive representative of its employees,
8 if the parties fail to reach an agreement after a
9 reasonable period of mediation, the dispute shall be
10 submitted to fact-finding in accordance with this
11 subsection (a-10). Either the educational employer or the
12 exclusive representative may initiate fact-finding by
13 submitting a written demand to the other party with a copy
14 of the demand submitted simultaneously to the Board.

15 (2) Within 3 days following a party's demand for
16 fact-finding, each party shall appoint one member of the
17 fact-finding panel, unless the parties agree to proceed
18 without a tri-partite panel. Following these appointments,
19 if any, the parties shall select a qualified impartial
20 individual to serve as the fact-finder and chairperson of
21 the fact-finding panel, if applicable. An individual shall
22 be considered qualified to serve as the fact-finder and
23 chairperson of the fact-finding panel, if applicable, if he
24 or she was not the same individual who was appointed as the
25 mediator and if he or she satisfies the following
26 requirements: membership in good standing with the

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

18 (3) The fact-finder shall have the following duties and
19 powers:

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

23 (B) to identify disputed issues that are economic
24 in nature;

25 (C) to meet with the parties either separately or
26 in executive sessions;

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

3 (E) to request the Board to issue subpoenas
4 requiring the attendance and testimony of witnesses or
5 the production of evidence;

6 (F) to administer oaths and affirmations;

7 (G) to examine witnesses and documents;

8 (H) to create a full and complete written record of
9 the hearings;

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

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

15 (K) to employ any other measures deemed
16 appropriate to resolve the impasse.

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

26 (A) the lawful authority of the employer;

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

3 (C) prior collective bargaining agreements and the
4 bargaining history between the parties;

5 (D) stipulations of the parties;

6 (E) the interests and welfare of the public and the
7 students and families served by the employer;

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

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

17 (H) the present and future general economic
18 conditions in the locality and State;

19 (I) a comparison of the wages, hours, and
20 conditions of employment of the employees involved in
21 the dispute with the wages, hours, and conditions of
22 employment of employees performing similar services in
23 public education in the 10 largest U.S. cities;

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

1 (K) the overall compensation presently received by
2 the employees involved in the dispute, including
3 direct wage compensation; vacations, holidays, and
4 other excused time; insurance and pensions; medical
5 and hospitalization benefits; the continuity and
6 stability of employment and all other benefits
7 received; and how each party's proposed compensation
8 structure supports the educational goals of the
9 district;

10 (L) changes in any of the circumstances listed in
11 items (A) through (K) of this paragraph (4) during the
12 fact-finding proceedings;

13 (M) the effect that any term the parties are at
14 impasse on has or may have on the overall educational
15 environment, learning conditions, and working
16 conditions with the school district; and

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

20 (5) The fact-finding panel's recommended terms of
21 settlement shall be deemed agreed upon by the parties as
22 the final resolution of the disputed issues and
23 incorporated into the collective bargaining agreement
24 executed by the parties, unless either party tenders to the
25 other party and the chairperson of the fact-finding panel a
26 notice of rejection of the recommended terms of settlement

1 with a rationale for the rejection, within 15 days after
2 the date of issuance of the fact-finding panel's report. If
3 either party submits a notice of rejection, the chairperson
4 of the fact-finding panel shall publish the fact-finding
5 panel's report and the notice of rejection for public
6 information by delivering a copy to all newspapers of
7 general circulation in the community with simultaneous
8 written notice to the parties.

9 (b) If, after a period of bargaining of at least 60 days, a
10 dispute or impasse exists between an educational employer whose
11 territorial boundaries are coterminous with those of a city
12 having a population in excess of 500,000 and the exclusive
13 bargaining representative over a subject or matter set forth in
14 Section 4.5 of this Act, the parties shall submit the dispute
15 or impasse to the dispute resolution procedure agreed to
16 between the parties. The procedure shall provide for mediation
17 of disputes by a rotating mediation panel and may, at the
18 request of either party, include the issuance of advisory
19 findings of fact and recommendations.

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

1 expenses of complying with this Section must be borne by the
2 party incurring them.

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

7 (d) Nothing in this Act prevents an employer and an
8 exclusive bargaining representative from mutually submitting
9 to final and binding impartial arbitration unresolved issues
10 concerning the terms of a new collective bargaining agreement.
11 (Source: P.A. 97-7, eff. 6-13-11; 97-8, eff. 6-13-11.)

12 (115 ILCS 5/13) (from Ch. 48, par. 1713)

13 Sec. 13. Strikes.

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

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

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

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

19 (2) mediation has been used without success and, for
20 educational employers and exclusive bargaining
21 representatives to which ~~if an impasse has been declared~~
22 ~~under~~ subsection (a-5) of Section 12 of this Act applies,
23 at least 14 days have elapsed after the Board mediator has
24 made public the parties' final offers;

25 (2.5) if fact-finding was invoked pursuant to
26 subsection (a-10) of Section 12 of this Act, at least 30

1 days have elapsed after a fact-finding report has been
2 released for public information;

3 (2.10) for educational employees employed in a school
4 district organized under Article 34 of the School Code, at
5 least three-fourths of all bargaining unit employees who
6 are members of the exclusive bargaining representative
7 have affirmatively voted to authorize the strike;
8 provided, however, that all members of the exclusive
9 bargaining representative at the time of a strike
10 authorization vote shall be eligible to vote;

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

16 (4) the collective bargaining agreement between the
17 educational employer and educational employees, if any,
18 has expired or been terminated; and

19 (5) the employer and the exclusive bargaining
20 representative have not mutually submitted the unresolved
21 issues to arbitration.

22 If, however, in the opinion of an employer the strike is or
23 has become a clear and present danger to the health or safety
24 of the public, the employer may initiate in the circuit court
25 of the county in which such danger exists an action for relief
26 which may include, but is not limited to, injunction. The court

1 may grant appropriate relief upon the finding that such clear
2 and present danger exists. An unfair practice or other evidence
3 of lack of clean hands by the educational employer is a defense
4 to such action. Except as provided for in this paragraph, the
5 jurisdiction of the court under this Section is limited by the
6 Labor Dispute Act.

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