

AN ACT concerning education.

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

Section 10. The School Code is amended by changing Sections 24A-2, 24A-4, 24A-5, 24A-7, 34-8.1, 34-85, and 34-85b and by adding Section 34-85c as follows:

(105 ILCS 5/24A-2) (from Ch. 122, par. 24A-2)

Sec. 24A-2. Application. The provisions of this Article shall apply to all public school districts organized and operating pursuant to the provisions of this Code, including special charter districts and those school districts operating in accordance with Article 34, except that this Section does not apply to teachers assigned to schools identified in an agreement entered into between the board of a school district operating under Article 34 and the exclusive representative of the district's teachers in accordance with Section 34-85c of this Code.

(Source: P.A. 84-972.)

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

Sec. 24A-4. Development and submission of evaluation plan. As used in this and the succeeding Sections, "teacher" means any and all school district employees regularly required to be

certified under laws relating to the certification of teachers. Each school district shall develop, in cooperation with its teachers or, where applicable, the exclusive bargaining representatives of its teachers, an evaluation plan for all teachers in contractual continued service. The district shall, no later than October 1, 1986, submit a copy of its evaluation plan to the State Board of Education, which shall review the plan and make public its comments thereon, and the district shall at the same time provide a copy to the exclusive bargaining representatives. Whenever any substantive change is made in a district's evaluation plan, the new plan shall be submitted to the State Board of Education for review and comment, and the district shall at the same time provide a copy of any such new plan to the exclusive bargaining representatives. The board of a school district operating under Article 34 of this Code and the exclusive representative of the district's teachers shall submit a certified copy of an agreement entered into under Section 34-85c of this Code to the State Board of Education, and that agreement shall constitute the teacher evaluation plan for teachers assigned to schools identified in that agreement. Whenever any substantive change is made in an agreement entered into under Section 34-85c of this Code by the board of a school district operating under Article 34 of this Code and the exclusive representative of the district's teachers, the new agreement shall be submitted to the State Board of Education.

(Source: P.A. 85-1163.)

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

Sec. 24A-5. Content of evaluation plans. This Section does not apply to teachers assigned to schools identified in an agreement entered into between the board of a school district operating under Article 34 of this Code and the exclusive representative of the district's teachers in accordance with Section 34-85c of this Code. Each school district to which this Article applies shall establish a teacher evaluation plan which ensures that each teacher in contractual continued service is evaluated at least once in the course of every 2 school years, beginning with the 1986-87 school year.

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

The plan shall include a description of each teacher's duties and responsibilities and of the standards to which that teacher is expected to conform.

The plan may provide for evaluation of personnel whose positions require administrative certification by independent evaluators not employed by or affiliated with the school district. The results of the school district administrators' evaluations shall be reported to the employing school board, together with such recommendations for remediation as the evaluator or evaluators may deem appropriate.

Evaluation of teachers whose positions do not require administrative certification shall be conducted by an administrator qualified under Section 24A-3, or -- in school districts having a population exceeding 500,000 -- by either an administrator qualified under Section 24A-3 or an assistant principal under the supervision of an administrator qualified under Section 24A-3, and shall include at least the following components:

(a) personal observation of the teacher in the classroom (on at least 2 different school days in school districts having a population exceeding 500,000) by a district administrator qualified under Section 24A-3, or -- in school districts having a population exceeding 500,000 -- by either an administrator qualified under Section 24A-3 or an assistant principal under the supervision of an administrator qualified under Section 24A-3, unless the teacher has no classroom duties.

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

(c) rating of the teacher's performance as "excellent", "satisfactory" or "unsatisfactory".

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

(e) inclusion of a copy of the evaluation in the

teacher's personnel file and provision of a copy to the teacher.

(f) within 30 days after completion of an evaluation rating a teacher as "unsatisfactory", development and commencement by the district, or by an administrator qualified under Section 24A-3 or an assistant principal under the supervision of an administrator qualified under Section 24A-3 in school districts having a population exceeding 500,000, of a remediation plan designed to correct deficiencies cited, provided the deficiencies are deemed remediable. In all school districts the remediation plan for unsatisfactory, tenured teachers shall provide for 90 school days of remediation within the classroom. In all school districts evaluations issued pursuant to this Section shall be issued within 10 days after the conclusion of the respective remediation plan. However, the school board or other governing authority of the district shall not lose jurisdiction to discharge a teacher in the event the evaluation is not issued within 10 days after the conclusion of the respective remediation plan.

(g) participation in the remediation plan by the teacher rated "unsatisfactory", a district administrator qualified under Section 24A-3 (or -- in a school district having a population exceeding 500,000 -- an administrator qualified under Section 24A-3 or an assistant principal under the supervision of an administrator qualified under

Section 24A-3), and a consulting teacher, selected by the participating administrator or by the principal, or -- in school districts having a population exceeding 500,000 -- by an administrator qualified under Section 24A-3 or by an assistant principal under the supervision of an administrator qualified under Section 24A-3, of the teacher who was rated "unsatisfactory", which consulting teacher is an educational employee as defined in the Educational Labor Relations Act, has at least 5 years' teaching experience and a reasonable familiarity with the assignment of the teacher being evaluated, and who received an "excellent" rating on his or her most recent evaluation. Where no teachers who meet these criteria are available within the district, the district shall request and the State Board of Education shall supply, to participate in the remediation process, an individual who meets these criteria.

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

qualification, the State Board shall determine qualification.

(h) evaluations and ratings once every 30 school days for the 90 school day remediation period immediately following receipt of a remediation plan provided for under subsections (f) and (g) of this Section; provided that in school districts having a population exceeding 500,000 there shall be monthly evaluations and ratings for the first 6 months and quarterly evaluations and ratings for the next 6 months immediately following completion of the remediation program of a teacher for whom a remediation plan has been developed. These subsequent evaluations shall be conducted by the participating administrator, or -- in school districts having a population exceeding 500,000 -- by either the principal or by an assistant principal under the supervision of an administrator qualified under Section 24A-3. The consulting teacher shall provide advice to the teacher rated "unsatisfactory" on how to improve teaching skills and to successfully complete the remediation plan. The consulting teacher shall participate in developing the remediation plan, but the final decision as to the evaluation shall be done solely by the administrator, or -- in school districts having a population exceeding 500,000 -- by either the principal or by an assistant principal under the supervision of an administrator qualified under Section

24A-3, unless an applicable collective bargaining agreement provides to the contrary. Teachers in the remediation process in a school district having a population exceeding 500,000 are not subject to the annual evaluations described in paragraphs (a) through (e) of this Section. Evaluations at the conclusion of the remediation process shall be separate and distinct from the required annual evaluations of teachers and shall not be subject to the guidelines and procedures relating to those annual evaluations. The evaluator may but is not required to use the forms provided for the annual evaluation of teachers in the district's evaluation plan.

(i) in school districts having a population of less than 500,000, reinstatement to a schedule of biennial evaluation for any teacher who completes the 90 school day remediation plan with a "satisfactory" or better rating, unless the district's plan regularly requires more frequent evaluations; and in school districts having a population exceeding 500,000, reinstatement to a schedule of biennial evaluation for any teacher who completes the 90 school day remediation plan with a "satisfactory" or better rating and the one year intensive review schedule as provided in paragraph (h) of this Section with a "satisfactory" or better rating, unless such district's plan regularly requires more frequent evaluations.

(j) dismissal in accordance with Section 24-12 or 34-85

of The School Code of any teacher who fails to complete any applicable remediation plan with a "satisfactory" or better rating. Districts and teachers subject to dismissal hearings are precluded from compelling the testimony of consulting teachers at such hearings under Section 24-12 or 34-85, either as to the rating process or for opinions of performances by teachers under remediation.

In a district subject to a collective bargaining agreement as of the effective date of this amendatory Act of 1997, any changes made by this amendatory Act to the provisions of this Section that are contrary to the express terms and provisions of that agreement shall go into effect in that district only upon expiration of that agreement. Thereafter, collectively bargained evaluation plans shall at a minimum meet the standards of this Article. If such a district has an evaluation plan, however, whether pursuant to the collective bargaining agreement or otherwise, a copy of that plan shall be submitted to the State Board of Education for review and comment, in accordance with Section 24A-4.

Nothing in this Section shall be construed as preventing immediate dismissal of a teacher for deficiencies which are deemed irreparable or for actions which are injurious to or endanger the health or person of students in the classroom or school. Failure to strictly comply with the time requirements contained in Section 24A-5 shall not invalidate the results of the remediation plan.

(Source: P.A. 89-15, eff. 5-30-95; 90-548, eff. 1-1-98; 90-653, eff. 7-29-98.)

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

Sec. 24A-7. Rules. The State Board of Education is authorized to adopt such rules as are deemed necessary to implement and accomplish the purposes and provisions of this Article, except that these rules shall not apply to teachers assigned to schools identified in an agreement entered into between the board of a school district operating under Article 34 of this Code and the exclusive representative of the district's teachers in accordance with Section 34-85c of this Code.

(Source: P.A. 84-972.)

(105 ILCS 5/34-8.1) (from Ch. 122, par. 34-8.1)

Sec. 34-8.1. Principals. Principals shall be employed to supervise the operation of each attendance center. Their powers and duties shall include but not be limited to the authority (i) to direct, supervise, evaluate, and suspend with or without pay or otherwise discipline all teachers, assistant principals, and other employees assigned to the attendance center in accordance with board rules and policies and (ii) to direct all other persons assigned to the attendance center pursuant to a contract with a third party to provide services to the school system. The right to employ, discharge, and

layoff shall be vested solely with the board, provided that decisions to discharge or suspend non-certified employees, including disciplinary layoffs, and the termination of certified employees from employment pursuant to a layoff or reassignment policy are subject to review under the grievance resolution procedure adopted pursuant to subsection (c) of Section 10 of the Illinois Educational Labor Relations Act. The grievance resolution procedure adopted by the board shall provide for final and binding arbitration, and, notwithstanding any other provision of law to the contrary, the arbitrator's decision may include all make-whole relief, including without limitation reinstatement. The principal shall fill positions by appointment as provided in this Section and may make recommendations to the board regarding the employment, discharge, or layoff of any individual. The authority of the principal shall include the authority to direct the hours during which the attendance center shall be open and available for use provided the use complies with board rules and policies, to determine when and what operations shall be conducted within those hours, and to schedule staff within those hours. Under the direction of, and subject to the authority of the principal, the Engineer In Charge shall be accountable for the safe, economical operation of the plant and grounds and shall also be responsible for orientation, training, and supervising the work of Engineers, Trainees, school maintenance assistants, custodial workers and other

plant operation employees under his or her direction.

There shall be established by the board a system of semi-annual evaluations conducted by the principal as to performance of the engineer in charge. Nothing in this Section shall prevent the principal from conducting additional evaluations. An overall numerical rating shall be given by the principal based on the evaluation conducted by the principal. An unsatisfactory numerical rating shall result in disciplinary action, which may include, without limitation and in the judgment of the principal, loss of promotion or bidding procedure, reprimand, suspension with or without pay, or recommended dismissal. The board shall establish procedures for conducting the evaluation and reporting the results to the engineer in charge.

Under the direction of, and subject to the authority of, the principal, the Food Service Manager is responsible at all times for the proper operation and maintenance of the lunch room to which he is assigned and shall also be responsible for the orientation, training, and supervising the work of cooks, bakers, porters, and lunchroom attendants under his or her direction.

There shall be established by the Board a system of semi-annual evaluations conducted by the principal as to the performance of the food service manager. Nothing in this Section shall prevent the principal from conducting additional evaluations. An overall numerical rating shall be given by the

principal based on the evaluation conducted by the principal. An unsatisfactory numerical rating shall result in disciplinary action which may include, without limitation and in the judgment of the principal, loss of promotion or bidding procedure, reprimand, suspension with or without pay, or recommended dismissal. The board shall establish rules for conducting the evaluation and reporting the results to the food service manager.

Nothing in this Section shall be interpreted to require the employment or assignment of an Engineer-In-Charge or a Food Service Manager for each attendance center.

Principals shall be employed to supervise the educational operation of each attendance center. If a principal is absent due to extended illness or leave or absence, an assistant principal may be assigned as acting principal for a period not to exceed 100 school days. Each principal shall assume administrative responsibility and instructional leadership, in accordance with reasonable rules and regulations of the board, for the planning, operation and evaluation of the educational program of the attendance center to which he is assigned. The principal shall submit recommendations to the general superintendent concerning the appointment, dismissal, retention, promotion, and assignment of all personnel assigned to the attendance center; provided, that from and after September 1, 1989: (i) if any vacancy occurs in a position at the attendance center or if an additional or new position is

created at the attendance center, that position shall be filled by appointment made by the principal in accordance with procedures established and provided by the Board whenever the majority of the duties included in that position are to be performed at the attendance center which is under the principal's supervision, and each such appointment so made by the principal shall be made and based upon merit and ability to perform in that position without regard to seniority or length of service, provided, that such appointments shall be subject to the Board's desegregation obligations, including but not limited to the Consent Decree and Desegregation Plan in U.S. v. Chicago Board of Education; (ii) the principal shall submit recommendations based upon merit and ability to perform in the particular position, without regard to seniority or length of service, to the general superintendent concerning the appointment of any teacher, teacher aide, counselor, clerk, hall guard, security guard and any other personnel which is to be made by the general superintendent whenever less than a majority of the duties of that teacher, teacher aide, counselor, clerk, hall guard, and security guard and any other personnel are to be performed at the attendance center which is under the principal's supervision; and (iii) subject to law and the applicable collective bargaining agreements, the authority and responsibilities of a principal with respect to the evaluation of all teachers and other personnel assigned to an attendance center shall commence immediately upon his or her

appointment as principal of the attendance center, without regard to the length of time that he or she has been the principal of that attendance center.

Notwithstanding the existence of any other law of this State, nothing in this Act shall prevent the board from entering into a contract with a third party for services currently performed by any employee or bargaining unit member.

Notwithstanding any other provision of this Article, each principal may approve contracts, binding on the board, in the amount of no more than \$10,000, if the contract is endorsed by the Local School Council.

Unless otherwise prohibited by law or by rule of the board, the principal shall provide to local school council members copies of all internal audits and any other pertinent information generated by any audits or reviews of the programs and operation of the attendance center.

Each principal shall hold a valid administrative certificate issued or exchanged in accordance with Article 21 and endorsed as required by that Article for the position of principal. The board may establish or impose academic, educational, examination, and experience requirements and criteria that are in addition to those established and required by Article 21 for issuance of a valid certificate endorsed for the position of principal as a condition of the nomination, selection, appointment, employment, or continued employment of a person as principal of any attendance center, or as a

condition of the renewal of any principal's performance contract.

The board shall specify in its formal job description for principals, and from and after July 1, 1990 shall specify in the 4 year performance contracts for use with respect to all principals, that his or her primary responsibility is in the improvement of instruction. A majority of the time spent by a principal shall be spent on curriculum and staff development through both formal and informal activities, establishing clear lines of communication regarding school goals, accomplishments, practices and policies with parents and teachers. The principal, with the assistance of the local school council, shall develop a school improvement plan as provided in Section 34-2.4 and, upon approval of the plan by the local school council, shall be responsible for directing implementation of the plan. The principal, with the assistance of the professional personnel leadership committee, shall develop the specific methods and contents of the school's curriculum within the board's system-wide curriculum standards and objectives and the requirements of the school improvement plan. The board shall ensure that all principals are evaluated on their instructional leadership ability and their ability to maintain a positive education and learning climate. It shall also be the responsibility of the principal to utilize resources of proper law enforcement agencies when the safety and welfare of students and teachers are threatened by illegal

use of drugs and alcohol, by illegal use or possession of weapons, or by illegal gang activity.

Nothing in this Section shall prohibit the board and the exclusive representative of the district's teachers from entering into an agreement under Section 34-85c of this Code to establish alternative procedures for teacher evaluation, remediation, and removal for cause after remediation, including an alternative system for peer evaluation and recommendations, for teachers assigned to schools identified in that agreement.

On or before October 1, 1989, the Board of Education, in consultation with any professional organization representing principals in the district, shall promulgate rules and implement a lottery for the purpose of determining whether a principal's existing performance contract (including the performance contract applicable to any principal's position in which a vacancy then exists) expires on June 30, 1990 or on June 30, 1991, and whether the ensuing 4 year performance contract begins on July 1, 1990 or July 1, 1991. The Board of Education shall establish and conduct the lottery in such manner that of all the performance contracts of principals (including the performance contracts applicable to all principal positions in which a vacancy then exists), 50% of such contracts shall expire on June 30, 1990, and 50% shall expire on June 30, 1991. All persons serving as principal on May 1, 1989, and all persons appointed as principal after May

1, 1989 and prior to July 1, 1990 or July 1, 1991, in a manner other than as provided by Section 34-2.3, shall be deemed by operation of law to be serving under a performance contract which expires on June 30, 1990 or June 30, 1991; and unless such performance contract of any such principal is renewed (or such person is again appointed to serve as principal) in the manner provided by Section 34-2.2 or 34-2.3, the employment of such person as principal shall terminate on June 30, 1990 or June 30, 1991.

Commencing on July 1, 1990, or on July 1, 1991, and thereafter, the principal of each attendance center shall be the person selected in the manner provided by Section 34-2.3 to serve as principal of that attendance center under a 4 year performance contract. All performance contracts of principals expiring after July 1, 1990, or July 1, 1991, shall commence on the date specified in the contract, and the renewal of their performance contracts and the appointment of principals when their performance contracts are not renewed shall be governed by Sections 34-2.2 and 34-2.3. Whenever a vacancy in the office of a principal occurs for any reason, the vacancy shall be filled by the selection of a new principal to serve under a 4 year performance contract in the manner provided by Section 34-2.3.

The board of education shall develop and prepare, in consultation with the organization representing principals, a performance contract for use at all attendance centers, and

shall furnish the same to each local school council. The term of the performance contract shall be 4 years, unless the principal is retained by the decision of a hearing officer pursuant to subdivision 1.5 of Section 34-2.3, in which case the contract shall be extended for 2 years. The performance contract of each principal shall consist of the uniform performance contract, as developed or from time to time modified by the board, and such additional criteria as are established by a local school council pursuant to Section 34-2.3 for the performance contract of its principal.

During the term of his or her performance contract, a principal may be removed only as provided for in the performance contract except for cause. He or she shall also be obliged to follow the rules of the board of education concerning conduct and efficiency.

In the event the performance contract of a principal is not renewed or a principal is not reappointed as principal under a new performance contract, or in the event a principal is appointed to any position of superintendent or higher position, or voluntarily resigns his position of principal, his or her employment as a principal shall terminate and such former principal shall not be reinstated to the position from which he or she was promoted to principal, except that he or she, if otherwise qualified and certified in accordance with Article 21, shall be placed by the board on appropriate eligibility lists which it prepares for use in the filling of vacant or

additional or newly created positions for teachers. The principal's total years of service to the board as both a teacher and a principal, or in other professional capacities, shall be used in calculating years of experience for purposes of being selected as a teacher into new, additional or vacant positions.

In the event the performance contract of a principal is not renewed or a principal is not reappointed as principal under a new performance contract, such principal shall be eligible to continue to receive his or her previously provided level of health insurance benefits for a period of 90 days following the non-renewal of the contract at no expense to the principal, provided that such principal has not retired.

(Source: P.A. 93-3, eff. 4-16-03; 93-48, eff. 7-1-03; revised 9-11-03.)

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

Sec. 34-85. Removal for cause; Notice and hearing; Suspension. No teacher employed by the board of education shall (after serving the probationary period specified in Section 34-84) be removed except for cause. Teachers (who have completed the probationary period specified in Section 34-84 of this Code) shall be removed for cause in accordance with the procedures set forth in this Section or such other procedures established in an agreement entered into between the board and the exclusive representative of the district's teachers under

Section 34-85c of this Code for teachers (who have completed the probationary period specified in Section 34-84 of this Code) assigned to schools identified in that agreement. No principal employed by the board of education shall be removed during the term of his or her performance contract except for cause, which may include but is not limited to the principal's repeated failure to implement the school improvement plan or to comply with the provisions of the Uniform Performance Contract, including additional criteria established by the Council for inclusion in the performance contract pursuant to Section 34-2.3.

The general superintendent must first approve written charges and specifications against the teacher or principal. A local school council may direct the general superintendent to approve written charges against its principal on behalf of the Council upon the vote of 7 members of the Council. The general superintendent must approve those charges within 45 days or provide a written reason for not approving those charges. A written notice of those charges shall be served upon the teacher or principal within 10 days of the approval of the charges. If the teacher or principal cannot be found upon diligent inquiry, such charges may be served upon him by mailing a copy thereof in a sealed envelope by prepaid certified mail, return receipt requested, to the teacher's or principal's last known address. A return receipt showing delivery to such address within 20 days after the date of the

approval of the charges shall constitute proof of service.

No hearing upon the charges is required unless the teacher or principal within 10 days after receiving notice requests in writing of the general superintendent that a hearing be scheduled, in which case the general superintendent shall schedule a hearing on those charges before a disinterested hearing officer on a date no less than 15 nor more than 30 days after the approval of the charges. The general superintendent shall forward a copy of the notice to the State Board of Education within 5 days from the date of the approval of the charges. Within 10 days after receiving the notice of hearing, the State Board of Education shall provide the teacher or principal and the general superintendent with a list of 5 prospective, impartial hearing officers. Each person on the list must be accredited by a national arbitration organization and have had a minimum of 5 years of experience as an arbitrator in cases involving labor and employment relations matters between educational employers and educational employees or their exclusive bargaining representatives.

The general superintendent and the teacher or principal or their legal representatives within 3 days from receipt of the list shall alternately strike one name from the list until only one name remains. Unless waived by the teacher, the teacher or principal shall have the right to proceed first with the striking. Within 3 days of receipt of the first list provided by the State Board of Education, the general superintendent and

the teacher or principal or their legal representatives shall each have the right to reject all prospective hearing officers named on the first list and to require the State Board of Education to provide a second list of 5 prospective, impartial hearing officers, none of whom were named on the first list. Within 5 days after receiving this request for a second list, the State Board of Education shall provide the second list of 5 prospective, impartial hearing officers. The procedure for selecting a hearing officer from the second list shall be the same as the procedure for the first list. Each party shall promptly serve written notice on the other of any name stricken from the list. If the teacher or principal fails to do so, the general superintendent may select the hearing officer from any name remaining on the list. The teacher or principal may waive the hearing at any time prior to the appointment of the hearing officer. Notice of the selection of the hearing officer shall be given to the State Board of Education. The hearing officer shall be notified of his selection by the State Board of Education. A signed acceptance shall be filed with the State Board of Education within 5 days of receipt of notice of the selection. The State Board of Education shall notify the teacher or principal and the board of its appointment of the hearing officer. In the alternative to selecting a hearing officer from the first or second list received from the State Board of Education, the general superintendent and the teacher or principal or their legal representatives may mutually agree

to select an impartial hearing officer who is not on a list received from the State Board of Education, either by direct appointment by the parties or by using procedures for the appointment of an arbitrator established by the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall notify the State Board of Education of their intent to select a hearing officer using an alternative procedure within 3 days of receipt of a list of prospective hearing officers provided by the State Board of Education. Any person selected by the parties under this alternative procedure for the selection of a hearing officer shall have the same qualifications and authority as a hearing officer selected from a list provided by the State Board of Education. The teacher or principal may waive the hearing at any time prior to the appointment of the hearing officer. The State Board of Education shall promulgate uniform standards and rules of procedure for such hearings, including reasonable rules of discovery.

The per diem allowance for the hearing officer shall be paid by the State Board of Education. The hearing officer shall hold a hearing and render findings of fact and a recommendation to the general superintendent. The teacher or principal has the privilege of being present at the hearing with counsel and of cross-examining witnesses and may offer evidence and witnesses and present defenses to the charges. The hearing officer may issue subpoenas requiring the attendance of witnesses and, at

the request of the teacher or principal against whom a charge is made or the general superintendent, shall issue such subpoenas, but the hearing officer may limit the number of witnesses to be subpoenaed in behalf of the teacher or principal or the general superintendent to not more than 10 each. All testimony at the hearing shall be taken under oath administered by the hearing officer. The hearing officer shall cause a record of the proceedings to be kept and shall employ a competent reporter to take stenographic or stenotype notes of all the testimony. The costs of the reporter's attendance and services at the hearing shall be paid by the State Board of Education. Either party desiring a transcript of the hearing shall pay for the cost thereof.

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

Before service of notice of charges on account of causes that may be deemed to be remediable, the teacher or principal shall be given reasonable warning in writing, stating specifically the causes which, if not removed, may result in charges; however, no such written warning shall be required if the causes have been the subject of a remediation plan pursuant to Article 24A or where the board of education and the exclusive representative of the district's teachers have entered into an agreement pursuant to Section 34-85c of this

Code, pursuant to an alternative system of remediation. No written warning shall be required for conduct on the part of a teacher or principal which is cruel, immoral, negligent, or criminal or which in any way causes psychological or physical harm or injury to a student as that conduct is deemed to be irremediable. No written warning shall be required for a material breach of the uniform principal performance contract as that conduct is deemed to be irremediable; provided however, that not less than 30 days before the vote of the local school council to seek the dismissal of a principal for a material breach of a uniform principal performance contract, the local school council shall specify the nature of the alleged breach in writing and provide a copy of it to the principal.

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

The hearing officer shall within 45 days from the conclusion of the hearing report to the general superintendent findings of fact and a recommendation as to whether or not the teacher or principal shall be dismissed and shall give a copy of the report to both the teacher or principal and the general superintendent. The board, within 45 days of receipt of the hearing officer's findings of fact and recommendation, shall make a decision as to whether the teacher or principal shall be dismissed from its employ. The failure of the board to strictly adhere to the timeliness contained herein shall not render it without jurisdiction to dismiss the teacher or principal. If

the hearing officer fails to render a decision within 45 days, the State Board of Education shall communicate with the hearing officer to determine the date that the parties can reasonably expect to receive the decision. The State Board of Education shall provide copies of all such communications to the parties. In the event the hearing officer fails without good cause to make a decision within the 45 day period, the name of such hearing officer shall be struck for a period not less than 24 months from the master list of hearing officers maintained by the State Board of Education. The board shall not lose jurisdiction to discharge the teacher or principal if the hearing officer fails to render a decision within the time specified in this Section. If a hearing officer fails to render a decision within 3 months after the hearing is declared closed, the State Board of Education shall provide the parties with a new list of prospective, impartial hearing officers, with the same qualifications provided herein, one of whom shall be selected, as provided in this Section, to rehear the charges heard by the hearing officer who failed to render a decision. The parties may also select a hearing officer pursuant to the alternative procedure, as provided in this Section, to rehear the charges heard by the hearing officer who failed to render a decision. A violation of the professional standards set forth in "The Code of Professional Responsibility for Arbitrators of Labor-Management Disputes", of the National Academy of Arbitrators, the American Arbitration Association, and the

Federal Mediation and Conciliation Service, or the failure of a hearing officer to render a decision within 3 months after the hearing is declared closed shall be grounds for removal of the hearing officer from the master list of hearing officers maintained by the State Board of Education. The decision of the board is final unless reviewed as provided in Section 34-85b of this Act.

In the event judicial review is instituted, any costs of preparing and filing the record of proceedings shall be paid by the party instituting the review. If a decision of the board ~~hearing officer~~ is adjudicated upon review or appeal in favor of the teacher or principal, then the trial court shall order reinstatement and shall determine the amount for which the board is liable including but not limited to loss of income and costs incurred therein. Nothing in this Section affects the validity of removal for cause hearings commenced prior to the effective date of this amendatory Act of 1978.

(Source: P.A. 89-15, eff. 5-30-95.)

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

Sec. 34-85b. The provisions of the Administrative Review Law, and all amendments and modifications thereof and the rules adopted pursuant thereto, shall apply to and govern all proceedings instituted for the judicial review by either the employee, teacher, or ~~a~~ principal ~~or the board~~ of final administrative decisions of the board ~~hearing officer~~ under

Sections 34-15 and 34-85 of this Act. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure.

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

(105 ILCS 5/34-85c new)

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

(a) Notwithstanding any law to the contrary, the board and the exclusive representative of the district's teachers are hereby authorized to enter into an agreement to establish alternative procedures for teacher evaluation, remediation, and removal for cause after remediation, including an alternative system for peer evaluation and recommendations. Pursuant exclusively to that agreement, teachers assigned to schools identified in that agreement shall be subject to an alternative performance evaluation plan and remediation procedures in lieu of the plan and procedures set forth in Article 24A of this Code and alternative removal for cause standards and procedures in lieu of the removal standards and procedures set forth in Sections 34-85 and 34-85b of this Code. To the extent that the agreement provides a teacher with an opportunity for a hearing on removal for cause before an independent hearing officer in accordance with Sections 34-85 and 34-85b or otherwise, the hearing officer shall be governed

by the alternative performance evaluation plan, remediation procedures, and removal standards and procedures set forth in the agreement in making findings of fact and a recommendation.

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

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