



Sen. Iris Y. Martinez

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1 AMENDMENT TO SENATE BILL 8

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 8 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by changing Sections  
5 21B-75, 24-12, 27A-5, and 34-85 as follows:

6 (105 ILCS 5/21B-75)

7 Sec. 21B-75. Suspension or revocation of license.

8 (a) As used in this Section, "teacher" means any school  
9 district employee regularly required to be licensed, as  
10 provided in this Article, in order to teach or supervise in the  
11 public schools.

12 (b) Except as provided under subsection (b-5), the ~~The~~  
13 State Superintendent of Education has the exclusive authority,  
14 in accordance with this Section and any rules adopted by the  
15 State Board of Education, in consultation with the State  
16 Educator Preparation and Licensure Board, to initiate the

1 suspension of up to 5 calendar years or revocation of any  
2 license issued pursuant to this Article for abuse or neglect of  
3 a child, immorality, a condition of health detrimental to the  
4 welfare of pupils, incompetency, unprofessional conduct (which  
5 includes the failure to disclose on an employment application  
6 any previous conviction for a sex offense, as defined in  
7 Section 21B-80 of this Code, or any other offense committed in  
8 any other state or against the laws of the United States that,  
9 if committed in this State, would be punishable as a sex  
10 offense, as defined in Section 21B-80 of this Code), the  
11 neglect of any professional duty, willful failure to report an  
12 instance of suspected child abuse or neglect as required by the  
13 Abused and Neglected Child Reporting Act, or other just cause.  
14 Unprofessional conduct shall include the refusal to attend or  
15 participate in institutes, teachers' meetings, or professional  
16 readings or to meet other reasonable requirements of the  
17 regional superintendent of schools or State Superintendent of  
18 Education. Unprofessional conduct also includes conduct that  
19 violates the standards, ethics, or rules applicable to the  
20 security, administration, monitoring, or scoring of or the  
21 reporting of scores from any assessment test or examination  
22 administered under Section 2-3.64a-5 of this Code or that is  
23 known or intended to produce or report manipulated or  
24 artificial, rather than actual, assessment or achievement  
25 results or gains from the administration of those tests or  
26 examinations. Unprofessional conduct shall also include

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

12 (1) Whether the unsatisfactory evaluation ratings  
13 occurred prior to June 13, 2011 (the effective date of  
14 Public Act 97-8).

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

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

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

25 (5) The quality of the remediation plans associated  
26 with the unsatisfactory evaluation ratings and whether the

1 license holder successfully completed the remediation  
2 plans.

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

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

9 When initiating an action against one or more licenses, the  
10 State Superintendent may seek required professional  
11 development as a sanction in lieu of or in addition to  
12 suspension or revocation. Any such required professional  
13 development must be at the expense of the license holder, who  
14 may use, if available and applicable to the requirements  
15 established by administrative or court order, training,  
16 coursework, or other professional development funds in  
17 accordance with the terms of an applicable collective  
18 bargaining agreement entered into after June 13, 2011 (the  
19 effective date of Public Act 97-8), unless that agreement  
20 specifically precludes use of funds for such purpose.

21 (b-5) If an individual is dismissed by a school district  
22 for committing a physical or sexual act on a student, the State  
23 Educator Preparation and Licensure Board shall immediately  
24 suspend, pending revocation, any license issued to that  
25 individual under this Article. The State Superintendent of  
26 Education shall serve the individual written notice and afford

1 him or her the opportunity for a hearing on the proposed  
2 revocation.

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

1 service region where the educator is or was last employed and  
2 in accordance with rules adopted by the State Board of  
3 Education, in consultation with the State Educator Preparation  
4 and Licensure Board, and such rules shall include without  
5 limitation provisions for discovery and the sharing of  
6 information between parties prior to the hearing. The standard  
7 of proof for any administrative hearing held pursuant to this  
8 Section shall be by the preponderance of the evidence. The  
9 decision of the State Educator Preparation and Licensure Board  
10 is a final administrative decision and is subject to judicial  
11 review by appeal of either party.

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

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

25 (d) The State Superintendent of Education or his or her  
26 designee may initiate and conduct such investigations as may be

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

19 (e) All correspondence, documentation, and other  
20 information so received by the regional superintendent of  
21 schools, the State Superintendent of Education, the State Board  
22 of Education, or the State Educator Preparation and Licensure  
23 Board under this Section is confidential and must not be  
24 disclosed to third parties, except (i) as necessary for the  
25 State Superintendent of Education or his or her designee to  
26 investigate and prosecute pursuant to this Article, (ii)

1 pursuant to a court order, (iii) for disclosure to the license  
2 holder or his or her representative, or (iv) as otherwise  
3 required in this Article and provided that any such information  
4 admitted into evidence in a hearing is exempt from this  
5 confidentiality and non-disclosure requirement.

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

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

25 (h) The State Board of Education shall receive an annual  
26 line item appropriation to cover fees associated with the

1 investigation and prosecution of alleged educator misconduct  
2 and hearings related thereto.

3 (Source: P.A. 100-872, eff. 8-14-18.)

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

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

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

25 As between teachers who have entered upon contractual

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

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

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

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

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

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

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

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

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

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

1 placement into grouping 4.

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

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

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

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

5 Each board, including the governing board of a joint  
6 agreement, shall, in consultation with any exclusive employee  
7 representatives, each year establish a sequence of honorable  
8 dismissal list categorized by positions and the groupings  
9 defined in this subsection (b). Copies of the list showing each  
10 teacher by name and categorized by positions and the groupings  
11 defined in this subsection (b) must be distributed to the  
12 exclusive bargaining representative at least 75 days before the  
13 end of the school term, provided that the school district or  
14 joint agreement may, with notice to any exclusive employee  
15 representatives, move teachers from grouping one into another  
16 grouping during the period of time from 75 days until 45 days  
17 before the end of the school term. Each year, each board shall  
18 also establish, in consultation with any exclusive employee  
19 representatives, a list showing the length of continuing  
20 service of each teacher who is qualified to hold any such  
21 positions, unless an alternative method of determining a  
22 sequence of dismissal is established as provided for in this  
23 Section, in which case a list must be made in accordance with  
24 the alternative method. Copies of the list must be distributed  
25 to the exclusive employee representative at least 75 days  
26 before the end of the school term.

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

5 If the board or joint agreement has any vacancies for the  
6 following school term or within one calendar year from the  
7 beginning of the following school term, the positions thereby  
8 becoming available must be tendered to the teachers so removed  
9 or dismissed who were in groupings 3 or 4 of the sequence of  
10 dismissal and are qualified to hold the positions, based upon  
11 legal qualifications and any other qualifications established  
12 in a district or joint agreement job description, on or before  
13 the May 10 prior to the date of the positions becoming  
14 available, provided that if the number of honorable dismissal  
15 notices based on economic necessity exceeds 15% of the number  
16 of full-time equivalent positions filled by certified  
17 employees (excluding principals and administrative personnel)  
18 during the preceding school year, then the recall period is for  
19 the following school term or within 2 calendar years from the  
20 beginning of the following school term. If the board or joint  
21 agreement has any vacancies within the period from the  
22 beginning of the following school term through February 1 of  
23 the following school term (unless a date later than February 1,  
24 but no later than 6 months from the beginning of the following  
25 school term, is established in a collective bargaining  
26 agreement), the positions thereby becoming available must be

1 tendered to the teachers so removed or dismissed who were in  
2 grouping 2 of the sequence of dismissal due to one "needs  
3 improvement" rating on either of the teacher's last 2  
4 performance evaluation ratings, provided that, if 2 ratings are  
5 available, the other performance evaluation rating used for  
6 grouping purposes is "satisfactory", "proficient", or  
7 "excellent", and are qualified to hold the positions, based  
8 upon legal qualifications and any other qualifications  
9 established in a district or joint agreement job description,  
10 on or before the May 10 prior to the date of the positions  
11 becoming available. On and after July 1, 2014 (the effective  
12 date of Public Act 98-648) ~~this amendatory Act of the 98th~~  
13 ~~General Assembly~~, the preceding sentence shall apply to  
14 teachers removed or dismissed by honorable dismissal, even if  
15 notice of honorable dismissal occurred during the 2013-2014  
16 school year. Among teachers eligible for recall pursuant to the  
17 preceding sentence, the order of recall must be in inverse  
18 order of dismissal, unless an alternative order of recall is  
19 established in a collective bargaining agreement or contract  
20 between the board and a professional faculty members'  
21 organization. Whenever the number of honorable dismissal  
22 notices based upon economic necessity exceeds 5 notices or 150%  
23 of the average number of teachers honorably dismissed in the  
24 preceding 3 years, whichever is more, then the school board or  
25 governing board of a joint agreement, as applicable, shall also  
26 hold a public hearing on the question of the dismissals.

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

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

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

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

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

15 Any provisions regarding the sequence of honorable  
16 dismissals and recall of honorably dismissed teachers in a  
17 collective bargaining agreement entered into on or before  
18 January 1, 2011 and in effect on June 13, 2011 (the effective  
19 date of Public Act 97-8) ~~this amendatory Act of the 97th~~  
20 ~~General Assembly~~ that may conflict with Public Act 97-8 ~~this~~  
21 ~~amendatory Act of the 97th General Assembly~~ shall remain in  
22 effect through the expiration of such agreement or June 30,  
23 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) 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.

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

25 The provisions of the Open Meetings Act shall not apply to  
26 meetings of a joint committee created under this subsection

1 (c).

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

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

25 Before setting a hearing on charges stemming from  
26 causes that are considered remediable, a board must give

1 the teacher reasonable warning in writing, stating  
2 specifically the causes that, if not removed, may result in  
3 charges; however, no such written warning is required if  
4 the causes have been the subject of a remediation plan  
5 pursuant to Article 24A of this Code.

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

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

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

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

11 If notice to the teacher was sent before July 1, 2012  
12 or, if the notice was sent on or after July 1, 2012, the  
13 teacher has requested a hearing before a mutually selected  
14 hearing officer, the board and the teacher or their legal  
15 representatives within 3 business days shall alternately  
16 strike one name from the list provided by the State Board  
17 of Education until only one name remains. Unless waived by  
18 the teacher, the teacher shall have the right to proceed  
19 first with the striking. Within 3 business days of receipt  
20 of the list provided by the State Board of Education, the  
21 board and the teacher or their legal representatives shall  
22 each have the right to reject all prospective hearing  
23 officers named on the list and notify the State Board of  
24 Education of such rejection. Within 3 business days after  
25 receiving this notification, the State Board of Education  
26 shall appoint a qualified person from the master list who

1 did not appear on the list sent to the parties to serve as  
2 the hearing officer, unless the parties notify it that they  
3 have chosen to alternatively select a hearing officer under  
4 paragraph (4) of this subsection (d).

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

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

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

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

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

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

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

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

1 24A of this Code or shall report to the school board  
2 findings of fact and a recommendation as to whether or not  
3 the teacher must be dismissed for conduct. The hearing  
4 officer shall commence the hearing within 75 days and  
5 conclude the hearing within 120 days after being selected  
6 as the hearing officer, provided that the hearing officer  
7 may modify these timelines upon the showing of good cause  
8 or mutual agreement of the parties. Good cause for the  
9 purpose of this subsection (d) shall mean the illness or  
10 otherwise unavoidable emergency of the teacher, district  
11 representative, their legal representatives, the hearing  
12 officer, or an essential witness as indicated in each  
13 party's pre-hearing submission. In a dismissal hearing  
14 pursuant to Article 24A of this Code in which a witness is  
15 a student or is under the age of 18, the hearing officer  
16 must make accommodations for the witness, as provided under  
17 paragraph (6.5) of this subsection. The, —the hearing  
18 officer shall consider and give weight to all of the  
19 teacher's evaluations written pursuant to Article 24A that  
20 are relevant to the issues in the hearing.

21 Each party shall have no more than 3 days to present  
22 its case, unless extended by the hearing officer to enable  
23 a party to present adequate evidence and testimony,  
24 including due to the other party's cross-examination of the  
25 party's witnesses, for good cause or by mutual agreement of  
26 the parties. The State Board of Education shall define in

1 rules the meaning of "day" for such purposes. All testimony  
2 at the hearing shall be taken under oath administered by  
3 the hearing officer. The hearing officer shall cause a  
4 record of the proceedings to be kept and shall employ a  
5 competent reporter to take stenographic or stenotype notes  
6 of all the testimony. The costs of the reporter's  
7 attendance and services at the hearing shall be paid by the  
8 party or parties who are responsible for paying the fees  
9 and costs of the hearing officer. Either party desiring a  
10 transcript of the hearing shall pay for the cost thereof.  
11 Any post-hearing briefs must be submitted by the parties by  
12 no later than 21 days after a party's receipt of the  
13 transcript of the hearing, unless extended by the hearing  
14 officer for good cause or by mutual agreement of the  
15 parties.

16 (6.5) In the case of charges involving physical or  
17 sexual contact with a student or a person under the age of  
18 18, the hearing officer shall make alternative hearing  
19 procedures to protect a witness who is a student or who is  
20 under the age of 18 from being intimidated or traumatized.  
21 Alternative hearing procedures may include, but are not  
22 limited to: (i) testimony made via a telecommunication  
23 device in a location other than the hearing room and  
24 outside the physical presence of the teacher or the  
25 principal and other hearing participants, (ii) testimony  
26 outside the physical presence of the teacher or the

1       principal, or (iii) non-public testimony. A hearing  
2       officer shall admit an out-of-court statement made by a  
3       witness who is student or a person under the age of 18 if  
4       the statement concerns the teacher's or the principal's  
5       physical or sexual contact with the witness. The  
6       availability of the witness shall not bar the admission of  
7       the out-of-court statement into evidence. The hearing  
8       officer shall determine the weight to be afforded the  
9       statement based on an assessment of various indicia of its  
10       reliability.

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

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

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

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

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

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

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

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

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

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

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

22      (11) Subject to any later effective date referenced in  
23      this Section for a specific aspect of the dismissal  
24      process, the changes made by Public Act 97-8 shall apply to  
25      dismissals instituted on or after September 1, 2011. Any  
26      dismissal instituted prior to September 1, 2011 must be

1 carried out in accordance with the requirements of this  
2 Section prior to amendment by Public Act 97-8.

3 (e) Nothing contained in Public Act 98-648 ~~this amendatory~~  
4 ~~Act of the 98th General Assembly~~ repeals, supersedes,  
5 invalidates, or nullifies final decisions in lawsuits pending  
6 on July 1, 2014 (the effective date of Public Act 98-648) ~~this~~  
7 ~~amendatory Act of the 98th General Assembly~~ in Illinois courts  
8 involving the interpretation of Public Act 97-8.

9 (Source: P.A. 99-78, eff. 7-20-15; 100-768, eff. 1-1-19;  
10 revised 9-28-18.)

11 (105 ILCS 5/27A-5)

12 Sec. 27A-5. Charter school; legal entity; requirements.

13 (a) A charter school shall be a public, nonsectarian,  
14 nonreligious, non-home based, and non-profit school. A charter  
15 school shall be organized and operated as a nonprofit  
16 corporation or other discrete, legal, nonprofit entity  
17 authorized under the laws of the State of Illinois.

18 (b) A charter school may be established under this Article  
19 by creating a new school or by converting an existing public  
20 school or attendance center to charter school status. Beginning  
21 on April 16, 2003 (the effective date of Public Act 93-3), in  
22 all new applications to establish a charter school in a city  
23 having a population exceeding 500,000, operation of the charter  
24 school shall be limited to one campus. The changes made to this  
25 Section by Public Act 93-3 do not apply to charter schools

1 existing or approved on or before April 16, 2003 (the effective  
2 date of Public Act 93-3).

3 (b-5) In this subsection (b-5), "virtual-schooling" means  
4 a cyber school where students engage in online curriculum and  
5 instruction via the Internet and electronic communication with  
6 their teachers at remote locations and with students  
7 participating at different times.

8 From April 1, 2013 through December 31, 2016, there is a  
9 moratorium on the establishment of charter schools with  
10 virtual-schooling components in school districts other than a  
11 school district organized under Article 34 of this Code. This  
12 moratorium does not apply to a charter school with  
13 virtual-schooling components existing or approved prior to  
14 April 1, 2013 or to the renewal of the charter of a charter  
15 school with virtual-schooling components already approved  
16 prior to April 1, 2013.

17 On or before March 1, 2014, the Commission shall submit to  
18 the General Assembly a report on the effect of  
19 virtual-schooling, including without limitation the effect on  
20 student performance, the costs associated with  
21 virtual-schooling, and issues with oversight. The report shall  
22 include policy recommendations for virtual-schooling.

23 (c) A charter school shall be administered and governed by  
24 its board of directors or other governing body in the manner  
25 provided in its charter. The governing body of a charter school  
26 shall be subject to the Freedom of Information Act and the Open

1 Meetings Act.

2 (d) For purposes of this subsection (d), "non-curricular  
3 health and safety requirement" means any health and safety  
4 requirement created by statute or rule to provide, maintain,  
5 preserve, or safeguard safe or healthful conditions for  
6 students and school personnel or to eliminate, reduce, or  
7 prevent threats to the health and safety of students and school  
8 personnel. "Non-curricular health and safety requirement" does  
9 not include any course of study or specialized instructional  
10 requirement for which the State Board has established goals and  
11 learning standards or which is designed primarily to impart  
12 knowledge and skills for students to master and apply as an  
13 outcome of their education.

14 A charter school shall comply with all non-curricular  
15 health and safety requirements applicable to public schools  
16 under the laws of the State of Illinois. On or before September  
17 1, 2015, the State Board shall promulgate and post on its  
18 Internet website a list of non-curricular health and safety  
19 requirements that a charter school must meet. The list shall be  
20 updated annually no later than September 1. Any charter  
21 contract between a charter school and its authorizer must  
22 contain a provision that requires the charter school to follow  
23 the list of all non-curricular health and safety requirements  
24 promulgated by the State Board and any non-curricular health  
25 and safety requirements added by the State Board to such list  
26 during the term of the charter. Nothing in this subsection (d)

1 precludes an authorizer from including non-curricular health  
2 and safety requirements in a charter school contract that are  
3 not contained in the list promulgated by the State Board,  
4 including non-curricular health and safety requirements of the  
5 authorizing local school board.

6 (e) Except as otherwise provided in the School Code, a  
7 charter school shall not charge tuition; provided that a  
8 charter school may charge reasonable fees for textbooks,  
9 instructional materials, and student activities.

10 (f) A charter school shall be responsible for the  
11 management and operation of its fiscal affairs including, but  
12 not limited to, the preparation of its budget. An audit of each  
13 charter school's finances shall be conducted annually by an  
14 outside, independent contractor retained by the charter  
15 school. To ensure financial accountability for the use of  
16 public funds, on or before December 1 of every year of  
17 operation, each charter school shall submit to its authorizer  
18 and the State Board a copy of its audit and a copy of the Form  
19 990 the charter school filed that year with the federal  
20 Internal Revenue Service. In addition, if deemed necessary for  
21 proper financial oversight of the charter school, an authorizer  
22 may require quarterly financial statements from each charter  
23 school.

24 (g) A charter school shall comply with all provisions of  
25 this Article, the Illinois Educational Labor Relations Act, all  
26 federal and State laws and rules applicable to public schools

1 that pertain to special education and the instruction of  
2 English learners, and its charter. A charter school is exempt  
3 from all other State laws and regulations in this Code  
4 governing public schools and local school board policies;  
5 however, a charter school is not exempt from the following:

6 (1) Sections 10-21.9 and 34-18.5 of this Code regarding  
7 criminal history records checks and checks of the Statewide  
8 Sex Offender Database and Statewide Murderer and Violent  
9 Offender Against Youth Database of applicants for  
10 employment;

11 (2) Sections 10-20.14, 10-22.6, 24-24, 34-19, and  
12 34-84a of this Code regarding discipline of students;

13 (3) the Local Governmental and Governmental Employees  
14 Tort Immunity Act;

15 (4) Section 108.75 of the General Not For Profit  
16 Corporation Act of 1986 regarding indemnification of  
17 officers, directors, employees, and agents;

18 (5) the Abused and Neglected Child Reporting Act;

19 (5.5) subsection (b) of Section 10-23.12 and  
20 subsection (b) of Section 34-18.6 of this Code;

21 (6) the Illinois School Student Records Act;

22 (7) Section 10-17a of this Code regarding school report  
23 cards;

24 (8) the P-20 Longitudinal Education Data System Act;

25 (9) Section 27-23.7 of this Code regarding bullying  
26 prevention;

- 1           (10) Section 2-3.162 of this Code regarding student  
2           discipline reporting;
- 3           (11) Sections 22-80 and 27-8.1 of this Code;
- 4           (12) Sections 10-20.60 and 34-18.53 of this Code;
- 5           (13) Sections 10-20.63 and 34-18.56 of this Code; ~~and~~
- 6           (14) Section 26-18 of this Code; ~~and~~
- 7           (15) Section 22-30 of this Code; ~~and~~
- 8           (16) Sections 24-12 and 34-85 of this Code.

9           The change made by Public Act 96-104 to this subsection (g)  
10          is declaratory of existing law.

11          (h) A charter school may negotiate and contract with a  
12          school district, the governing body of a State college or  
13          university or public community college, or any other public or  
14          for-profit or nonprofit private entity for: (i) the use of a  
15          school building and grounds or any other real property or  
16          facilities that the charter school desires to use or convert  
17          for use as a charter school site, (ii) the operation and  
18          maintenance thereof, and (iii) the provision of any service,  
19          activity, or undertaking that the charter school is required to  
20          perform in order to carry out the terms of its charter.  
21          However, a charter school that is established on or after April  
22          16, 2003 (the effective date of Public Act 93-3) and that  
23          operates in a city having a population exceeding 500,000 may  
24          not contract with a for-profit entity to manage or operate the  
25          school during the period that commences on April 16, 2003 (the  
26          effective date of Public Act 93-3) and concludes at the end of

1 the 2004-2005 school year. Except as provided in subsection (i)  
2 of this Section, a school district may charge a charter school  
3 reasonable rent for the use of the district's buildings,  
4 grounds, and facilities. Any services for which a charter  
5 school contracts with a school district shall be provided by  
6 the district at cost. Any services for which a charter school  
7 contracts with a local school board or with the governing body  
8 of a State college or university or public community college  
9 shall be provided by the public entity at cost.

10 (i) In no event shall a charter school that is established  
11 by converting an existing school or attendance center to  
12 charter school status be required to pay rent for space that is  
13 deemed available, as negotiated and provided in the charter  
14 agreement, in school district facilities. However, all other  
15 costs for the operation and maintenance of school district  
16 facilities that are used by the charter school shall be subject  
17 to negotiation between the charter school and the local school  
18 board and shall be set forth in the charter.

19 (j) A charter school may limit student enrollment by age or  
20 grade level.

21 (k) If the charter school is approved by the Commission,  
22 then the Commission charter school is its own local education  
23 agency.

24 (Source: P.A. 99-30, eff. 7-10-15; 99-78, eff. 7-20-15; 99-245,  
25 eff. 8-3-15; 99-325, eff. 8-10-15; 99-456, eff. 9-15-16;  
26 99-642, eff. 7-28-16; 99-927, eff. 6-1-17; 100-29, eff. 1-1-18;

1 100-156, eff. 1-1-18; 100-163, eff. 1-1-18; 100-413, eff.  
2 1-1-18; 100-468, eff. 6-1-18; 100-726, eff. 1-1-19; 100-863,  
3 eff. 8-14-18; revised 10-5-18.)

4 (105 ILCS 5/34-85) (from Ch. 122, par. 34-85)

5 Sec. 34-85. Removal for cause; notice and hearing;  
6 suspension.

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

1 performance contract pursuant to Section 34-2.3.

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

24 (1) To initiate dismissal proceedings against a  
25 teacher or principal, the general superintendent must  
26 first approve written charges and specifications against

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

25 (2) No hearing upon the charges is required unless the  
26 teacher or principal within 17 calendar days after

1 receiving notice requests in writing of the general  
2 superintendent that a hearing be scheduled. Pending the  
3 hearing of the charges, the general superintendent or his  
4 or her designee may suspend the teacher or principal  
5 charged without pay in accordance with rules prescribed by  
6 the board, provided that if the teacher or principal  
7 charged is not dismissed based on the charges, he or she  
8 must be made whole for lost earnings, less setoffs for  
9 mitigation.

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

1 dismissals.

2           Within 5 business days after receiving the notice of  
3 request for a hearing, the general superintendent and the  
4 teacher or principal or their legal representatives shall  
5 alternately strike one name from the list until only one  
6 name remains. Unless waived by the teacher, the teacher or  
7 principal shall have the right to proceed first with the  
8 striking. If the teacher or principal fails to participate  
9 in the striking process, the general superintendent shall  
10 either select the hearing officer from the list developed  
11 pursuant to this paragraph (3) or select another qualified  
12 hearing officer from the master list maintained by the  
13 State Board of Education pursuant to subsection (c) of  
14 Section 24-12 of this Code.

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

1 50% of the fees and costs and any supplemental allowance to  
2 which they agree. If the hearing officer is selected by the  
3 general superintendent without the participation of the  
4 teacher or principal, then the board shall pay 100% of the  
5 hearing officer fees and costs. The hearing officer shall  
6 submit for payment a billing statement to the parties that  
7 itemizes the charges and expenses and divides them in  
8 accordance with this Section.

9 (5) The teacher or the principal charged is required to  
10 answer the charges and specifications and aver affirmative  
11 matters in his or her defense, and the time for doing so  
12 must be set by the hearing officer. The State Board of  
13 Education shall adopt rules so that each party has a fair  
14 opportunity to present its case and to ensure that the  
15 dismissal proceeding is concluded in an expeditious  
16 manner. The rules shall address, without limitation, the  
17 teacher or principal's answer and affirmative defenses to  
18 the charges and specifications; a requirement that each  
19 party make mandatory disclosures without request to the  
20 other party and then update the disclosure no later than 10  
21 calendar days prior to the commencement of the hearing,  
22 including a list of the names and addresses of persons who  
23 may be called as witnesses at the hearing, a summary of the  
24 facts or opinions each witness will testify to, and all  
25 other documents and materials, including information  
26 maintained electronically, relevant to its own as well as

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

18 The hearing officer shall commence the hearing within  
19 75 calendar days and conclude the hearing within 120  
20 calendar days after being selected by the parties as the  
21 hearing officer, provided that these timelines may be  
22 modified upon the showing of good cause or mutual agreement  
23 of the parties. Good cause for the purposes of this  
24 paragraph (5) shall mean the illness or otherwise  
25 unavoidable emergency of the teacher, district  
26 representative, their legal representatives, the hearing

1 officer, or an essential witness as indicated in each  
2 party's pre-hearing submission. In a dismissal hearing in  
3 which a witness is a student or is under the age of 18, the  
4 hearing officer must make accommodations for the witness,  
5 as provided under paragraph (5.5) of this subsection. The  
6 ~~the~~ hearing officer shall consider and give weight to all  
7 of the teacher's evaluations written pursuant to Article  
8 24A that are relevant to the issues in the hearing. Except  
9 as otherwise provided under paragraph (5.5) of this  
10 subsection, the ~~The~~ teacher or principal has the privilege  
11 of being present at the hearing with counsel and of  
12 cross-examining witnesses and may offer evidence and  
13 witnesses and present defenses to the charges. Each party  
14 shall have no more than 3 days to present its case, unless  
15 extended by the hearing officer to enable a party to  
16 present adequate evidence and testimony, including due to  
17 the other party's cross-examination of the party's  
18 witnesses, for good cause or by mutual agreement of the  
19 parties. The State Board of Education shall define in rules  
20 the meaning of "day" for such purposes. All testimony at  
21 the hearing shall be taken under oath administered by the  
22 hearing officer. The hearing officer shall cause a record  
23 of the proceedings to be kept and shall employ a competent  
24 reporter to take stenographic or steno-type notes of all the  
25 testimony. The costs of the reporter's attendance and  
26 services at the hearing shall be paid by the party or

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

8 (5.5) In the case of charges involving physical or  
9 sexual contact with a student or a person under the age of  
10 18, the hearing officer shall make alternative hearing  
11 procedures to protect a witness who is a student or who is  
12 under the age of 18 from being intimidated or traumatized.  
13 Alternative hearing procedures may include, but are not  
14 limited to: (i) testimony made via a telecommunication  
15 device in a location other than the hearing room and  
16 outside the physical presence of the teacher or the  
17 principal and other hearing participants, (ii) testimony  
18 outside the physical presence of the teacher or the  
19 principal, or (iii) non-public testimony. A hearing  
20 officer shall admit an out-of-court statement made by a  
21 witness who is student or a person under the age of 18 if  
22 the statement concerns the teacher's or the principal's  
23 physical or sexual contact with the witness. The  
24 availability of the witness shall not bar the admission of  
25 the out-of-court statement into evidence. The hearing  
26 officer shall determine the weight to be afforded the

1 statement based on an assessment of various indicia of its  
2 reliability.

3 (6) The hearing officer shall within 30 calendar days  
4 from the conclusion of the hearing report to the general  
5 superintendent findings of fact and a recommendation as to  
6 whether or not the teacher or principal shall be dismissed  
7 and shall give a copy of the report to both the teacher or  
8 principal and the general superintendent. The State Board  
9 of Education shall provide by rule the form of the hearing  
10 officer's report and recommendation.

11 (7) The board, within 45 days of receipt of the hearing  
12 officer's findings of fact and recommendation, shall make a  
13 decision as to whether the teacher or principal shall be  
14 dismissed from its employ. The failure of the board to  
15 strictly adhere to the timeliness contained herein shall  
16 not render it without jurisdiction to dismiss the teacher  
17 or principal. In the event that the board declines to  
18 dismiss the teacher or principal after review of a hearing  
19 officer's recommendation, the board shall set the amount of  
20 back pay and benefits to award the teacher or principal,  
21 which shall include offsets for interim earnings and  
22 failure to mitigate losses. The board shall establish  
23 procedures for the teacher's or principal's submission of  
24 evidence to it regarding lost earnings, lost benefits,  
25 mitigation, and offsets. The decision of the board is final  
26 unless reviewed in accordance with paragraph (8) of this

1 subsection (a).

2 (8) The teacher may seek judicial review of the board's  
3 decision in accordance with the Administrative Review Law,  
4 which is specifically incorporated in this Section, except  
5 that the review must be initiated in the Illinois Appellate  
6 Court for the First District. In the event judicial review  
7 is instituted, any costs of preparing and filing the record  
8 of proceedings shall be paid by the party instituting the  
9 review. In the event the appellate court reverses a board  
10 decision to dismiss a teacher or principal and directs the  
11 board to pay the teacher or the principal back pay and  
12 benefits, the appellate court shall remand the matter to  
13 the board to issue an administrative decision as to the  
14 amount of back pay and benefits, which shall include a  
15 calculation of the lost earnings, lost benefits,  
16 mitigation, and offsets based on evidence submitted to the  
17 board in accordance with procedures established by the  
18 board.

19 (b) Nothing in this Section affects the validity of removal  
20 for cause hearings commenced prior to June 13, 2011 (the  
21 effective date of Public Act 97-8).

22 The changes made by Public Act 97-8 shall apply to  
23 dismissals instituted on or after September 1, 2011 or the  
24 effective date of Public Act 97-8, whichever is later. Any  
25 dismissal instituted prior to the effective date of these  
26 changes must be carried out in accordance with the requirements

1 of this Section prior to amendment by Public Act 97-8.

2 (Source: P.A. 99-78, eff. 7-20-15.)

3 Section 10. The Employment Record Disclosure Act is amended  
4 by changing Section 10 as follows:

5 (745 ILCS 46/10)

6 Sec. 10. No liability for providing truthful information.

7 (a) Any employer or authorized employee or agent acting on  
8 behalf of an employer who, upon inquiry by a prospective  
9 employer, provides truthful written or verbal information, or  
10 information that it believes in good faith is truthful, about a  
11 current or former employee's job performance is presumed to be  
12 acting in good faith and is immune from civil liability for the  
13 disclosure and the consequences of the disclosure.

14 The presumption of good faith established in this Section  
15 may be rebutted by a preponderance of evidence that the  
16 information disclosed was knowingly false or in violation of a  
17 civil right of the employee or former employee.

18 (b) A current or former employer and any authorized  
19 employee or agent acting on its behalf who, whether upon  
20 inquiry or on its own initiative, provides information to a  
21 school district created under the School Code orally or in  
22 writing that it believes in good faith to be true or based upon  
23 an accurate record about a current or former employee's job  
24 performance, record of misconduct, disciplinary history, or

1 criminal history shall be immune from any cause of action or  
2 civil liability related to or stemming from that communication.  
3 Any person or entity who commences an action against a current  
4 or former employer related to or stemming from a communication  
5 covered under this subsection must plead with specificity the  
6 factual basis on which it alleges that the employer or its  
7 employee or agent did not believe that the information provided  
8 was true or based upon an accurate record at the time it was  
9 provided. If that person or entity fails to prevail against its  
10 current or former employer or its employee or agent, the court  
11 shall award the former employer and the school district the  
12 reasonable costs and attorney's fees for defending the action.

13 (Source: P.A. 89-470, eff. 6-13-96.)

14 Section 15. The Personnel Record Review Act is amended by  
15 changing Sections 8 and 9 as follows:

16 (820 ILCS 40/8) (from Ch. 48, par. 2008)

17 Sec. 8. An employer shall review a personnel record before  
18 releasing information to a third party and, except when the  
19 release is ordered to a party in a legal action or arbitration,  
20 delete disciplinary reports, letters of reprimand, or other  
21 records of disciplinary action which are more than 4 years old.  
22 This Section does not apply to a school district or an  
23 authorized employee or agent of a school district who is  
24 responding to an inquiry from a prospective employer.

1 (Source: P.A. 83-1104.)

2 (820 ILCS 40/9) (from Ch. 48, par. 2009)

3 Sec. 9. An employer shall not gather or keep a record of an  
4 employee's associations, political activities, publications,  
5 communications or nonemployment activities, unless the  
6 employee submits the information in writing or authorizes the  
7 employer in writing to keep or gather the information. This  
8 prohibition shall not apply to (i) activities or associations  
9 with individuals or groups involved in the physical, sexual, or  
10 other exploitation of a minor or (ii) the activities that occur  
11 on the employer's premises or during the employee's working  
12 hours with that employer which interfere with the performance  
13 of the employee's duties or the duties of other employees or  
14 activities, regardless of when and where occurring, which  
15 constitute criminal conduct or may reasonably be expected to  
16 harm the employer's property, operations or business, or could  
17 by the employee's action cause the employer financial  
18 liability. A record which is kept by the employer as permitted  
19 under this Section shall be part of the personnel record.

20 (Source: P.A. 91-357, eff. 7-29-99.)".