



## 101ST GENERAL ASSEMBLY

### State of Illinois

2019 and 2020

SB3816

Introduced 2/14/2020, by Sen. Jennifer Bertino-Tarrant

#### SYNOPSIS AS INTRODUCED:

105 ILCS 5/2-3.25g	from Ch. 122, par. 2-3.25g
105 ILCS 5/10-17a	from Ch. 122, par. 10-17a
105 ILCS 5/21B-75	
105 ILCS 5/24-9.5 new	
105 ILCS 5/24-11	from Ch. 122, par. 24-11
105 ILCS 5/24-12	from Ch. 122, par. 24-12
105 ILCS 5/24-16.5	
105 ILCS 5/24A-5	from Ch. 122, par. 24A-5
105 ILCS 5/24A-5.5	
105 ILCS 5/34-84	from Ch. 122, par. 34-84
105 ILCS 5/34-85c	

Amends the School Code. Provides that, on and after September 1, 2020, all teacher evaluation ratings on record as "excellent", "proficient", or "needs improvement" are considered "effective" and all teacher evaluation ratings on record as "unsatisfactory" are considered "ineffective" for the purposes of the Employment of Teachers Article. Makes other changes concerning the waiver or modification of mandates; school report cards; license suspension or revocation; contractual continued service; removal or dismissal of teachers; an optional alternative evaluative dismissal process; the content of evaluation plans; the appointment and promotion of teachers in Chicago; and alternative procedures for teacher evaluation, remediation, and removal in Chicago. Effective immediately.

LRB101 18664 NHT 68119 b

FISCAL NOTE ACT  
MAY APPLY

STATE MANDATES  
ACT MAY REQUIRE  
REIMBURSEMENT

A BILL FOR

1 AN ACT concerning education.

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

4 Section 5. The School Code is amended by changing Sections  
5 2-3.25g, 10-17a, 21B-75, 24-11, 24-12, 24-16.5, 24A-5,  
6 24A-5.5, 34-84, and 34-85c and by adding Section 24-9.5 as  
7 follows:

8 (105 ILCS 5/2-3.25g) (from Ch. 122, par. 2-3.25g)

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

11 (a) In this Section:

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

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

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

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

22 (b) Notwithstanding any other provisions of this School  
23 Code or any other law of this State to the contrary, eligible

1 applicants may petition the State Board of Education for the  
2 waiver or modification of the mandates of this School Code or  
3 of the administrative rules and regulations promulgated by the  
4 State Board of Education. Waivers or modifications of  
5 administrative rules and regulations and modifications of  
6 mandates of this School Code may be requested when an eligible  
7 applicant demonstrates that it can address the intent of the  
8 rule or mandate in a more effective, efficient, or economical  
9 manner or when necessary to stimulate innovation or improve  
10 student performance. Waivers of mandates of the School Code may  
11 be requested when the waivers are necessary to stimulate  
12 innovation or improve student performance or when the applicant  
13 demonstrates that it can address the intent of the mandate of  
14 the School Code in a more effective, efficient, or economical  
15 manner. Waivers may not be requested from laws, rules, and  
16 regulations pertaining to special education, teacher educator  
17 licensure, teacher tenure and seniority, or Section 5-2.1 of  
18 this Code or from compliance with the Every Student Succeeds  
19 Act (Public Law 114-95). Eligible applicants may not seek a  
20 waiver or seek a modification of a mandate regarding the  
21 requirements for (i) student performance data to be a  
22 significant factor in teacher or principal evaluations or (ii)  
23 teachers and principals to be rated using the 4 categories of  
24 "excellent", "proficient", "needs improvement", or  
25 "unsatisfactory" or, on and after September 1, 2020, teachers  
26 to be rated using the 2 categories of "effective" and

1 "ineffective". On September 1, 2014, any previously authorized  
2 waiver or modification from such requirements shall terminate.

3 (c) Eligible applicants, as a matter of inherent managerial  
4 policy, and any Independent Authority established under  
5 Section 2-3.25f-5 of this Code may submit an application for a  
6 waiver or modification authorized under this Section. Each  
7 application must include a written request by the eligible  
8 applicant or Independent Authority and must demonstrate that  
9 the intent of the mandate can be addressed in a more effective,  
10 efficient, or economical manner or be based upon a specific  
11 plan for improved student performance and school improvement.  
12 Any eligible applicant requesting a waiver or modification for  
13 the reason that intent of the mandate can be addressed in a  
14 more economical manner shall include in the application a  
15 fiscal analysis showing current expenditures on the mandate and  
16 projected savings resulting from the waiver or modification.  
17 Applications and plans developed by eligible applicants must be  
18 approved by the board or regional superintendent of schools  
19 applying on behalf of schools or programs operated by the  
20 regional office of education following a public hearing on the  
21 application and plan and the opportunity for the board or  
22 regional superintendent to hear testimony from staff directly  
23 involved in its implementation, parents, and students. The time  
24 period for such testimony shall be separate from the time  
25 period established by the eligible applicant for public comment  
26 on other matters.

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

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

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

1 application as submitted to the State Board of Education shall  
2 include a description of the public hearing. Following receipt  
3 of the waiver or modification request, the State Board shall  
4 have 45 days to review the application and request. If the  
5 State Board fails to disapprove the application within that  
6 45-day period, the waiver or modification shall be deemed  
7 granted. The State Board may disapprove any request if it is  
8 not based upon sound educational practices, endangers the  
9 health or safety of students or staff, compromises equal  
10 opportunities for learning, or fails to demonstrate that the  
11 intent of the rule or mandate can be addressed in a more  
12 effective, efficient, or economical manner or have improved  
13 student performance as a primary goal. Any request disapproved  
14 by the State Board may be appealed to the General Assembly by  
15 the eligible applicant as outlined in this Section.

16 A request for a waiver from mandates contained in this  
17 School Code shall be submitted to the State Board within 15  
18 days after approval by the board or regional superintendent of  
19 schools. The application as submitted to the State Board of  
20 Education shall include a description of the public hearing.  
21 The description shall include, but need not be limited to, the  
22 means of notice, the number of people in attendance, the number  
23 of people who spoke as proponents or opponents of the waiver, a  
24 brief description of their comments, and whether there were any  
25 written statements submitted. The State Board shall review the  
26 applications and requests for completeness and shall compile

1 the requests in reports to be filed with the General Assembly.  
2 The State Board shall file reports outlining the waivers  
3 requested by eligible applicants and appeals by eligible  
4 applicants of requests disapproved by the State Board with the  
5 Senate and the House of Representatives before each March 1 and  
6 October 1.

7 The report shall be reviewed by a panel of 4 members  
8 consisting of:

9 (1) the Speaker of the House of Representatives;

10 (2) the Minority Leader of the House of  
11 Representatives;

12 (3) the President of the Senate; and

13 (4) the Minority Leader of the Senate.

14 The State Board of Education may provide the panel  
15 recommendations on waiver requests. The members of the panel  
16 shall review the report submitted by the State Board of  
17 Education and submit to the State Board of Education any notice  
18 of further consideration to any waiver request within 14 days  
19 after the member receives the report. If 3 or more of the panel  
20 members submit a notice of further consideration to any waiver  
21 request contained within the report, the State Board of  
22 Education shall submit the waiver request to the General  
23 Assembly for consideration. If less than 3 panel members submit  
24 a notice of further consideration to a waiver request, the  
25 waiver may be approved, denied, or modified by the State Board.  
26 If the State Board does not act on a waiver request within 10



1 days, then the waiver request is approved. If the waiver  
2 request is denied by the State Board, it shall submit the  
3 waiver request to the General Assembly for consideration.

4 The General Assembly may disapprove any waiver request  
5 submitted to the General Assembly pursuant to this subsection  
6 (d) in whole or in part within 60 calendar days after each  
7 house of the General Assembly next convenes after the waiver  
8 request is submitted by adoption of a resolution by a record  
9 vote of the majority of members elected in each house. If the  
10 General Assembly fails to disapprove any waiver request or  
11 appealed request within such 60-day period, the waiver or  
12 modification shall be deemed granted. Any resolution adopted by  
13 the General Assembly disapproving a report of the State Board  
14 in whole or in part shall be binding on the State Board.

15 (e) An approved waiver or modification may remain in effect  
16 for a period not to exceed 5 school years and may be renewed  
17 upon application by the eligible applicant. However, such  
18 waiver or modification may be changed within that 5-year period  
19 by a board or regional superintendent of schools applying on  
20 behalf of schools or programs operated by the regional office  
21 of education following the procedure as set forth in this  
22 Section for the initial waiver or modification request. If  
23 neither the State Board of Education nor the General Assembly  
24 disapproves, the change is deemed granted.

25 (f) (Blank).

26 (Source: P.A. 100-465, eff. 8-31-17; 100-782, eff. 1-1-19;

1 101-81, eff. 7-12-19.)

2 (105 ILCS 5/10-17a) (from Ch. 122, par. 10-17a)

3 Sec. 10-17a. State, school district, and school report  
4 cards.

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

13 (2) In addition to any information required by federal law,  
14 the State Superintendent shall determine the indicators and  
15 presentation of the school report card, which must include, at  
16 a minimum, the most current data collected and maintained by  
17 the State Board of Education related to the following:

18 (A) school characteristics and student demographics,  
19 including average class size, average teaching experience,  
20 student racial/ethnic breakdown, and the percentage of  
21 students classified as low-income; the percentage of  
22 students classified as English learners; the percentage of  
23 students who have individualized education plans or 504  
24 plans that provide for special education services; the  
25 number and percentage of all students who have been

1 assessed for placement in a gifted education or advanced  
2 academic program and, of those students: (i) the racial and  
3 ethnic breakdown, (ii) the percentage who are classified as  
4 low-income, and (iii) the number and percentage of students  
5 who received direct instruction from a teacher who holds a  
6 gifted education endorsement and, of those students, the  
7 percentage who are classified as low-income; the  
8 percentage of students scoring at the "exceeds  
9 expectations" level on the assessments required under  
10 Section 2-3.64a-5 of this Code; the percentage of students  
11 who annually transferred in or out of the school district;  
12 average daily attendance; the per-pupil operating  
13 expenditure of the school district; and the per-pupil State  
14 average operating expenditure for the district type  
15 (elementary, high school, or unit);

16 (B) curriculum information, including, where  
17 applicable, Advanced Placement, International  
18 Baccalaureate or equivalent courses, dual enrollment  
19 courses, foreign language classes, school personnel  
20 resources (including Career Technical Education teachers),  
21 before and after school programs, extracurricular  
22 activities, subjects in which elective classes are  
23 offered, health and wellness initiatives (including the  
24 average number of days of Physical Education per week per  
25 student), approved programs of study, awards received,  
26 community partnerships, and special programs such as

1 programming for the gifted and talented, students with  
2 disabilities, and work-study students;

3 (C) student outcomes, including, where applicable, the  
4 percentage of students deemed proficient on assessments of  
5 State standards, the percentage of students in the eighth  
6 grade who pass Algebra, the percentage of students who  
7 participated in workplace learning experiences, the  
8 percentage of students enrolled in post-secondary  
9 institutions (including colleges, universities, community  
10 colleges, trade/vocational schools, and training programs  
11 leading to career certification within 2 semesters of high  
12 school graduation), the percentage of students graduating  
13 from high school who are college and career ready, and the  
14 percentage of graduates enrolled in community colleges,  
15 colleges, and universities who are in one or more courses  
16 that the community college, college, or university  
17 identifies as a developmental course;

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

24 (E) the school environment, including, where  
25 applicable, the percentage of students with less than 10  
26 absences in a school year, the percentage of teachers with

1 less than 10 absences in a school year for reasons other  
2 than professional development, leaves taken pursuant to  
3 the federal Family Medical Leave Act of 1993, long-term  
4 disability, or parental leaves, the 3-year average of the  
5 percentage of teachers returning to the school from the  
6 previous year, the number of different principals at the  
7 school in the last 6 years, the number of teachers who hold  
8 a gifted education endorsement, the process and criteria  
9 used by the district to determine whether a student is  
10 eligible for participation in a gifted education program or  
11 advanced academic program and the manner in which parents  
12 and guardians are made aware of the process and criteria, 2  
13 or more indicators from any school climate survey selected  
14 or approved by the State and administered pursuant to  
15 Section 2-3.153 of this Code, with the same or similar  
16 indicators included on school report cards for all surveys  
17 selected or approved by the State pursuant to Section  
18 2-3.153 of this Code, and the combined percentage of  
19 teachers rated as proficient or excellent or, on and after  
20 September 1, 2020, the percentage of teachers rated as  
21 "effective" in their most recent evaluation;

22 (F) a school district's and its individual schools'  
23 balanced accountability measure, in accordance with  
24 Section 2-3.25a of this Code;

25 (G) the total and per pupil normal cost amount the  
26 State contributed to the Teachers' Retirement System of the

1 State of Illinois in the prior fiscal year for the school's  
2 employees, which shall be reported to the State Board of  
3 Education by the Teachers' Retirement System of the State  
4 of Illinois;

5 (H) for a school district organized under Article 34 of  
6 this Code only, State contributions to the Public School  
7 Teachers' Pension and Retirement Fund of Chicago and State  
8 contributions for health care for employees of that school  
9 district;

10 (I) a school district's Final Percent of Adequacy, as  
11 defined in paragraph (4) of subsection (f) of Section  
12 18-8.15 of this Code;

13 (J) a school district's Local Capacity Target, as  
14 defined in paragraph (2) of subsection (c) of Section  
15 18-8.15 of this Code, displayed as a percentage amount;

16 (K) a school district's Real Receipts, as defined in  
17 paragraph (1) of subsection (d) of Section 18-8.15 of this  
18 Code, divided by a school district's Adequacy Target, as  
19 defined in paragraph (1) of subsection (b) of Section  
20 18-8.15 of this Code, displayed as a percentage amount;

21 (L) a school district's administrative costs; ~~and~~

22 (M) whether or not the school has participated in the  
23 Illinois Youth Survey. In this paragraph (M), "Illinois  
24 Youth Survey" means a self-report survey, administered in  
25 school settings every 2 years, designed to gather  
26 information about health and social indicators, including

1 substance abuse patterns and the attitudes of students in  
2 grades 8, 10, and 12; and

3 (N) whether the school offered its students career and  
4 technical education opportunities.

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

12 As used in this subsection (2):

13 "Administrative costs" means costs associated with  
14 executive, administrative, or managerial functions within the  
15 school district that involve planning, organizing, managing,  
16 or directing the school district.

17 "Advanced academic program" means a course of study to  
18 which students are assigned based on advanced cognitive ability  
19 or advanced academic achievement compared to local age peers  
20 and in which the curriculum is substantially differentiated  
21 from the general curriculum to provide appropriate challenge  
22 and pace.

23 "Gifted education" means educational services, including  
24 differentiated curricula and instructional methods, designed  
25 to meet the needs of gifted children as defined in Article 14A  
26 of this Code.

1           For the purposes of paragraph (A) of this subsection (2),  
2           "average daily attendance" means the average of the actual  
3           number of attendance days during the previous school year for  
4           any enrolled student who is subject to compulsory attendance by  
5           Section 26-1 of this Code at each school and charter school.

6           (3) At the discretion of the State Superintendent, the  
7           school district report card shall include a subset of the  
8           information identified in paragraphs (A) through (E) of  
9           subsection (2) of this Section, as well as information relating  
10          to the operating expense per pupil and other finances of the  
11          school district, and the State report card shall include a  
12          subset of the information identified in paragraphs (A) through  
13          (E) and paragraph (N) of subsection (2) of this Section. The  
14          school district report card shall include the average daily  
15          attendance, as that term is defined in subsection (2) of this  
16          Section, of students who have individualized education  
17          programs and students who have 504 plans that provide for  
18          special education services within the school district.

19          (4) Notwithstanding anything to the contrary in this  
20          Section, in consultation with key education stakeholders, the  
21          State Superintendent shall at any time have the discretion to  
22          amend or update any and all metrics on the school, district, or  
23          State report card.

24          (5) Annually, no more than 30 calendar days after receipt  
25          of the school district and school report cards from the State  
26          Superintendent of Education, each school district, including



1 special charter districts and districts subject to the  
2 provisions of Article 34, shall present such report cards at a  
3 regular school board meeting subject to applicable notice  
4 requirements, post the report cards on the school district's  
5 Internet web site, if the district maintains an Internet web  
6 site, make the report cards available to a newspaper of general  
7 circulation serving the district, and, upon request, send the  
8 report cards home to a parent (unless the district does not  
9 maintain an Internet web site, in which case the report card  
10 shall be sent home to parents without request). If the district  
11 posts the report card on its Internet web site, the district  
12 shall send a written notice home to parents stating (i) that  
13 the report card is available on the web site, (ii) the address  
14 of the web site, (iii) that a printed copy of the report card  
15 will be sent to parents upon request, and (iv) the telephone  
16 number that parents may call to request a printed copy of the  
17 report card.

18 (6) Nothing contained in Public Act 98-648 repeals,  
19 supersedes, invalidates, or nullifies final decisions in  
20 lawsuits pending on July 1, 2014 (the effective date of Public  
21 Act 98-648) in Illinois courts involving the interpretation of  
22 Public Act 97-8.

23 (Source: P.A. 100-227, eff. 8-18-17; 100-364, eff. 1-1-18;  
24 100-448, eff. 7-1-19; 100-465, eff. 8-31-17; 100-807, eff.  
25 8-10-18; 100-863, eff. 8-14-18; 100-1121, eff. 1-1-19; 101-68,  
26 eff. 1-1-20; 101-81, eff. 7-12-19; revised 9-9-19.)

1 (105 ILCS 5/21B-75)

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

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

7 (b) The State Superintendent of Education has the exclusive  
8 authority, in accordance with this Section and any rules  
9 adopted by the State Board of Education, in consultation with  
10 the State Educator Preparation and Licensure Board, to initiate  
11 the suspension of up to 5 calendar years or revocation of any  
12 license issued pursuant to this Article for abuse or neglect of  
13 a child, immorality, a condition of health detrimental to the  
14 welfare of pupils, incompetency, unprofessional conduct (which  
15 includes the failure to disclose on an employment application  
16 any previous conviction for a sex offense, as defined in  
17 Section 21B-80 of this Code, or any other offense committed in  
18 any other state or against the laws of the United States that,  
19 if committed in this State, would be punishable as a sex  
20 offense, as defined in Section 21B-80 of this Code), the  
21 neglect of any professional duty, willful or negligent failure  
22 to report an instance of suspected child abuse or neglect as  
23 required by the Abused and Neglected Child Reporting Act, or  
24 other just cause. Negligent failure to report an instance of  
25 suspected child abuse or neglect occurs when a teacher

1 personally observes an instance of suspected child abuse or  
2 neglect and reasonably believes, in his or her professional or  
3 official capacity, that the instance constitutes an act of  
4 child abuse or neglect under the Abused and Neglected Child  
5 Reporting Act, and he or she, without willful intent, fails to  
6 immediately report or cause a report to be made of the  
7 suspected abuse or neglect to the Department of Children and  
8 Family Services, as required by the Abused and Neglected Child  
9 Reporting Act. Unprofessional conduct shall include the  
10 refusal to attend or participate in institutes, teachers'  
11 meetings, or professional readings or to meet other reasonable  
12 requirements of the regional superintendent of schools or State  
13 Superintendent of Education. Unprofessional conduct also  
14 includes conduct that violates the standards, ethics, or rules  
15 applicable to the security, administration, monitoring, or  
16 scoring of or the reporting of scores from any assessment test  
17 or examination administered under Section 2-3.64a-5 of this  
18 Code or that is known or intended to produce or report  
19 manipulated or artificial, rather than actual, assessment or  
20 achievement results or gains from the administration of those  
21 tests or examinations. Unprofessional conduct shall also  
22 include neglect or unnecessary delay in the making of  
23 statistical and other reports required by school officers.  
24 Incompetency shall include, without limitation, 2 or more  
25 school terms of service for which the license holder has  
26 received an unsatisfactory or, on and after September 1, 2020,

1 ineffective rating on a performance evaluation conducted  
2 pursuant to Article 24A of this Code within a period of 7  
3 school terms of service. In determining whether to initiate  
4 action against one or more licenses based on incompetency and  
5 the recommended sanction for such action, the State  
6 Superintendent shall consider factors that include without  
7 limitation all of the following:

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

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

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

20 (4) The time between the unsatisfactory or ineffective  
21 evaluation ratings.

22 (5) The quality of the remediation plans associated  
23 with the unsatisfactory or ineffective evaluation ratings  
24 and whether the license holder successfully completed the  
25 remediation plans.

26 (6) Whether the unsatisfactory or ineffective

1 evaluation ratings were related to the same or different  
2 assignments performed by the license holder.

3 (7) Whether one or more of the unsatisfactory or  
4 ineffective evaluation ratings occurred in the first year  
5 of a teaching or administrative assignment.

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

18 (c) The State Superintendent of Education shall, upon  
19 receipt of evidence of abuse or neglect of a child, immorality,  
20 a condition of health detrimental to the welfare of pupils,  
21 incompetency (subject to subsection (b) of this Section),  
22 unprofessional conduct, the neglect of any professional duty,  
23 or other just cause, further investigate and, if and as  
24 appropriate, serve written notice to the individual and afford  
25 the individual opportunity for a hearing prior to suspension,  
26 revocation, or other sanction; provided that the State

1 Superintendent is under no obligation to initiate such an  
2 investigation if the Department of Children and Family Services  
3 is investigating the same or substantially similar allegations  
4 and its child protective service unit has not made its  
5 determination, as required under Section 7.12 of the Abused and  
6 Neglected Child Reporting Act. If the State Superintendent of  
7 Education does not receive from an individual a request for a  
8 hearing within 10 days after the individual receives notice,  
9 the suspension, revocation, or other sanction shall  
10 immediately take effect in accordance with the notice. If a  
11 hearing is requested within 10 days after notice of an  
12 opportunity for hearing, it shall act as a stay of proceedings  
13 until the State Educator Preparation and Licensure Board issues  
14 a decision. Any hearing shall take place in the educational  
15 service region where the educator is or was last employed and  
16 in accordance with rules adopted by the State Board of  
17 Education, in consultation with the State Educator Preparation  
18 and Licensure Board, and such rules shall include without  
19 limitation provisions for discovery and the sharing of  
20 information between parties prior to the hearing. The standard  
21 of proof for any administrative hearing held pursuant to this  
22 Section shall be by the preponderance of the evidence. The  
23 decision of the State Educator Preparation and Licensure Board  
24 is a final administrative decision and is subject to judicial  
25 review by appeal of either party.

26 The State Board of Education may refuse to issue or may

1 suspend the license of any person who fails to file a return or  
2 to pay the tax, penalty, or interest shown in a filed return or  
3 to pay any final assessment of tax, penalty, or interest, as  
4 required by any tax Act administered by the Department of  
5 Revenue, until such time as the requirements of any such tax  
6 Act are satisfied.

7 The exclusive authority of the State Superintendent of  
8 Education to initiate suspension or revocation of a license  
9 pursuant to this Section does not preclude a regional  
10 superintendent of schools from cooperating with the State  
11 Superintendent or a State's Attorney with respect to an  
12 investigation of alleged misconduct.

13 (d) The State Superintendent of Education or his or her  
14 designee may initiate and conduct such investigations as may be  
15 reasonably necessary to establish the existence of any alleged  
16 misconduct. At any stage of the investigation, the State  
17 Superintendent may issue a subpoena requiring the attendance  
18 and testimony of a witness, including the license holder, and  
19 the production of any evidence, including files, records,  
20 correspondence, or documents, relating to any matter in  
21 question in the investigation. The subpoena shall require a  
22 witness to appear at the State Board of Education at a  
23 specified date and time and shall specify any evidence to be  
24 produced. The license holder is not entitled to be present, but  
25 the State Superintendent shall provide the license holder with  
26 a copy of any recorded testimony prior to a hearing under this

1 Section. Such recorded testimony must not be used as evidence  
2 at a hearing, unless the license holder has adequate notice of  
3 the testimony and the opportunity to cross-examine the witness.  
4 Failure of a license holder to comply with a duly issued,  
5 investigatory subpoena may be grounds for revocation,  
6 suspension, or denial of a license.

7 (e) All correspondence, documentation, and other  
8 information so received by the regional superintendent of  
9 schools, the State Superintendent of Education, the State Board  
10 of Education, or the State Educator Preparation and Licensure  
11 Board under this Section is confidential and must not be  
12 disclosed to third parties, except (i) as necessary for the  
13 State Superintendent of Education or his or her designee to  
14 investigate and prosecute pursuant to this Article, (ii)  
15 pursuant to a court order, (iii) for disclosure to the license  
16 holder or his or her representative, or (iv) as otherwise  
17 required in this Article and provided that any such information  
18 admitted into evidence in a hearing is exempt from this  
19 confidentiality and non-disclosure requirement.

20 (f) The State Superintendent of Education or a person  
21 designated by him or her shall have the power to administer  
22 oaths to witnesses at any hearing conducted before the State  
23 Educator Preparation and Licensure Board pursuant to this  
24 Section. The State Superintendent of Education or a person  
25 designated by him or her is authorized to subpoena and bring  
26 before the State Educator Preparation and Licensure Board any



1 person in this State and to take testimony either orally or by  
2 deposition or by exhibit, with the same fees and mileage and in  
3 the same manner as prescribed by law in judicial proceedings in  
4 civil cases in circuit courts of this State.

5 (g) Any circuit court, upon the application of the State  
6 Superintendent of Education or the license holder, may, by  
7 order duly entered, require the attendance of witnesses and the  
8 production of relevant books and papers as part of any  
9 investigation or at any hearing the State Educator Preparation  
10 and Licensure Board is authorized to conduct pursuant to this  
11 Section, and the court may compel obedience to its orders by  
12 proceedings for contempt.

13 (h) The State Board of Education shall receive an annual  
14 line item appropriation to cover fees associated with the  
15 investigation and prosecution of alleged educator misconduct  
16 and hearings related thereto.

17 (Source: P.A. 100-872, eff. 8-14-18; 101-531, eff. 8-23-19.)

18 (105 ILCS 5/24-9.5 new)

19 Sec. 24-9.5. Teacher evaluation ratings on and after  
20 September 1, 2020. On and after September 1, 2020, pursuant to  
21 this Section, all teacher evaluation ratings on record as  
22 "excellent", "proficient", or "needs improvement" are  
23 considered "effective" and all teacher evaluation ratings on  
24 record as "unsatisfactory" are considered "ineffective" for  
25 the purposes of this Article.

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

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

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

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

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

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

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

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

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

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

1 inhabitants.

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

12 (d) For any teacher who is first employed as a full-time  
13 teacher in a school district or program on or after the PERA  
14 implementation date, the probationary period shall be one of  
15 the following periods, based upon the teacher's school terms of  
16 service and performance, before the teacher shall enter upon  
17 contractual continued service in the district or in all of the  
18 programs that the teacher is legally qualified to hold, unless  
19 the teacher is given written notice of dismissal by certified  
20 mail, return receipt requested, by the employing board at least  
21 45 days before the end of any school term within such period:

22 (1) 4 consecutive school terms of service in which the  
23 teacher receives overall annual evaluation ratings of at  
24 least "Proficient" or, on or after September 1, 2020,  
25 "effective" in the last school term and at least  
26 "Proficient" or, on or after September 1, 2020, "effective"

1 in either the second or third school term;

2 (2) (blank); or ~~3 consecutive school terms of service~~  
3 ~~in which the teacher receives 3 overall annual evaluations~~  
4 ~~of "Excellent"; or~~

5 (3) 2 consecutive school terms of service in which the  
6 teacher receives 2 overall annual evaluations of  
7 "Excellent" or, on or after September 1, 2020, "effective"  
8 service, but only if the teacher (i) previously attained  
9 contractual continued service in a different school  
10 district or program in this State, (ii) voluntarily  
11 departed or was honorably dismissed from that school  
12 district or program in the school term immediately prior to  
13 the teacher's first school term of service applicable to  
14 the attainment of contractual continued service under this  
15 subdivision (3), and (iii) received, in his or her 2 most  
16 recent overall annual or biennial evaluations from the  
17 prior school district or program, ratings of at least  
18 "Proficient" or, on or after September 1, 2020,  
19 "effective", with both such ratings occurring after the  
20 school district's or program's PERA implementation date.  
21 For a teacher to attain contractual continued service under  
22 this subdivision (3), the teacher shall provide official  
23 copies of his or her 2 most recent overall annual or  
24 biennial evaluations from the prior school district or  
25 program to the new school district or program within 60  
26 days from the teacher's first day of service with the new

1 school district or program. The prior school district or  
2 program must provide the teacher with official copies of  
3 his or her 2 most recent overall annual or biennial  
4 evaluations within 14 days after the teacher's request. If  
5 a teacher has requested such official copies prior to 45  
6 days after the teacher's first day of service with the new  
7 school district or program and the teacher's prior school  
8 district or program fails to provide the teacher with the  
9 official copies required under this subdivision (3), then  
10 the time period for the teacher to submit the official  
11 copies to his or her new school district or program must be  
12 extended until 14 days after receipt of such copies from  
13 the prior school district or program. If the prior school  
14 district or program fails to provide the teacher with the  
15 official copies required under this subdivision (3) within  
16 90 days from the teacher's first day of service with the  
17 new school district or program, then the new school  
18 district or program shall rely upon the teacher's own  
19 copies of his or her evaluations for purposes of this  
20 subdivision (3).

21 If the teacher does not receive overall annual evaluations  
22 of "Excellent" or, on or after September 1, 2020, "effective"  
23 in the school terms necessary for eligibility to achieve  
24 accelerated contractual continued service in subdivisions (2)  
25 and (3) of this subsection (d), the teacher shall be eligible  
26 for contractual continued service pursuant to subdivision (1)

1 of this subsection (d). If, at the conclusion of 4 consecutive  
2 school terms of service that count toward attainment of  
3 contractual continued service, the teacher's performance does  
4 not qualify the teacher for contractual continued service under  
5 subdivision (1) of this subsection (d), then the teacher shall  
6 not enter upon contractual continued service and shall be  
7 dismissed. If a performance evaluation is not conducted for any  
8 school term when such evaluation is required to be conducted  
9 under Section 24A-5 of this Code, then the teacher's  
10 performance evaluation rating for such school term for purposes  
11 of determining the attainment of contractual continued service  
12 shall be deemed "Proficient" or, on or after September 1, 2020,  
13 "effective".

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

1 teacher actually teaches or is otherwise present and  
2 participating in the district's or program's educational  
3 program in the following school term.

4 (f) If the employing board determines to dismiss the  
5 teacher in the last year of the probationary period as provided  
6 in subsection (c) of this Section or subdivision (1) or (2) of  
7 subsection (d) of this Section, but not subdivision (3) of  
8 subsection (d) of this Section, the written notice of dismissal  
9 provided by the employing board must contain specific reasons  
10 for dismissal. Any full-time teacher who does not receive  
11 written notice from the employing board at least 45 days before  
12 the end of any school term as provided in this Section and  
13 whose performance does not require dismissal after the fourth  
14 probationary year pursuant to subsection (d) of this Section  
15 shall be re-employed for the following school term.

16 (g) Contractual continued service shall continue in effect  
17 the terms and provisions of the contract with the teacher  
18 during the last school term of the probationary period, subject  
19 to this Act and the lawful regulations of the employing board.  
20 This Section and succeeding Sections do not modify any existing  
21 power of the board except with respect to the procedure of the  
22 discharge of a teacher and reductions in salary as hereinafter  
23 provided. Contractual continued service status shall not  
24 restrict the power of the board to transfer a teacher to a  
25 position which the teacher is qualified to fill or to make such  
26 salary adjustments as it deems desirable, but unless reductions

1 in salary are uniform or based upon some reasonable  
2 classification, any teacher whose salary is reduced shall be  
3 entitled to a notice and a hearing as hereinafter provided in  
4 the case of certain dismissals or removals.

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

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



1 participating districts in the joint agreement.

2 (j) For any teacher employed after July 1, 1987 as a  
3 full-time teacher in a program of a special education joint  
4 agreement, whether the program is operated by the joint  
5 agreement or a member district on behalf of the joint  
6 agreement, in the event of a reduction in the number of  
7 programs or positions in the joint agreement in which the  
8 notice of dismissal is provided on or before the end of the  
9 2010-2011 school term, the teacher in contractual continued  
10 service is eligible for employment in the joint agreement  
11 programs for which the teacher is legally qualified in order of  
12 greater length of continuing service in the joint agreement,  
13 unless an alternative method of determining the sequence of  
14 dismissal is established in a collective bargaining agreement.  
15 For any teacher employed after July 1, 1987 as a full-time  
16 teacher in a program of a special education joint agreement,  
17 whether the program is operated by the joint agreement or a  
18 member district on behalf of the joint agreement, in the event  
19 of a reduction in the number of programs or positions in the  
20 joint agreement in which the notice of dismissal is provided  
21 during the 2011-2012 school term or a subsequent school term,  
22 the teacher shall be included on the honorable dismissal lists  
23 of all joint agreement programs for positions for which the  
24 teacher is qualified and is eligible for employment in such  
25 programs in accordance with subsections (b) and (c) of Section  
26 24-12 of this Code and the applicable honorable dismissal

1 policies of the joint agreement.

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

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

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

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

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

1 (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

2 Sec. 24-12. Removal or dismissal of teachers in contractual  
3 continued service.

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

22 As between teachers who have entered upon contractual  
23 continued service, the teacher or teachers with the shorter  
24 length of continuing service with the district shall be  
25 dismissed first unless an alternative method of determining the  
26 sequence of dismissal is established in a collective bargaining

1 agreement or contract between the board and a professional  
2 faculty members' organization and except that this provision  
3 shall not impair the operation of any affirmative action  
4 program in the district, regardless of whether it exists by  
5 operation of law or is conducted on a voluntary basis by the  
6 board. Any teacher dismissed as a result of such decrease or  
7 discontinuance shall be paid all earned compensation on or  
8 before the third business day following the last day of pupil  
9 attendance in the regular school term.

10 If the board has any vacancies for the following school  
11 term or within one calendar year from the beginning of the  
12 following school term, the positions thereby becoming  
13 available shall be tendered to the teachers so removed or  
14 dismissed so far as they are legally qualified to hold such  
15 positions; provided, however, that if the number of honorable  
16 dismissal notices based on economic necessity exceeds 15% of  
17 the number of full-time equivalent positions filled by  
18 certified employees (excluding principals and administrative  
19 personnel) during the preceding school year, then if the board  
20 has any vacancies for the following school term or within 2  
21 calendar years from the beginning of the following school term,  
22 the positions so becoming available shall be tendered to the  
23 teachers who were so notified and removed or dismissed whenever  
24 they are legally qualified to hold such positions. Each board  
25 shall, in consultation with any exclusive employee  
26 representatives, each year establish a list, categorized by

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

15 (b) This subsection (b) applies only to honorable  
16 dismissals and recalls in which the notice of dismissal is  
17 provided during the 2011-2012 school term or a subsequent  
18 school term. If any teacher, whether or not in contractual  
19 continued service, is removed or dismissed as a result of a  
20 decision of a school board to decrease the number of teachers  
21 employed by the board, a decision of a school board to  
22 discontinue some particular type of teaching service, or a  
23 reduction in the number of programs or positions in a special  
24 education joint agreement, then written notice must be mailed  
25 to the teacher and also given to the teacher either by  
26 certified mail, return receipt requested, or personal delivery

1 with receipt at least 45 days before the end of the school  
2 term, together with a statement of honorable dismissal and the  
3 reason therefor, and in all such cases the sequence of  
4 dismissal shall occur in accordance with this subsection (b);  
5 except that this subsection (b) shall not impair the operation  
6 of any affirmative action program in the school district,  
7 regardless of whether it exists by operation of law or is  
8 conducted on a voluntary basis by the board.

9 Each teacher must be categorized into one or more positions  
10 for which the teacher is qualified to hold, based upon legal  
11 qualifications and any other qualifications established in a  
12 district or joint agreement job description, on or before the  
13 May 10 prior to the school year during which the sequence of  
14 dismissal is determined. Within each position and subject to  
15 agreements made by the joint committee on honorable dismissals  
16 that are authorized by subsection (c) of this Section, the  
17 school district or joint agreement must establish 4 groupings  
18 of teachers or, on or after September 1, 2020, 3 groupings of  
19 teachers qualified to hold the position as follows:

20 (1) Grouping one shall consist of each teacher who is  
21 not in contractual continued service and who (i) has not  
22 received a performance evaluation rating, (ii) is employed  
23 for one school term or less to replace a teacher on leave,  
24 or (iii) is employed on a part-time basis. "Part-time  
25 basis" for the purposes of this subsection (b) means a  
26 teacher who is employed to teach less than a full-day,

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

14 (2) Grouping 2 shall consist of each teacher with a  
15 Needs Improvement or Unsatisfactory performance evaluation  
16 rating on either of the teacher's last 2 performance  
17 evaluation ratings. However, on and after September 1,  
18 2020, grouping 2 shall consist of each teacher with an  
19 "ineffective" performance evaluation rating on the  
20 teacher's most recent performance evaluation rating.

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. However, on and after September  
2 1, 2020, grouping 3 shall consist of each teacher with a  
3 performance evaluation rating of "effective" on the  
4 teacher's last performance evaluation rating, provided  
5 that the teacher did not have an "ineffective" performance  
6 evaluation rating on the most recent performance  
7 evaluation rating.

8 (4) Grouping 4 shall consist of each teacher whose last  
9 2 performance evaluation ratings are Excellent and each  
10 teacher with 2 Excellent performance evaluation ratings  
11 out of the teacher's last 3 performance evaluation ratings  
12 with a third rating of Satisfactory or Proficient. However,  
13 beginning on September 1, 2020, there is no grouping 4.

14 Among teachers qualified to hold a position, teachers must  
15 be dismissed in the order of their groupings, with teachers in  
16 grouping one dismissed first and teachers in grouping 4  
17 dismissed last. However, on and after September 1, 2020,  
18 teachers in grouping one shall be dismissed first, teachers in  
19 grouping 2 dismissed second, and teachers in grouping 3  
20 dismissed last.

21 Prior to September 1, 2020 ~~Within grouping one,~~ the  
22 sequence of dismissal within grouping one must be at the  
23 discretion of the school district or joint agreement, ~~and,~~  
24 ~~Within grouping 2,~~ the sequence of dismissal within grouping 2  
25 must be based upon average performance evaluation ratings, with  
26 the teacher or teachers with the lowest average performance

1 evaluation rating dismissed first. A teacher's average  
2 performance evaluation rating must be calculated using the  
3 average of the teacher's last 2 performance evaluation ratings,  
4 if 2 ratings are available, or the teacher's last performance  
5 evaluation rating, if only one rating is available, using the  
6 following numerical values: 4 for Excellent; 3 for Proficient  
7 or Satisfactory; 2 for Needs Improvement; and 1 for  
8 Unsatisfactory. As between or among teachers in grouping 2 with  
9 the same average performance evaluation rating and within each  
10 of groupings 3 and 4, the teacher or teachers with the shorter  
11 length of continuing service with the school district or joint  
12 agreement must be dismissed first unless an alternative method  
13 of determining the sequence of dismissal is established in a  
14 collective bargaining agreement or contract between the board  
15 and a professional faculty members' organization. On and after  
16 September 1, 2020, the sequence of dismissal shall be as  
17 follows: Within grouping one, the sequence of dismissal must be  
18 at the discretion of the school district or joint agreement. As  
19 between or among teachers in groupings 2 and 3, the teacher or  
20 teachers with the shorter length of continuing service with the  
21 school district or joint agreement must be dismissed first  
22 unless an alternative method of determining the sequence of  
23 dismissal is established in a collective bargaining agreement  
24 or contract between the board and a professional faculty  
25 members' organization.

26 Each board, including the governing board of a joint

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

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

26 Prior to September 1, 2020, if ~~if~~ the board or joint

1 agreement has any vacancies for the following school term or  
2 within one calendar year from the beginning of the following  
3 school term, the positions thereby becoming available must be  
4 tendered to the teachers so removed or dismissed who were in  
5 grouping ~~groupings~~ 3 or 4 of the sequence of dismissal and are  
6 qualified to hold the positions, based upon legal  
7 qualifications and any other qualifications established in a  
8 district or joint agreement job description, on or before the  
9 May 10 prior to the date of the positions becoming available,  
10 provided that if the number of honorable dismissal notices  
11 based on economic necessity exceeds 15% of the number of  
12 full-time equivalent positions filled by certified employees  
13 (excluding principals and administrative personnel) during the  
14 preceding school year, then the recall period is for the  
15 following school term or within 2 calendar years from the  
16 beginning of the following school term. Prior to September 1,  
17 2020, if ~~if~~ the board or joint agreement has any vacancies  
18 within the period from the beginning of the following school  
19 term through February 1 of the following school term (unless a  
20 date later than February 1, but no later than 6 months from the  
21 beginning of the following school term, is established in a  
22 collective bargaining agreement), the positions thereby  
23 becoming available must be tendered to the teachers so removed  
24 or dismissed who were in grouping 2 of the sequence of  
25 dismissal due to one "needs improvement" rating on either of  
26 the teacher's last 2 performance evaluation ratings, provided

1 that, if 2 ratings are available, the other performance  
2 evaluation rating used for grouping purposes is  
3 "satisfactory", "proficient", or "excellent", and are  
4 qualified to hold the positions, based upon legal  
5 qualifications and any other qualifications established in a  
6 district or joint agreement job description, on or before the  
7 May 10 prior to the date of the positions becoming available.  
8 On and after July 1, 2014 (the effective date of Public Act  
9 98-648) and before September 1, 2020, the preceding sentence  
10 shall apply to teachers removed or dismissed by honorable  
11 dismissal, even if notice of honorable dismissal occurred  
12 during the 2013-2014 school year. Among teachers eligible for  
13 recall pursuant to the preceding sentence, the order of recall  
14 must be in inverse order of dismissal, unless an alternative  
15 order of recall is established in a collective bargaining  
16 agreement or contract between the board and a professional  
17 faculty members' organization. Whenever the number of  
18 honorable dismissal notices based upon economic necessity  
19 exceeds 5 notices or 150% of the average number of teachers  
20 honorably dismissed in the preceding 3 years, whichever is  
21 more, then the school board or governing board of a joint  
22 agreement, as applicable, shall also hold a public hearing on  
23 the question of the dismissals. Following the hearing and board  
24 review, the action to approve any such reduction shall require  
25 a majority vote of the board members. Beginning on September 1,  
26 2020, if the board or joint agreement has any vacancies for the

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

21 For purposes of this subsection (b), subject to agreement  
22 on an alternative definition reached by the joint committee  
23 described in subsection (c) of this Section, a teacher's  
24 performance evaluation rating means the overall performance  
25 evaluation rating resulting from an annual or biennial  
26 performance evaluation conducted pursuant to Article 24A of

1 this Code by the school district or joint agreement determining  
2 the sequence of dismissal, not including any performance  
3 evaluation conducted during or at the end of a remediation  
4 period. No more than one evaluation rating each school term  
5 shall be one of the evaluation ratings used for the purpose of  
6 determining the sequence of dismissal. Except as otherwise  
7 provided in this subsection for any performance evaluations  
8 conducted during or at the end of a remediation period, if  
9 multiple performance evaluations are conducted in a school  
10 term, only the rating from the last evaluation conducted prior  
11 to establishing the sequence of honorable dismissal list in  
12 such school term shall be the one evaluation rating from that  
13 school term used for the purpose of determining the sequence of  
14 dismissal. Averaging ratings from multiple evaluations is not  
15 permitted unless otherwise agreed to in a collective bargaining  
16 agreement or contract between the board and a professional  
17 faculty members' organization. The preceding 3 sentences are  
18 not a legislative declaration that existing law does or does  
19 not already require that only one performance evaluation each  
20 school term shall be used for the purpose of determining the  
21 sequence of dismissal. For performance evaluation ratings  
22 determined prior to September 1, 2012, any school district or  
23 joint agreement with a performance evaluation rating system  
24 that does not use either of the rating category systems  
25 specified in subsection (d) of Section 24A-5 of this Code for  
26 all teachers must establish a basis for assigning each teacher

1 a rating that complies with subsection (d) of Section 24A-5 of  
2 this Code for all of the performance evaluation ratings that  
3 are to be used to determine the sequence of dismissal. A  
4 teacher's grouping and ranking on a sequence of honorable  
5 dismissal shall be deemed a part of the teacher's performance  
6 evaluation, and that information shall be disclosed to the  
7 exclusive bargaining representative as part of a sequence of  
8 honorable dismissal list, notwithstanding any laws prohibiting  
9 disclosure of such information. A performance evaluation  
10 rating may be used to determine the sequence of dismissal,  
11 notwithstanding the pendency of any grievance resolution or  
12 arbitration procedures relating to the performance evaluation.  
13 If a teacher has received at least one performance evaluation  
14 rating conducted by the school district or joint agreement  
15 determining the sequence of dismissal and a subsequent  
16 performance evaluation is not conducted in any school year in  
17 which such evaluation is required to be conducted under Section  
18 24A-5 of this Code, the teacher's performance evaluation rating  
19 for that school year for purposes of determining the sequence  
20 of dismissal is deemed Proficient or, on or after September 1,  
21 2020, effective. If a performance evaluation rating is  
22 nullified as the result of an arbitration, administrative  
23 agency, or court determination, then the school district or  
24 joint agreement is deemed to have conducted a performance  
25 evaluation for that school year, but the performance evaluation  
26 rating may not be used in determining the sequence of



1 dismissal.

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

7 Any provisions regarding the sequence of honorable  
8 dismissals and recall of honorably dismissed teachers in a  
9 collective bargaining agreement entered into on or before  
10 January 1, 2011 and in effect on June 13, 2011 (the effective  
11 date of Public Act 97-8) that may conflict with Public Act 97-8  
12 shall remain in effect through the expiration of such agreement  
13 or June 30, 2013, whichever is earlier.

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

21 (1) Prior to September 1, 2020, the ~~The~~ joint committee  
22 must consider and may agree to criteria for excluding from  
23 grouping 2 and placing into grouping 3 a teacher whose last  
24 2 performance evaluations include a Needs Improvement and  
25 either a Proficient or Excellent.

26 (2) Prior to September 1, 2020, the ~~The~~ joint committee

1 must consider and may agree to an alternative definition  
2 for grouping 4, which definition must take into account  
3 prior performance evaluation ratings and may take into  
4 account other factors that relate to the school district's  
5 or program's educational objectives. An alternative  
6 definition for grouping 4 may not permit the inclusion of a  
7 teacher in the grouping with a Needs Improvement or  
8 Unsatisfactory performance evaluation rating on either of  
9 the teacher's last 2 performance evaluation ratings.

10 (3) The joint committee may agree to including within  
11 the definition of a performance evaluation rating a  
12 performance evaluation rating administered by a school  
13 district or joint agreement other than the school district  
14 or joint agreement determining the sequence of dismissal.

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

24 (5) Upon request by a joint committee member submitted  
25 to the employing board by no later than 10 days after the  
26 distribution of the sequence of honorable dismissal list, a

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

23 Agreement by the joint committee as to a matter requires  
24 the majority vote of all committee members, and if the joint  
25 committee does not reach agreement on a matter, then the  
26 otherwise applicable requirements of subsection (b) of this

1 Section shall apply. Except as explicitly set forth in this  
2 subsection (c), a joint committee has no authority to agree to  
3 any further modifications to the requirements for honorable  
4 dismissals set forth in subsection (b) of this Section. The  
5 joint committee must be established, and the first meeting of  
6 the joint committee each school year must occur on or before  
7 December 1.

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

15 The provisions of the Open Meetings Act shall not apply to  
16 meetings of a joint committee created under this subsection  
17 (c).

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

22 (1) If a dismissal of a teacher in contractual  
23 continued service is sought for any reason or cause other  
24 than an honorable dismissal under subsections (a) or (b) of  
25 this Section or a dismissal sought under Section 24-16.5 of  
26 this Code, including those under Section 10-22.4, the board

1 must first approve a motion containing specific charges by  
2 a majority vote of all its members. Written notice of such  
3 charges, including a bill of particulars and the teacher's  
4 right to request a hearing, must be mailed to the teacher  
5 and also given to the teacher either by certified mail,  
6 return receipt requested, or personal delivery with  
7 receipt within 5 days of the adoption of the motion. Any  
8 written notice sent on or after July 1, 2012 shall inform  
9 the teacher of the right to request a hearing before a  
10 mutually selected hearing officer, with the cost of the  
11 hearing officer split equally between the teacher and the  
12 board, or a hearing before a board-selected hearing  
13 officer, with the cost of the hearing officer paid by the  
14 board.

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

22 If, in the opinion of the board, the interests of the  
23 school require it, the board may suspend the teacher  
24 without pay, pending the hearing, but if the board's  
25 dismissal or removal is not sustained, the teacher shall  
26 not suffer the loss of any salary or benefits by reason of

1 the suspension.

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

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

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

21          If the teacher has requested a hearing before a hearing  
22          officer selected by the board, the board shall select one  
23          name from the master list of qualified impartial hearing  
24          officers maintained by the State Board of Education within  
25          3 business days after receipt and shall notify the State  
26          Board of Education of its selection.

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

12          (4) In the alternative to selecting a hearing officer  
13          from the list received from the State Board of Education or  
14          accepting the appointment of a hearing officer by the State  
15          Board of Education or if the State Board of Education  
16          cannot provide a list or appoint a hearing officer that  
17          meets the foregoing requirements, the board and the teacher  
18          or their legal representatives may mutually agree to select  
19          an impartial hearing officer who is not on the master list  
20          either by direct appointment by the parties or by using  
21          procedures for the appointment of an arbitrator  
22          established by the Federal Mediation and Conciliation  
23          Service or the American Arbitration Association. The  
24          parties shall notify the State Board of Education of their  
25          intent to select a hearing officer using an alternative  
26          procedure within 3 business days of receipt of a list of



1 prospective hearing officers provided by the State Board of  
2 Education, notice of appointment of a hearing officer by  
3 the State Board of Education, or receipt of notice from the  
4 State Board of Education that it cannot provide a list that  
5 meets the foregoing requirements, whichever is later.

6 (5) If the notice of dismissal was sent to the teacher  
7 before July 1, 2012, the fees and costs for the hearing  
8 officer must be paid by the State Board of Education. If  
9 the notice of dismissal was sent to the teacher on or after  
10 July 1, 2012, the hearing officer's fees and costs must be  
11 paid as follows in this paragraph (5). The fees and  
12 permissible costs for the hearing officer must be  
13 determined by the State Board of Education. If the board  
14 and the teacher or their legal representatives mutually  
15 agree to select an impartial hearing officer who is not on  
16 a list received from the State Board of Education, they may  
17 agree to supplement the fees determined by the State Board  
18 to the hearing officer, at a rate consistent with the  
19 hearing officer's published professional fees. If the  
20 hearing officer is mutually selected by the parties, then  
21 the board and the teacher or their legal representatives  
22 shall each pay 50% of the fees and costs and any  
23 supplemental allowance to which they agree. If the hearing  
24 officer is selected by the board, then the board shall pay  
25 100% of the hearing officer's fees and costs. The fees and  
26 costs must be paid to the hearing officer within 14 days

1 after the board and the teacher or their legal  
2 representatives receive the hearing officer's decision set  
3 forth in paragraph (7) of this subsection (d).

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

1 exhibits not identified and shared, except those offered in  
2 rebuttal for which the party could not reasonably have  
3 anticipated prior to the hearing); pre-hearing discovery  
4 and preparation, including provision for written  
5 interrogatories and requests for production of documents,  
6 provided that discovery depositions are prohibited; the  
7 conduct of the hearing; the right of each party to be  
8 represented by counsel, the offer of evidence and witnesses  
9 and the cross-examination of witnesses; the authority of  
10 the hearing officer to issue subpoenas and subpoenas duces  
11 tecum, provided that the hearing officer may limit the  
12 number of witnesses to be subpoenaed on behalf of each  
13 party to no more than 7; the length of post-hearing briefs;  
14 and the form, length, and content of hearing officers'  
15 decisions. The hearing officer shall hold a hearing and  
16 render a final decision for dismissal pursuant to Article  
17 24A of this Code or shall report to the school board  
18 findings of fact and a recommendation as to whether or not  
19 the teacher must be dismissed for conduct. The hearing  
20 officer shall commence the hearing within 75 days and  
21 conclude the hearing within 120 days after being selected  
22 as the hearing officer, provided that the hearing officer  
23 may modify these timelines upon the showing of good cause  
24 or mutual agreement of the parties. Good cause for the  
25 purpose of this subsection (d) shall mean the illness or  
26 otherwise unavoidable emergency of the teacher, district

1 representative, their legal representatives, the hearing  
2 officer, or an essential witness as indicated in each  
3 party's pre-hearing submission. In a dismissal hearing  
4 pursuant to Article 24A of this Code in which a witness is  
5 a student or is under the age of 18, the hearing officer  
6 must make accommodations for the witness, as provided under  
7 paragraph (6.5) of this subsection. The hearing officer  
8 shall consider and give weight to all of the teacher's  
9 evaluations written pursuant to Article 24A that are  
10 relevant to the issues in the hearing.

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

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

6 (6.5) In the case of charges involving sexual abuse or  
7 severe physical abuse of a student or a person under the  
8 age of 18, the hearing officer shall make alternative  
9 hearing procedures to protect a witness who is a student or  
10 who is under the age of 18 from being intimidated or  
11 traumatized. Alternative hearing procedures may include,  
12 but are not limited to: (i) testimony made via a  
13 telecommunication device in a location other than the  
14 hearing room and outside the physical presence of the  
15 teacher and other hearing participants, (ii) testimony  
16 outside the physical presence of the teacher, or (iii)  
17 non-public testimony. During a testimony described under  
18 this subsection, each party must be permitted to ask a  
19 witness who is a student or who is under 18 years of age  
20 all relevant questions and follow-up questions. All  
21 questions must exclude evidence of the witness' sexual  
22 behavior or predisposition, unless the evidence is offered  
23 to prove that someone other than the teacher subject to the  
24 dismissal hearing engaged in the charge at issue.

25 (7) The hearing officer shall, within 30 days from the  
26 conclusion of the hearing or closure of the record,

1           whichever is later, make a decision as to whether or not  
2           the teacher shall be dismissed pursuant to Article 24A of  
3           this Code or report to the school board findings of fact  
4           and a recommendation as to whether or not the teacher shall  
5           be dismissed for cause and shall give a copy of the  
6           decision or findings of fact and recommendation to both the  
7           teacher and the school board. If a hearing officer fails  
8           without good cause, specifically provided in writing to  
9           both parties and the State Board of Education, to render a  
10          decision or findings of fact and recommendation within 30  
11          days after the hearing is concluded or the record is  
12          closed, whichever is later, the parties may mutually agree  
13          to select a hearing officer pursuant to the alternative  
14          procedure, as provided in this Section, to rehear the  
15          charges heard by the hearing officer who failed to render a  
16          decision or findings of fact and recommendation or to  
17          review the record and render a decision. If any hearing  
18          officer fails without good cause, specifically provided in  
19          writing to both parties and the State Board of Education,  
20          to render a decision or findings of fact and recommendation  
21          within 30 days after the hearing is concluded or the record  
22          is closed, whichever is later, the hearing officer shall be  
23          removed from the master list of hearing officers maintained  
24          by the State Board of Education for not more than 24  
25          months. The parties and the State Board of Education may  
26          also take such other actions as it deems appropriate,

1 including recovering, reducing, or withholding any fees  
2 paid or to be paid to the hearing officer. If any hearing  
3 officer repeats such failure, he or she must be permanently  
4 removed from the master list maintained by the State Board  
5 of Education and may not be selected by parties through the  
6 alternative selection process under this paragraph (7) or  
7 paragraph (4) of this subsection (d). The board shall not  
8 lose jurisdiction to discharge a teacher if the hearing  
9 officer fails to render a decision or findings of fact and  
10 recommendation within the time specified in this Section.  
11 If the decision of the hearing officer for dismissal  
12 pursuant to Article 24A of this Code or of the school board  
13 for dismissal for cause is in favor of the teacher, then  
14 the hearing officer or school board shall order  
15 reinstatement to the same or substantially equivalent  
16 position and shall determine the amount for which the  
17 school board is liable, including, but not limited to, loss  
18 of income and benefits.

19 (8) The school board, within 45 days after receipt of  
20 the hearing officer's findings of fact and recommendation  
21 as to whether (i) the conduct at issue occurred, (ii) the  
22 conduct that did occur was remediable, and (iii) the  
23 proposed dismissal should be sustained, shall issue a  
24 written order as to whether the teacher must be retained or  
25 dismissed for cause from its employ. The school board's  
26 written order shall incorporate the hearing officer's

1 findings of fact, except that the school board may modify  
2 or supplement the findings of fact if, in its opinion, the  
3 findings of fact are against the manifest weight of the  
4 evidence.

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

18 If the school board retains the teacher, the school  
19 board shall enter a written order stating the amount of  
20 back pay and lost benefits, less mitigation, to be paid to  
21 the teacher, within 45 days after its retention order.  
22 Should the teacher object to the amount of the back pay and  
23 lost benefits or amount mitigated, the teacher shall give  
24 written objections to the amount within 21 days. If the  
25 parties fail to reach resolution within 7 days, the dispute  
26 shall be referred to the hearing officer, who shall



1 consider the school board's written order and teacher's  
2 written objection and determine the amount to which the  
3 school board is liable. The costs of the hearing officer's  
4 review and determination must be paid by the board.

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

19 (10) If a decision of the hearing officer for dismissal  
20 pursuant to Article 24A of this Code or of the school board  
21 for dismissal for cause is adjudicated upon review or  
22 appeal in favor of the teacher, then the trial court shall  
23 order reinstatement and shall remand the matter to the  
24 school board with direction for entry of an order setting  
25 the amount of back pay, lost benefits, and costs, less  
26 mitigation. The teacher may challenge the school board's

1 order setting the amount of back pay, lost benefits, and  
2 costs, less mitigation, through an expedited arbitration  
3 procedure, with the costs of the arbitrator borne by the  
4 school board.

5 Any teacher who is reinstated by any hearing or  
6 adjudication brought under this Section shall be assigned  
7 by the board to a position substantially similar to the one  
8 which that teacher held prior to that teacher's suspension  
9 or dismissal.

10 (11) Subject to any later effective date referenced in  
11 this Section for a specific aspect of the dismissal  
12 process, the changes made by Public Act 97-8 shall apply to  
13 dismissals instituted on or after September 1, 2011. Any  
14 dismissal instituted prior to September 1, 2011 must be  
15 carried out in accordance with the requirements of this  
16 Section prior to amendment by Public Act 97-8.

17 (e) Nothing contained in Public Act 98-648 repeals,  
18 supersedes, invalidates, or nullifies final decisions in  
19 lawsuits pending on July 1, 2014 (the effective date of Public  
20 Act 98-648) in Illinois courts involving the interpretation of  
21 Public Act 97-8.

22 (Source: P.A. 100-768, eff. 1-1-19; 101-81, eff. 7-12-19;  
23 101-531, eff. 8-23-19; revised 12-3-19.)

24 (105 ILCS 5/24-16.5)

25 Sec. 24-16.5. Optional alternative evaluative dismissal

1 process for PERA evaluations.

2 (a) As used in this Section:

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

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

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

26 "PERA-trained board member" means a member of a board that

1 has completed a training program on PERA evaluations either  
2 administered or approved by the State Board of Education.

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

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

14 "School district" means a school district or a program of a  
15 special education joint agreement.

16 "Second evaluator" means an evaluator who either conducts  
17 the mid-point and final remediation evaluation or conducts an  
18 independent assessment of whether the teacher completed the  
19 remediation plan with a rating equal to or better than a  
20 "Proficient" rating or, on and after September 1, 2020, equal  
21 to an "effective" rating, all in accordance with subdivision  
22 (c) of this Section.

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

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

5 "Teacher representatives" means the exclusive bargaining  
6 representative of a school district's teachers or, if no  
7 exclusive bargaining representatives exists, a representative  
8 committee selected by teachers.

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

19 A board may dismiss a teacher who has entered upon  
20 contractual continued service under this Section if the  
21 following are met:

22 (1) the cause of dismissal is that the teacher has  
23 failed to complete a remediation plan with a rating equal  
24 to or better than a "Proficient" or, on and after September  
25 1, 2020, "effective" rating;

26 (2) the "Unsatisfactory" or, on and after September 1,

1           2020, "ineffective" performance evaluation rating that  
2           preceded remediation resulted from a PERA evaluation; and

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

5           A school district may not, through agreement with a teacher  
6           or its teacher representatives, waive its right to dismiss a  
7           teacher under this Section.

8           (c) Each school district electing to use the dismissal  
9           process set forth in this Section must comply with the  
10          pre-remediation and remediation activities and requirements  
11          set forth in this subsection (c).

12          (1) Before a school district's first remediation  
13          relating to a dismissal under this Section, the school  
14          district must create and establish a list of at least 2  
15          evaluators who will be available to serve as second  
16          evaluators under this Section. The school district shall  
17          provide its teacher representatives with an opportunity to  
18          submit additional names of teacher evaluators who will be  
19          available to serve as second evaluators and who will be  
20          added to the list created and established by the school  
21          district, provided that, unless otherwise agreed to by the  
22          school district, the teacher representatives may not  
23          submit more teacher evaluators for inclusion on the list  
24          than the number of evaluators submitted by the school  
25          district. Each teacher evaluator must either have (i)  
26          National Board of Professional Teaching Standards

1 certification, with no "Unsatisfactory" or "Needs  
2 Improvement" or, on and after September 1, 2020,  
3 "ineffective" performance evaluating ratings in his or her  
4 2 most recent performance evaluation ratings; or (ii)  
5 "Excellent" or, on and after September 1, 2020, "effective"  
6 performance evaluation ratings in 2 of his or her 3 most  
7 recent performance evaluations, with no "Needs  
8 Improvement" or "Unsatisfactory" or, on and after  
9 September 1, 2020, "ineffective" performance evaluation  
10 ratings in his or her last 3 ratings. If the teacher  
11 representatives do not submit a list of teacher evaluators  
12 within 21 days after the school district's request, the  
13 school district may proceed with a remediation using a list  
14 that includes only the school district's selections.  
15 Either the school district or the teacher representatives  
16 may revise or add to their selections for the list at any  
17 time with notice to the other party, subject to the  
18 limitations set forth in this paragraph (1).

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

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

10 (3) For each remediation preceding a dismissal under  
11 this Section, the school district shall select a second  
12 evaluator from the list of second evaluators created  
13 pursuant to paragraph (1) of this subsection (c), using the  
14 selection process established pursuant to paragraph (2) of  
15 this subsection (c). The selected second evaluator may not  
16 be the same individual who determined the teacher's  
17 "Unsatisfactory" or, on and after September 1, 2020,  
18 "ineffective" performance evaluation rating preceding  
19 remediation, and, if the second evaluator is an  
20 administrator, may not be a direct report to the individual  
21 who determined the teacher's "Unsatisfactory" or, on and  
22 after September 1, 2020, "ineffective" performance  
23 evaluation rating preceding remediation. The school  
24 district's authority to select a second evaluator from the  
25 list of second evaluators must not be delegated or limited  
26 through any agreement with the teacher representatives,



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

6 (4) The second evaluator selected pursuant to  
7 paragraph (3) of this subsection (c) must either (i)  
8 conduct the mid-point and final evaluation during  
9 remediation or (ii) conduct an independent assessment of  
10 whether the teacher completed the remediation plan with a  
11 rating equal to or better than a "Proficient" or, on and  
12 after September 1, 2020, "effective" rating, which  
13 independent assessment shall include, but is not limited  
14 to, personal or video-recorded observations of the teacher  
15 that relate to the teacher practice components of the  
16 remediation plan. Nothing in this subsection (c) shall be  
17 construed to limit or preclude the participation of the  
18 evaluator who rated a teacher as "Unsatisfactory" or, on  
19 and after September 1, 2020, "ineffective" in remediation.

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

1 described in this subsection (d).

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

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

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

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

18 (i) that the "Unsatisfactory" or, on and after  
19 September 1, 2020, "ineffective" performance  
20 evaluation rating that preceded remediation  
21 applied the teacher practice components and  
22 student growth components and determined an  
23 overall evaluation rating of "Unsatisfactory" or,  
24 on and after September 1, 2020, "ineffective" in  
25 accordance with the standards and requirements of  
26 the school district's evaluation plan;

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

3 (iii) that the teacher failed to complete the  
4 remediation plan with a performance evaluation  
5 rating equal to or better than a "Proficient" or,  
6 on and after September 1, 2020, "effective"  
7 rating, based upon a final remediation evaluation  
8 meeting the applicable standards and requirements  
9 of the school district's evaluation plan; and

10 (iv) that if the second evaluator selected  
11 pursuant to paragraph (3) of subsection (c) of this  
12 Section does not conduct the mid-point and final  
13 evaluation and makes an independent assessment  
14 that the teacher completed the remediation plan  
15 with a rating equal to or better than a  
16 "Proficient" or, on and after September 1, 2020,  
17 "effective" rating, the school district must  
18 demonstrate that the final remediation evaluation  
19 is a more valid assessment of the teacher's  
20 performance than the assessment made by the second  
21 evaluator.

22 (B) The teacher may only challenge the substantive  
23 and procedural aspects of (i) the "Unsatisfactory" or,  
24 on and after September 1, 2020, "ineffective"  
25 performance evaluation rating that led to the  
26 remediation, (ii) the remediation plan, and (iii) the

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

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

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

26 (e) The provisions of Sections 24-12 and 34-85 pertaining

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

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

1 list of hearing officers maintained by the State Board of  
2 Education for not more than 24 months. The parties and the  
3 State Board of Education may also take such other actions as it  
4 deems appropriate, including recovering, reducing, or  
5 withholding any fees paid or to be paid to the hearing officer.  
6 If any hearing officer repeats such failure, he or she shall be  
7 permanently removed from the master list of hearing officers  
8 maintained by the State Board of Education.

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

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

26 If the board retains the teacher, the board shall enter a

1 written order stating the amount of back pay and lost benefits,  
2 less mitigation, to be paid to the teacher, within 45 days of  
3 its retention order.

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

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

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

25 (3) for all school districts, if the hearing officer  
26 recommended dismissal, the decision of the board may be

1 reversed only if it is found to be arbitrary, capricious,  
2 an abuse of discretion, or not in accordance with law.

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

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

15 (105 ILCS 5/24A-5) (from Ch. 122, par. 24A-5)

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

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



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

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

5 (2) each teacher in contractual continued service is  
6 evaluated at least once in the course of every 2 school  
7 years. However, any teacher in contractual continued  
8 service whose performance is rated as ~~either "needs~~  
9 ~~improvement" or "unsatisfactory"~~ or, on or after September  
10 1, 2020, "ineffective" must be evaluated at least once in  
11 the school year following the receipt of such rating.

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

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

24 The plan shall include a description of each teacher's  
25 duties and responsibilities and of the standards to which that  
26 teacher is expected to conform, and shall include at least the

1 following components:

2 (a) personal observation of the teacher in the  
3 classroom by the evaluator, unless the teacher has no  
4 classroom duties.

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

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

12 (d) prior to September 1, 2012, rating of the  
13 performance of teachers in contractual continued service  
14 as either:

15 (i) "excellent", "satisfactory" or  
16 "unsatisfactory"; or

17 (ii) "excellent", "proficient", "needs  
18 improvement" or "unsatisfactory".

19 (e) on and after September 1, 2020 ~~2012~~, rating of the  
20 performance of all teachers as "excellent", "proficient",  
21 or "needs improvement" shall be considered "effective" and  
22 rating of the performance of all teachers as ~~or~~  
23 "unsatisfactory" shall be considered "ineffective".

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

26 (g) inclusion of a copy of the evaluation in the

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

3 (h) prior to September 1, 2020, within 30 school days  
4 after the completion of an evaluation rating a teacher in  
5 contractual continued service as "needs improvement",  
6 development by the evaluator, in consultation with the  
7 teacher, and taking into account the teacher's on-going  
8 professional responsibilities including his or her regular  
9 teaching assignments, of a professional development plan  
10 directed to the areas that need improvement and any  
11 supports that the district will provide to address the  
12 areas identified as needing improvement.

13 (i) within 30 school days after completion of an  
14 evaluation rating a teacher in contractual continued  
15 service as "unsatisfactory" or, on or after September 1,  
16 2020, "ineffective", development and commencement by the  
17 district of a remediation plan designed to correct  
18 deficiencies cited, provided the deficiencies are deemed  
19 remediable. In all school districts the remediation plan  
20 for unsatisfactory, tenured teachers shall provide for 90  
21 school days of remediation within the classroom, unless an  
22 applicable collective bargaining agreement provides for a  
23 shorter duration. In all school districts evaluations  
24 issued pursuant to this Section shall be issued within 10  
25 days after the conclusion of the respective remediation  
26 plan. However, the school board or other governing

1 authority of the district shall not lose jurisdiction to  
2 discharge a teacher in the event the evaluation is not  
3 issued within 10 days after the conclusion of the  
4 respective remediation plan.

5 (j) participation in the remediation plan by the  
6 teacher in contractual continued service rated  
7 "unsatisfactory" or, on or after September 1, 2020,  
8 "ineffective", an evaluator, and a consulting teacher  
9 selected by the evaluator of the teacher who was rated  
10 "unsatisfactory" or, on or after September 1, 2020,  
11 "ineffective". The criteria for a ~~which~~ consulting teacher  
12 shall include, but not be limited to, being ~~is~~ an  
13 educational employee as defined in the Educational Labor  
14 Relations Act, having ~~has~~ at least 5 years' teaching  
15 experience, and a reasonable familiarity with the  
16 assignment of the teacher being evaluated, and having ~~who~~  
17 received an "excellent" rating or, on or after September 1,  
18 2020, an "effective" rating on his or her most recent  
19 evaluation. Where no teachers who meet these criteria are  
20 available within the district, the district shall request  
21 and the applicable regional office of education shall  
22 supply, to participate in the remediation process, an  
23 individual who meets these criteria.

24 In a district having a population of less than 500,000  
25 with an exclusive bargaining agent, the bargaining agent  
26 may, if it so chooses, supply a roster of qualified

1 teachers from whom the consulting teacher is to be  
2 selected. That roster shall, however, contain the names of  
3 at least 5 teachers, each of whom meets the criteria for  
4 consulting teacher with regard to the teacher being  
5 evaluated, or the names of all teachers so qualified if  
6 that number is less than 5. The district, in consultation  
7 with the joint committee referred to in subsection (b) of  
8 Section 24A-4 of this Code, shall select the consulting  
9 teacher from this roster. In the event of a dispute as to  
10 qualification, the State Board shall determine  
11 qualification.

12 (k) a mid-point and final evaluation by an evaluator  
13 during and at the end of the remediation period,  
14 immediately following receipt of a remediation plan  
15 provided for under subsections (i) and (j) of this Section.  
16 Each evaluation shall assess the teacher's performance  
17 during the time period since the prior evaluation; provided  
18 that the last evaluation shall also include an overall  
19 evaluation of the teacher's performance during the  
20 remediation period. A written copy of the evaluations and  
21 ratings, in which any deficiencies in performance and  
22 recommendations for correction are identified, shall be  
23 provided to and discussed with the teacher within 10 school  
24 days after the date of the evaluation, unless an applicable  
25 collective bargaining agreement provides to the contrary.  
26 These subsequent evaluations shall be conducted by an

1 evaluator. The consulting teacher shall provide advice to  
2 the teacher rated "unsatisfactory" or, on or after  
3 September 1, 2020, "ineffective" on how to improve teaching  
4 skills and to successfully complete the remediation plan.  
5 The consulting teacher shall participate in developing the  
6 remediation plan, but the final decision as to the  
7 evaluation shall be done solely by the evaluator, unless an  
8 applicable collective bargaining agreement provides to the  
9 contrary. Evaluations at the conclusion of the remediation  
10 process shall be separate and distinct from the required  
11 annual evaluations of teachers and shall not be subject to  
12 the guidelines and procedures relating to those annual  
13 evaluations. The evaluator may but is not required to use  
14 the forms provided for the annual evaluation of teachers in  
15 the district's evaluation plan.

16 (l) reinstatement to the evaluation schedule set forth  
17 in the district's evaluation plan for any teacher in  
18 contractual continued service who achieves a rating equal  
19 to or better than "satisfactory" or "proficient" in the  
20 school year following a rating of "needs improvement" or,  
21 on or after September 1, 2020, "effective" or  
22 "unsatisfactory" or, on or after September 1, 2020,  
23 "ineffective".

24 (m) dismissal in accordance with subsection (d) of  
25 Section 24-12 or Section 24-16.5 or 34-85 of this Code of  
26 any teacher who fails to complete any applicable

1 remediation plan with a rating equal to or better than a  
2 "satisfactory" or "proficient" or, on or after September 1,  
3 2020, "effective" rating. Districts and teachers subject  
4 to dismissal hearings are precluded from compelling the  
5 testimony of consulting teachers at such hearings under  
6 subsection (d) of Section 24-12 or Section 24-16.5 or 34-85  
7 of this Code, either as to the rating process or for  
8 opinions of performances by teachers under remediation.

9 (n) After the implementation date of an evaluation  
10 system for teachers in a district as specified in Section  
11 24A-2.5 of this Code, if a teacher in contractual continued  
12 service successfully completes a remediation plan  
13 following a rating of "unsatisfactory" or, on or after  
14 September 1, 2020, "ineffective" in an annual or biennial  
15 overall performance evaluation received after the  
16 foregoing implementation date and receives a subsequent  
17 rating of "unsatisfactory" or, on or after September 1,  
18 2020, "ineffective" in any of the teacher's annual or  
19 biennial overall performance evaluation ratings received  
20 during the 36-month period following the teacher's  
21 completion of the remediation plan, then the school  
22 district may forego remediation and seek dismissal in  
23 accordance with subsection (d) of Section 24-12 or Section  
24 34-85 of this Code.

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

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

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

15 (Source: P.A. 97-8, eff. 6-13-11; 98-470, eff. 8-16-13; 98-648,  
16 eff. 7-1-14.)

17 (105 ILCS 5/24A-5.5)

18 Sec. 24A-5.5. Local appeal process for unsatisfactory or  
19 ineffective ratings. Beginning with the first school year  
20 following the effective date of this amendatory Act of the  
21 101st General Assembly, each school district shall, in good  
22 faith cooperation with its teachers or, if applicable, through  
23 good faith bargaining with the exclusive bargaining  
24 representative of its teachers, develop and implement an  
25 appeals process for "unsatisfactory" or "ineffective" ratings



1 under Section 24A-5 that includes, but is not limited to, an  
2 assessment of the original rating by a panel of qualified  
3 evaluators agreed to by the joint committee referred to in  
4 subsection (b) of Section 24A-4 that has the power to revoke  
5 the "unsatisfactory" or "ineffective" rating it deems to be  
6 erroneous. The joint committee shall determine the criteria for  
7 successful appeals; however, the issuance of a rating to  
8 replace an "unsatisfactory" or "ineffective" rating must be  
9 determined through bargaining between the exclusive bargaining  
10 representative, if any, and the school district.

11 (Source: P.A. 101-591, eff. 8-27-19.)

12 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

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

1 cause in the manner provided by Section 34-85.

2 ~~For a probationary appointed teacher in full-time service~~  
3 ~~who is appointed on or after July 1, 2013 and who receives~~  
4 ~~ratings of "excellent" during his or her first 3 school terms~~  
5 ~~of full-time service, the probationary period shall be 3 school~~  
6 ~~terms of full-time service.~~ For a probationary-appointed  
7 teacher in full-time service who is appointed on or after July  
8 1, 2013 and who had previously entered into contractual  
9 continued service in another school district in this State or a  
10 program of a special education joint agreement in this State,  
11 as defined in Section 24-11 of this Code, the probationary  
12 period shall be 2 school terms of full-time service, provided  
13 that (i) the teacher voluntarily resigned or was honorably  
14 dismissed from the prior district or program within the 3-month  
15 period preceding his or her appointment date, (ii) the  
16 teacher's last 2 ratings in the prior district or program were  
17 at least "proficient" or, on or after September 1, 2020,  
18 "effective" and were issued after the prior district's or  
19 program's PERA implementation date, as defined in Section 24-11  
20 of this Code, and (iii) the teacher receives ratings of  
21 "excellent" or, on or after September 1, 2020, "effective"  
22 during his or her first 2 school terms of full-time service.

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

1 probationary period shall be 4 school terms of full-time  
2 service, provided that the teacher receives a rating of at  
3 least "proficient" or, on or after September 1, 2020,  
4 "effective" in the last school term and a rating of at least  
5 "proficient" or, on or after September 1, 2020, "effective" in  
6 either the second or third school term.

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

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

26 The school principal shall make the decision in selecting

1 teachers to fill new and vacant positions consistent with  
2 Section 34-8.1.

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

4 (105 ILCS 5/34-85c)

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

8 (a) Notwithstanding any law to the contrary, the board and  
9 the exclusive representative of the district's teachers are  
10 hereby authorized to negotiate and enter into an agreement to  
11 establish alternative procedures for teacher evaluation,  
12 remediation, and removal for cause after remediation,  
13 including an alternative system for peer evaluation and  
14 recommendations; provided, however, that no later than  
15 September 1, 2012: (i) any alternative procedures must include  
16 provisions whereby student performance data is a significant  
17 factor in teacher evaluation, except that, on and after  
18 September 1, 2020, such provisions may be included, and (ii)  
19 teachers are rated as "excellent", "proficient", "needs  
20 improvement" or "unsatisfactory" until September 1, 2020, on  
21 and after which time the ratings shall be "ineffective" and  
22 "effective". Pursuant exclusively to that agreement, teachers  
23 assigned to schools identified in that agreement shall be  
24 subject to an alternative performance evaluation plan and  
25 remediation procedures in lieu of the plan and procedures set

1     forth in Article 24A of this Code, other than subsection (d) of  
2     Section 24A-4, and alternative removal for cause standards and  
3     procedures in lieu of the removal standards and procedures set  
4     forth in Section 34-85 of this Code. To the extent that the  
5     agreement provides a teacher with an opportunity for a hearing  
6     on removal for cause before an independent hearing officer in  
7     accordance with Section 34-85 or otherwise, the hearing officer  
8     shall be governed by the alternative performance evaluation  
9     plan, remediation procedures, and removal standards and  
10    procedures set forth in the agreement in making findings of  
11    fact and a recommendation.

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

16    (Source: P.A. 96-861, eff. 1-15-10; 97-8, eff. 6-13-11.)

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