

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

7 (105 ILCS 5/24A-2) (from Ch. 122, par. 24A-2)

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

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

19 (105 ILCS 5/24A-4) (from Ch. 122, par. 24A-4)

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

1 certified under laws relating to the certification of teachers.
2 Each school district shall develop, in cooperation with its
3 teachers or, where applicable, the exclusive bargaining
4 representatives of its teachers, an evaluation plan for all
5 teachers in contractual continued service. The district shall,
6 no later than October 1, 1986, submit a copy of its evaluation
7 plan to the State Board of Education, which shall review the
8 plan and make public its comments thereon, and the district
9 shall at the same time provide a copy to the exclusive
10 bargaining representatives. Whenever any substantive change is
11 made in a district's evaluation plan, the new plan shall be
12 submitted to the State Board of Education for review and
13 comment, and the district shall at the same time provide a copy
14 of any such new plan to the exclusive bargaining
15 representatives. The board of a school district operating under
16 Article 34 of this Code and the exclusive representative of the
17 district's teachers shall submit a certified copy of an
18 agreement entered into under Section 34-85c of this Code to the
19 State Board of Education, and that agreement shall constitute
20 the teacher evaluation plan for teachers assigned to schools
21 identified in that agreement. Whenever any substantive change
22 is made in an agreement entered into under Section 34-85c of
23 this Code by the board of a school district operating under
24 Article 34 of this Code and the exclusive representative of the
25 district's teachers, the new agreement shall be submitted to
26 the State Board of Education.

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

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

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

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

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

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

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

9 (a) personal observation of the teacher in the
10 classroom (on at least 2 different school days in school
11 districts having a population exceeding 500,000) by a
12 district administrator qualified under Section 24A-3, or
13 -- in school districts having a population exceeding
14 500,000 -- by either an administrator qualified under
15 Section 24A-3 or an assistant principal under the
16 supervision of an administrator qualified under Section
17 24A-3, unless the teacher has no classroom duties.

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

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

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

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

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

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

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

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

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

1 qualification, the State Board shall determine
2 qualification.

3 (h) evaluations and ratings once every 30 school days
4 for the 90 school day remediation period immediately
5 following receipt of a remediation plan provided for under
6 subsections (f) and (g) of this Section; provided that in
7 school districts having a population exceeding 500,000
8 there shall be monthly evaluations and ratings for the
9 first 6 months and quarterly evaluations and ratings for
10 the next 6 months immediately following completion of the
11 remediation program of a teacher for whom a remediation
12 plan has been developed. These subsequent evaluations
13 shall be conducted by the participating administrator, or
14 -- in school districts having a population exceeding
15 500,000 -- by either the principal or by an assistant
16 principal under the supervision of an administrator
17 qualified under Section 24A-3. The consulting teacher
18 shall provide advice to the teacher rated "unsatisfactory"
19 on how to improve teaching skills and to successfully
20 complete the remediation plan. The consulting teacher
21 shall participate in developing the remediation plan, but
22 the final decision as to the evaluation shall be done
23 solely by the administrator, or -- in school districts
24 having a population exceeding 500,000 -- by either the
25 principal or by an assistant principal under the
26 supervision of an administrator qualified under Section

1 24A-3, unless an applicable collective bargaining
2 agreement provides to the contrary. Teachers in the
3 remediation process in a school district having a
4 population exceeding 500,000 are not subject to the annual
5 evaluations described in paragraphs (a) through (e) of this
6 Section. Evaluations at the conclusion of the remediation
7 process shall be separate and distinct from the required
8 annual evaluations of teachers and shall not be subject to
9 the guidelines and procedures relating to those annual
10 evaluations. The evaluator may but is not required to use
11 the forms provided for the annual evaluation of teachers in
12 the district's evaluation plan.

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

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

1 of The School Code of any teacher who fails to complete any
2 applicable remediation plan with a "satisfactory" or
3 better rating. Districts and teachers subject to dismissal
4 hearings are precluded from compelling the testimony of
5 consulting teachers at such hearings under Section 24-12 or
6 34-85, either as to the rating process or for opinions of
7 performances by teachers under remediation.

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

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

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

3 (105 ILCS 5/24A-7) (from Ch. 122, par. 24A-7)

4 Sec. 24A-7. Rules. The State Board of Education is
5 authorized to adopt such rules as are deemed necessary to
6 implement and accomplish the purposes and provisions of this
7 Article, except that these rules shall not apply to teachers
8 assigned to schools identified in an agreement entered into
9 between the board of a school district operating under Article
10 34 of this Code and the exclusive representative of the
11 district's teachers in accordance with Section 34-85c of this
12 Code.

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

14 (105 ILCS 5/34-8.1) (from Ch. 122, par. 34-8.1)

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

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

1 plant operation employees under his or her direction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 Commencing on July 1, 1990, or on July 1, 1991, and
11 thereafter, the principal of each attendance center shall be
12 the person selected in the manner provided by Section 34-2.3 to
13 serve as principal of that attendance center under a 4 year
14 performance contract. All performance contracts of principals
15 expiring after July 1, 1990, or July 1, 1991, shall commence on
16 the date specified in the contract, and the renewal of their
17 performance contracts and the appointment of principals when
18 their performance contracts are not renewed shall be governed
19 by Sections 34-2.2 and 34-2.3. Whenever a vacancy in the office
20 of a principal occurs for any reason, the vacancy shall be
21 filled by the selection of a new principal to serve under a 4
22 year performance contract in the manner provided by Section
23 34-2.3.

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

1 shall furnish the same to each local school council. The term
2 of the performance contract shall be 4 years, unless the
3 principal is retained by the decision of a hearing officer
4 pursuant to subdivision 1.5 of Section 34-2.3, in which case
5 the contract shall be extended for 2 years. The performance
6 contract of each principal shall consist of the uniform
7 performance contract, as developed or from time to time
8 modified by the board, and such additional criteria as are
9 established by a local school council pursuant to Section
10 34-2.3 for the performance contract of its principal.

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

16 In the event the performance contract of a principal is not
17 renewed or a principal is not reappointed as principal under a
18 new performance contract, or in the event a principal is
19 appointed to any position of superintendent or higher position,
20 or voluntarily resigns his position of principal, his or her
21 employment as a principal shall terminate and such former
22 principal shall not be reinstated to the position from which he
23 or she was promoted to principal, except that he or she, if
24 otherwise qualified and certified in accordance with Article
25 21, shall be placed by the board on appropriate eligibility
26 lists which it prepares for use in the filling of vacant or

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

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

14 (Source: P.A. 93-3, eff. 4-16-03; 93-48, eff. 7-1-03; revised
15 9-11-03.)

16 (105 ILCS 5/34-85) (from Ch. 122, par. 34-85)

17 Sec. 34-85. Removal for cause; Notice and hearing;
18 Suspension. No teacher employed by the board of education shall
19 (after serving the probationary period specified in Section
20 34-84) be removed except for cause. Teachers (who have
21 completed the probationary period specified in Section 34-84 of
22 this Code) shall be removed for cause in accordance with the
23 procedures set forth in this Section or such other procedures
24 established in an agreement entered into between the board and
25 the exclusive representative of the district's teachers under

1 Section 34-85c of this Code for teachers (who have completed
2 the probationary period specified in Section 34-84 of this
3 Code) assigned to schools identified in that agreement. No
4 principal employed by the board of education shall be removed
5 during the term of his or her performance contract except for
6 cause, which may include but is not limited to the principal's
7 repeated failure to implement the school improvement plan or to
8 comply with the provisions of the Uniform Performance Contract,
9 including additional criteria established by the Council for
10 inclusion in the performance contract pursuant to Section
11 34-2.3.

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

1 approval of the charges shall constitute proof of service.

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

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

1 the teacher or principal or their legal representatives shall
2 each have the right to reject all prospective hearing officers
3 named on the first list and to require the State Board of
4 Education to provide a second list of 5 prospective, impartial
5 hearing officers, none of whom were named on the first list.
6 Within 5 days after receiving this request for a second list,
7 the State Board of Education shall provide the second list of 5
8 prospective, impartial hearing officers. The procedure for
9 selecting a hearing officer from the second list shall be the
10 same as the procedure for the first list. Each party shall
11 promptly serve written notice on the other of any name stricken
12 from the list. If the teacher or principal fails to do so, the
13 general superintendent may select the hearing officer from any
14 name remaining on the list. The teacher or principal may waive
15 the hearing at any time prior to the appointment of the hearing
16 officer. Notice of the selection of the hearing officer shall
17 be given to the State Board of Education. The hearing officer
18 shall be notified of his selection by the State Board of
19 Education. A signed acceptance shall be filed with the State
20 Board of Education within 5 days of receipt of notice of the
21 selection. The State Board of Education shall notify the
22 teacher or principal and the board of its appointment of the
23 hearing officer. In the alternative to selecting a hearing
24 officer from the first or second list received from the State
25 Board of Education, the general superintendent and the teacher
26 or principal or their legal representatives may mutually agree

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

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

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

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

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

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

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

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

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

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

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

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

19 (105 ILCS 5/34-85b) (from Ch. 122, par. 34-85b)

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

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

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

5 (105 ILCS 5/34-85c new)

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

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

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

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

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