



Sen. Kimberly A. Lightford

**Filed: 5/26/2014**

09800HB5546sam001

LRB098 18407 OMW 60208 a

1 AMENDMENT TO HOUSE BILL 5546

2 AMENDMENT NO. \_\_\_\_\_. Amend House Bill 5546 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by changing Sections  
5 2-3.153, 10-17a, 24-12, and 24A-5 as follows:

6 (105 ILCS 5/2-3.153)

7 Sec. 2-3.153. Survey of learning conditions.

8 (a) The State Board of Education shall select for statewide  
9 administration an instrument to provide feedback from, at a  
10 minimum, students in grades 6 through 12 and teachers on the  
11 instructional environment within a school after giving  
12 consideration to the recommendations of the Performance  
13 Evaluation Advisory Council made pursuant to subdivision (6) of  
14 subsection (a) of Section 24A-20 of this Code. Subject to  
15 appropriation to the State Board of Education for the State's  
16 cost of development and administration and, subject to

1 subsections (b) and (c) of this Section ~~commencing with the~~  
2 ~~2012-2013 school year~~, each school district shall administer,  
3 at least biennially ~~biannually~~, the instrument in every public  
4 school attendance center by a date specified by the State  
5 Superintendent of Education, and data resulting from the  
6 instrument's administration must be provided to the State Board  
7 of Education. The survey component that requires completion by  
8 the teachers must be administered during teacher meetings or  
9 professional development days or at other times that would not  
10 interfere with the teachers' regular classroom and direct  
11 instructional duties. The State Superintendent, following  
12 consultation with teachers, principals, and other appropriate  
13 stakeholders, shall publicly report on selected indicators of  
14 learning conditions resulting from administration of the  
15 instrument at the individual school, district, and State levels  
16 and shall identify whether the indicators result from an  
17 anonymous administration of the instrument. If in any year the  
18 appropriation to the State Board of Education is insufficient  
19 for the State's costs associated with statewide administration  
20 of the instrument, the State Board of Education shall give  
21 priority to districts with low-performing schools and a  
22 representative sample of other districts.

23 (b) A school district may elect to use, on a district-wide  
24 basis and at the school district's sole cost and expense, an  
25 alternate survey of learning conditions instrument  
26 pre-approved by the State Superintendent under subsection (c)

1 of this Section in lieu of the statewide survey instrument  
2 selected under subsection (a) of this Section, provided that:

3 (1) the school district notifies the State Board of  
4 Education, on a form provided by the State Superintendent,  
5 of its intent to administer an alternate instrument on or  
6 before a date established by the State Superintendent for  
7 the 2014-2015 school year and August 1 of each subsequent  
8 school year during which the instrument will be  
9 administered;

10 (2) the notification submitted to the State Board under  
11 paragraph (1) of this subsection (b) must be accompanied by  
12 a certification signed by the president of the local  
13 teachers' exclusive bargaining representative and  
14 president of the school board indicating that the alternate  
15 survey has been agreed to by the teachers' exclusive  
16 bargaining representative and the school board;

17 (3) the school district's administration of the  
18 alternate instrument, including providing to the State  
19 Board of Education data and reports suitable to be  
20 published on school report cards and the State School  
21 Report Card Internet website, is performed in accordance  
22 with the requirements of subsection (a) of this Section;  
23 and

24 (4) the alternate instrument is administered each  
25 school year that the statewide survey instrument is  
26 administered; if the statewide survey is not administrated

1 in a given school year, the school district is not required  
2 to provide the alternative instrument in that given school  
3 year.

4 (c) The State Superintendent, in consultation with  
5 teachers, principals, superintendents, and other appropriate  
6 stakeholders, shall administer an approval process through  
7 which at least 2, but not more than 3, alternate survey of  
8 learning conditions instruments will be approved by the State  
9 Superintendent following a determination by the State  
10 Superintendent that each approved instrument:

11 (1) meets all requirements of subsection (a) of this  
12 Section;

13 (2) provides a summation of indicator results of the  
14 alternative survey by a date established by the State  
15 Superintendent in a manner that allows the indicator  
16 results to be included on school report cards pursuant to  
17 Section 10-17a of this Code by October 31 of the school  
18 year following the instrument's administration;

19 (3) provides summary reports for each district and  
20 attendance center intended for parents and community  
21 stakeholders;

22 (4) meets scale reliability requirements using  
23 accepted testing measures;

24 (5) provides research-based evidence linking  
25 instrument content to one or more improved student  
26 outcomes; and

1           (6) has undergone and documented testing to prove  
2           validity.

3           The State Superintendent shall periodically review and update  
4           the list of approved alternate survey instruments, provided  
5           that at least 2, but no more than 3, alternate survey  
6           instruments shall be approved for use during any school year.

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

13           (Source: P.A. 97-8, eff. 6-13-11; 97-813, eff. 7-13-12.)

14           (105 ILCS 5/10-17a) (from Ch. 122, par. 10-17a)

15           Sec. 10-17a. State, school district, and school report  
16           cards.

17           (1) By October 31, 2013 and October 31 of each subsequent  
18           school year, the State Board of Education, through the State  
19           Superintendent of Education, shall prepare a State report card,  
20           school district report cards, and school report cards, and  
21           shall by the most economic means provide to each school  
22           district in this State, including special charter districts and  
23           districts subject to the provisions of Article 34, the report  
24           cards for the school district and each of its schools.

25           (2) In addition to any information required by federal law,

1 the State Superintendent shall determine the indicators and  
2 presentation of the school report card, which must include, at  
3 a minimum, the most current data possessed by the State Board  
4 of Education related to the following:

5 (A) school characteristics and student demographics,  
6 including average class size, average teaching experience,  
7 student racial/ethnic breakdown, and the percentage of  
8 students classified as low-income; the percentage of  
9 students classified as limited English proficiency; the  
10 percentage of students who have individualized education  
11 plans or 504 plans that provide for special education  
12 services; the percentage of students who annually  
13 transferred in or out of the school district; the per-pupil  
14 operating expenditure of the school district; and the  
15 per-pupil State average operating expenditure for the  
16 district type (elementary, high school, or unit);

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

1 community partnerships, and special programs such as  
2 programming for the gifted and talented, students with  
3 disabilities, and work-study students;

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

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

25 (E) the school environment, including, where  
26 applicable, the percentage of students with less than 10

1 absences in a school year, the percentage of teachers with  
2 less than 10 absences in a school year for reasons other  
3 than professional development, leaves taken pursuant to  
4 the federal Family Medical Leave Act of 1993, long-term  
5 disability, or parental leaves, the 3-year average of the  
6 percentage of teachers returning to the school from the  
7 previous year, the number of different principals at the  
8 school in the last 6 years, 2 or more indicators from any  
9 school climate survey selected or approved ~~developed~~ by the  
10 State and administered pursuant to Section 2-3.153 of this  
11 Code, with the same or similar indicators included on  
12 school report cards for all surveys selected or approved by  
13 the State pursuant to Section 2-3.153 of this Code, and the  
14 combined percentage of teachers rated as proficient or  
15 excellent in their most recent evaluation.

16 The school report card shall also provide information that  
17 allows for comparing the current outcome, progress, and  
18 environment data to the State average, to the school data from  
19 the past 5 years, and to the outcomes, progress, and  
20 environment of similar schools based on the type of school and  
21 enrollment of low-income, special education, and limited  
22 English proficiency students.

23 (3) At the discretion of the State Superintendent, the  
24 school district report card shall include a subset of the  
25 information identified in paragraphs (A) through (E) of  
26 subsection (2) of this Section, as well as information relating



1 to the operating expense per pupil and other finances of the  
2 school district, and the State report card shall include a  
3 subset of the information identified in paragraphs (A) through  
4 (E) of subsection (2) of this Section.

5 (4) Notwithstanding anything to the contrary in this  
6 Section, in consultation with key education stakeholders, the  
7 State Superintendent shall at any time have the discretion to  
8 amend or update any and all metrics on the school, district, or  
9 State report card.

10 (5) Annually, no more than 30 calendar days after receipt  
11 of the school district and school report cards from the State  
12 Superintendent of Education, each school district, including  
13 special charter districts and districts subject to the  
14 provisions of Article 34, shall present such report cards at a  
15 regular school board meeting subject to applicable notice  
16 requirements, post the report cards on the school district's  
17 Internet web site, if the district maintains an Internet web  
18 site, make the report cards available to a newspaper of general  
19 circulation serving the district, and, upon request, send the  
20 report cards home to a parent (unless the district does not  
21 maintain an Internet web site, in which case the report card  
22 shall be sent home to parents without request). If the district  
23 posts the report card on its Internet web site, the district  
24 shall send a written notice home to parents stating (i) that  
25 the report card is available on the web site, (ii) the address  
26 of the web site, (iii) that a printed copy of the report card

1 will be sent to parents upon request, and (iv) the telephone  
2 number that parents may call to request a printed copy of the  
3 report card.

4 (6) Nothing contained in this amendatory Act of the 98th  
5 General Assembly repeals, supersedes, invalidates, or  
6 nullifies final decisions in lawsuits pending on the effective  
7 date of this amendatory Act of the 98th General Assembly in  
8 Illinois courts involving the interpretation of Public Act  
9 97-8.

10 (Source: P.A. 97-671, eff. 1-24-12; 98-463, eff. 8-16-13.)

11 (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

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

14 (a) This subsection (a) applies only to honorable  
15 dismissals and recalls in which the notice of dismissal is  
16 provided on or before the end of the 2010-2011 school term. If  
17 a teacher in contractual continued service is removed or  
18 dismissed as a result of a decision of the board to decrease  
19 the number of teachers employed by the board or to discontinue  
20 some particular type of teaching service, written notice shall  
21 be mailed to the teacher and also given the teacher either by  
22 certified mail, return receipt requested or personal delivery  
23 with receipt at least 60 days before the end of the school  
24 term, together with a statement of honorable dismissal and the  
25 reason therefor, and in all such cases the board shall first

1 remove or dismiss all teachers who have not entered upon  
2 contractual continued service before removing or dismissing  
3 any teacher who has entered upon contractual continued service  
4 and who is legally qualified to hold a position currently held  
5 by a teacher who has not entered upon contractual continued  
6 service.

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

21 If the board has any vacancies for the following school  
22 term or within one calendar year from the beginning of the  
23 following school term, the positions thereby becoming  
24 available shall be tendered to the teachers so removed or  
25 dismissed so far as they are legally qualified to hold such  
26 positions; provided, however, that if the number of honorable

1 dismissal notices based on economic necessity exceeds 15% of  
2 the number of full time equivalent positions filled by  
3 certified employees (excluding principals and administrative  
4 personnel) during the preceding school year, then if the board  
5 has any vacancies for the following school term or within 2  
6 calendar years from the beginning of the following school term,  
7 the positions so becoming available shall be tendered to the  
8 teachers who were so notified and removed or dismissed whenever  
9 they are legally qualified to hold such positions. Each board  
10 shall, in consultation with any exclusive employee  
11 representatives, each year establish a list, categorized by  
12 positions, showing the length of continuing service of each  
13 teacher who is qualified to hold any such positions, unless an  
14 alternative method of determining a sequence of dismissal is  
15 established as provided for in this Section, in which case a  
16 list shall be made in accordance with the alternative method.  
17 Copies of the list shall be distributed to the exclusive  
18 employee representative on or before February 1 of each year.  
19 Whenever the number of honorable dismissal notices based upon  
20 economic necessity exceeds 5, or 150% of the average number of  
21 teachers honorably dismissed in the preceding 3 years,  
22 whichever is more, then the board also shall hold a public  
23 hearing on the question of the dismissals. Following the  
24 hearing and board review the action to approve any such  
25 reduction shall require a majority vote of the board members.

26 (b) This subsection (b) applies only to honorable

1 dismissals and recalls in which the notice of dismissal is  
2 provided during the 2011-2012 school term or a subsequent  
3 school term. If any teacher, whether or not in contractual  
4 continued service, is removed or dismissed as a result of a  
5 decision of a school board to decrease the number of teachers  
6 employed by the board, a decision of a school board to  
7 discontinue some particular type of teaching service, or a  
8 reduction in the number of programs or positions in a special  
9 education joint agreement, then written notice must be mailed  
10 to the teacher and also given to the teacher either by  
11 certified mail, return receipt requested, or personal delivery  
12 with receipt at least 45 days before the end of the school  
13 term, together with a statement of honorable dismissal and the  
14 reason therefor, and in all such cases the sequence of  
15 dismissal shall occur in accordance with this subsection (b);  
16 except that this subsection (b) shall not impair the operation  
17 of any affirmative action program in the school district,  
18 regardless of whether it exists by operation of law or is  
19 conducted on a voluntary basis by the board.

20 Each teacher must be categorized into one or more positions  
21 for which the teacher is qualified to hold, based upon legal  
22 qualifications and any other qualifications established in a  
23 district or joint agreement job description, on or before the  
24 May 10 prior to the school year during which the sequence of  
25 dismissal is determined. Within each position and subject to  
26 agreements made by the joint committee on honorable dismissals

1 that are authorized by subsection (c) of this Section, the  
2 school district or joint agreement must establish 4 groupings  
3 of teachers qualified to hold the position as follows:

4 (1) Grouping one shall consist of each teacher who is  
5 not in contractual continued service and who (i) has not  
6 received a performance evaluation rating, (ii) is employed  
7 for one school term or less to replace a teacher on leave,  
8 or (iii) is employed on a part-time basis. "Part-time  
9 basis" for the purposes of this subsection (b) means a  
10 teacher who is employed to teach less than a full-day,  
11 teacher workload or less than 5 days of the normal student  
12 attendance week, unless otherwise provided for in a  
13 collective bargaining agreement between the district and  
14 the exclusive representative of the district's teachers.  
15 For the purposes of this Section, a teacher (A) who is  
16 employed as a full-time teacher but who actually teaches or  
17 is otherwise present and participating in the district's  
18 educational program for less than a school term or (B) who,  
19 in the immediately previous school term, was employed on a  
20 full-time basis and actually taught or was otherwise  
21 present and participated in the district's educational  
22 program for 120 days or more is not considered employed on  
23 a part-time basis.

24 (2) Grouping 2 shall consist of each teacher with a  
25 Needs Improvement or Unsatisfactory performance evaluation  
26 rating on either of the teacher's last 2 performance

1 evaluation ratings.

2 (3) Grouping 3 shall consist of each teacher with a  
3 performance evaluation rating of at least Satisfactory or  
4 Proficient on both of the teacher's last 2 performance  
5 evaluation ratings, if 2 ratings are available, or on the  
6 teacher's last performance evaluation rating, if only one  
7 rating is available, unless the teacher qualifies for  
8 placement into grouping 4.

9 (4) Grouping 4 shall consist of each teacher whose last  
10 2 performance evaluation ratings are Excellent and each  
11 teacher with 2 Excellent performance evaluation ratings  
12 out of the teacher's last 3 performance evaluation ratings  
13 with a third rating of Satisfactory or Proficient.

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.

18 Within grouping one, the sequence of dismissal must be at  
19 the discretion of the school district or joint agreement.  
20 Within grouping 2, the sequence of dismissal must be based upon  
21 average performance evaluation ratings, with the teacher or  
22 teachers with the lowest average performance evaluation rating  
23 dismissed first. A teacher's average performance evaluation  
24 rating must be calculated using the average of the teacher's  
25 last 2 performance evaluation ratings, if 2 ratings are  
26 available, or the teacher's last performance evaluation

1 rating, if only one rating is available, using the following  
2 numerical values: 4 for Excellent; 3 for Proficient or  
3 Satisfactory; 2 for Needs Improvement; and 1 for  
4 Unsatisfactory. As between or among teachers in grouping 2 with  
5 the same average performance evaluation rating and within each  
6 of groupings 3 and 4, the teacher or teachers with the shorter  
7 length of continuing service with the school district or joint  
8 agreement must be dismissed first unless an alternative method  
9 of determining the sequence of dismissal is established in a  
10 collective bargaining agreement or contract between the board  
11 and a professional faculty members' organization.

12 Each board, including the governing board of a joint  
13 agreement, shall, in consultation with any exclusive employee  
14 representatives, each year establish a sequence of honorable  
15 dismissal list categorized by positions and the groupings  
16 defined in this subsection (b). Copies of the list showing each  
17 teacher by name and categorized by positions and the groupings  
18 defined in this subsection (b) must be distributed to the  
19 exclusive bargaining representative at least 75 days before the  
20 end of the school term, provided that the school district or  
21 joint agreement may, with notice to any exclusive employee  
22 representatives, move teachers from grouping one into another  
23 grouping during the period of time from 75 days until 45 days  
24 before the end of the school term. Each year, each board shall  
25 also establish, in consultation with any exclusive employee  
26 representatives, a list showing the length of continuing



1 service of each teacher who is qualified to hold any such  
2 positions, unless an alternative method of determining a  
3 sequence of dismissal is established as provided for in this  
4 Section, in which case a list must be made in accordance with  
5 the alternative method. Copies of the list must be distributed  
6 to the exclusive employee representative at least 75 days  
7 before the end of the school term.

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

12 If the board or joint agreement has any vacancies for the  
13 following school term or within one calendar year from the  
14 beginning of the following school term, the positions thereby  
15 becoming available must be tendered to the teachers so removed  
16 or dismissed who were in groupings 3 or 4 of the sequence of  
17 dismissal and are qualified to hold the positions, based upon  
18 legal qualifications and any other qualifications established  
19 in a district or joint agreement job description, on or before  
20 the May 10 prior to the date of the positions becoming  
21 available, provided that if the number of honorable dismissal  
22 notices based on economic necessity exceeds 15% of the number  
23 of full-time equivalent positions filled by certified  
24 employees (excluding principals and administrative personnel)  
25 during the preceding school year, then the recall period is for  
26 the following school term or within 2 calendar years from the

1 beginning of the following school term. If the board or joint  
2 agreement has any vacancies within the period from the  
3 beginning of the following school term through February 1 of  
4 the following school term (unless a date later than February 1,  
5 but no later than 6 months from the beginning of the following  
6 school term, is established in a collective bargaining  
7 agreement), the positions thereby becoming available must be  
8 tendered to the teachers so removed or dismissed who were in  
9 grouping 2 of the sequence of dismissal due to one "needs  
10 improvement" rating on either of the teacher's last 2  
11 performance evaluation ratings, provided that, if 2 ratings are  
12 available, the other performance evaluation rating used for  
13 grouping purposes is "satisfactory", "proficient", or  
14 "excellent", and are qualified to hold the positions, based  
15 upon legal qualifications and any other qualifications  
16 established in a district or joint agreement job description,  
17 on or before the May 10 prior to the date of the positions  
18 becoming available. On and after the effective date of this  
19 amendatory Act of the 98th General Assembly, the preceding  
20 sentence shall apply to teachers removed or dismissed by  
21 honorable dismissal, even if notice of honorable dismissal  
22 occurred during the 2013-2014 school year. Among teachers  
23 eligible for recall pursuant to the preceding sentence, the  
24 order of recall must be in inverse order of dismissal, unless  
25 an alternative order of recall is established in a collective  
26 bargaining agreement or contract between the board and a

1 professional faculty members' organization. Whenever the  
2 number of honorable dismissal notices based upon economic  
3 necessity exceeds 5 notices or 150% of the average number of  
4 teachers honorably dismissed in the preceding 3 years,  
5 whichever is more, then the school board or governing board of  
6 a joint agreement, as applicable, shall also hold a public  
7 hearing on the question of the dismissals. Following the  
8 hearing and board review, the action to approve any such  
9 reduction shall require a majority vote of the board members.

10 For purposes of this subsection (b), subject to agreement  
11 on an alternative definition reached by the joint committee  
12 described in subsection (c) of this Section, a teacher's  
13 performance evaluation rating means the overall performance  
14 evaluation rating resulting from an annual or biennial  
15 performance evaluation conducted pursuant to Article 24A of  
16 this Code by the school district or joint agreement determining  
17 the sequence of dismissal, not including any performance  
18 evaluation conducted during or at the end of a remediation  
19 period. No more than one evaluation rating each school term  
20 shall be one of the evaluation ratings used for the purpose of  
21 determining the sequence of dismissal. Except as otherwise  
22 provided in this subsection for any performance evaluations  
23 conducted during or at the end of a remediation period, if  
24 multiple performance evaluations are conducted in a school  
25 term, only the rating from the last evaluation conducted prior  
26 to establishing the sequence of honorable dismissal list in

1 such school term shall be the one evaluation rating from that  
2 school term used for the purpose of determining the sequence of  
3 dismissal. Averaging ratings from multiple evaluations is not  
4 permitted unless otherwise agreed to in a collective bargaining  
5 agreement or contract between the board and a professional  
6 faculty members' organization. The preceding sentence is not a  
7 legislative declaration that existing law does or does not  
8 already require that only one performance evaluation each  
9 school term shall be used for the purpose of determining the  
10 sequence of dismissal. For performance evaluation ratings  
11 determined prior to September 1, 2012, any school district or  
12 joint agreement with a performance evaluation rating system  
13 that does not use either of the rating category systems  
14 specified in subsection (d) of Section 24A-5 of this Code for  
15 all teachers must establish a basis for assigning each teacher  
16 a rating that complies with subsection (d) of Section 24A-5 of  
17 this Code for all of the performance evaluation ratings that  
18 are to be used to determine the sequence of dismissal. A  
19 teacher's grouping and ranking on a sequence of honorable  
20 dismissal shall be deemed a part of the teacher's performance  
21 evaluation, and that information may be disclosed to the  
22 exclusive bargaining representative as part of a sequence of  
23 honorable dismissal list, notwithstanding any laws prohibiting  
24 disclosure of such information. A performance evaluation  
25 rating may be used to determine the sequence of dismissal,  
26 notwithstanding the pendency of any grievance resolution or

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

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

21 Any provisions regarding the sequence of honorable  
22 dismissals and recall of honorably dismissed teachers in a  
23 collective bargaining agreement entered into on or before  
24 January 1, 2011 and in effect on the effective date of this  
25 amendatory Act of the 97th General Assembly that may conflict  
26 with this amendatory Act of the 97th General Assembly shall

1 remain in effect through the expiration of such agreement or  
2 June 30, 2013, whichever is earlier.

3 (c) Each school district and special education joint  
4 agreement must use a joint committee composed of equal  
5 representation selected by the school board and its teachers  
6 or, if applicable, the exclusive bargaining representative of  
7 its teachers, to address the matters described in paragraphs  
8 (1) through (5) of this subsection (c) pertaining to honorable  
9 dismissals under subsection (b) of this Section.

10 (1) The joint committee must consider and may agree to  
11 criteria for excluding from grouping 2 and placing into  
12 grouping 3 a teacher whose last 2 performance evaluations  
13 include a Needs Improvement and either a Proficient or  
14 Excellent.

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

25 (3) The joint committee may agree to including within  
26 the definition of a performance evaluation rating a

1 performance evaluation rating administered by a school  
2 district or joint agreement other than the school district  
3 or joint agreement determining the sequence of dismissal.

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

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

1           may request that the joint committee review the list to  
2           assess whether such a trend may exist. Following the joint  
3           committee's review, but by no later than the end of the  
4           applicable school term, the joint committee or any member  
5           or members of the joint committee may submit a report of  
6           the review to the employing board and exclusive bargaining  
7           representative, if any. Nothing in this paragraph (5) shall  
8           impact the order of honorable dismissal or a school  
9           district's or joint agreement's authority to carry out a  
10          dismissal in accordance with subsection (b) of this  
11          Section.

12          Agreement by the joint committee as to a matter requires  
13          the majority vote of all committee members, and if the joint  
14          committee does not reach agreement on a matter, then the  
15          otherwise applicable requirements of subsection (b) of this  
16          Section shall apply. Except as explicitly set forth in this  
17          subsection (c), a joint committee has no authority to agree to  
18          any further modifications to the requirements for honorable  
19          dismissals set forth in subsection (b) of this Section. The  
20          joint committee must be established, and the first meeting of  
21          the joint committee each school year must occur on or before  
22          December 1.

23          The joint committee must reach agreement on a matter on or  
24          before February 1 of a school year in order for the agreement  
25          of the joint committee to apply to the sequence of dismissal  
26          determined during that school year. Subject to the February 1



1 deadline for agreements, the agreement of a joint committee on  
2 a matter shall apply to the sequence of dismissal until the  
3 agreement is amended or terminated by the joint committee.

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

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

1           Before setting a hearing on charges stemming from  
2 causes that are considered remediable, a board must give  
3 the teacher reasonable warning in writing, stating  
4 specifically the causes that, if not removed, may result in  
5 charges; however, no such written warning is required if  
6 the causes have been the subject of a remediation plan  
7 pursuant to Article 24A of this Code.

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

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

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

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

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

1 receiving this notification, the State Board of Education  
2 shall appoint a qualified person from the master list who  
3 did not appear on the list sent to the parties to serve as  
4 the hearing officer, unless the parties notify it that they  
5 have chosen to alternatively select a hearing officer under  
6 paragraph (4) of this subsection (d).

7 If the teacher has requested a hearing before a hearing  
8 officer selected by the board, the board shall select one  
9 name from the master list of qualified impartial hearing  
10 officers maintained by the State Board of Education within  
11 3 business days after receipt and shall notify the State  
12 Board of Education of its selection.

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

24 (4) In the alternative to selecting a hearing officer  
25 from the list received from the State Board of Education or  
26 accepting the appointment of a hearing officer by the State

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

18 (5) If the notice of dismissal was sent to the teacher  
19 before July 1, 2012, the fees and costs for the hearing  
20 officer must be paid by the State Board of Education. If  
21 the notice of dismissal was sent to the teacher on or after  
22 July 1, 2012, the hearing officer's fees and costs must be  
23 paid as follows in this paragraph (5). The fees and  
24 permissible costs for the hearing officer must be  
25 determined by the State Board of Education. If the board  
26 and the teacher or their legal representatives mutually

1 agree to select an impartial hearing officer who is not on  
2 a list received from the State Board of Education, they may  
3 agree to supplement the fees determined by the State Board  
4 to the hearing officer, at a rate consistent with the  
5 hearing officer's published professional fees. If the  
6 hearing officer is mutually selected by the parties, then  
7 the board and the teacher or their legal representatives  
8 shall each pay 50% of the fees and costs and any  
9 supplemental allowance to which they agree. If the hearing  
10 officer is selected by the board, then the board shall pay  
11 100% of the hearing officer's fees and costs. The fees and  
12 costs must be paid to the hearing officer within 14 days  
13 after the board and the teacher or their legal  
14 representatives receive the hearing officer's decision set  
15 forth in paragraph (7) of this subsection (d).

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

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

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

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



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

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

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

1       If the decision of the hearing officer for dismissal  
2       pursuant to Article 24A of this Code or of the school board  
3       for dismissal for cause is in favor of the teacher, then  
4       the hearing officer or school board shall order  
5       reinstatement to the same or substantially equivalent  
6       position and shall determine the amount for which the  
7       school board is liable, including, but not limited to, loss  
8       of income and benefits.

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

21               If the school board dismisses the teacher  
22       notwithstanding the hearing officer's findings of fact and  
23       recommendation, the school board shall make a conclusion in  
24       its written order, giving its reasons therefor, and such  
25       conclusion and reasons must be included in its written  
26       order. The failure of the school board to strictly adhere

1 to the timelines contained in this Section shall not render  
2 it without jurisdiction to dismiss the teacher. The school  
3 board shall not lose jurisdiction to discharge the teacher  
4 for cause if the hearing officer fails to render a  
5 recommendation within the time specified in this Section.  
6 The decision of the school board is final, unless reviewed  
7 as provided in paragraph (9) of this subsection (d).

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

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

1 consideration to the school board's decision and its  
2 supplemental findings of fact, if applicable, and the  
3 hearing officer's findings of fact and recommendation in  
4 making its decision. In the event such review is  
5 instituted, the school board shall be responsible for  
6 preparing and filing the record of proceedings, and such  
7 costs associated therewith must be divided equally between  
8 the parties.

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

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

26 (11) Subject to any later effective date referenced in

1           this Section for a specific aspect of the dismissal  
2           process, the changes made by this amendatory Act of the  
3           97th General Assembly shall apply to dismissals instituted  
4           on or after September 1, 2011. Any dismissal instituted  
5           prior to September 1, 2011 must be carried out in  
6           accordance with the requirements of this Section prior to  
7           amendment by this amendatory Act of 97th General Assembly.

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

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" must be evaluated at  
10 least once in the school year following the receipt of such  
11 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, 2012, rating of the  
20 performance of all teachers as "excellent", "proficient",  
21 "needs improvement" or "unsatisfactory".

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

24 (g) inclusion of a copy of the evaluation in the  
25 teacher's personnel file and provision of a copy to the  
26 teacher.



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

11           (i) within 30 school days after completion of an  
12 evaluation rating a teacher in contractual continued  
13 service as "unsatisfactory", development and commencement  
14 by the district of a remediation plan designed to correct  
15 deficiencies cited, provided the deficiencies are deemed  
16 remediable. In all school districts the remediation plan  
17 for unsatisfactory, tenured teachers shall provide for 90  
18 school days of remediation within the classroom, unless an  
19 applicable collective bargaining agreement provides for a  
20 shorter duration. In all school districts evaluations  
21 issued pursuant to this Section shall be issued within 10  
22 days after the conclusion of the respective remediation  
23 plan. However, the school board or other governing  
24 authority of the district shall not lose jurisdiction to  
25 discharge a teacher in the event the evaluation is not  
26 issued within 10 days after the conclusion of the

1           respective remediation plan.

2           (j) participation in the remediation plan by the  
3 teacher in contractual continued service rated  
4 "unsatisfactory", an evaluator and a consulting teacher  
5 selected by the evaluator of the teacher who was rated  
6 "unsatisfactory", which consulting teacher is an  
7 educational employee as defined in the Educational Labor  
8 Relations Act, has at least 5 years' teaching experience,  
9 and a reasonable familiarity with the assignment of the  
10 teacher being evaluated, and who received an "excellent"  
11 rating on his or her most recent evaluation. Where no  
12 teachers who meet these criteria are available within the  
13 district, the district shall request and the applicable  
14 regional office of education shall supply, to participate  
15 in the remediation process, an individual who meets these  
16 criteria.

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

1 qualification.

2 (k) a mid-point and final evaluation by an evaluator  
3 during and at the end of the remediation period,  
4 immediately following receipt of a remediation plan  
5 provided for under subsections (i) and (j) of this Section.  
6 Each evaluation shall assess the teacher's performance  
7 during the time period since the prior evaluation; provided  
8 that the last evaluation shall also include an overall  
9 evaluation of the teacher's performance during the  
10 remediation period. A written copy of the evaluations and  
11 ratings, in which any deficiencies in performance and  
12 recommendations for correction are identified, shall be  
13 provided to and discussed with the teacher within 10 school  
14 days after the date of the evaluation, unless an applicable  
15 collective bargaining agreement provides to the contrary.  
16 These subsequent evaluations shall be conducted by an  
17 evaluator. The consulting teacher shall provide advice to  
18 the teacher rated "unsatisfactory" on how to improve  
19 teaching skills and to successfully complete the  
20 remediation plan. The consulting teacher shall participate  
21 in developing the remediation plan, but the final decision  
22 as to the evaluation shall be done solely by the evaluator,  
23 unless an applicable collective bargaining agreement  
24 provides to the contrary. Evaluations at the conclusion of  
25 the remediation process shall be separate and distinct from  
26 the required annual evaluations of teachers and shall not

1 be subject to the guidelines and procedures relating to  
2 those annual evaluations. The evaluator may but is not  
3 required to use the forms provided for the annual  
4 evaluation of teachers in the district's evaluation plan.

5 (l) reinstatement to the evaluation schedule set forth  
6 in the district's evaluation plan for any teacher in  
7 contractual continued service who achieves a rating equal  
8 to or better than "satisfactory" or "proficient" in the  
9 school year following a rating of "needs improvement" or  
10 "unsatisfactory".

11 (m) dismissal in accordance with subsection (d) of  
12 Section 24-12 or Section 24-16.5 or 34-85 of this Code of  
13 any teacher who fails to complete any applicable  
14 remediation plan with a rating equal to or better than a  
15 "satisfactory" or "proficient" rating. Districts and  
16 teachers subject to dismissal hearings are precluded from  
17 compelling the testimony of consulting teachers at such  
18 hearings under subsection (d) of Section 24-12 or Section  
19 24-16.5 or 34-85 of this Code, either as to the rating  
20 process or for opinions of performances by teachers under  
21 remediation.

22 (n) After the implementation date of an evaluation  
23 system for teachers in a district as specified in Section  
24 24A-2.5 of this Code, if a teacher in contractual continued  
25 service successfully completes a remediation plan  
26 following a rating of "unsatisfactory" in an annual or

1        biennial overall performance evaluation received after the  
2        foregoing implementation date and receives a subsequent  
3        rating of "unsatisfactory" in any of the teacher's annual  
4        or biennial ~~biannual~~ overall performance evaluation  
5        ratings received during the 36-month period following the  
6        teacher's completion of the remediation plan, then the  
7        school district may forego remediation and seek dismissal  
8        in accordance with subsection (d) of Section 24-12 or  
9        Section 34-85 of this Code.

10       Nothing in this Section or Section 24A-4 shall be construed  
11       as preventing immediate dismissal of a teacher for deficiencies  
12       which are deemed irremediable or for actions which are  
13       injurious to or endanger the health or person of students in  
14       the classroom or school, or preventing the dismissal or  
15       non-renewal of teachers not in contractual continued service  
16       for any reason not prohibited by applicable employment, labor,  
17       and civil rights laws. Failure to strictly comply with the time  
18       requirements contained in Section 24A-5 shall not invalidate  
19       the results of the remediation plan.

20       Nothing contained in this amendatory Act of the 98th  
21       General Assembly repeals, supersedes, invalidates, or  
22       nullifies final decisions in lawsuits pending on the effective  
23       date of this amendatory Act of the 98th General Assembly in  
24       Illinois courts involving the interpretation of Public Act  
25       97-8.

26       (Source: P.A. 97-8, eff. 6-13-11; 98-470, eff. 8-16-13.)

1           Section 99. Effective date. This Act takes effect July 1,  
2    2014.".