



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

HB1890

Introduced 2/23/2007, by Rep. Monique D. Davis

SYNOPSIS AS INTRODUCED:

5 ILCS 120/1.02	from Ch. 102, par. 41.02
105 ILCS 5/24A-2	from Ch. 122, par. 24A-2
105 ILCS 5/24A-4	from Ch. 122, par. 24A-4
105 ILCS 5/24A-5	from Ch. 122, par. 24A-5
105 ILCS 5/24A-7	from Ch. 122, par. 24A-7
105 ILCS 5/34-8.1	from Ch. 122, par. 34-8.1
105 ILCS 5/34-85	from Ch. 122, par. 34-85
105 ILCS 5/34-85b	from Ch. 122, par. 34-85b
105 ILCS 5/34-85c new	

Amends the Open Meetings Act and the School Code. Provides that the term "public body" under the Open Meetings Act does not include a teacher peer assistance board or peer evaluation governing board established by a school district and the exclusive representative of its teachers under the Chicago School District Article of the School Code or a professional personnel leadership committee organized under the Chicago School District Article of the School Code. Authorizes the Chicago Board of Education and the exclusive representative of the school district's teachers to enter into an agreement to establish alternative procedures for teacher evaluation, remediation, and removal for cause after remediation, including an alternative system for peer evaluation and recommendations, for teachers who have completed their probationary period. Makes related changes. Makes technical changes having a revisory function. Effective immediately.

LRB095 11012 NHT 31854 b

FISCAL NOTE ACT
MAY APPLY

A BILL FOR

1 AN ACT concerning education.

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

4 Section 5. The Open Meetings Act is amended by changing
5 Section 1.02 as follows:

6 (5 ILCS 120/1.02) (from Ch. 102, par. 41.02)

7 Sec. 1.02. For the purposes of this Act:

8 "Meeting" means any gathering, whether in person or by
9 video or audio conference, telephone call, electronic means
10 (such as, without limitation, electronic mail, electronic
11 chat, and instant messaging), or other means of contemporaneous
12 interactive communication, of a majority of a quorum of the
13 members of a public body held for the purpose of discussing
14 public business.

15 "Public body" includes all legislative, executive,
16 administrative or advisory bodies of the State, counties,
17 townships, cities, villages, incorporated towns, school
18 districts and all other municipal corporations, boards,
19 bureaus, committees or commissions of this State, and any
20 subsidiary bodies of any of the foregoing including but not
21 limited to committees and subcommittees which are supported in
22 whole or in part by tax revenue, or which expend tax revenue,
23 except the General Assembly and committees or commissions

1 thereof. "Public body" includes tourism boards and convention
2 or civic center boards located in counties that are contiguous
3 to the Mississippi River with populations of more than 250,000
4 but less than 300,000. "Public body" includes the Health
5 Facilities Planning Board. "Public body" does not include the
6 following:

7 (1) a child death review team or the Illinois Child
8 Death Review Teams Executive Council established under the
9 Child Death Review Team Act;

10 (2) ~~or~~ an ethics commission acting under the State
11 Officials and Employees Ethics Act;

12 (3) a teacher peer assistance board or peer evaluation
13 governing board established by a school district and the
14 exclusive representative of its teachers under Section
15 34-85c of the School Code; or

16 (4) a professional personnel leadership committee
17 organized under Article 34 of the School Code.

18 (Source: P.A. 93-617, eff. 12-9-03; 94-1058, eff. 1-1-07.)

19 Section 10. The School Code is amended by changing Sections
20 24A-2, 24A-4, 24A-5, 24A-7, 34-8.1, 34-85, and 34-85b and by
21 adding Section 34-85c as follows:

22 (105 ILCS 5/24A-2) (from Ch. 122, par. 24A-2)

23 Sec. 24A-2. Application. The provisions of this Article
24 shall apply to all public school districts organized and

1 operating pursuant to the provisions of this Code, including
2 special charter districts and those school districts operating
3 in accordance with Article 34, except that 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 and the exclusive representative of
7 the district's teachers in accordance with Section 34-85c of
8 this Code.

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

10 (105 ILCS 5/24A-4) (from Ch. 122, par. 24A-4)

11 Sec. 24A-4. Development and submission of evaluation plan.
12 As used in this and the succeeding Sections, "teacher" means
13 any and all school district employees regularly required to be
14 certified under laws relating to the certification of teachers.
15 Each school district shall develop, in cooperation with its
16 teachers or, where applicable, the exclusive bargaining
17 representatives of its teachers, an evaluation plan for all
18 teachers in contractual continued service. The district shall,
19 no later than October 1, 1986, submit a copy of its evaluation
20 plan to the State Board of Education, which shall review the
21 plan and make public its comments thereon, and the district
22 shall at the same time provide a copy to the exclusive
23 bargaining representatives. Whenever any substantive change is
24 made in a district's evaluation plan, the new plan shall be
25 submitted to the State Board of Education for review and

1 comment, and the district shall at the same time provide a copy
2 of any such new plan to the exclusive bargaining
3 representatives. The board of a school district operating under
4 Article 34 of this Code and the exclusive representative of the
5 district's teachers shall submit a certified copy of an
6 agreement entered into under Section 34-85c of this Code to the
7 State Board of Education, and that agreement shall constitute
8 the teacher evaluation plan for teachers assigned to schools
9 identified in that agreement. Whenever any substantive change
10 is made in an agreement entered into under Section 34-85c of
11 this Code by the board of a school district operating under
12 Article 34 of this Code and the exclusive representative of the
13 district's teachers, the new agreement shall be submitted to
14 the State Board of Education.

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

16 (105 ILCS 5/24A-5) (from Ch. 122, par. 24A-5)

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

1 beginning with the 1986-87 school year.

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

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

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

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

23 (a) personal observation of the teacher in the
24 classroom (on at least 2 different school days in school
25 districts having a population exceeding 500,000) by a
26 district administrator qualified under Section 24A-3, or

1 -- in school districts having a population exceeding
2 500,000 -- by either an administrator qualified under
3 Section 24A-3 or an assistant principal under the
4 supervision of an administrator qualified under Section
5 24A-3, unless the teacher has no classroom duties.

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

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

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

14 (e) inclusion of a copy of the evaluation in the
15 teacher's personnel file and provision of a copy to the
16 teacher.

17 (f) within 30 days after completion of an evaluation
18 rating a teacher as "unsatisfactory", development and
19 commencement by the district, or by an administrator
20 qualified under Section 24A-3 or an assistant principal
21 under the supervision of an administrator qualified under
22 Section 24A-3 in school districts having a population
23 exceeding 500,000, of a remediation plan designed to
24 correct deficiencies cited, provided the deficiencies are
25 deemed remediable. In all school districts the remediation
26 plan for unsatisfactory, tenured teachers shall provide

1 for 90 school days of remediation within the classroom. In
2 all school districts evaluations issued pursuant to this
3 Section shall be issued within 10 days after the conclusion
4 of the respective remediation plan. However, the school
5 board or other governing authority of the district shall
6 not lose jurisdiction to discharge a teacher in the event
7 the evaluation is not issued within 10 days after the
8 conclusion of the respective remediation plan.

9 (g) participation in the remediation plan by the
10 teacher rated "unsatisfactory", a district administrator
11 qualified under Section 24A-3 (or -- in a school district
12 having a population exceeding 500,000 -- an administrator
13 qualified under Section 24A-3 or an assistant principal
14 under the supervision of an administrator qualified under
15 Section 24A-3), and a consulting teacher, selected by the
16 participating administrator or by the principal, or -- in
17 school districts having a population exceeding 500,000 --
18 by an administrator qualified under Section 24A-3 or by an
19 assistant principal under the supervision of an
20 administrator qualified under Section 24A-3, of the
21 teacher who was rated "unsatisfactory", which consulting
22 teacher is an educational employee as defined in the
23 Educational Labor Relations Act, has at least 5 years'
24 teaching experience and a reasonable familiarity with the
25 assignment of the teacher being evaluated, and who received
26 an "excellent" rating on his or her most recent evaluation.

1 Where no teachers who meet these criteria are available
2 within the district, the district shall request and the
3 State Board of Education shall supply, to participate in
4 the remediation process, an individual who meets these
5 criteria.

6 In a district having a population of less than 500,000
7 with an exclusive bargaining agent, the bargaining agent
8 may, if it so chooses, supply a roster of qualified
9 teachers from whom the consulting teacher is to be
10 selected. That roster shall, however, contain the names of
11 at least 5 teachers, each of whom meets the criteria for
12 consulting teacher with regard to the teacher being
13 evaluated, or the names of all teachers so qualified if
14 that number is less than 5. In the event of a dispute as to
15 qualification, the State Board shall determine
16 qualification.

17 (h) evaluations and ratings once every 30 school days
18 for the 90 school day remediation period immediately
19 following receipt of a remediation plan provided for under
20 subsections (f) and (g) of this Section; provided that in
21 school districts having a population exceeding 500,000
22 there shall be monthly evaluations and ratings for the
23 first 6 months and quarterly evaluations and ratings for
24 the next 6 months immediately following completion of the
25 remediation program of a teacher for whom a remediation
26 plan has been developed. These subsequent evaluations

1 shall be conducted by the participating administrator, or
2 -- in school districts having a population exceeding
3 500,000 -- by either the principal or by an assistant
4 principal under the supervision of an administrator
5 qualified under Section 24A-3. The consulting teacher
6 shall provide advice to the teacher rated "unsatisfactory"
7 on how to improve teaching skills and to successfully
8 complete the remediation plan. The consulting teacher
9 shall participate in developing the remediation plan, but
10 the final decision as to the evaluation shall be done
11 solely by the administrator, or -- in school districts
12 having a population exceeding 500,000 -- by either the
13 principal or by an assistant principal under the
14 supervision of an administrator qualified under Section
15 24A-3, unless an applicable collective bargaining
16 agreement provides to the contrary. Teachers in the
17 remediation process in a school district having a
18 population exceeding 500,000 are not subject to the annual
19 evaluations described in paragraphs (a) through (e) of this
20 Section. Evaluations at the conclusion of the remediation
21 process shall be separate and distinct from the required
22 annual evaluations of teachers and shall not be subject to
23 the guidelines and procedures relating to those annual
24 evaluations. The evaluator may but is not required to use
25 the forms provided for the annual evaluation of teachers in
26 the district's evaluation plan.

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

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

22 In a district subject to a collective bargaining agreement
23 as of the effective date of this amendatory Act of 1997, any
24 changes made by this amendatory Act to the provisions of this
25 Section that are contrary to the express terms and provisions
26 of that agreement shall go into effect in that district only

1 upon expiration of that agreement. Thereafter, collectively
2 bargained evaluation plans shall at a minimum meet the
3 standards of this Article. If such a district has an evaluation
4 plan, however, whether pursuant to the collective bargaining
5 agreement or otherwise, a copy of that plan shall be submitted
6 to the State Board of Education for review and comment, in
7 accordance with Section 24A-4.

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

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

17 (105 ILCS 5/24A-7) (from Ch. 122, par. 24A-7)

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

1 Code.

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

3 (105 ILCS 5/34-8.1) (from Ch. 122, par. 34-8.1)

4 Sec. 34-8.1. Principals. Principals shall be employed to
5 supervise the operation of each attendance center. Their powers
6 and duties shall include but not be limited to the authority
7 (i) to direct, supervise, evaluate, and suspend with or without
8 pay or otherwise discipline all teachers, assistant
9 principals, and other employees assigned to the attendance
10 center in accordance with board rules and policies and (ii) to
11 direct all other persons assigned to the attendance center
12 pursuant to a contract with a third party to provide services
13 to the school system. The right to employ, discharge, and
14 layoff shall be vested solely with the board, provided that
15 decisions to discharge or suspend non-certified employees,
16 including disciplinary layoffs, and the termination of
17 certified employees from employment pursuant to a layoff or
18 reassignment policy are subject to review under the grievance
19 resolution procedure adopted pursuant to subsection (c) of
20 Section 10 of the Illinois Educational Labor Relations Act. The
21 grievance resolution procedure adopted by the board shall
22 provide for final and binding arbitration, and,
23 notwithstanding any other provision of law to the contrary, the
24 arbitrator's decision may include all make-whole relief,
25 including without limitation reinstatement. The principal

1 shall fill positions by appointment as provided in this Section
2 and may make recommendations to the board regarding the
3 employment, discharge, or layoff of any individual. The
4 authority of the principal shall include the authority to
5 direct the hours during which the attendance center shall be
6 open and available for use provided the use complies with board
7 rules and policies, to determine when and what operations shall
8 be conducted within those hours, and to schedule staff within
9 those hours. Under the direction of, and subject to the
10 authority of the principal, the Engineer In Charge shall be
11 accountable for the safe, economical operation of the plant and
12 grounds and shall also be responsible for orientation,
13 training, and supervising the work of Engineers, Trainees,
14 school maintenance assistants, custodial workers and other
15 plant operation employees under his or her direction.

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

1 for conducting the evaluation and reporting the results to the
2 engineer in charge.

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

10 There shall be established by the Board a system of
11 semi-annual evaluations conducted by the principal as to the
12 performance of the food service manager. Nothing in this
13 Section shall prevent the principal from conducting additional
14 evaluations. An overall numerical rating shall be given by the
15 principal based on the evaluation conducted by the principal.
16 An unsatisfactory numerical rating shall result in
17 disciplinary action which may include, without limitation and
18 in the judgment of the principal, loss of promotion or bidding
19 procedure, reprimand, suspension with or without pay, or
20 recommended dismissal. The board shall establish rules for
21 conducting the evaluation and reporting the results to the food
22 service manager.

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

26 Principals shall be employed to supervise the educational

1 operation of each attendance center. If a principal is absent
2 due to extended illness or leave or absence, an assistant
3 principal may be assigned as acting principal for a period not
4 to exceed 100 school days. Each principal shall assume
5 administrative responsibility and instructional leadership, in
6 accordance with reasonable rules and regulations of the board,
7 for the planning, operation and evaluation of the educational
8 program of the attendance center to which he is assigned. The
9 principal shall submit recommendations to the general
10 superintendent concerning the appointment, dismissal,
11 retention, promotion, and assignment of all personnel assigned
12 to the attendance center; provided, that from and after
13 September 1, 1989: (i) if any vacancy occurs in a position at
14 the attendance center or if an additional or new position is
15 created at the attendance center, that position shall be filled
16 by appointment made by the principal in accordance with
17 procedures established and provided by the Board whenever the
18 majority of the duties included in that position are to be
19 performed at the attendance center which is under the
20 principal's supervision, and each such appointment so made by
21 the principal shall be made and based upon merit and ability to
22 perform in that position without regard to seniority or length
23 of service, provided, that such appointments shall be subject
24 to the Board's desegregation obligations, including but not
25 limited to the Consent Decree and Desegregation Plan in U.S. v.
26 Chicago Board of Education; (ii) the principal shall submit

1 recommendations based upon merit and ability to perform in the
2 particular position, without regard to seniority or length of
3 service, to the general superintendent concerning the
4 appointment of any teacher, teacher aide, counselor, clerk,
5 hall guard, security guard and any other personnel which is to
6 be made by the general superintendent whenever less than a
7 majority of the duties of that teacher, teacher aide,
8 counselor, clerk, hall guard, and security guard and any other
9 personnel are to be performed at the attendance center which is
10 under the principal's supervision; and (iii) subject to law and
11 the applicable collective bargaining agreements, the authority
12 and responsibilities of a principal with respect to the
13 evaluation of all teachers and other personnel assigned to an
14 attendance center shall commence immediately upon his or her
15 appointment as principal of the attendance center, without
16 regard to the length of time that he or she has been the
17 principal of that attendance center.

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

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

26 Unless otherwise prohibited by law or by rule of the board,

1 the principal shall provide to local school council members
2 copies of all internal audits and any other pertinent
3 information generated by any audits or reviews of the programs
4 and operation of the attendance center.

5 Each principal shall hold a valid administrative
6 certificate issued or exchanged in accordance with Article 21
7 and endorsed as required by that Article for the position of
8 principal. The board may establish or impose academic,
9 educational, examination, and experience requirements and
10 criteria that are in addition to those established and required
11 by Article 21 for issuance of a valid certificate endorsed for
12 the position of principal as a condition of the nomination,
13 selection, appointment, employment, or continued employment of
14 a person as principal of any attendance center, or as a
15 condition of the renewal of any principal's performance
16 contract.

17 The board shall specify in its formal job description for
18 principals, and from and after July 1, 1990 shall specify in
19 the 4 year performance contracts for use with respect to all
20 principals, that his or her primary responsibility is in the
21 improvement of instruction. A majority of the time spent by a
22 principal shall be spent on curriculum and staff development
23 through both formal and informal activities, establishing
24 clear lines of communication regarding school goals,
25 accomplishments, practices and policies with parents and
26 teachers. The principal, with the assistance of the local

1 school council, shall develop a school improvement plan as
2 provided in Section 34-2.4 and, upon approval of the plan by
3 the local school council, shall be responsible for directing
4 implementation of the plan. The principal, with the assistance
5 of the professional personnel leadership committee, shall
6 develop the specific methods and contents of the school's
7 curriculum within the board's system-wide curriculum standards
8 and objectives and the requirements of the school improvement
9 plan. The board shall ensure that all principals are evaluated
10 on their instructional leadership ability and their ability to
11 maintain a positive education and learning climate. It shall
12 also be the responsibility of the principal to utilize
13 resources of proper law enforcement agencies when the safety
14 and welfare of students and teachers are threatened by illegal
15 use of drugs and alcohol, by illegal use or possession of
16 weapons, or by illegal gang activity.

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

25 On or before October 1, 1989, the Board of Education, in
26 consultation with any professional organization representing

1 principals in the district, shall promulgate rules and
2 implement a lottery for the purpose of determining whether a
3 principal's existing performance contract (including the
4 performance contract applicable to any principal's position in
5 which a vacancy then exists) expires on June 30, 1990 or on
6 June 30, 1991, and whether the ensuing 4 year performance
7 contract begins on July 1, 1990 or July 1, 1991. The Board of
8 Education shall establish and conduct the lottery in such
9 manner that of all the performance contracts of principals
10 (including the performance contracts applicable to all
11 principal positions in which a vacancy then exists), 50% of
12 such contracts shall expire on June 30, 1990, and 50% shall
13 expire on June 30, 1991. All persons serving as principal on
14 May 1, 1989, and all persons appointed as principal after May
15 1, 1989 and prior to July 1, 1990 or July 1, 1991, in a manner
16 other than as provided by Section 34-2.3, shall be deemed by
17 operation of law to be serving under a performance contract
18 which expires on June 30, 1990 or June 30, 1991; and unless
19 such performance contract of any such principal is renewed (or
20 such person is again appointed to serve as principal) in the
21 manner provided by Section 34-2.2 or 34-2.3, the employment of
22 such person as principal shall terminate on June 30, 1990 or
23 June 30, 1991.

24 Commencing on July 1, 1990, or on July 1, 1991, and
25 thereafter, the principal of each attendance center shall be
26 the person selected in the manner provided by Section 34-2.3 to

1 serve as principal of that attendance center under a 4 year
2 performance contract. All performance contracts of principals
3 expiring after July 1, 1990, or July 1, 1991, shall commence on
4 the date specified in the contract, and the renewal of their
5 performance contracts and the appointment of principals when
6 their performance contracts are not renewed shall be governed
7 by Sections 34-2.2 and 34-2.3. Whenever a vacancy in the office
8 of a principal occurs for any reason, the vacancy shall be
9 filled by the selection of a new principal to serve under a 4
10 year performance contract in the manner provided by Section
11 34-2.3.

12 The board of education shall develop and prepare, in
13 consultation with the organization representing principals, a
14 performance contract for use at all attendance centers, and
15 shall furnish the same to each local school council. The term
16 of the performance contract shall be 4 years, unless the
17 principal is retained by the decision of a hearing officer
18 pursuant to subdivision 1.5 of Section 34-2.3, in which case
19 the contract shall be extended for 2 years. The performance
20 contract of each principal shall consist of the uniform
21 performance contract, as developed or from time to time
22 modified by the board, and such additional criteria as are
23 established by a local school council pursuant to Section
24 34-2.3 for the performance contract of its principal.

25 During the term of his or her performance contract, a
26 principal may be removed only as provided for in the

1 performance contract except for cause. He or she shall also be
2 obliged to follow the rules of the board of education
3 concerning conduct and efficiency.

4 In the event the performance contract of a principal is not
5 renewed or a principal is not reappointed as principal under a
6 new performance contract, or in the event a principal is
7 appointed to any position of superintendent or higher position,
8 or voluntarily resigns his position of principal, his or her
9 employment as a principal shall terminate and such former
10 principal shall not be reinstated to the position from which he
11 or she was promoted to principal, except that he or she, if
12 otherwise qualified and certified in accordance with Article
13 21, shall be placed by the board on appropriate eligibility
14 lists which it prepares for use in the filling of vacant or
15 additional or newly created positions for teachers. The
16 principal's total years of service to the board as both a
17 teacher and a principal, or in other professional capacities,
18 shall be used in calculating years of experience for purposes
19 of being selected as a teacher into new, additional or vacant
20 positions.

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

1 provided that such principal has not retired.

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

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

5 Sec. 34-85. Removal for cause; Notice and hearing;
6 Suspension. No teacher employed by the board of education shall
7 (after serving the probationary period specified in Section
8 34-84) be removed except for cause. Teachers (who have
9 completed the probationary period specified in Section 34-84 of
10 this Code) shall be removed for cause in accordance with the
11 procedures set forth in this Section or such other procedures
12 established in an agreement entered into between the board and
13 the exclusive representative of the district's teachers under
14 Section 34-85c of this Code for teachers (who have completed
15 the probationary period specified in Section 34-84 of this
16 Code) assigned to schools identified in that agreement. No
17 principal employed by the board of education shall be removed
18 during the term of his or her performance contract except for
19 cause, which may include but is not limited to the principal's
20 repeated failure to implement the school improvement plan or to
21 comply with the provisions of the Uniform Performance Contract,
22 including additional criteria established by the Council for
23 inclusion in the performance contract pursuant to Section
24 34-2.3.

25 The general superintendent must first approve written

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

16 No hearing upon the charges is required unless the teacher
17 or principal within 10 days after receiving notice requests in
18 writing of the general superintendent that a hearing be
19 scheduled, in which case the general superintendent shall
20 schedule a hearing on those charges before a disinterested
21 hearing officer on a date no less than 15 nor more than 30 days
22 after the approval of the charges. The general superintendent
23 shall forward a copy of the notice to the State Board of
24 Education within 5 days from the date of the approval of the
25 charges. Within 10 days after receiving the notice of hearing,
26 the State Board of Education shall provide the teacher or

1 principal and the general superintendent with a list of 5
2 prospective, impartial hearing officers. Each person on the
3 list must be accredited by a national arbitration organization
4 and have had a minimum of 5 years of experience as an
5 arbitrator in cases involving labor and employment relations
6 matters between educational employers and educational
7 employees or their exclusive bargaining representatives.

8 The general superintendent and the teacher or principal or
9 their legal representatives within 3 days from receipt of the
10 list shall alternately strike one name from the list until only
11 one name remains. Unless waived by the teacher, the teacher or
12 principal shall have the right to proceed first with the
13 striking. Within 3 days of receipt of the first list provided
14 by the State Board of Education, the general superintendent and
15 the teacher or principal or their legal representatives shall
16 each have the right to reject all prospective hearing officers
17 named on the first list and to require the State Board of
18 Education to provide a second list of 5 prospective, impartial
19 hearing officers, none of whom were named on the first list.
20 Within 5 days after receiving this request for a second list,
21 the State Board of Education shall provide the second list of 5
22 prospective, impartial hearing officers. The procedure for
23 selecting a hearing officer from the second list shall be the
24 same as the procedure for the first list. Each party shall
25 promptly serve written notice on the other of any name stricken
26 from the list. If the teacher or principal fails to do so, the

1 general superintendent may select the hearing officer from any
2 name remaining on the list. The teacher or principal may waive
3 the hearing at any time prior to the appointment of the hearing
4 officer. Notice of the selection of the hearing officer shall
5 be given to the State Board of Education. The hearing officer
6 shall be notified of his selection by the State Board of
7 Education. A signed acceptance shall be filed with the State
8 Board of Education within 5 days of receipt of notice of the
9 selection. The State Board of Education shall notify the
10 teacher or principal and the board of its appointment of the
11 hearing officer. In the alternative to selecting a hearing
12 officer from the first or second list received from the State
13 Board of Education, the general superintendent and the teacher
14 or principal or their legal representatives may mutually agree
15 to select an impartial hearing officer who is not on a list
16 received from the State Board of Education, either by direct
17 appointment by the parties or by using procedures for the
18 appointment of an arbitrator established by the Federal
19 Mediation and Conciliation Service or the American Arbitration
20 Association. The parties shall notify the State Board of
21 Education of their intent to select a hearing officer using an
22 alternative procedure within 3 days of receipt of a list of
23 prospective hearing officers provided by the State Board of
24 Education. Any person selected by the parties under this
25 alternative procedure for the selection of a hearing officer
26 shall have the same qualifications and authority as a hearing

1 officer selected from a list provided by the State Board of
2 Education. The teacher or principal may waive the hearing at
3 any time prior to the appointment of the hearing officer. The
4 State Board of Education shall promulgate uniform standards and
5 rules of procedure for such hearings, including reasonable
6 rules of discovery.

7 The per diem allowance for the hearing officer shall be
8 paid by the State Board of Education. The hearing officer shall
9 hold a hearing and render findings of fact and a recommendation
10 to the general superintendent. The teacher or principal has the
11 privilege of being present at the hearing with counsel and of
12 cross-examining witnesses and may offer evidence and witnesses
13 and present defenses to the charges. The hearing officer may
14 issue subpoenas requiring the attendance of witnesses and, at
15 the request of the teacher or principal against whom a charge
16 is made or the general superintendent, shall issue such
17 subpoenas, but the hearing officer may limit the number of
18 witnesses to be subpoenaed in behalf of the teacher or
19 principal or the general superintendent to not more than 10
20 each. All testimony at the hearing shall be taken under oath
21 administered by the hearing officer. The hearing officer shall
22 cause a record of the proceedings to be kept and shall employ a
23 competent reporter to take stenographic or stenotype notes of
24 all the testimony. The costs of the reporter's attendance and
25 services at the hearing shall be paid by the State Board of
26 Education. Either party desiring a transcript of the hearing

1 shall pay for the cost thereof.

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

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

1 in writing and provide a copy of it to the principal.

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

4 The hearing officer shall within 45 days from the
5 conclusion of the hearing report to the general superintendent
6 findings of fact and a recommendation as to whether or not the
7 teacher or principal shall be dismissed and shall give a copy
8 of the report to both the teacher or principal and the general
9 superintendent. The board, within 45 days of receipt of the
10 hearing officer's findings of fact and recommendation, shall
11 make a decision as to whether the teacher or principal shall be
12 dismissed from its employ. The failure of the board to strictly
13 adhere to the timeliness contained herein shall not render it
14 without jurisdiction to dismiss the teacher or principal. If
15 the hearing officer fails to render a decision within 45 days,
16 the State Board of Education shall communicate with the hearing
17 officer to determine the date that the parties can reasonably
18 expect to receive the decision. The State Board of Education
19 shall provide copies of all such communications to the parties.
20 In the event the hearing officer fails without good cause to
21 make a decision within the 45 day period, the name of such
22 hearing officer shall be struck for a period not less than 24
23 months from the master list of hearing officers maintained by
24 the State Board of Education. The board shall not lose
25 jurisdiction to discharge the teacher or principal if the
26 hearing officer fails to render a decision within the time

1 specified in this Section. If a hearing officer fails to render
2 a decision within 3 months after the hearing is declared
3 closed, the State Board of Education shall provide the parties
4 with a new list of prospective, impartial hearing officers,
5 with the same qualifications provided herein, one of whom shall
6 be selected, as provided in this Section, to rehear the charges
7 heard by the hearing officer who failed to render a decision.
8 The parties may also select a hearing officer pursuant to the
9 alternative procedure, as provided in this Section, to rehear
10 the charges heard by the hearing officer who failed to render a
11 decision. A violation of the professional standards set forth
12 in "The Code of Professional Responsibility for Arbitrators of
13 Labor-Management Disputes", of the National Academy of
14 Arbitrators, the American Arbitration Association, and the
15 Federal Mediation and Conciliation Service, or the failure of a
16 hearing officer to render a decision within 3 months after the
17 hearing is declared closed shall be grounds for removal of the
18 hearing officer from the master list of hearing officers
19 maintained by the State Board of Education. The decision of the
20 board is final unless reviewed as provided in Section 34-85b of
21 this Act.

22 In the event judicial review is instituted, any costs of
23 preparing and filing the record of proceedings shall be paid by
24 the party instituting the review. If a decision of the board
25 ~~hearing officer~~ is adjudicated upon review or appeal in favor
26 of the teacher or principal, then the trial court shall order

1 reinstatement and shall determine the amount for which the
2 board is liable including but not limited to loss of income and
3 costs incurred therein. Nothing in this Section affects the
4 validity of removal for cause hearings commenced prior to the
5 effective date of this amendatory Act of 1978.

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

7 (105 ILCS 5/34-85b) (from Ch. 122, par. 34-85b)

8 Sec. 34-85b. The provisions of the Administrative Review
9 Law, and all amendments and modifications thereof and the rules
10 adopted pursuant thereto, shall apply to and govern all
11 proceedings instituted for the judicial review by either the
12 employee, teacher, or a principal ~~or the board~~ of final
13 administrative decisions of the board hearing officer under
14 Sections 34-15 and 34-85 of this Act. The term "administrative
15 decision" is defined as in Section 3-101 of the Code of Civil
16 Procedure.

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

18 (105 ILCS 5/34-85c new)

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

22 (a) Notwithstanding any law to the contrary, the board and
23 the exclusive representative of the district's teachers are
24 hereby authorized to enter into an agreement to establish

1 alternative procedures for teacher evaluation, remediation,
2 and removal for cause after remediation, including an
3 alternative system for peer evaluation and recommendations.
4 Pursuant exclusively to that agreement, teachers assigned to
5 schools identified in that agreement shall be subject to an
6 alternative performance evaluation plan and remediation
7 procedures in lieu of the plan and procedures set forth in
8 Article 24A of this Code and alternative removal for cause
9 standards and procedures in lieu of the removal standards and
10 procedures set forth in Sections 34-85 and 34-85b of this Code.
11 To the extent that the agreement provides a teacher with an
12 opportunity for a hearing on removal for cause before an
13 independent hearing officer in accordance with Sections 34-85
14 and 34-85b or otherwise, the hearing officer shall be governed
15 by the alternative performance evaluation plan, remediation
16 procedures, and removal standards and procedures set forth in
17 the agreement in making findings of fact and a recommendation.

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

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