



Sen. Kimberly A. Lightford

**Filed: 4/26/2023**

10300SB1872sam002

LRB103 26797 RJT 61081 a

1 AMENDMENT TO SENATE BILL 1872

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 1872, AS AMENDED,  
3 by replacing everything after the enacting clause with the  
4 following:

5 "Section 5. The School Code is amended by changing  
6 Sections 24-11, 24-12, and 34-84 as follows:

7 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

8 Sec. 24-11. Boards of Education - Boards of School  
9 Inspectors - Contractual continued service.

10 (a) As used in this and the succeeding Sections of this  
11 Article:

12 "Teacher" means any or all school district employees  
13 regularly required to be licensed under laws relating to the  
14 licensure of teachers.

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

1 "School term" means that portion of the school year, July  
2 1 to the following June 30, when school is in actual session.

3 "Program" means a program of a special education joint  
4 agreement.

5 "Program of a special education joint agreement" means  
6 instructional, consultative, supervisory, administrative,  
7 diagnostic, and related services that are managed by a special  
8 educational joint agreement designed to service 2 or more  
9 school districts that are members of the joint agreement.

10 "PERA implementation date" means the implementation date  
11 of an evaluation system for teachers as specified by Section  
12 24A-2.5 of this Code for all schools within a school district  
13 or all programs of a special education joint agreement.

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

17 (c) Any teacher who is first employed as a full-time  
18 teacher in a school district or program prior to the PERA  
19 implementation date and who is employed in that district or  
20 program for a probationary period of 4 consecutive school  
21 terms shall enter upon contractual continued service in the  
22 district or in all of the programs that the teacher is legally  
23 qualified to hold, unless the teacher is given written notice  
24 of dismissal by certified mail, return receipt requested, by  
25 the employing board at least 45 days before the end of any  
26 school term within such period.

1 (d) For any teacher who is first employed as a full-time  
2 teacher in a school district or program on or after the PERA  
3 implementation date but before July 1, 2023, the probationary  
4 period shall be one of the following periods, based upon the  
5 teacher's school terms of service and performance, before the  
6 teacher shall enter upon contractual continued service in the  
7 district or in all of the programs that the teacher is legally  
8 qualified to hold, unless the teacher is given written notice  
9 of dismissal by certified mail, return receipt requested, by  
10 the employing board on or before April 15 ~~at least 45 days~~  
11 ~~before the end of any school term within such period:~~

12 (1) 4 consecutive school terms of service in which the  
13 teacher holds a Professional Educator License and receives  
14 overall annual evaluation ratings of at least "Proficient"  
15 in the last school term and at least "Proficient" in  
16 either the second or third school terms ~~term~~;

17 (2) 3 consecutive school terms of service in which the  
18 teacher holds a Professional Educator License and receives  
19 2 ~~3~~ overall annual evaluations of "Excellent"; or

20 (3) 2 consecutive school terms of service in which the  
21 teacher holds a Professional Educator License and receives  
22 2 overall annual evaluations of "Excellent" service, but  
23 only if the teacher (i) previously attained contractual  
24 continued service in a different school district or  
25 program in this State, (ii) voluntarily departed or was  
26 honorably dismissed from that school district or program

1 in the school term immediately prior to the teacher's  
2 first school term of service applicable to the attainment  
3 of contractual continued service under this subdivision  
4 (3), and (iii) received, in his or her 2 most recent  
5 overall annual or biennial evaluations from the prior  
6 school district or program, ratings of at least  
7 "Proficient", with both such ratings occurring after the  
8 school district's or program's PERA implementation date.  
9 For a teacher to attain contractual continued service  
10 under this subdivision (3), the teacher shall provide  
11 official copies of his or her 2 most recent overall annual  
12 or biennial evaluations from the prior school district or  
13 program to the new school district or program within 60  
14 days from the teacher's first day of service with the new  
15 school district or program. The prior school district or  
16 program must provide the teacher with official copies of  
17 his or her 2 most recent overall annual or biennial  
18 evaluations within 14 days after the teacher's request. If  
19 a teacher has requested such official copies prior to 45  
20 days after the teacher's first day of service with the new  
21 school district or program and the teacher's prior school  
22 district or program fails to provide the teacher with the  
23 official copies required under this subdivision (3), then  
24 the time period for the teacher to submit the official  
25 copies to his or her new school district or program must be  
26 extended until 14 days after receipt of such copies from

1 the prior school district or program. If the prior school  
2 district or program fails to provide the teacher with the  
3 official copies required under this subdivision (3) within  
4 90 days from the teacher's first day of service with the  
5 new school district or program, then the new school  
6 district or program shall rely upon the teacher's own  
7 copies of his or her evaluations for purposes of this  
8 subdivision (3).

9 If the teacher does not receive overall annual evaluations  
10 of "Excellent" in the school terms necessary for eligibility  
11 to achieve accelerated contractual continued service in  
12 subdivisions (2) and (3) of this subsection (d), the teacher  
13 shall be eligible for contractual continued service pursuant  
14 to subdivision (1) of this subsection (d). If, at the  
15 conclusion of 4 consecutive school terms of service that count  
16 toward attainment of contractual continued service, the  
17 teacher's performance does not qualify the teacher for  
18 contractual continued service under subdivision (1) of this  
19 subsection (d), then the teacher shall not enter upon  
20 contractual continued service and shall be dismissed. If a  
21 performance evaluation is not conducted for any school term  
22 when such evaluation is required to be conducted under Section  
23 24A-5 of this Code, then the teacher's performance evaluation  
24 rating for such school term for purposes of determining the  
25 attainment of contractual continued service shall be deemed  
26 "Proficient", except that, during any time in which the

1 Governor has declared a disaster due to a public health  
2 emergency pursuant to Section 7 of the Illinois Emergency  
3 Management Agency Act, this default to "Proficient" does not  
4 apply to any teacher who has entered into contractual  
5 continued service and who was deemed "Excellent" on his or her  
6 most recent evaluation. During any time in which the Governor  
7 has declared a disaster due to a public health emergency  
8 pursuant to Section 7 of the Illinois Emergency Management  
9 Agency Act and unless the school board and any exclusive  
10 bargaining representative have completed the performance  
11 rating for teachers or mutually agreed to an alternate  
12 performance rating, any teacher who has entered into  
13 contractual continued service, whose most recent evaluation  
14 was deemed "Excellent", and whose performance evaluation is  
15 not conducted when the evaluation is required to be conducted  
16 shall receive a teacher's performance rating deemed  
17 "Excellent". A school board and any exclusive bargaining  
18 representative may mutually agree to an alternate performance  
19 rating for teachers not in contractual continued service  
20 during any time in which the Governor has declared a disaster  
21 due to a public health emergency pursuant to Section 7 of the  
22 Illinois Emergency Management Agency Act, as long as the  
23 agreement is in writing.

24 (d-5) For any teacher who is first employed as a full-time  
25 teacher in a school district or program on or after July 1,  
26 2023, the probationary period shall be one of the following

1 periods, based upon the teacher's school terms of service and  
2 performance, before the teacher shall enter upon contractual  
3 continued service in the district or in all of the programs  
4 that the teacher is legally qualified to hold, unless the  
5 teacher is given written notice of dismissal by certified  
6 mail, return receipt requested, by the employing board on or  
7 before April 15:

8 (1) 3 consecutive school terms of service in which the  
9 teacher holds a Professional Educator License and receives  
10 overall annual evaluation ratings of at least "Proficient"  
11 in the second and third school terms;

12 (2) 2 consecutive school terms of service in which the  
13 teacher holds a Professional Educator License and receives  
14 2 overall annual evaluations of "Excellent"; or

15 (3) 2 consecutive school terms of service in which the  
16 teacher holds a Professional Educator License and receives  
17 2 overall annual evaluations of "Excellent" service, but  
18 only if the teacher (i) previously attained contractual  
19 continued service in a different school district or  
20 program in this State, (ii) voluntarily departed or was  
21 honorably dismissed from that school district or program  
22 in the school term immediately prior to the teacher's  
23 first school term of service applicable to the attainment  
24 of contractual continued service under this subdivision  
25 (3), and (iii) received, in his or her 2 most recent  
26 overall annual or biennial evaluations from the prior

1 school district or program, ratings of at least  
2 "Proficient", with both such ratings occurring after the  
3 school district's or program's PERA implementation date.  
4 For a teacher to attain contractual continued service  
5 under this subdivision (3), the teacher shall provide  
6 official copies of his or her 2 most recent overall annual  
7 or biennial evaluations from the prior school district or  
8 program to the new school district or program within 60  
9 days from the teacher's first day of service with the new  
10 school district or program. The prior school district or  
11 program must provide the teacher with official copies of  
12 his or her 2 most recent overall annual or biennial  
13 evaluations within 14 days after the teacher's request. If  
14 a teacher has requested such official copies prior to 45  
15 days after the teacher's first day of service with the new  
16 school district or program and the teacher's prior school  
17 district or program fails to provide the teacher with the  
18 official copies required under this subdivision (3), then  
19 the time period for the teacher to submit the official  
20 copies to his or her new school district or program must be  
21 extended until 14 days after receipt of such copies from  
22 the prior school district or program. If the prior school  
23 district or program fails to provide the teacher with the  
24 official copies required under this subdivision (3) within  
25 90 days from the teacher's first day of service with the  
26 new school district or program, then the new school



1 district or program shall rely upon the teacher's own  
2 copies of his or her evaluations for purposes of this  
3 subdivision (3).

4 If the teacher does not receive overall annual evaluations  
5 of "Excellent" in the school terms necessary for eligibility  
6 to achieve accelerated contractual continued service in  
7 subdivisions (2) and (3) of this subsection (d), the teacher  
8 shall be eligible for contractual continued service pursuant  
9 to subdivision (1) of this subsection (d). If, at the  
10 conclusion of 3 consecutive school terms of service that count  
11 toward attainment of contractual continued service, the  
12 teacher's performance does not qualify the teacher for  
13 contractual continued service under subdivision (1) of this  
14 subsection (d), then the teacher shall not enter upon  
15 contractual continued service and shall be dismissed. If a  
16 performance evaluation is not conducted for any school term  
17 when such evaluation is required to be conducted under Section  
18 24A-5 of this Code, then the teacher's performance evaluation  
19 rating for such school term for purposes of determining the  
20 attainment of contractual continued service shall be deemed  
21 "Proficient", except that, during any time in which the  
22 Governor has declared a disaster due to a public health  
23 emergency pursuant to Section 7 of the Illinois Emergency  
24 Management Agency Act, this default to "Proficient" does not  
25 apply to any teacher who has entered into contractual  
26 continued service and who was deemed "Excellent" on his or her

1 most recent evaluation. During any time in which the Governor  
2 has declared a disaster due to a public health emergency  
3 pursuant to Section 7 of the Illinois Emergency Management  
4 Agency Act and unless the school board and any exclusive  
5 bargaining representative have completed the performance  
6 rating for teachers or mutually agreed to an alternate  
7 performance rating, any teacher who has entered into  
8 contractual continued service, whose most recent evaluation  
9 was deemed "Excellent", and whose performance evaluation is  
10 not conducted when the evaluation is required to be conducted  
11 shall receive a teacher's performance rating deemed  
12 "Excellent". A school board and any exclusive bargaining  
13 representative may mutually agree to an alternate performance  
14 rating for teachers not in contractual continued service  
15 during any time in which the Governor has declared a disaster  
16 due to a public health emergency pursuant to Section 7 of the  
17 Illinois Emergency Management Agency Act, as long as the  
18 agreement is in writing.

19 (e) For the purposes of determining contractual continued  
20 service, a school term shall be counted only toward attainment  
21 of contractual continued service if the teacher actually  
22 teaches or is otherwise present and participating in the  
23 district's or program's educational program for 120 days or  
24 more, provided that the days of leave under the federal Family  
25 Medical Leave Act that the teacher is required to take until  
26 the end of the school term shall be considered days of teaching

1 or participation in the district's or program's educational  
2 program. A school term that is not counted toward attainment  
3 of contractual continued service shall not be considered a  
4 break in service for purposes of determining whether a teacher  
5 has been employed for ~~4~~ consecutive school terms, provided  
6 that the teacher actually teaches or is otherwise present and  
7 participating in the district's or program's educational  
8 program in the following school term.

9 (f) If the employing board determines to dismiss the  
10 teacher in the last year of the probationary period as  
11 provided in subsection (c) of this Section or subdivision (1)  
12 or (2) of subsection (d) of this Section or subdivision (1) or  
13 (2) of subsection (d-5) of this Section, but not subdivision  
14 (3) of subsection (d) of this Section or subdivision (3) of  
15 subsection (d-5) of this Section, the written notice of  
16 dismissal provided by the employing board must contain  
17 specific reasons for dismissal. Any full-time teacher who does  
18 not receive written notice from the employing board at least  
19 45 days before the end of any school term as provided in this  
20 Section and whose performance does not require dismissal after  
21 the fourth probationary year pursuant to subsection (d) of  
22 this Section or the third probationary year pursuant to  
23 subsection (d-5) of this Section shall be re-employed for the  
24 following school term.

25 (g) Contractual continued service shall continue in effect  
26 the terms and provisions of the contract with the teacher

1 during the last school term of the probationary period,  
2 subject to this Act and the lawful regulations of the  
3 employing board. This Section and succeeding Sections do not  
4 modify any existing power of the board except with respect to  
5 the procedure of the discharge of a teacher and reductions in  
6 salary as hereinafter provided. Contractual continued service  
7 status shall not restrict the power of the board to transfer a  
8 teacher to a position which the teacher is qualified to fill or  
9 to make such salary adjustments as it deems desirable, but  
10 unless reductions in salary are uniform or based upon some  
11 reasonable classification, any teacher whose salary is reduced  
12 shall be entitled to a notice and a hearing as hereinafter  
13 provided in the case of certain dismissals or removals.

14 (h) If, by reason of any change in the boundaries of school  
15 districts, by reason of a special education cooperative  
16 reorganization or dissolution in accordance with Section  
17 10-22.31 of this Code, or by reason of the creation of a new  
18 school district, the position held by any teacher having a  
19 contractual continued service status is transferred from one  
20 board to the control of a new or different board, then the  
21 contractual continued service status of the teacher is not  
22 thereby lost, and such new or different board is subject to  
23 this Code with respect to the teacher in the same manner as if  
24 the teacher were its employee and had been its employee during  
25 the time the teacher was actually employed by the board from  
26 whose control the position was transferred.

1           (i) The employment of any teacher in a program of a special  
2 education joint agreement established under Section 3-15.14,  
3 10-22.31 or 10-22.31a shall be governed by this and succeeding  
4 Sections of this Article. For purposes of attaining and  
5 maintaining contractual continued service and computing length  
6 of continuing service as referred to in this Section and  
7 Section 24-12, employment in a special educational joint  
8 program shall be deemed a continuation of all previous  
9 licensed employment of such teacher for such joint agreement  
10 whether the employer of the teacher was the joint agreement,  
11 the regional superintendent, or one of the participating  
12 districts in the joint agreement.

13           (j) For any teacher employed after July 1, 1987 as a  
14 full-time teacher in a program of a special education joint  
15 agreement, whether the program is operated by the joint  
16 agreement or a member district on behalf of the joint  
17 agreement, in the event of a reduction in the number of  
18 programs or positions in the joint agreement in which the  
19 notice of dismissal is provided on or before the end of the  
20 2010-2011 school term, the teacher in contractual continued  
21 service is eligible for employment in the joint agreement  
22 programs for which the teacher is legally qualified in order  
23 of greater length of continuing service in the joint  
24 agreement, unless an alternative method of determining the  
25 sequence of dismissal is established in a collective  
26 bargaining agreement. For any teacher employed after July 1,

1 1987 as a full-time teacher in a program of a special education  
2 joint agreement, whether the program is operated by the joint  
3 agreement or a member district on behalf of the joint  
4 agreement, in the event of a reduction in the number of  
5 programs or positions in the joint agreement in which the  
6 notice of dismissal is provided during the 2011-2012 school  
7 term or a subsequent school term, the teacher shall be  
8 included on the honorable dismissal lists of all joint  
9 agreement programs for positions for which the teacher is  
10 qualified and is eligible for employment in such programs in  
11 accordance with subsections (b) and (c) of Section 24-12 of  
12 this Code and the applicable honorable dismissal policies of  
13 the joint agreement.

14 (k) For any teacher employed after July 1, 1987 as a  
15 full-time teacher in a program of a special education joint  
16 agreement, whether the program is operated by the joint  
17 agreement or a member district on behalf of the joint  
18 agreement, in the event of the dissolution of a joint  
19 agreement, in which the notice to teachers of the dissolution  
20 is provided during the 2010-2011 school term, the teacher in  
21 contractual continued service who is legally qualified shall  
22 be assigned to any comparable position in a member district  
23 currently held by a teacher who has not entered upon  
24 contractual continued service or held by a teacher who has  
25 entered upon contractual continued service with a shorter  
26 length of contractual continued service. Any teacher employed

1 after July 1, 1987 as a full-time teacher in a program of a  
2 special education joint agreement, whether the program is  
3 operated by the joint agreement or a member district on behalf  
4 of the joint agreement, in the event of the dissolution of a  
5 joint agreement in which the notice to teachers of the  
6 dissolution is provided during the 2011-2012 school term or a  
7 subsequent school term, the teacher who is qualified shall be  
8 included on the order of honorable dismissal lists of each  
9 member district and shall be assigned to any comparable  
10 position in any such district in accordance with subsections  
11 (b) and (c) of Section 24-12 of this Code and the applicable  
12 honorable dismissal policies of each member district.

13 (l) The governing board of the joint agreement, or the  
14 administrative district, if so authorized by the articles of  
15 agreement of the joint agreement, rather than the board of  
16 education of a school district, may carry out employment and  
17 termination actions including dismissals under this Section  
18 and Section 24-12.

19 (m) The employment of any teacher in a special education  
20 program authorized by Section 14-1.01 through 14-14.01, or a  
21 joint educational program established under Section 10-22.31a,  
22 shall be under this and the succeeding Sections of this  
23 Article, and such employment shall be deemed a continuation of  
24 the previous employment of such teacher in any of the  
25 participating districts, regardless of the participation of  
26 other districts in the program.

1           (n) Any teacher employed as a full-time teacher in a  
2 special education program prior to September 23, 1987 in which  
3 2 or more school districts participate for a probationary  
4 period of 2 consecutive years shall enter upon contractual  
5 continued service in each of the participating districts,  
6 subject to this and the succeeding Sections of this Article,  
7 and, notwithstanding Section 24-1.5 of this Code, in the event  
8 of the termination of the program shall be eligible for any  
9 vacant position in any of such districts for which such  
10 teacher is qualified.

11           (Source: P.A. 101-643, eff. 6-18-20; 102-552, eff. 1-1-22;  
12 102-854, eff. 5-13-22.)

13           (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

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

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



1 term, together with a statement of honorable dismissal and the  
2 reason therefor, and in all such cases the board shall first  
3 remove or dismiss all teachers who have not entered upon  
4 contractual continued service before removing or dismissing  
5 any teacher who has entered upon contractual continued service  
6 and who is legally qualified to hold a position currently held  
7 by a teacher who has not entered upon contractual continued  
8 service.

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

24 If the board has any vacancies for the following school  
25 term or within one calendar year from the beginning of the  
26 following school term, the positions thereby becoming

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

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

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

24 Each teacher must be categorized into one or more  
25 positions for which the teacher is qualified to hold, based  
26 upon legal qualifications and any other qualifications

1 established in a district or joint agreement job description,  
2 on or before the May 10 prior to the school year during which  
3 the sequence of dismissal is determined. Within each position  
4 and subject to agreements made by the joint committee on  
5 honorable dismissals that are authorized by subsection (c) of  
6 this Section, the school district or joint agreement must  
7 establish 4 groupings of teachers qualified to hold the  
8 position as follows:

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

1 educational program for 120 days or more is not considered  
2 employed on a part-time basis.

3 (2) Grouping 2 shall consist of each teacher with a  
4 Needs Improvement or Unsatisfactory performance evaluation  
5 rating on either of the teacher's last 2 performance  
6 evaluation ratings.

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

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

19 Among teachers qualified to hold a position, teachers must  
20 be dismissed in the order of their groupings, with teachers in  
21 grouping one dismissed first and teachers in grouping 4  
22 dismissed last.

23 Within grouping one, the sequence of dismissal must be at  
24 the discretion of the school district or joint agreement.  
25 Within grouping 2, the sequence of dismissal must be based  
26 upon average performance evaluation ratings, with the teacher

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

18 Each board, including the governing board of a joint  
19 agreement, shall, in consultation with any exclusive employee  
20 representatives, each year establish a sequence of honorable  
21 dismissal list categorized by positions and the groupings  
22 defined in this subsection (b). Copies of the list showing  
23 each teacher by name and categorized by positions and the  
24 groupings defined in this subsection (b) must be distributed  
25 to the exclusive bargaining representative at least 75 days  
26 before the end of the school term, provided that the school

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

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

18 If the board or joint agreement has any vacancies for the  
19 following school term or within one calendar year from the  
20 beginning of the following school term, the positions thereby  
21 becoming available must be tendered to the teachers so removed  
22 or dismissed who were in grouping 3 or 4 of the sequence of  
23 dismissal and are qualified to hold the positions, based upon  
24 legal qualifications and any other qualifications established  
25 in a district or joint agreement job description, on or before  
26 the May 10 prior to the date of the positions becoming

1 available, provided that if the number of honorable dismissal  
2 notices based on economic necessity exceeds 15% of the number  
3 of full-time equivalent positions filled by certified  
4 employees (excluding principals and administrative personnel)  
5 during the preceding school year, then the recall period is  
6 for the following school term or within 2 calendar years from  
7 the beginning of the following school term. If the board or  
8 joint agreement has any vacancies within the period from the  
9 beginning of the following school term through February 1 of  
10 the following school term (unless a date later than February  
11 1, but no later than 6 months from the beginning of the  
12 following school term, is established in a collective  
13 bargaining agreement), the positions thereby becoming  
14 available must be tendered to the teachers so removed or  
15 dismissed who were in grouping 2 of the sequence of dismissal  
16 due to one "needs improvement" rating on either of the  
17 teacher's last 2 performance evaluation ratings, provided  
18 that, if 2 ratings are available, the other performance  
19 evaluation rating used for grouping purposes is  
20 "satisfactory", "proficient", or "excellent", and are  
21 qualified to hold the positions, 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 date of the positions becoming available.  
25 On and after July 1, 2014 (the effective date of Public Act  
26 98-648), the preceding sentence shall apply to teachers



1 removed or dismissed by honorable dismissal, even if notice of  
2 honorable dismissal occurred during the 2013-2014 school year.  
3 Among teachers eligible for recall pursuant to the preceding  
4 sentence, the order of recall must be in inverse order of  
5 dismissal, unless an alternative order of recall is  
6 established in a collective bargaining agreement or contract  
7 between the board and a professional faculty members'  
8 organization. Whenever the number of honorable dismissal  
9 notices based upon economic necessity exceeds 5 notices or  
10 150% of the average number of teachers honorably dismissed in  
11 the preceding 3 years, whichever is more, then the school  
12 board or governing board of a joint agreement, as applicable,  
13 shall also hold a public hearing on the question of the  
14 dismissals. Following the hearing and board review, the action  
15 to approve any such reduction shall require a majority vote of  
16 the board members.

17 For purposes of this subsection (b), subject to agreement  
18 on an alternative definition reached by the joint committee  
19 described in subsection (c) of this Section, a teacher's  
20 performance evaluation rating means the overall performance  
21 evaluation rating resulting from an annual or biennial  
22 performance evaluation conducted pursuant to Article 24A of  
23 this Code by the school district or joint agreement  
24 determining the sequence of dismissal, not including any  
25 performance evaluation conducted during or at the end of a  
26 remediation period. No more than one evaluation rating each

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

1 ranking on a sequence of honorable dismissal shall be deemed a  
2 part of the teacher's performance evaluation, and that  
3 information shall be disclosed to the exclusive bargaining  
4 representative as part of a sequence of honorable dismissal  
5 list, notwithstanding any laws prohibiting disclosure of such  
6 information. A performance evaluation rating may be used to  
7 determine the sequence of dismissal, notwithstanding the  
8 pendency of any grievance resolution or arbitration procedures  
9 relating to the performance evaluation. If a teacher has  
10 received at least one performance evaluation rating conducted  
11 by the school district or joint agreement determining the  
12 sequence of dismissal and a subsequent performance evaluation  
13 is not conducted in any school year in which such evaluation is  
14 required to be conducted under Section 24A-5 of this Code, the  
15 teacher's performance evaluation rating for that school year  
16 for purposes of determining the sequence of dismissal is  
17 deemed Proficient, except that, during any time in which the  
18 Governor has declared a disaster due to a public health  
19 emergency pursuant to Section 7 of the Illinois Emergency  
20 Management Agency Act, this default to Proficient does not  
21 apply to any teacher who has entered into contractual  
22 continued service and who was deemed Excellent on his or her  
23 most recent evaluation. During any time in which the Governor  
24 has declared a disaster due to a public health emergency  
25 pursuant to Section 7 of the Illinois Emergency Management  
26 Agency Act and unless the school board and any exclusive

1 bargaining representative have completed the performance  
2 rating for teachers or have mutually agreed to an alternate  
3 performance rating, any teacher who has entered into  
4 contractual continued service, whose most recent evaluation  
5 was deemed Excellent, and whose performance evaluation is not  
6 conducted when the evaluation is required to be conducted  
7 shall receive a teacher's performance rating deemed Excellent.  
8 A school board and any exclusive bargaining representative may  
9 mutually agree to an alternate performance rating for teachers  
10 not in contractual continued service during any time in which  
11 the Governor has declared a disaster due to a public health  
12 emergency pursuant to Section 7 of the Illinois Emergency  
13 Management Agency Act, as long as the agreement is in writing.  
14 If a performance evaluation rating is nullified as the result  
15 of an arbitration, administrative agency, or court  
16 determination, then the school district or joint agreement is  
17 deemed to have conducted a performance evaluation for that  
18 school year, but the performance evaluation rating may not be  
19 used in determining the sequence of dismissal.

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

25 Any provisions regarding the sequence of honorable  
26 dismissals and recall of honorably dismissed teachers in a

1 collective bargaining agreement entered into on or before  
2 January 1, 2011 and in effect on June 13, 2011 (the effective  
3 date of Public Act 97-8) that may conflict with Public Act 97-8  
4 shall remain in effect through the expiration of such  
5 agreement or June 30, 2013, whichever is earlier.

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

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

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

1 performance evaluation ratings.

2 (3) The joint committee may agree to including within  
3 the definition of a performance evaluation rating a  
4 performance evaluation rating administered by a school  
5 district or joint agreement other than the school district  
6 or joint agreement determining the sequence of dismissal.

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

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

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

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

26 The joint committee must reach agreement on a matter on or

1 before February 1 of a school year in order for the agreement  
2 of the joint committee to apply to the sequence of dismissal  
3 determined during that school year. Subject to the February 1  
4 deadline for agreements, the agreement of a joint committee on  
5 a matter shall apply to the sequence of dismissal until the  
6 agreement is amended or terminated by the joint committee.

7 The provisions of the Open Meetings Act shall not apply to  
8 meetings of a joint committee created under this subsection  
9 (c).

10 (d) Notwithstanding anything to the contrary in this  
11 subsection (d), the requirements and dismissal procedures of  
12 Section 24-16.5 of this Code shall apply to any dismissal  
13 sought under Section 24-16.5 of this Code.

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



1 or after July 1, 2012 shall inform the teacher of the right  
2 to request a hearing before a mutually selected hearing  
3 officer, with the cost of the hearing officer split  
4 equally between the teacher and the board, or a hearing  
5 before a board-selected hearing officer, with the cost of  
6 the hearing officer paid by the board.

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

14 If, in the opinion of the board, the interests of the  
15 school require it, the board may suspend the teacher  
16 without pay, pending the hearing, but if the board's  
17 dismissal or removal is not sustained, the teacher shall  
18 not suffer the loss of any salary or benefits by reason of  
19 the suspension.

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

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

19           If notice to the teacher was sent before July 1, 2012  
20 or, if the notice was sent on or after July 1, 2012, the  
21 teacher has requested a hearing before a mutually selected  
22 hearing officer, the board and the teacher or their legal  
23 representatives within 3 business days shall alternately  
24 strike one name from the list provided by the State Board  
25 of Education until only one name remains. Unless waived by  
26 the teacher, the teacher shall have the right to proceed

1 first with the striking. Within 3 business days of receipt  
2 of the list provided by the State Board of Education, the  
3 board and the teacher or their legal representatives shall  
4 each have the right to reject all prospective hearing  
5 officers named on the list and notify the State Board of  
6 Education of such rejection. Within 3 business days after  
7 receiving this notification, the State Board of Education  
8 shall appoint a qualified person from the master list who  
9 did not appear on the list sent to the parties to serve as  
10 the hearing officer, unless the parties notify it that  
11 they have chosen to alternatively select a hearing officer  
12 under paragraph (4) of this subsection (d).

13 If the teacher has requested a hearing before a  
14 hearing officer selected by the board, the board shall  
15 select one name from the master list of qualified  
16 impartial hearing officers maintained by the State Board  
17 of Education within 3 business days after receipt and  
18 shall notify the State Board of Education of its  
19 selection.

20 A hearing officer mutually selected by the parties,  
21 selected by the board, or selected through an alternative  
22 selection process under paragraph (4) of this subsection  
23 (d) (A) must not be a resident of the school district, (B)  
24 must be available to commence the hearing within 75 days  
25 and conclude the hearing within 120 days after being  
26 selected as the hearing officer, and (C) must issue a

1 decision as to whether the teacher must be dismissed and  
2 give a copy of that decision to both the teacher and the  
3 board within 30 days from the conclusion of the hearing or  
4 closure of the record, whichever is later.

5 Any hearing convened during a public health emergency  
6 pursuant to Section 7 of the Illinois Emergency Management  
7 Agency Act may be convened remotely. Any hearing officer  
8 for a hearing convened during a public health emergency  
9 pursuant to Section 7 of the Illinois Emergency Management  
10 Agency Act may voluntarily withdraw from the hearing and  
11 another hearing officer shall be selected or appointed  
12 pursuant to this Section.

13 In this paragraph, "pre-hearing procedures" refers to  
14 the pre-hearing procedures under Section 51.55 of Title 23  
15 of the Illinois Administrative Code and "hearing" refers  
16 to the hearing under Section 51.60 of Title 23 of the  
17 Illinois Administrative Code. Any teacher who has been  
18 charged with engaging in acts of corporal punishment,  
19 physical abuse, grooming, or sexual misconduct and who  
20 previously paused pre-hearing procedures or a hearing  
21 pursuant to Public Act 101-643 must proceed with selection  
22 of a hearing officer or hearing date, or both, within the  
23 timeframes established by this paragraph (3) and  
24 paragraphs (4) through (6) of this subsection (d), unless  
25 the timeframes are mutually waived in writing by both  
26 parties, and all timelines set forth in this Section in

1 cases concerning corporal punishment, physical abuse,  
2 grooming, or sexual misconduct shall be reset to begin the  
3 day after the effective date of this amendatory Act of the  
4 102nd General Assembly. Any teacher charged with engaging  
5 in acts of corporal punishment, physical abuse, grooming,  
6 or sexual misconduct on or after the effective date of  
7 this amendatory Act of the 102nd General Assembly may not  
8 pause pre-hearing procedures or a hearing.

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

1 receipt of notice from the State Board of Education that  
2 it cannot provide a list that meets the foregoing  
3 requirements, whichever is later.

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

1           forth in paragraph (7) of this subsection (d).

2           (6) The teacher is required to answer the bill of  
3 particulars and aver affirmative matters in his or her  
4 defense, and the time for initially doing so and the time  
5 for updating such answer and defenses after pre-hearing  
6 discovery must be set by the hearing officer. The State  
7 Board of Education shall promulgate rules so that each  
8 party has a fair opportunity to present its case and to  
9 ensure that the dismissal process proceeds in a fair and  
10 expeditious manner. These rules shall address, without  
11 limitation, discovery and hearing scheduling conferences;  
12 the teacher's initial answer and affirmative defenses to  
13 the bill of particulars and the updating of that  
14 information after pre-hearing discovery; provision for  
15 written interrogatories and requests for production of  
16 documents; the requirement that each party initially  
17 disclose to the other party and then update the disclosure  
18 no later than 10 calendar days prior to the commencement  
19 of the hearing, the names and addresses of persons who may  
20 be called as witnesses at the hearing, a summary of the  
21 facts or opinions each witness will testify to, and all  
22 other documents and materials, including information  
23 maintained electronically, relevant to its own as well as  
24 the other party's case (the hearing officer may exclude  
25 witnesses and exhibits not identified and shared, except  
26 those offered in rebuttal for which the party could not

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



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

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

1 after a party's receipt of the transcript of the hearing,  
2 unless extended by the hearing officer for good cause or  
3 by mutual agreement of the parties.

4 (6.5) In the case of charges involving sexual abuse or  
5 severe physical abuse of a student or a person under the  
6 age of 18, the hearing officer shall make alternative  
7 hearing procedures to protect a witness who is a student  
8 or who is under the age of 18 from being intimidated or  
9 traumatized. Alternative hearing procedures may include,  
10 but are not limited to: (i) testimony made via a  
11 telecommunication device in a location other than the  
12 hearing room and outside the physical presence of the  
13 teacher and other hearing participants, (ii) testimony  
14 outside the physical presence of the teacher, or (iii)  
15 non-public testimony. During a testimony described under  
16 this subsection, each party must be permitted to ask a  
17 witness who is a student or who is under 18 years of age  
18 all relevant questions and follow-up questions. All  
19 questions must exclude evidence of the witness' sexual  
20 behavior or predisposition, unless the evidence is offered  
21 to prove that someone other than the teacher subject to  
22 the dismissal hearing engaged in the charge at issue.

23 (7) The hearing officer shall, within 30 days from the  
24 conclusion of the hearing or closure of the record,  
25 whichever is later, make a decision as to whether or not  
26 the teacher shall be dismissed pursuant to Article 24A of

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

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

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

1 or supplement the findings of fact if, in its opinion, the  
2 findings of fact are against the manifest weight of the  
3 evidence.

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

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

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

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

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

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

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

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

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

23 (Source: P.A. 101-81, eff. 7-12-19; 101-531, eff. 8-23-19;  
24 101-643, eff. 6-18-20; 102-708, eff. 4-22-22.)

25 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

1           Sec. 34-84. Appointments and promotions of teachers.  
2 Appointments and promotions of teachers shall be made for  
3 merit only, and after satisfactory service for a probationary  
4 period of 3 years with respect to probationary employees  
5 employed as full-time teachers in the public school system of  
6 the district before January 1, 1998 or on or after July 1, 2023  
7 and 4 years with respect to probationary employees who are  
8 first employed as full-time teachers in the public school  
9 system of the district on or after January 1, 1998 but before  
10 July 1, 2023, during which period the board may dismiss or  
11 discharge any such probationary employee upon the  
12 recommendation, accompanied by the written reasons therefor,  
13 of the general superintendent of schools and after which  
14 period appointments of teachers shall become permanent,  
15 subject to removal for cause in the manner provided by Section  
16 34-85.

17           For a probationary-appointed teacher in full-time service  
18 who is appointed on or after July 1, 2013 and who receives  
19 ratings of "excellent" during his or her first 3 school terms  
20 of full-time service, the probationary period shall be 3  
21 school terms of full-time service. For a  
22 probationary-appointed teacher in full-time service who is  
23 appointed on or after July 1, 2013 and who had previously  
24 entered into contractual continued service in another school  
25 district in this State or a program of a special education  
26 joint agreement in this State, as defined in Section 24-11 of



1 this Code, the probationary period shall be 2 school terms of  
2 full-time service, provided that (i) the teacher voluntarily  
3 resigned or was honorably dismissed from the prior district or  
4 program within the 3-month period preceding his or her  
5 appointment date, (ii) the teacher's last 2 ratings in the  
6 prior district or program were at least "proficient" and were  
7 issued after the prior district's or program's PERA  
8 implementation date, as defined in Section 24-11 of this Code,  
9 and (iii) the teacher receives ratings of "excellent" during  
10 his or her first 2 school terms of full-time service.

11 For a probationary-appointed teacher in full-time service  
12 ~~who is appointed on or after July 1, 2013 and~~ who has not  
13 entered into contractual continued service after 2 or 3 school  
14 terms of full-time service as provided in this Section, the  
15 probationary period shall be 3 ~~4~~ school terms of full-time  
16 service, provided that the teacher holds a Professional  
17 Educator License and receives a rating of at least  
18 "proficient" in the last school term and a rating of at least  
19 "proficient" in either the second or third school term.

20 As used in this Section, "school term" means the school  
21 term established by the board pursuant to Section 10-19 of  
22 this Code, and "full-time service" means the teacher has  
23 actually worked at least 150 days during the school term. As  
24 used in this Article, "teachers" means and includes all  
25 members of the teaching force excluding the general  
26 superintendent and principals.

1           There shall be no reduction in teachers because of a  
2 decrease in student membership or a change in subject  
3 requirements within the attendance center organization after  
4 the 20th day following the first day of the school year, except  
5 that: (1) this provision shall not apply to desegregation  
6 positions, special education positions, or any other positions  
7 funded by State or federal categorical funds, and (2) at  
8 attendance centers maintaining any of grades 9 through 12,  
9 there may be a second reduction in teachers on the first day of  
10 the second semester of the regular school term because of a  
11 decrease in student membership or a change in subject  
12 requirements within the attendance center organization.

13           The school principal shall make the decision in selecting  
14 teachers to fill new and vacant positions consistent with  
15 Section 34-8.1.

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

17           Section 99. Effective date. This Act takes effect July 1,  
18 2023."