



## 100TH GENERAL ASSEMBLY

### State of Illinois

2017 and 2018

SB3624

Introduced 7/25/2018, by Sen. Iris Y. Martinez

#### SYNOPSIS AS INTRODUCED:

See Index

Amends the School Code. Provides that if an individual is dismissed by a school district for committing a physical or sexual act on a student, the State Educator Preparation and Licensure Board shall immediately suspend, pending revocation, any license issued to that individual under the Educator Licensure Article of the Code. With regard to employee dismissal proceedings, provides that in the case of charges involving physical or sexual contact with a student or a person under the age of 18, the hearing officer shall make alternative hearing procedures to protect a witness who is a student or who is under the age of 18 from being intimidated or traumatized. Amends the Employment Record Disclosure Act. Provides that a current or former employer and any authorized employee or agent acting on its behalf who, whether upon inquiry or on its own initiative, provides information to a school district created under the School Code orally or in writing that it believes in good faith to be true or based upon an accurate record about a current or former employee's job performance, record of misconduct, disciplinary history, or criminal history shall be immune from any cause of action or civil liability related to or stemming from that communication. Amends the Personnel Record Review Act to provide that certain disclosure requirements under the Act do not apply to a school district responding to an inquiry from a prospective employer or to activities or associations with individuals or groups involved in the physical, sexual, or other exploitation of minors. Makes conforming and other changes.

LRB100 22482 AXK 41373 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 School Code is amended by changing Sections  
5 21B-75, 24-12, 27A-5, and 34-85 as follows:

6 (105 ILCS 5/21B-75)

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

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

12 (b) Except as provided under subsection (b-5) of this  
13 Section, the ~~The~~ State Superintendent of Education has the  
14 exclusive authority, in accordance with this Section and any  
15 rules adopted by the State Board of Education, in consultation  
16 with the State Educator Preparation and Licensure Board, to  
17 initiate the suspension of up to 5 calendar years or revocation  
18 of any license issued pursuant to this Article for abuse or  
19 neglect of a child, immorality, a condition of health  
20 detrimental to the welfare of pupils, incompetency,  
21 unprofessional conduct (which includes the failure to disclose  
22 on an employment application any previous conviction for a sex  
23 offense, as defined in Section 21B-80 of this Code, or any

1 other offense committed in any other state or against the laws  
2 of the United States that, if committed in this State, would be  
3 punishable as a sex offense, as defined in Section 21B-80 of  
4 this Code), the neglect of any professional duty, willful  
5 failure to report an instance of suspected child abuse or  
6 neglect as required by the Abused and Neglected Child Reporting  
7 Act, failure to establish satisfactory repayment on an  
8 educational loan guaranteed by the Illinois Student Assistance  
9 Commission, or other just cause. Unprofessional conduct shall  
10 include the refusal to attend or participate in institutes,  
11 teachers' meetings, or professional readings or to meet other  
12 reasonable requirements of the regional superintendent of  
13 schools or State Superintendent of Education. Unprofessional  
14 conduct also includes conduct that violates the standards,  
15 ethics, or rules applicable to the security, administration,  
16 monitoring, or scoring of or the reporting of scores from any  
17 assessment test or examination administered under Section  
18 2-3.64a-5 of this Code or that is known or intended to produce  
19 or report manipulated or artificial, rather than actual,  
20 assessment or achievement results or gains from the  
21 administration of those tests or examinations. Unprofessional  
22 conduct shall also include neglect or unnecessary delay in the  
23 making of statistical and other reports required by school  
24 officers. Incompetency shall include, without limitation, 2 or  
25 more school terms of service for which the license holder has  
26 received an unsatisfactory rating on a performance evaluation

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

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

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

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

18 (4) The time between the unsatisfactory evaluation  
19 ratings.

20 (5) The quality of the remediation plans associated  
21 with the unsatisfactory evaluation ratings and whether the  
22 license holder successfully completed the remediation  
23 plans.

24 (6) Whether the unsatisfactory evaluation ratings were  
25 related to the same or different assignments performed by  
26 the license holder.

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

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

16          (b-5) If an individual is dismissed by a school district  
17          for committing a physical or sexual act on a student, the State  
18          Educator Preparation and Licensure Board shall immediately  
19          suspend, pending revocation, any license issued to that  
20          individual under this Article. The State Superintendent of  
21          Education shall serve the individual written notice and afford  
22          him or her the opportunity for a hearing on the proposed  
23          revocation.

24          (c) Except as provided under subsection (b-5) of this  
25          Section, the ~~The~~ State Superintendent of Education shall, upon  
26          receipt of evidence of abuse or neglect of a child, immorality,

1 a condition of health detrimental to the welfare of pupils,  
2 incompetency (subject to subsection (b) of this Section),  
3 unprofessional conduct, the neglect of any professional duty,  
4 or other just cause, further investigate and, if and as  
5 appropriate, serve written notice to the individual and afford  
6 the individual opportunity for a hearing prior to suspension,  
7 revocation, or other sanction; provided that the State  
8 Superintendent is under no obligation to initiate such an  
9 investigation if the Department of Children and Family Services  
10 is investigating the same or substantially similar allegations  
11 and its child protective service unit has not made its  
12 determination, as required under Section 7.12 of the Abused and  
13 Neglected Child Reporting Act. If the State Superintendent of  
14 Education does not receive from an individual a request for a  
15 hearing within 10 days after the individual receives notice,  
16 the suspension, revocation, or other sanction shall  
17 immediately take effect in accordance with the notice. If a  
18 hearing is requested within 10 days after notice of an  
19 opportunity for hearing, it shall act as a stay of proceedings  
20 until the State Educator Preparation and Licensure Board issues  
21 a decision. Any hearing shall take place in the educational  
22 service region where the educator is or was last employed and  
23 in accordance with rules adopted by the State Board of  
24 Education, in consultation with the State Educator Preparation  
25 and Licensure Board, and such rules shall include without  
26 limitation provisions for discovery and the sharing of

1 information between parties prior to the hearing. The standard  
2 of proof for any administrative hearing held pursuant to this  
3 Section shall be by the preponderance of the evidence. The  
4 decision of the State Educator Preparation and Licensure Board  
5 is a final administrative decision and is subject to judicial  
6 review by appeal of either party.

7 The State Board of Education may refuse to issue or may  
8 suspend the license of any person who fails to file a return or  
9 to pay the tax, penalty, or interest shown in a filed return or  
10 to pay any final assessment of tax, penalty, or interest, as  
11 required by any tax Act administered by the Department of  
12 Revenue, until such time as the requirements of any such tax  
13 Act are satisfied.

14 The exclusive authority of the State Superintendent of  
15 Education to initiate suspension or revocation of a license  
16 pursuant to this Section does not preclude a regional  
17 superintendent of schools from cooperating with the State  
18 Superintendent or a State's Attorney with respect to an  
19 investigation of alleged misconduct.

20 (d) The State Superintendent of Education or his or her  
21 designee may initiate and conduct such investigations as may be  
22 reasonably necessary to establish the existence of any alleged  
23 misconduct. At any stage of the investigation, the State  
24 Superintendent may issue a subpoena requiring the attendance  
25 and testimony of a witness, including the license holder, and  
26 the production of any evidence, including files, records,

1 correspondence, or documents, relating to any matter in  
2 question in the investigation. The subpoena shall require a  
3 witness to appear at the State Board of Education at a  
4 specified date and time and shall specify any evidence to be  
5 produced. The license holder is not entitled to be present, but  
6 the State Superintendent shall provide the license holder with  
7 a copy of any recorded testimony prior to a hearing under this  
8 Section. Such recorded testimony must not be used as evidence  
9 at a hearing, unless the license holder has adequate notice of  
10 the testimony and the opportunity to cross-examine the witness.  
11 Failure of a license holder to comply with a duly issued,  
12 investigatory subpoena may be grounds for revocation,  
13 suspension, or denial of a license.

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



1           (f) The State Superintendent of Education or a person  
2 designated by him or her shall have the power to administer  
3 oaths to witnesses at any hearing conducted before the State  
4 Educator Preparation and Licensure Board pursuant to this  
5 Section. The State Superintendent of Education or a person  
6 designated by him or her is authorized to subpoena and bring  
7 before the State Educator Preparation and Licensure Board any  
8 person in this State and to take testimony either orally or by  
9 deposition or by exhibit, with the same fees and mileage and in  
10 the same manner as prescribed by law in judicial proceedings in  
11 civil cases in circuit courts of this State.

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

20           (h) The State Board of Education shall receive an annual  
21 line item appropriation to cover fees associated with the  
22 investigation and prosecution of alleged educator misconduct  
23 and hearings related thereto.

24           (Source: P.A. 97-607, eff. 8-26-11; incorporates 97-8, eff.  
25 6-13-11; 97-813, eff. 7-13-12; 98-972, eff. 8-15-14.)

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

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

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

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

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

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

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

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

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

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

19 (1) Grouping one shall consist of each teacher who is  
20 not in contractual continued service and who (i) has not  
21 received a performance evaluation rating, (ii) is employed  
22 for one school term or less to replace a teacher on leave,  
23 or (iii) is employed on a part-time basis. "Part-time  
24 basis" for the purposes of this subsection (b) means a  
25 teacher who is employed to teach less than a full-day,  
26 teacher workload or less than 5 days of the normal student

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

13 (2) Grouping 2 shall consist of each teacher with a  
14 Needs Improvement or Unsatisfactory performance evaluation  
15 rating on either of the teacher's last 2 performance  
16 evaluation ratings.

17 (3) Grouping 3 shall consist of each teacher with a  
18 performance evaluation rating of at least Satisfactory or  
19 Proficient on both of the teacher's last 2 performance  
20 evaluation ratings, if 2 ratings are available, or on the  
21 teacher's last performance evaluation rating, if only one  
22 rating is available, unless the teacher qualifies for  
23 placement into grouping 4.

24 (4) Grouping 4 shall consist of each teacher whose last  
25 2 performance evaluation ratings are Excellent and each  
26 teacher with 2 Excellent performance evaluation ratings

1 out of the teacher's last 3 performance evaluation ratings  
2 with a third rating of Satisfactory or Proficient.

3 Among teachers qualified to hold a position, teachers must  
4 be dismissed in the order of their groupings, with teachers in  
5 grouping one dismissed first and teachers in grouping 4  
6 dismissed last.

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

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

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



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

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

25 For purposes of this subsection (b), subject to agreement  
26 on an alternative definition reached by the joint committee

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

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

1 district or joint agreement is deemed to have conducted a  
2 performance evaluation for that school year, but the  
3 performance evaluation rating may not be used in determining  
4 the sequence of dismissal.

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

10 Any provisions regarding the sequence of honorable  
11 dismissals and recall of honorably dismissed teachers in a  
12 collective bargaining agreement entered into on or before  
13 January 1, 2011 and in effect on the effective date of this  
14 amendatory Act of the 97th General Assembly that may conflict  
15 with this amendatory Act of the 97th General Assembly shall  
16 remain in effect through the expiration of such agreement or  
17 June 30, 2013, whichever is earlier.

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

25 (1) The joint committee must consider and may agree to  
26 criteria for excluding from grouping 2 and placing into

1 grouping 3 a teacher whose last 2 performance evaluations  
2 include a Needs Improvement and either a Proficient or  
3 Excellent.

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

14 (3) The joint committee may agree to including within  
15 the definition of a performance evaluation rating a  
16 performance evaluation rating administered by a school  
17 district or joint agreement other than the school district  
18 or joint agreement determining the sequence of dismissal.

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

1 used in a sequence of dismissal.

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

1 Agreement by the joint committee as to a matter requires  
2 the majority vote of all committee members, and if the joint  
3 committee does not reach agreement on a matter, then the  
4 otherwise applicable requirements of subsection (b) of this  
5 Section shall apply. Except as explicitly set forth in this  
6 subsection (c), a joint committee has no authority to agree to  
7 any further modifications to the requirements for honorable  
8 dismissals set forth in subsection (b) of this Section. The  
9 joint committee must be established, and the first meeting of  
10 the joint committee each school year must occur on or before  
11 December 1.

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

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

23 (1) If a dismissal of a teacher in contractual  
24 continued service is sought for any reason or cause other  
25 than an honorable dismissal under subsections (a) or (b) of  
26 this Section or a dismissal sought under Section 24-16.5 of



1       this Code, including those under Section 10-22.4, the board  
2       must first approve a motion containing specific charges by  
3       a majority vote of all its members. Written notice of such  
4       charges, including a bill of particulars and the teacher's  
5       right to request a hearing, must be mailed to the teacher  
6       and also given to the teacher either by certified mail,  
7       return receipt requested, or personal delivery with  
8       receipt within 5 days of the adoption of the motion. Any  
9       written notice sent on or after July 1, 2012 shall inform  
10      the teacher of the right to request a hearing before a  
11      mutually selected hearing officer, with the cost of the  
12      hearing officer split equally between the teacher and the  
13      board, or a hearing before a board-selected hearing  
14      officer, with the cost of the hearing officer paid by the  
15      board.

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

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

1 not suffer the loss of any salary or benefits by reason of  
2 the suspension.

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

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

1 involved in evaluative and non-evaluative dismissals.

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

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

1 Board of Education of its selection.

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

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

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

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

1 costs must be paid to the hearing officer within 14 days  
2 after the board and the teacher or their legal  
3 representatives receive the hearing officer's decision set  
4 forth in paragraph (7) of this subsection (d).

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

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

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

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



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

7 (6.5) In the case of charges involving physical or  
8 sexual contact with a student or a person under the age of  
9 18, the hearing officer shall make alternative hearing  
10 procedures to protect a witness who is a student or who is  
11 under the age of 18 from being intimidated or traumatized.  
12 Alternative hearing procedures may include, but are not  
13 limited to, (i) testimony made via a telecommunication  
14 device in a location other than the hearing room and  
15 outside the physical presence of the teacher or the  
16 principal and other hearing participants, (ii) testimony  
17 outside the physical presence of the teacher or the  
18 principal, or (iii) non-public testimony. A hearing  
19 officer shall admit an out-of-court statement made by a  
20 witness who is student or a person under the age of 18 if  
21 the statement concerns the teacher's or the principal's  
22 physical or sexual contact with the witness. The  
23 availability of the witness shall not bar the admission of  
24 the out-of-court statement into evidence. The hearing  
25 officer shall determine the weight to be afforded the  
26 statement based on an assessment of various indicia of its

1       reliability.

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

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

22 (8) The school board, within 45 days after receipt of  
23 the hearing officer's findings of fact and recommendation  
24 as to whether (i) the conduct at issue occurred, (ii) the  
25 conduct that did occur was remediable, and (iii) the  
26 proposed dismissal should be sustained, shall issue a

1 written order as to whether the teacher must be retained or  
2 dismissed for cause from its employ. The school board's  
3 written order shall incorporate the hearing officer's  
4 findings of fact, except that the school board may modify  
5 or supplement the findings of fact if, in its opinion, the  
6 findings of fact are against the manifest weight of the  
7 evidence.

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

21 If the school board retains the teacher, the school  
22 board shall enter a written order stating the amount of  
23 back pay and lost benefits, less mitigation, to be paid to  
24 the teacher, within 45 days after its retention order.  
25 Should the teacher object to the amount of the back pay and  
26 lost benefits or amount mitigated, the teacher shall give

1 written objections to the amount within 21 days. If the  
2 parties fail to reach resolution within 7 days, the dispute  
3 shall be referred to the hearing officer, who shall  
4 consider the school board's written order and teacher's  
5 written objection and determine the amount to which the  
6 school board is liable. The costs of the hearing officer's  
7 review and determination must be paid by the board.

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

22 (10) If a decision of the hearing officer for dismissal  
23 pursuant to Article 24A of this Code or of the school board  
24 for dismissal for cause is adjudicated upon review or  
25 appeal in favor of the teacher, then the trial court shall  
26 order reinstatement and shall remand the matter to the

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

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

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

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

26 (Source: P.A. 98-513, eff. 1-1-14; 98-648, eff. 7-1-14; 99-78,

1 eff. 7-20-15.)

2 (105 ILCS 5/27A-5)

3 Sec. 27A-5. Charter school; legal entity; requirements.

4 (a) A charter school shall be a public, nonsectarian,  
5 nonreligious, non-home based, and non-profit school. A charter  
6 school shall be organized and operated as a nonprofit  
7 corporation or other discrete, legal, nonprofit entity  
8 authorized under the laws of the State of Illinois.

9 (b) A charter school may be established under this Article  
10 by creating a new school or by converting an existing public  
11 school or attendance center to charter school status. Beginning  
12 on April 16, 2003 (the effective date of Public Act 93-3), in  
13 all new applications to establish a charter school in a city  
14 having a population exceeding 500,000, operation of the charter  
15 school shall be limited to one campus. The changes made to this  
16 Section by Public Act 93-3 do not apply to charter schools  
17 existing or approved on or before April 16, 2003 (the effective  
18 date of Public Act 93-3).

19 (b-5) In this subsection (b-5), "virtual-schooling" means  
20 a cyber school where students engage in online curriculum and  
21 instruction via the Internet and electronic communication with  
22 their teachers at remote locations and with students  
23 participating at different times.

24 From April 1, 2013 through December 31, 2016, there is a  
25 moratorium on the establishment of charter schools with

1 virtual-schooling components in school districts other than a  
2 school district organized under Article 34 of this Code. This  
3 moratorium does not apply to a charter school with  
4 virtual-schooling components existing or approved prior to  
5 April 1, 2013 or to the renewal of the charter of a charter  
6 school with virtual-schooling components already approved  
7 prior to April 1, 2013.

8 On or before March 1, 2014, the Commission shall submit to  
9 the General Assembly a report on the effect of  
10 virtual-schooling, including without limitation the effect on  
11 student performance, the costs associated with  
12 virtual-schooling, and issues with oversight. The report shall  
13 include policy recommendations for virtual-schooling.

14 (c) A charter school shall be administered and governed by  
15 its board of directors or other governing body in the manner  
16 provided in its charter. The governing body of a charter school  
17 shall be subject to the Freedom of Information Act and the Open  
18 Meetings Act.

19 (d) For purposes of this subsection (d), "non-curricular  
20 health and safety requirement" means any health and safety  
21 requirement created by statute or rule to provide, maintain,  
22 preserve, or safeguard safe or healthful conditions for  
23 students and school personnel or to eliminate, reduce, or  
24 prevent threats to the health and safety of students and school  
25 personnel. "Non-curricular health and safety requirement" does  
26 not include any course of study or specialized instructional



1 requirement for which the State Board has established goals and  
2 learning standards or which is designed primarily to impart  
3 knowledge and skills for students to master and apply as an  
4 outcome of their education.

5 A charter school shall comply with all non-curricular  
6 health and safety requirements applicable to public schools  
7 under the laws of the State of Illinois. On or before September  
8 1, 2015, the State Board shall promulgate and post on its  
9 Internet website a list of non-curricular health and safety  
10 requirements that a charter school must meet. The list shall be  
11 updated annually no later than September 1. Any charter  
12 contract between a charter school and its authorizer must  
13 contain a provision that requires the charter school to follow  
14 the list of all non-curricular health and safety requirements  
15 promulgated by the State Board and any non-curricular health  
16 and safety requirements added by the State Board to such list  
17 during the term of the charter. Nothing in this subsection (d)  
18 precludes an authorizer from including non-curricular health  
19 and safety requirements in a charter school contract that are  
20 not contained in the list promulgated by the State Board,  
21 including non-curricular health and safety requirements of the  
22 authorizing local school board.

23 (e) Except as otherwise provided in the School Code, a  
24 charter school shall not charge tuition; provided that a  
25 charter school may charge reasonable fees for textbooks,  
26 instructional materials, and student activities.

1 (f) A charter school shall be responsible for the  
2 management and operation of its fiscal affairs including, but  
3 not limited to, the preparation of its budget. An audit of each  
4 charter school's finances shall be conducted annually by an  
5 outside, independent contractor retained by the charter  
6 school. To ensure financial accountability for the use of  
7 public funds, on or before December 1 of every year of  
8 operation, each charter school shall submit to its authorizer  
9 and the State Board a copy of its audit and a copy of the Form  
10 990 the charter school filed that year with the federal  
11 Internal Revenue Service. In addition, if deemed necessary for  
12 proper financial oversight of the charter school, an authorizer  
13 may require quarterly financial statements from each charter  
14 school.

15 (g) A charter school shall comply with all provisions of  
16 this Article, the Illinois Educational Labor Relations Act, all  
17 federal and State laws and rules applicable to public schools  
18 that pertain to special education and the instruction of  
19 English learners, and its charter. A charter school is exempt  
20 from all other State laws and regulations in this Code  
21 governing public schools and local school board policies;  
22 however, a charter school is not exempt from the following:

23 (1) Sections 10-21.9 and 34-18.5 of this Code regarding  
24 criminal history records checks and checks of the Statewide  
25 Sex Offender Database and Statewide Murderer and Violent  
26 Offender Against Youth Database of applicants for

1 employment;

2 (2) Sections 10-20.14, 10-22.6, 24-24, 34-19, and  
3 34-84a of this Code regarding discipline of students;

4 (3) the Local Governmental and Governmental Employees  
5 Tort Immunity Act;

6 (4) Section 108.75 of the General Not For Profit  
7 Corporation Act of 1986 regarding indemnification of  
8 officers, directors, employees, and agents;

9 (5) the Abused and Neglected Child Reporting Act;

10 (5.5) subsection (b) of Section 10-23.12 and  
11 subsection (b) of Section 34-18.6 of this Code;

12 (6) the Illinois School Student Records Act;

13 (7) Section 10-17a of this Code regarding school report  
14 cards;

15 (8) the P-20 Longitudinal Education Data System Act;

16 (9) Section 27-23.7 of this Code regarding bullying  
17 prevention;

18 (10) Section 2-3.162 of this Code regarding student  
19 discipline reporting;

20 (11) Sections 22-80 and 27-8.1 of this Code; ~~and~~

21 (12) Sections 10-20.60 and 34-18.53 of this Code; ~~and~~

22 (13) ~~(12)~~ Sections 10-20.63 ~~10-20.60~~ and 34-18.56  
23 ~~34-18.53~~ of this Code; ~~and~~

24 (14) ~~(12)~~ Section 26-18 of this Code; ~~and~~

25 (15) Sections 24-12 and 34-85 of this Code.

26 The change made by Public Act 96-104 to this subsection (g)

1 is declaratory of existing law.

2 (h) A charter school may negotiate and contract with a  
3 school district, the governing body of a State college or  
4 university or public community college, or any other public or  
5 for-profit or nonprofit private entity for: (i) the use of a  
6 school building and grounds or any other real property or  
7 facilities that the charter school desires to use or convert  
8 for use as a charter school site, (ii) the operation and  
9 maintenance thereof, and (iii) the provision of any service,  
10 activity, or undertaking that the charter school is required to  
11 perform in order to carry out the terms of its charter.  
12 However, a charter school that is established on or after April  
13 16, 2003 (the effective date of Public Act 93-3) and that  
14 operates in a city having a population exceeding 500,000 may  
15 not contract with a for-profit entity to manage or operate the  
16 school during the period that commences on April 16, 2003 (the  
17 effective date of Public Act 93-3) and concludes at the end of  
18 the 2004-2005 school year. Except as provided in subsection (i)  
19 of this Section, a school district may charge a charter school  
20 reasonable rent for the use of the district's buildings,  
21 grounds, and facilities. Any services for which a charter  
22 school contracts with a school district shall be provided by  
23 the district at cost. Any services for which a charter school  
24 contracts with a local school board or with the governing body  
25 of a State college or university or public community college  
26 shall be provided by the public entity at cost.

1 (i) In no event shall a charter school that is established  
2 by converting an existing school or attendance center to  
3 charter school status be required to pay rent for space that is  
4 deemed available, as negotiated and provided in the charter  
5 agreement, in school district facilities. However, all other  
6 costs for the operation and maintenance of school district  
7 facilities that are used by the charter school shall be subject  
8 to negotiation between the charter school and the local school  
9 board and shall be set forth in the charter.

10 (j) A charter school may limit student enrollment by age or  
11 grade level.

12 (k) If the charter school is approved by the Commission,  
13 then the Commission charter school is its own local education  
14 agency.

15 (Source: P.A. 99-30, eff. 7-10-15; 99-78, eff. 7-20-15; 99-245,  
16 eff. 8-3-15; 99-325, eff. 8-10-15; 99-456, eff. 9-15-16;  
17 99-642, eff. 7-28-16; 99-927, eff. 6-1-17; 100-29, eff. 1-1-18;  
18 100-156, eff. 1-1-18; 100-163, eff. 1-1-18; 100-413, eff.  
19 1-1-18; 100-468, eff. 6-1-18; revised 9-25-17.)

20 (105 ILCS 5/34-85) (from Ch. 122, par. 34-85)

21 Sec. 34-85. Removal for cause; notice and hearing;  
22 suspension.

23 (a) No teacher employed by the board of education shall  
24 (after serving the probationary period specified in Section  
25 34-84) be removed except for cause. Teachers (who have

1 completed the probationary period specified in Section 34-84 of  
2 this Code) shall be removed for cause in accordance with the  
3 procedures set forth in this Section or, at the board's option,  
4 the procedures set forth in Section 24-16.5 of this Code or  
5 such other procedures established in an agreement entered into  
6 between the board and the exclusive representative of the  
7 district's teachers under Section 34-85c of this Code for  
8 teachers (who have completed the probationary period specified  
9 in Section 34-84 of this Code) assigned to schools identified  
10 in that agreement. No principal employed by the board of  
11 education shall be removed during the term of his or her  
12 performance contract except for cause, which may include but is  
13 not limited to the principal's repeated failure to implement  
14 the school improvement plan or to comply with the provisions of  
15 the Uniform Performance Contract, including additional  
16 criteria established by the Council for inclusion in the  
17 performance contract pursuant to Section 34-2.3.

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

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

14 (1) To initiate dismissal proceedings against a  
15 teacher or principal, the general superintendent must  
16 first approve written charges and specifications against  
17 the teacher or principal. A local school council may direct  
18 the general superintendent to approve written charges  
19 against its principal on behalf of the Council upon the  
20 vote of 7 members of the Council. The general  
21 superintendent must approve those charges within 45  
22 calendar days or provide a written reason for not approving  
23 those charges. A written notice of those charges, including  
24 specifications, shall be served upon the teacher or  
25 principal within 10 business days of the approval of the  
26 charges. Any written notice sent on or after July 1, 2012

1 shall also inform the teacher or principal of the right to  
2 request a hearing before a mutually selected hearing  
3 officer, with the cost of the hearing officer split equally  
4 between the teacher or principal and the board, or a  
5 hearing before a qualified hearing officer chosen by the  
6 general superintendent, with the cost of the hearing  
7 officer paid by the board. If the teacher or principal  
8 cannot be found upon diligent inquiry, such charges may be  
9 served upon him by mailing a copy thereof in a sealed  
10 envelope by prepaid certified mail, return receipt  
11 requested, to the teacher's or principal's last known  
12 address. A return receipt showing delivery to such address  
13 within 20 calendar days after the date of the approval of  
14 the charges shall constitute proof of service.

15 (2) No hearing upon the charges is required unless the  
16 teacher or principal within 17 calendar days after  
17 receiving notice requests in writing of the general  
18 superintendent that a hearing be scheduled. Pending the  
19 hearing of the charges, the general superintendent or his  
20 or her designee may suspend the teacher or principal  
21 charged without pay in accordance with rules prescribed by  
22 the board, provided that if the teacher or principal  
23 charged is not dismissed based on the charges, he or she  
24 must be made whole for lost earnings, less setoffs for  
25 mitigation.

26 (3) The board shall maintain a list of at least 9



1 qualified hearing officers who will conduct hearings on  
2 charges and specifications. The list must be developed in  
3 good faith consultation with the exclusive representative  
4 of the board's teachers and professional associations that  
5 represent the board's principals. The list may be revised  
6 on July 1st of each year or earlier as needed. To be a  
7 qualified hearing officer, the person must (i) be  
8 accredited by a national arbitration organization and have  
9 had a minimum of 5 years of experience as an arbitrator in  
10 cases involving labor and employment relations matters  
11 between employers and employees or their exclusive  
12 bargaining representatives and (ii) beginning September 1,  
13 2012, have participated in training provided or approved by  
14 the State Board of Education for teacher dismissal hearing  
15 officers so that he or she is familiar with issues  
16 generally involved in evaluative and non-evaluative  
17 dismissals.

18 Within 5 business days after receiving the notice of  
19 request for a hearing, the general superintendent and the  
20 teacher or principal or their legal representatives shall  
21 alternately strike one name from the list until only one  
22 name remains. Unless waived by the teacher, the teacher or  
23 principal shall have the right to proceed first with the  
24 striking. If the teacher or principal fails to participate  
25 in the striking process, the general superintendent shall  
26 either select the hearing officer from the list developed

1           pursuant to this paragraph (3) or select another qualified  
2           hearing officer from the master list maintained by the  
3           State Board of Education pursuant to subsection (c) of  
4           Section 24-12 of this Code.

5           (4) If the notice of dismissal was sent to the teacher  
6           or principal before July 1, 2012, the fees and costs for  
7           the hearing officer shall be paid by the State Board of  
8           Education. If the notice of dismissal was sent to the  
9           teacher or principal on or after July 1, 2012, the hearing  
10          officer's fees and costs must be paid as follows in this  
11          paragraph (4). The fees and permissible costs for the  
12          hearing officer shall be determined by the State Board of  
13          Education. If the hearing officer is mutually selected by  
14          the parties through alternate striking in accordance with  
15          paragraph (3) of this subsection (a), then the board and  
16          the teacher or their legal representative shall each pay  
17          50% of the fees and costs and any supplemental allowance to  
18          which they agree. If the hearing officer is selected by the  
19          general superintendent without the participation of the  
20          teacher or principal, then the board shall pay 100% of the  
21          hearing officer fees and costs. The hearing officer shall  
22          submit for payment a billing statement to the parties that  
23          itemizes the charges and expenses and divides them in  
24          accordance with this Section.

25          (5) The teacher or the principal charged is required to  
26          answer the charges and specifications and aver affirmative

1 matters in his or her defense, and the time for doing so  
2 must be set by the hearing officer. The State Board of  
3 Education shall adopt rules so that each party has a fair  
4 opportunity to present its case and to ensure that the  
5 dismissal proceeding is concluded in an expeditious  
6 manner. The rules shall address, without limitation, the  
7 teacher or principal's answer and affirmative defenses to  
8 the charges and specifications; a requirement that each  
9 party make mandatory disclosures without request to the  
10 other party and then update the disclosure no later than 10  
11 calendar days prior to the commencement of the hearing,  
12 including a list of the names and addresses of persons who  
13 may be called as witnesses at the hearing, a summary of the  
14 facts or opinions each witness will testify to, and all  
15 other documents and materials, including information  
16 maintained electronically, relevant to its own as well as  
17 the other party's case (the hearing officer may exclude  
18 witnesses and exhibits not identified and shared, except  
19 those offered in rebuttal for which the party could not  
20 reasonably have anticipated prior to the hearing);  
21 pre-hearing discovery and preparation, including provision  
22 for written interrogatories and requests for production of  
23 documents, provided that discovery depositions are  
24 prohibited; the conduct of the hearing; the right of each  
25 party to be represented by counsel, the offer of evidence  
26 and witnesses and the cross-examination of witnesses; the

1 authority of the hearing officer to issue subpoenas and  
2 subpoenas duces tecum, provided that the hearing officer  
3 may limit the number of witnesses to be subpoenaed in  
4 behalf of each party to no more than 7; the length of  
5 post-hearing briefs; and the form, length, and content of  
6 hearing officers' reports and recommendations to the  
7 general superintendent.

8 The hearing officer shall commence the hearing within  
9 75 calendar days and conclude the hearing within 120  
10 calendar days after being selected by the parties as the  
11 hearing officer, provided that these timelines may be  
12 modified upon the showing of good cause or mutual agreement  
13 of the parties. Good cause for the purposes of this  
14 paragraph (5) shall mean the illness or otherwise  
15 unavoidable emergency of the teacher, district  
16 representative, their legal representatives, the hearing  
17 officer, or an essential witness as indicated in each  
18 party's pre-hearing submission. In a dismissal hearing in  
19 which a witness is a student or is under the age of 18, the  
20 hearing officer must make accommodations for the witness,  
21 as provided under paragraph (5.5) of this subsection (a).  
22 The,~~the~~ hearing officer shall consider and give weight to  
23 all of the teacher's evaluations written pursuant to  
24 Article 24A that are relevant to the issues in the hearing.  
25 Except as otherwise provided under paragraph (5.5) of this  
26 subsection (a) the, ~~The~~ teacher or principal has the

1 privilege of being present at the hearing with counsel and  
2 of cross-examining witnesses and may offer evidence and  
3 witnesses and present defenses to the charges. Each party  
4 shall have no more than 3 days to present its case, unless  
5 extended by the hearing officer to enable a party to  
6 present adequate evidence and testimony, including due to  
7 the other party's cross-examination of the party's  
8 witnesses, for good cause or by mutual agreement of the  
9 parties. The State Board of Education shall define in rules  
10 the meaning of "day" for such purposes. All testimony at  
11 the hearing shall be taken under oath administered by the  
12 hearing officer. The hearing officer shall cause a record  
13 of the proceedings to be kept and shall employ a competent  
14 reporter to take stenographic or steno-type notes of all the  
15 testimony. The costs of the reporter's attendance and  
16 services at the hearing shall be paid by the party or  
17 parties who are paying the fees and costs of the hearing  
18 officer. Either party desiring a transcript of the hearing  
19 shall pay for the cost thereof. At the close of the  
20 hearing, the hearing officer shall direct the parties to  
21 submit post-hearing briefs no later than 21 calendar days  
22 after receipt of the transcript. Either or both parties may  
23 waive submission of briefs.

24 (5.5) In the case of charges involving physical or  
25 sexual contact with a student or a person under the age of  
26 18, the hearing officer shall make alternative hearing

1 procedures to protect a witness who is a student or who is  
2 under the age of 18 from being intimidated or traumatized.  
3 Alternative hearing procedures may include, but are not  
4 limited to, (i) testimony made via a telecommunication  
5 device in a location other than the hearing room and  
6 outside the physical presence of the teacher or the  
7 principal and other hearing participants, (ii) testimony  
8 outside the physical presence of the teacher or the  
9 principal, or (iii) non-public testimony. A hearing  
10 officer shall admit an out-of-court statement made by a  
11 witness who is student or a person under the age of 18 if  
12 the statement concerns the teacher's or the principal's  
13 physical or sexual contact with the witness. The  
14 availability of the witness shall not bar the admission of  
15 the out-of-court statement into evidence. The hearing  
16 officer shall determine the weight to be afforded the  
17 statement based on an assessment of various indicia of its  
18 reliability.

19 (6) The hearing officer shall within 30 calendar days  
20 from the conclusion of the hearing report to the general  
21 superintendent findings of fact and a recommendation as to  
22 whether or not the teacher or principal shall be dismissed  
23 and shall give a copy of the report to both the teacher or  
24 principal and the general superintendent. The State Board  
25 of Education shall provide by rule the form of the hearing  
26 officer's report and recommendation.

1           (7) The board, within 45 days of receipt of the hearing  
2 officer's findings of fact and recommendation, shall make a  
3 decision as to whether the teacher or principal shall be  
4 dismissed from its employ. The failure of the board to  
5 strictly adhere to the timeliness contained herein shall  
6 not render it without jurisdiction to dismiss the teacher  
7 or principal. In the event that the board declines to  
8 dismiss the teacher or principal after review of a hearing  
9 officer's recommendation, the board shall set the amount of  
10 back pay and benefits to award the teacher or principal,  
11 which shall include offsets for interim earnings and  
12 failure to mitigate losses. The board shall establish  
13 procedures for the teacher's or principal's submission of  
14 evidence to it regarding lost earnings, lost benefits,  
15 mitigation, and offsets. The decision of the board is final  
16 unless reviewed in accordance with paragraph (8) of this  
17 subsection (a).

18           (8) The teacher may seek judicial review of the board's  
19 decision in accordance with the Administrative Review Law,  
20 which is specifically incorporated in this Section, except  
21 that the review must be initiated in the Illinois Appellate  
22 Court for the First District. In the event judicial review  
23 is instituted, any costs of preparing and filing the record  
24 of proceedings shall be paid by the party instituting the  
25 review. In the event the appellate court reverses a board  
26 decision to dismiss a teacher or principal and directs the

1 board to pay the teacher or the principal back pay and  
2 benefits, the appellate court shall remand the matter to  
3 the board to issue an administrative decision as to the  
4 amount of back pay and benefits, which shall include a  
5 calculation of the lost earnings, lost benefits,  
6 mitigation, and offsets based on evidence submitted to the  
7 board in accordance with procedures established by the  
8 board.

9 (b) Nothing in this Section affects the validity of removal  
10 for cause hearings commenced prior to June 13, 2011 (the  
11 effective date of Public Act 97-8).

12 The changes made by Public Act 97-8 shall apply to  
13 dismissals instituted on or after September 1, 2011 or the  
14 effective date of Public Act 97-8, whichever is later. Any  
15 dismissal instituted prior to the effective date of these  
16 changes must be carried out in accordance with the requirements  
17 of this Section prior to amendment by Public Act 97-8.

18 (Source: P.A. 99-78, eff. 7-20-15.)

19 Section 10. The Employment Record Disclosure Act is amended  
20 by changing Section 10 as follows:

21 (745 ILCS 46/10)

22 Sec. 10. No liability for providing truthful information.

23 (a) Any employer or authorized employee or agent acting on  
24 behalf of an employer who, upon inquiry by a prospective



1 employer, provides truthful written or verbal information, or  
2 information that it believes in good faith is truthful, about a  
3 current or former employee's job performance is presumed to be  
4 acting in good faith and is immune from civil liability for the  
5 disclosure and the consequences of the disclosure.

6 The presumption of good faith established in this Section  
7 may be rebutted by a preponderance of evidence that the  
8 information disclosed was knowingly false or in violation of a  
9 civil right of the employee or former employee.

10 (b) A current or former employer and any authorized  
11 employee or agent acting on its behalf who, whether upon  
12 inquiry or on its own initiative, provides information to a  
13 school district created under the School Code orally or in  
14 writing that it believes in good faith to be true or based upon  
15 an accurate record about a current or former employee's job  
16 performance, record of misconduct, disciplinary history, or  
17 criminal history shall be immune from any cause of action or  
18 civil liability related to or stemming from that communication.  
19 Any person or entity who commences an action against a current  
20 or former employer related to or stemming from a communication  
21 covered under this subsection (b) must plead with specificity  
22 the factual basis on which it alleges that the employer or its  
23 employee or agent did not believe that the information provided  
24 was true or based upon an accurate record at the time it was  
25 provided. If that person or entity fails to prevail against its  
26 current or former employer or its employee or agent, the court

1 shall award the former employer and the school district the  
2 reasonable costs and attorneys' fees for defending the action.

3 (Source: P.A. 89-470, eff. 6-13-96.)

4 Section 15. The Personnel Record Review Act is amended by  
5 changing Sections 8 and 9 as follows:

6 (820 ILCS 40/8) (from Ch. 48, par. 2008)

7 Sec. 8. An employer shall review a personnel record before  
8 releasing information to a third party and, except when the  
9 release is ordered to a party in a legal action or arbitration,  
10 delete disciplinary reports, letters of reprimand, or other  
11 records of disciplinary action which are more than 4 years old.  
12 This Section does not apply to a school district or an  
13 authorized employee or agent of a school district who is  
14 responding to an inquiry from a prospective employer.

15 (Source: P.A. 83-1104.)

16 (820 ILCS 40/9) (from Ch. 48, par. 2009)

17 Sec. 9. An employer shall not gather or keep a record of an  
18 employee's associations, political activities, publications,  
19 communications or nonemployment activities, unless the  
20 employee submits the information in writing or authorizes the  
21 employer in writing to keep or gather the information. This  
22 prohibition shall not apply to (i) activities or associations  
23 with individuals or groups involved in the physical, sexual, or

1 other exploitation of a minor or (ii) the activities that occur  
2 on the employer's premises or during the employee's working  
3 hours with that employer which interfere with the performance  
4 of the employee's duties or the duties of other employees or  
5 activities, regardless of when and where occurring, which  
6 constitute criminal conduct or may reasonably be expected to  
7 harm the employer's property, operations or business, or could  
8 by the employee's action cause the employer financial  
9 liability. A record which is kept by the employer as permitted  
10 under this Section shall be part of the personnel record.  
11 (Source: P.A. 91-357, eff. 7-29-99.)

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from Ch. 48, par. 2008

820 ILCS 40/9

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