

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 24-11, 24-12, and 34-84 as follows:

6 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

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

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

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

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

16 "School term" means that portion of the school year, July
17 1 to the following June 30, when school is in actual session.

18 "Program" means a program of a special education joint
19 agreement.

20 "Program of a special education joint agreement" means
21 instructional, consultative, supervisory, administrative,
22 diagnostic, and related services that are managed by a special
23 educational joint agreement designed to service 2 or more

1 school districts that are members of the joint agreement.

2 "PERA implementation date" means the implementation date
3 of an evaluation system for teachers as specified by Section
4 24A-2.5 of this Code for all schools within a school district
5 or all programs of a special education joint agreement.

6 (b) This Section and Sections 24-12 through 24-16 of this
7 Article apply only to school districts having less than
8 500,000 inhabitants.

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

19 (d) For any teacher who is first employed as a full-time
20 teacher in a school district or program on or after the PERA
21 implementation date but before July 1, 2023, the probationary
22 period shall be one of the following periods, based upon the
23 teacher's school terms of service and performance, before the
24 teacher shall enter upon contractual continued service in the
25 district or in all of the programs that the teacher is legally
26 qualified to hold, unless the teacher is given written notice

1 of dismissal by certified mail, return receipt requested, by
2 the employing board on or before April 15 ~~at least 45 days~~
3 ~~before the end of any school term within such period:~~

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

9 (2) 3 consecutive school terms of service in which the
10 teacher holds a Professional Educator License and receives
11 2 ~~3~~ overall annual evaluations of "Excellent"; or

12 (3) 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" service, but
15 only if the teacher (i) previously attained contractual
16 continued service in a different school district or
17 program in this State, (ii) voluntarily departed or was
18 honorably dismissed from that school district or program
19 in the school term immediately prior to the teacher's
20 first school term of service applicable to the attainment
21 of contractual continued service under this subdivision
22 (3), and (iii) received, in his or her 2 most recent
23 overall annual or biennial evaluations from the prior
24 school district or program, ratings of at least
25 "Proficient", with both such ratings occurring after the
26 school district's or program's PERA implementation date.

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

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

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

16 (d-5) For any teacher who is first employed as a full-time
17 teacher in a school district or program on or after July 1,
18 2023, the probationary period shall be one of the following
19 periods, based upon the teacher's school terms of service and
20 performance, before the teacher shall enter upon contractual
21 continued service in the district or in all of the programs
22 that the teacher is legally qualified to hold, unless the
23 teacher is given written notice of dismissal by certified
24 mail, return receipt requested, by the employing board on or
25 before April 15:

26 (1) 3 consecutive school terms of service in which the

1 teacher holds a Professional Educator License and receives
2 overall annual evaluation ratings of at least "Proficient"
3 in the second and third school terms;

4 (2) 2 consecutive school terms of service in which the
5 teacher holds a Professional Educator License and receives
6 2 overall annual evaluations of "Excellent"; or

7 (3) 2 consecutive school terms of service in which the
8 teacher holds a Professional Educator License and receives
9 2 overall annual evaluations of "Excellent" service, but
10 only if the teacher (i) previously attained contractual
11 continued service in a different school district or
12 program in this State, (ii) voluntarily departed or was
13 honorably dismissed from that school district or program
14 in the school term immediately prior to the teacher's
15 first school term of service applicable to the attainment
16 of contractual continued service under this subdivision
17 (3), and (iii) received, in his or her 2 most recent
18 overall annual or biennial evaluations from the prior
19 school district or program, ratings of at least
20 "Proficient", with both such ratings occurring after the
21 school district's or program's PERA implementation date.
22 For a teacher to attain contractual continued service
23 under this subdivision (3), the teacher shall provide
24 official copies of his or her 2 most recent overall annual
25 or biennial evaluations from the prior school district or
26 program to the new school district or program within 60

1 days from the teacher's first day of service with the new
2 school district or program. The prior school district or
3 program must provide the teacher with official copies of
4 his or her 2 most recent overall annual or biennial
5 evaluations within 14 days after the teacher's request. If
6 a teacher has requested such official copies prior to 45
7 days after the teacher's first day of service with the new
8 school district or program and the teacher's prior school
9 district or program fails to provide the teacher with the
10 official copies required under this subdivision (3), then
11 the time period for the teacher to submit the official
12 copies to his or her new school district or program must be
13 extended until 14 days after receipt of such copies from
14 the prior school district or program. If the prior school
15 district or program fails to provide the teacher with the
16 official copies required under this subdivision (3) within
17 90 days from the teacher's first day of service with the
18 new school district or program, then the new school
19 district or program shall rely upon the teacher's own
20 copies of his or her evaluations for purposes of this
21 subdivision (3).

22 If the teacher does not receive overall annual evaluations
23 of "Excellent" in the school terms necessary for eligibility
24 to achieve accelerated contractual continued service in
25 subdivisions (2) and (3) of this subsection (d), the teacher
26 shall be eligible for contractual continued service pursuant

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

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

11 (e) For the purposes of determining contractual continued
12 service, a school term shall be counted only toward attainment
13 of contractual continued service if the teacher actually
14 teaches or is otherwise present and participating in the
15 district's or program's educational program for 120 days or
16 more, provided that the days of leave under the federal Family
17 Medical Leave Act that the teacher is required to take until
18 the end of the school term shall be considered days of teaching
19 or participation in the district's or program's educational
20 program. A school term that is not counted toward attainment
21 of contractual continued service shall not be considered a
22 break in service for purposes of determining whether a teacher
23 has been employed for 4 consecutive school terms, provided
24 that the teacher actually teaches or is otherwise present and
25 participating in the district's or program's educational
26 program in the following school term.

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

17 (g) Contractual continued service shall continue in effect
18 the terms and provisions of the contract with the teacher
19 during the last school term of the probationary period,
20 subject to this Act and the lawful regulations of the
21 employing board. This Section and succeeding Sections do not
22 modify any existing power of the board except with respect to
23 the procedure of the discharge of a teacher and reductions in
24 salary as hereinafter provided. Contractual continued service
25 status shall not restrict the power of the board to transfer a
26 teacher to a position which the teacher is qualified to fill or

1 to make such salary adjustments as it deems desirable, but
2 unless reductions in salary are uniform or based upon some
3 reasonable classification, any teacher whose salary is reduced
4 shall be entitled to a notice and a hearing as hereinafter
5 provided in the case of certain dismissals or removals.

6 (h) If, by reason of any change in the boundaries of school
7 districts, by reason of a special education cooperative
8 reorganization or dissolution in accordance with Section
9 10-22.31 of this Code, or by reason of the creation of a new
10 school district, the position held by any teacher having a
11 contractual continued service status is transferred from one
12 board to the control of a new or different board, then the
13 contractual continued service status of the teacher is not
14 thereby lost, and such new or different board is subject to
15 this Code with respect to the teacher in the same manner as if
16 the teacher were its employee and had been its employee during
17 the time the teacher was actually employed by the board from
18 whose control the position was transferred.

19 (i) The employment of any teacher in a program of a special
20 education joint agreement established under Section 3-15.14,
21 10-22.31 or 10-22.31a shall be governed by this and succeeding
22 Sections of this Article. For purposes of attaining and
23 maintaining contractual continued service and computing length
24 of continuing service as referred to in this Section and
25 Section 24-12, employment in a special educational joint
26 program shall be deemed a continuation of all previous

1 licensed employment of such teacher for such joint agreement
2 whether the employer of the teacher was the joint agreement,
3 the regional superintendent, or one of the participating
4 districts in the joint agreement.

5 (j) For any teacher employed after July 1, 1987 as a
6 full-time teacher in a program of a special education joint
7 agreement, whether the program is operated by the joint
8 agreement or a member district on behalf of the joint
9 agreement, in the event of a reduction in the number of
10 programs or positions in the joint agreement in which the
11 notice of dismissal is provided on or before the end of the
12 2010-2011 school term, the teacher in contractual continued
13 service is eligible for employment in the joint agreement
14 programs for which the teacher is legally qualified in order
15 of greater length of continuing service in the joint
16 agreement, unless an alternative method of determining the
17 sequence of dismissal is established in a collective
18 bargaining agreement. For any teacher employed after July 1,
19 1987 as a full-time teacher in a program of a special education
20 joint agreement, whether the program is operated by the joint
21 agreement or a member district on behalf of the joint
22 agreement, in the event of a reduction in the number of
23 programs or positions in the joint agreement in which the
24 notice of dismissal is provided during the 2011-2012 school
25 term or a subsequent school term, the teacher shall be
26 included on the honorable dismissal lists of all joint

1 agreement programs for positions for which the teacher is
2 qualified and is eligible for employment in such programs in
3 accordance with subsections (b) and (c) of Section 24-12 of
4 this Code and the applicable honorable dismissal policies of
5 the joint agreement.

6 (k) For any teacher employed after July 1, 1987 as a
7 full-time teacher in a program of a special education joint
8 agreement, whether the program is operated by the joint
9 agreement or a member district on behalf of the joint
10 agreement, in the event of the dissolution of a joint
11 agreement, in which the notice to teachers of the dissolution
12 is provided during the 2010-2011 school term, the teacher in
13 contractual continued service who is legally qualified shall
14 be assigned to any comparable position in a member district
15 currently held by a teacher who has not entered upon
16 contractual continued service or held by a teacher who has
17 entered upon contractual continued service with a shorter
18 length of contractual continued service. Any teacher employed
19 after July 1, 1987 as a full-time teacher in a program of a
20 special education joint agreement, whether the program is
21 operated by the joint agreement or a member district on behalf
22 of the joint agreement, in the event of the dissolution of a
23 joint agreement in which the notice to teachers of the
24 dissolution is provided during the 2011-2012 school term or a
25 subsequent school term, the teacher who is qualified shall be
26 included on the order of honorable dismissal lists of each

1 member district and shall be assigned to any comparable
2 position in any such district in accordance with subsections
3 (b) and (c) of Section 24-12 of this Code and the applicable
4 honorable dismissal policies of each member district.

5 (l) The governing board of the joint agreement, or the
6 administrative district, if so authorized by the articles of
7 agreement of the joint agreement, rather than the board of
8 education of a school district, may carry out employment and
9 termination actions including dismissals under this Section
10 and Section 24-12.

11 (m) The employment of any teacher in a special education
12 program authorized by Section 14-1.01 through 14-14.01, or a
13 joint educational program established under Section 10-22.31a,
14 shall be under this and the succeeding Sections of this
15 Article, and such employment shall be deemed a continuation of
16 the previous employment of such teacher in any of the
17 participating districts, regardless of the participation of
18 other districts in the program.

19 (n) Any teacher employed as a full-time teacher in a
20 special education program prior to September 23, 1987 in which
21 2 or more school districts participate for a probationary
22 period of 2 consecutive years shall enter upon contractual
23 continued service in each of the participating districts,
24 subject to this and the succeeding Sections of this Article,
25 and, notwithstanding Section 24-1.5 of this Code, in the event
26 of the termination of the program shall be eligible for any

1 vacant position in any of such districts for which such
2 teacher is qualified.

3 (Source: P.A. 101-643, eff. 6-18-20; 102-552, eff. 1-1-22;
4 102-854, eff. 5-13-22.)

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

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

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

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

16 If the board has any vacancies for the following school
17 term or within one calendar year from the beginning of the
18 following school term, the positions thereby becoming
19 available shall be tendered to the teachers so removed or
20 dismissed so far as they are legally qualified to hold such
21 positions; provided, however, that if the number of honorable
22 dismissal notices based on economic necessity exceeds 15% of
23 the number of full-time equivalent positions filled by
24 certified employees (excluding principals and administrative
25 personnel) during the preceding school year, then if the board
26 has any vacancies for the following school term or within 2

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

21 (b) ~~This subsection (b) applies only to honorable~~
22 ~~dismissals and recalls in which the notice of dismissal is~~
23 ~~provided during the 2011-2012 school term or a subsequent~~
24 ~~school term.~~ If any teacher, whether or not in contractual
25 continued service, is removed or dismissed as a result of a
26 decision of a school board to decrease the number of teachers

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

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

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

21 (2) Grouping 2 shall consist of each teacher with a
22 Needs Improvement or Unsatisfactory performance evaluation
23 rating on either of the teacher's last 2 performance
24 evaluation ratings.

25 (3) Grouping 3 shall consist of each teacher with a
26 performance evaluation rating of at least Satisfactory or

1 Proficient on both of the teacher's last 2 performance
2 evaluation ratings, if 2 ratings are available, or on the
3 teacher's last performance evaluation rating, if only one
4 rating is available, unless the teacher qualifies for
5 placement into grouping 4.

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

11 Among teachers qualified to hold a position, teachers must
12 be dismissed in the order of their groupings, with teachers in
13 grouping one dismissed first and teachers in grouping 4
14 dismissed last.

15 Within grouping one, the sequence of dismissal must be at
16 the discretion of the school district or joint agreement.
17 Within grouping 2, the sequence of dismissal must be based
18 upon average performance evaluation ratings, with the teacher
19 or teachers with the lowest average performance evaluation
20 rating dismissed first. A teacher's average performance
21 evaluation rating must be calculated using the average of the
22 teacher's last 2 performance evaluation ratings, if 2 ratings
23 are available, or the teacher's last performance evaluation
24 rating, if only one rating is available, using the following
25 numerical values: 4 for Excellent; 3 for Proficient or
26 Satisfactory; 2 for Needs Improvement; and 1 for

1 Unsatisfactory. As between or among teachers in grouping 2
2 with the same average performance evaluation rating and within
3 each of groupings 3 and 4, the teacher or teachers with the
4 shorter length of continuing service with the school district
5 or joint agreement must be dismissed first unless an
6 alternative method of determining the sequence of dismissal is
7 established in a collective bargaining agreement or contract
8 between the board and a professional faculty members'
9 organization.

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

1 determining a sequence of dismissal is established as provided
2 for in this Section, in which case a list must be made in
3 accordance with the alternative method. Copies of the list
4 must be distributed to the exclusive employee representative
5 at least 75 days before the end of the school term.

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

1 beginning of the following school term through February 1 of
2 the following school term (unless a date later than February
3 1, but no later than 6 months from the beginning of the
4 following school term, is established in a collective
5 bargaining agreement), the positions thereby becoming
6 available must be tendered to the teachers so removed or
7 dismissed who were in grouping 2 of the sequence of dismissal
8 due to one "needs improvement" rating on either of the
9 teacher's last 2 performance evaluation ratings, provided
10 that, if 2 ratings are available, the other performance
11 evaluation rating used for grouping purposes is
12 "satisfactory", "proficient", or "excellent", and are
13 qualified to hold the positions, based upon legal
14 qualifications and any other qualifications established in a
15 district or joint agreement job description, on or before the
16 May 10 prior to the date of the positions becoming available.
17 On and after July 1, 2014 (the effective date of Public Act
18 98-648), the preceding sentence shall apply to teachers
19 removed or dismissed by honorable dismissal, even if notice of
20 honorable dismissal occurred during the 2013-2014 school year.
21 Among teachers eligible for recall pursuant to the preceding
22 sentence, the order of recall must be in inverse order of
23 dismissal, unless an alternative order of recall is
24 established in a collective bargaining agreement or contract
25 between the board and a professional faculty members'
26 organization. Whenever the number of honorable dismissal

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

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

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

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

1 mutually agree to an alternate performance rating for teachers
2 not in contractual continued service during any time in which
3 the Governor has declared a disaster due to a public health
4 emergency pursuant to Section 7 of the Illinois Emergency
5 Management Agency Act, as long as the agreement is in writing.
6 If a performance evaluation rating is nullified as the result
7 of an arbitration, administrative agency, or court
8 determination, then the school district or joint agreement is
9 deemed to have conducted a performance evaluation for that
10 school year, but the performance evaluation rating may not be
11 used in determining the sequence of dismissal.

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

17 Any provisions regarding the sequence of honorable
18 dismissals and recall of honorably dismissed teachers in a
19 collective bargaining agreement entered into on or before
20 January 1, 2011 and in effect on June 13, 2011 (the effective
21 date of Public Act 97-8) that may conflict with Public Act 97-8
22 shall remain in effect through the expiration of such
23 agreement or June 30, 2013, whichever is earlier.

24 (c) Each school district and special education joint
25 agreement must use a joint committee composed of equal
26 representation selected by the school board and its teachers

1 or, if applicable, the exclusive bargaining representative of
2 its teachers, to address the matters described in paragraphs
3 (1) through (5) of this subsection (c) pertaining to honorable
4 dismissals under subsection (b) of this Section.

5 (1) The joint committee must consider and may agree to
6 criteria for excluding from grouping 2 and placing into
7 grouping 3 a teacher whose last 2 performance evaluations
8 include a Needs Improvement and either a Proficient or
9 Excellent.

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

20 (3) The joint committee may agree to including within
21 the definition of a performance evaluation rating a
22 performance evaluation rating administered by a school
23 district or joint agreement other than the school district
24 or joint agreement determining the sequence of dismissal.

25 (4) For each school district or joint agreement that
26 administers performance evaluation ratings that are

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

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

1 the review to the employing board and exclusive bargaining
2 representative, if any. Nothing in this paragraph (5)
3 shall impact the order of honorable dismissal or a school
4 district's or joint agreement's authority to carry out a
5 dismissal in accordance with subsection (b) of this
6 Section.

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

18 The joint committee must reach agreement on a matter on or
19 before February 1 of a school year in order for the agreement
20 of the joint committee to apply to the sequence of dismissal
21 determined during that school year. Subject to the February 1
22 deadline for agreements, the agreement of a joint committee on
23 a matter shall apply to the sequence of dismissal until the
24 agreement is amended or terminated by the joint committee.

25 The provisions of the Open Meetings Act shall not apply to
26 meetings of a joint committee created under this subsection

1 (c).

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

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

25 Before setting a hearing on charges stemming from
26 causes that are considered remediable, a board must give

1 the teacher reasonable warning in writing, stating
2 specifically the causes that, if not removed, may result
3 in charges; however, no such written warning is required
4 if the causes have been the subject of a remediation plan
5 pursuant to Article 24A of this Code.

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

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

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

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

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

1 did not appear on the list sent to the parties to serve as
2 the hearing officer, unless the parties notify it that
3 they have chosen to alternatively select a hearing officer
4 under paragraph (4) of this subsection (d).

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

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

23 Any hearing convened during a public health emergency
24 pursuant to Section 7 of the Illinois Emergency Management
25 Agency Act may be convened remotely. Any hearing officer
26 for a hearing convened during a public health emergency

1 pursuant to Section 7 of the Illinois Emergency Management
2 Agency Act may voluntarily withdraw from the hearing and
3 another hearing officer shall be selected or appointed
4 pursuant to this Section.

5 In this paragraph, "pre-hearing procedures" refers to
6 the pre-hearing procedures under Section 51.55 of Title 23
7 of the Illinois Administrative Code and "hearing" refers
8 to the hearing under Section 51.60 of Title 23 of the
9 Illinois Administrative Code. Any teacher who has been
10 charged with engaging in acts of corporal punishment,
11 physical abuse, grooming, or sexual misconduct and who
12 previously paused pre-hearing procedures or a hearing
13 pursuant to Public Act 101-643 must proceed with selection
14 of a hearing officer or hearing date, or both, within the
15 timeframes established by this paragraph (3) and
16 paragraphs (4) through (6) of this subsection (d), unless
17 the timeframes are mutually waived in writing by both
18 parties, and all timelines set forth in this Section in
19 cases concerning corporal punishment, physical abuse,
20 grooming, or sexual misconduct shall be reset to begin the
21 day after the effective date of this amendatory Act of the
22 102nd General Assembly. Any teacher charged with engaging
23 in acts of corporal punishment, physical abuse, grooming,
24 or sexual misconduct on or after the effective date of
25 this amendatory Act of the 102nd General Assembly may not
26 pause pre-hearing procedures or a hearing.

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

22 (5) If the notice of dismissal was sent to the teacher
23 before July 1, 2012, the fees and costs for the hearing
24 officer must be paid by the State Board of Education. If
25 the notice of dismissal was sent to the teacher on or after
26 July 1, 2012, the hearing officer's fees and costs must be

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

20 (6) The teacher is required to answer the bill of
21 particulars and aver affirmative matters in his or her
22 defense, and the time for initially doing so and the time
23 for updating such answer and defenses after pre-hearing
24 discovery must be set by the hearing officer. The State
25 Board of Education shall promulgate rules so that each
26 party has a fair opportunity to present its case and to

1 ensure that the dismissal process proceeds in a fair and
2 expeditious manner. These rules shall address, without
3 limitation, discovery and hearing scheduling conferences;
4 the teacher's initial answer and affirmative defenses to
5 the bill of particulars and the updating of that
6 information after pre-hearing discovery; provision for
7 written interrogatories and requests for production of
8 documents; the requirement that each party initially
9 disclose to the other party and then update the disclosure
10 no later than 10 calendar days prior to the commencement
11 of the hearing, the names and addresses of persons who may
12 be called as witnesses at the hearing, a summary of the
13 facts or opinions each witness will testify to, and all
14 other documents and materials, including information
15 maintained electronically, relevant to its own as well as
16 the other party's case (the hearing officer may exclude
17 witnesses and exhibits not identified and shared, except
18 those offered in rebuttal for which the party could not
19 reasonably have anticipated prior to the hearing);
20 pre-hearing discovery and preparation, including provision
21 for written interrogatories and requests for production of
22 documents, provided that discovery depositions are
23 prohibited; the conduct of the hearing; the right of each
24 party to be represented by counsel, the offer of evidence
25 and witnesses and the cross-examination of witnesses; the
26 authority of the hearing officer to issue subpoenas and

1 subpoenaes duces tecum, provided that the hearing officer
2 may limit the number of witnesses to be subpoenaed on
3 behalf of each party to no more than 7; the length of
4 post-hearing briefs; and the form, length, and content of
5 hearing officers' decisions. The hearing officer shall
6 hold a hearing and render a final decision for dismissal
7 pursuant to Article 24A of this Code or shall report to the
8 school board findings of fact and a recommendation as to
9 whether or not the teacher must be dismissed for conduct.
10 The hearing officer shall commence the hearing within 75
11 days and conclude the hearing within 120 days after being
12 selected as the hearing officer, provided that the hearing
13 officer may modify these timelines upon the showing of
14 good cause or mutual agreement of the parties. Good cause
15 for the purpose of this subsection (d) shall mean the
16 illness or otherwise unavoidable emergency of the teacher,
17 district representative, their legal representatives, the
18 hearing officer, or an essential witness as indicated in
19 each party's pre-hearing submission. In a dismissal
20 hearing pursuant to Article 24A of this Code in which a
21 witness is a student or is under the age of 18, the hearing
22 officer must make accommodations for the witness, as
23 provided under paragraph (6.5) of this subsection. The
24 hearing officer shall consider and give weight to all of
25 the teacher's evaluations written pursuant to Article 24A
26 that are relevant to the issues in the hearing.

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

22 (6.5) In the case of charges involving sexual abuse or
23 severe physical abuse of a student or a person under the
24 age of 18, the hearing officer shall make alternative
25 hearing procedures to protect a witness who is a student
26 or who is under the age of 18 from being intimidated or

1 traumatized. Alternative hearing procedures may include,
2 but are not limited to: (i) testimony made via a
3 telecommunication device in a location other than the
4 hearing room and outside the physical presence of the
5 teacher and other hearing participants, (ii) testimony
6 outside the physical presence of the teacher, or (iii)
7 non-public testimony. During a testimony described under
8 this subsection, each party must be permitted to ask a
9 witness who is a student or who is under 18 years of age
10 all relevant questions and follow-up questions. All
11 questions must exclude evidence of the witness' sexual
12 behavior or predisposition, unless the evidence is offered
13 to prove that someone other than the teacher subject to
14 the dismissal hearing engaged in the charge at issue.

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

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

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

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

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

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

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

24 (9) The decision of the hearing officer pursuant to
25 Article 24A of this Code or of the school board's decision
26 to dismiss for cause is final unless reviewed as provided

1 in Section 24-16 of this Code. If the school board's
2 decision to dismiss for cause is contrary to the hearing
3 officer's recommendation, the court on review shall give
4 consideration to the school board's decision and its
5 supplemental findings of fact, if applicable, and the
6 hearing officer's findings of fact and recommendation in
7 making its decision. In the event such review is
8 instituted, the school board shall be responsible for
9 preparing and filing the record of proceedings, and such
10 costs associated therewith must be divided equally between
11 the parties.

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

24 Any teacher who is reinstated by any hearing or
25 adjudication brought under this Section shall be assigned
26 by the board to a position substantially similar to the

1 one which that teacher held prior to that teacher's
2 suspension or dismissal.

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

10 (e) Nothing contained in Public Act 98-648 repeals,
11 supersedes, invalidates, or nullifies final decisions in
12 lawsuits pending on July 1, 2014 (the effective date of Public
13 Act 98-648) in Illinois courts involving the interpretation of
14 Public Act 97-8.

15 (Source: P.A. 101-81, eff. 7-12-19; 101-531, eff. 8-23-19;
16 101-643, eff. 6-18-20; 102-708, eff. 4-22-22.)

17 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

18 Sec. 34-84. Appointments and promotions of teachers.
19 Appointments and promotions of teachers shall be made for
20 merit only, and after satisfactory service for a probationary
21 period of 3 years with respect to probationary employees
22 employed as full-time teachers in the public school system of
23 the district before January 1, 1998 or on or after July 1, 2023
24 and 4 years with respect to probationary employees who are
25 first employed as full-time teachers in the public school

1 system of the district on or after January 1, 1998 but before
2 July 1, 2023, during which period the board may dismiss or
3 discharge any such probationary employee upon the
4 recommendation, accompanied by the written reasons therefor,
5 of the general superintendent of schools and after which
6 period appointments of teachers shall become permanent,
7 subject to removal for cause in the manner provided by Section
8 34-85.

9 For a probationary-appointed teacher in full-time service
10 who is appointed on or after July 1, 2013 and who receives
11 ratings of "excellent" during his or her first 3 school terms
12 of full-time service, the probationary period shall be 3
13 school terms of full-time service. For a
14 probationary-appointed teacher in full-time service who is
15 appointed on or after July 1, 2013 and who had previously
16 entered into contractual continued service in another school
17 district in this State or a program of a special education
18 joint agreement in this State, as defined in Section 24-11 of
19 this Code, the probationary period shall be 2 school terms of
20 full-time service, provided that (i) the teacher voluntarily
21 resigned or was honorably dismissed from the prior district or
22 program within the 3-month period preceding his or her
23 appointment date, (ii) the teacher's last 2 ratings in the
24 prior district or program were at least "proficient" and were
25 issued after the prior district's or program's PERA
26 implementation date, as defined in Section 24-11 of this Code,

1 and (iii) the teacher receives ratings of "excellent" during
2 his or her first 2 school terms of full-time service.

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

12 As used in this Section, "school term" means the school
13 term established by the board pursuant to Section 10-19 of
14 this Code, and "full-time service" means the teacher has
15 actually worked at least 150 days during the school term. As
16 used in this Article, "teachers" means and includes all
17 members of the teaching force excluding the general
18 superintendent and principals.

19 There shall be no reduction in teachers because of a
20 decrease in student membership or a change in subject
21 requirements within the attendance center organization after
22 the 20th day following the first day of the school year, except
23 that: (1) this provision shall not apply to desegregation
24 positions, special education positions, or any other positions
25 funded by State or federal categorical funds, and (2) at
26 attendance centers maintaining any of grades 9 through 12,

1 there may be a second reduction in teachers on the first day of
2 the second semester of the regular school term because of a
3 decrease in student membership or a change in subject
4 requirements within the attendance center organization.

5 The school principal shall make the decision in selecting
6 teachers to fill new and vacant positions consistent with
7 Section 34-8.1.

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

9 Section 99. Effective date. This Act takes effect July 1,
10 2023.