



Sen. Kimberly A. Lightford

Filed: 3/28/2023

10300SB1872sam001

LRB103 26797 RJT 60013 a

1 AMENDMENT TO SENATE BILL 1872

2 AMENDMENT NO. _____. Amend Senate Bill 1872 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by changing
5 Sections 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

1 1 to the following June 30, when school is in actual session.

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

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

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

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

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

26 (d) For any teacher who is first employed as a full-time

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

11 (1) 3 ~~4~~ consecutive school terms of service in which
12 the teacher holds a Professional Educator License and
13 receives overall annual evaluation ratings of at least
14 "Proficient" in ~~the last school term and at least~~
15 ~~"Proficient" in either~~ the second and ~~or~~ third school
16 terms ~~term~~;

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

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

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

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

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

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

24 (e) For the purposes of determining contractual continued
25 service, a school term shall be counted only toward attainment
26 of contractual continued service if the teacher actually

1 teaches or is otherwise present and participating in the
2 district's or program's educational program for 120 days or
3 more, provided that the days of leave under the federal Family
4 Medical Leave Act that the teacher is required to take until
5 the end of the school term shall be considered days of teaching
6 or participation in the district's or program's educational
7 program. A school term that is not counted toward attainment
8 of contractual continued service shall not be considered a
9 break in service for purposes of determining whether a teacher
10 has been employed for 3 ~~4~~ consecutive school terms, provided
11 that the teacher actually teaches or is otherwise present and
12 participating in the district's or program's educational
13 program in the following school term.

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

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

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

1 the time the teacher was actually employed by the board from
2 whose control the position was transferred.

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

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

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

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

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

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

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

1 participating districts, regardless of the participation of
2 other districts in the program.

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

13 (Source: P.A. 101-643, eff. 6-18-20; 102-552, eff. 1-1-22;
14 102-854, eff. 5-13-22.)

15 (105 ILCS 5/24-12) (from Ch. 122, par. 24-12)

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

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

1 certified mail, return receipt requested or personal delivery
2 with receipt at least 60 days before the end of the school
3 term, together with a statement of honorable dismissal and the
4 reason therefor, and in all such cases the board shall first
5 remove or dismiss all teachers who have not entered upon
6 contractual continued service before removing or dismissing
7 any teacher who has entered upon contractual continued service
8 and who is legally qualified to hold a position currently held
9 by a teacher who has not entered upon contractual continued
10 service.

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

26 If the board has any vacancies for the following school

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

1 whichever is more, then the board also shall hold a public
2 hearing on the question of the dismissals. Following the
3 hearing and board review, the action to approve any such
4 reduction shall require a majority vote of the board members.

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

26 Each teacher must be categorized into one or more

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

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

1 employed on a full-time basis and actually taught or was
2 otherwise present and participated in the district's
3 educational program for 120 days or more is not considered
4 employed on a part-time basis.

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

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

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

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

25 Within grouping one, the sequence of dismissal must be at
26 the discretion of the school district or joint agreement.

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

20 Each board, including the governing board of a joint
21 agreement, shall, in consultation with any exclusive employee
22 representatives, each year establish a sequence of honorable
23 dismissal list categorized by positions and the groupings
24 defined in this subsection (b). Copies of the list showing
25 each teacher by name and categorized by positions and the
26 groupings defined in this subsection (b) must be distributed

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

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

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

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

1 On and after July 1, 2014 (the effective date of Public Act
2 98-648), the preceding sentence shall apply to teachers
3 removed or dismissed by honorable dismissal, even if notice of
4 honorable dismissal occurred during the 2013-2014 school year.
5 Among teachers eligible for recall pursuant to the preceding
6 sentence, the order of recall must be in inverse order of
7 dismissal, unless an alternative order of recall is
8 established in a collective bargaining agreement or contract
9 between the board and a professional faculty members'
10 organization. Whenever the number of honorable dismissal
11 notices based upon economic necessity exceeds 5 notices or
12 150% of the average number of teachers honorably dismissed in
13 the preceding 3 years, whichever is more, then the school
14 board or governing board of a joint agreement, as applicable,
15 shall also hold a public hearing on the question of the
16 dismissals. Following the hearing and board review, the action
17 to approve any such reduction shall require a majority vote of
18 the board members.

19 For purposes of this subsection (b), subject to agreement
20 on an alternative definition reached by the joint committee
21 described in subsection (c) of this Section, a teacher's
22 performance evaluation rating means the overall performance
23 evaluation rating resulting from an annual or biennial
24 performance evaluation conducted pursuant to Article 24A of
25 this Code by the school district or joint agreement
26 determining the sequence of dismissal, not including any

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

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

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

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

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

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

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

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

1 a Needs Improvement or Unsatisfactory performance
2 evaluation rating on either of the teacher's last 2
3 performance evaluation ratings.

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

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

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

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

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

1 December 1.

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

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

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

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

1 requested, or personal delivery with receipt within 5 days
2 of the adoption of the motion. Any written notice sent on
3 or after July 1, 2012 shall inform the teacher of the right
4 to request a hearing before a mutually selected hearing
5 officer, with the cost of the hearing officer split
6 equally between the teacher and the board, or a hearing
7 before a board-selected hearing officer, with the cost of
8 the hearing officer paid by the board.

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

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

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

1 shall forward a copy of the notice to the State Board of
2 Education.

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

21 If notice to the teacher was sent before July 1, 2012
22 or, if the notice was sent on or after July 1, 2012, the
23 teacher has requested a hearing before a mutually selected
24 hearing officer, the board and the teacher or their legal
25 representatives within 3 business days shall alternately
26 strike one name from the list provided by the State Board

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

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

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

1 and conclude the hearing within 120 days after being
2 selected as the hearing officer, and (C) must issue a
3 decision as to whether the teacher must be dismissed and
4 give a copy of that decision to both the teacher and the
5 board within 30 days from the conclusion of the hearing or
6 closure of the record, whichever is later.

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

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

1 the timeframes are mutually waived in writing by both
2 parties, and all timelines set forth in this Section in
3 cases concerning corporal punishment, physical abuse,
4 grooming, or sexual misconduct shall be reset to begin the
5 day after the effective date of this amendatory Act of the
6 102nd General Assembly. Any teacher charged with engaging
7 in acts of corporal punishment, physical abuse, grooming,
8 or sexual misconduct on or after the effective date of
9 this amendatory Act of the 102nd General Assembly may not
10 pause pre-hearing procedures or a hearing.

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

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

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

1 after the board and the teacher or their legal
2 representatives receive the hearing officer's decision set
3 forth in paragraph (7) of this subsection (d).

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

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

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

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

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

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

25 (7) The hearing officer shall, within 30 days from the
26 conclusion of the hearing or closure of the record,

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

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

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

1 written order shall incorporate the hearing officer's
2 findings of fact, except that the school board may modify
3 or supplement the findings of fact if, in its opinion, the
4 findings of fact are against the manifest weight of the
5 evidence.

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

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

1 parties fail to reach resolution within 7 days, the
2 dispute shall be referred to the hearing officer, who
3 shall consider the school board's written order and
4 teacher's written objection and determine the amount to
5 which the school board is liable. The costs of the hearing
6 officer's review and determination must be paid by the
7 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 Code. 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
23 dismissal pursuant to Article 24A of this Code or of the
24 school board for dismissal for cause is adjudicated upon
25 review or appeal in favor of the teacher, then the trial
26 court shall order reinstatement and shall remand the

1 matter to the school board with direction for entry of an
2 order setting the amount of back pay, lost benefits, and
3 costs, less mitigation. The teacher may challenge the
4 school board's order setting the amount of back pay, lost
5 benefits, and costs, less mitigation, through an expedited
6 arbitration procedure, with the costs of the arbitrator
7 borne by the 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
11 one which that teacher held prior to that teacher's
12 suspension 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
16 to dismissals instituted on or after September 1, 2011.
17 Any dismissal instituted prior to September 1, 2011 must
18 be carried out in accordance with the requirements of this
19 Section prior to amendment by Public Act 97-8.

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

25 (Source: P.A. 101-81, eff. 7-12-19; 101-531, eff. 8-23-19;
26 101-643, eff. 6-18-20; 102-708, eff. 4-22-22.)

1 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

2 Sec. 34-84. Appointments and promotions of teachers.
3 Appointments and promotions of teachers shall be made for
4 merit only, and after satisfactory service for a probationary
5 period of 3 years with respect to probationary employees
6 employed as full-time teachers in the public school system of
7 the district before January 1, 1998 or on or after January 1,
8 2024 and 4 years with respect to probationary employees who
9 are first employed as full-time teachers in the public school
10 system of the district on or after January 1, 1998 but before
11 January 1, 2024, during which period the board may dismiss or
12 discharge any such probationary employee upon the
13 recommendation, accompanied by the written reasons therefor,
14 of the general superintendent of schools and after which
15 period appointments of teachers shall become permanent,
16 subject to removal for cause in the manner provided by Section
17 34-85.

18 For a probationary-appointed teacher in full-time service
19 who is appointed on or after July 1, 2013 and who receives
20 ratings of "excellent" during his or her first 3 school terms
21 of full-time service, the probationary period shall be 3
22 school terms of full-time service. For a
23 probationary-appointed teacher in full-time service who is
24 appointed on or after July 1, 2013 and who had previously
25 entered into contractual continued service in another school

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

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

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

1 members of the teaching force excluding the general
2 superintendent and principals.

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

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

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

19 Section 99. Effective date. This Act takes effect July 1,
20 2023."