

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 Section  
5 24-12 as follows:

6 (105 ILCS 5/24-12)

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

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

1 and who is legally qualified to hold a position currently held  
2 by a teacher who has not entered upon contractual continued  
3 service.

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

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

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

24 (b) 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, together  
8 with a statement of honorable dismissal and the reason  
9 therefor, and in all such cases the sequence of dismissal  
10 shall occur in accordance with this subsection (b); except  
11 that this subsection (b) shall not impair the operation of any  
12 affirmative action program in the school district, regardless  
13 of whether it exists by operation of law or is conducted on a  
14 voluntary basis by the board.

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

26 (1) Grouping one shall consist of each teacher who is

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

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

24 (3) Grouping 3 shall consist of each teacher with a  
25 performance evaluation rating of at least Satisfactory or  
26 Proficient on both of the teacher's last 2 performance

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

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

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

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

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

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

1 sequence of dismissal is established as provided for in this  
2 Section, in which case a list must be made in accordance with  
3 the alternative method. Copies of the list must be distributed  
4 to the exclusive employee representative at least 75 days  
5 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. The written warning  
6 must specify the nature of the alleged misconduct that  
7 needs to be remedied. Nothing in this Section precludes a  
8 board from asserting that the specific conduct alleged in  
9 the original warning is part of an alleged pattern of  
10 behavior, but any subsequent action must be reasonably  
11 related to the specific conduct alleged in the original  
12 warning. The teacher may request and shall be granted an  
13 opportunity to respond to the findings in the written  
14 warning, either in person or in writing before the board,  
15 prior to the board's formal vote to approve the warning.  
16 If the teacher is in disagreement with the final action of  
17 the board, the teacher may take the written warning to  
18 binding arbitration. To do so, the exclusive bargaining  
19 representative, if any, or the teacher, if no  
20 representative exists, shall, within 10 days after receipt  
21 of the board's decision, file for arbitration in  
22 accordance with the procedures set forth in the collective  
23 bargaining agreement between the board and the exclusive  
24 bargaining representative, if any. If no arbitration  
25 procedures exist in the collective bargaining agreement,  
26 the parties shall file for arbitration with the Federal

1 Mediation and Conciliation Service or the American  
2 Arbitration Association. Within 10 days after the receipt  
3 of the list of arbitrators from the Federal Mediation and  
4 Conciliation Service or the American Arbitration  
5 Association, the parties shall meet to alternately strike  
6 names from the list until one name remains. The rules of  
7 the Federal Mediation and Conciliation Service or the  
8 American Arbitration Association shall govern the  
9 proceedings. The arbitrator shall have the power to render  
10 a decision on the written warning, which shall be final  
11 and binding on both parties. Each party shall pay one-half  
12 of the cost of the arbitration proceedings. Each party is  
13 entitled to representation of the party's choosing at all  
14 stages in this process.

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

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

1 Education.

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

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

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

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

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

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

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

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

1 parties, and all timelines set forth in this Section in  
2 cases concerning corporal punishment, physical abuse,  
3 grooming, or sexual misconduct shall be reset to begin the  
4 day after April 22, 2022 (the effective date of Public Act  
5 102-708). Any teacher charged with engaging in acts of  
6 corporal punishment, physical abuse, grooming, or sexual  
7 misconduct on or after April 22, 2022 (the effective date  
8 of Public Act 102-708) may not pause pre-hearing  
9 procedures or a hearing.

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

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

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

1           representatives receive the hearing officer's decision set  
2           forth in paragraph (7) of this subsection (d).

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

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

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

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

1 must be submitted by the parties by no later than 21 days  
2 after a party's receipt of the transcript of the hearing,  
3 unless extended by the hearing officer for good cause or  
4 by mutual agreement of the parties.

5 (6.5) In the case of charges involving any witness who  
6 is or was at the time of the alleged conduct a student or a  
7 person under the age of 18, the hearing officer shall make  
8 accommodations to protect a witness from being  
9 intimidated, traumatized, or re-traumatized. No alleged  
10 victim or other witness who is or was at the time of the  
11 alleged conduct a student or under the age of 18 may be  
12 compelled to testify in the physical or visual presence of  
13 a teacher or other witness. If such a witness invokes this  
14 right, then the hearing officer must provide an  
15 accommodation consistent with the invoked right and use a  
16 procedure by which each party may hear such witness's  
17 testimony. Accommodations may include, but are not limited  
18 to: (i) testimony made via a telecommunication device in a  
19 location other than the hearing room and outside the  
20 physical or visual presence of the teacher and other  
21 hearing participants, but accessible to the teacher via a  
22 telecommunication device, (ii) testimony made in the  
23 hearing room but outside the physical presence of the  
24 teacher and accessible to the teacher via a  
25 telecommunication device, (iii) non-public testimony, (iv)  
26 testimony made via videoconference with the cameras and

1 microphones of the teacher turned off, or (v) pre-recorded  
2 testimony, including, but not limited to, a recording of a  
3 forensic interview conducted at an accredited Children's  
4 Advocacy Center. With all accommodations, the hearing  
5 officer shall give such testimony the same consideration  
6 as if the witness testified without the accommodation. The  
7 teacher may not directly, or through a representative,  
8 question a witness called by the school board who is or was  
9 a student or under 18 years of age at the time of the  
10 alleged conduct. The hearing officer must permit the  
11 teacher to submit all relevant questions and follow-up  
12 questions for such a witness to have the questions posed  
13 by the hearing officer. All questions must exclude  
14 evidence of the witness' sexual behavior or  
15 predisposition, unless the evidence is offered to prove  
16 that someone other than the teacher subject to the  
17 dismissal hearing engaged in the charge at issue.

18 (7) The hearing officer shall, within 30 days from the  
19 conclusion of the hearing or closure of the record,  
20 whichever is later, make a decision as to whether or not  
21 the teacher shall be dismissed pursuant to Article 24A of  
22 this Code or report to the school board findings of fact  
23 and a recommendation as to whether or not the teacher  
24 shall be dismissed for cause and shall give a copy of the  
25 decision or findings of fact and recommendation to both  
26 the teacher and the school board. If a hearing officer

1 fails without good cause, specifically provided in writing  
2 to both parties and the State Board of Education, to  
3 render a decision or findings of fact and recommendation  
4 within 30 days after the hearing is concluded or the  
5 record is closed, whichever is later, the parties may  
6 mutually agree to select a hearing officer pursuant to the  
7 alternative procedure, as provided in this Section, to  
8 rehear the charges heard by the hearing officer who failed  
9 to render a decision or findings of fact and  
10 recommendation or to review the record and render a  
11 decision. If any hearing officer fails without good cause,  
12 specifically provided in writing to both parties and the  
13 State Board of Education, to render a decision or findings  
14 of fact and recommendation within 30 days after the  
15 hearing is concluded or the record is closed, whichever is  
16 later, or if any hearing officer fails to make an  
17 accommodation as described in paragraph (6.5), the hearing  
18 officer shall be removed from the master list of hearing  
19 officers maintained by the State Board of Education for  
20 not more than 24 months. The parties and the State Board of  
21 Education may also take such other actions as it deems  
22 appropriate, including recovering, reducing, or  
23 withholding any fees paid or to be paid to the hearing  
24 officer. If any hearing officer repeats such failure, he  
25 or she must be permanently removed from the master list  
26 maintained by the State Board of Education and may not be

1 selected by parties through the alternative selection  
2 process under this paragraph (7) or paragraph (4) of this  
3 subsection (d). The board shall not lose jurisdiction to  
4 discharge a teacher if the hearing officer fails to render  
5 a decision or findings of fact and recommendation within  
6 the time specified in this Section. If the decision of the  
7 hearing officer for dismissal pursuant to Article 24A of  
8 this Code or of the school board for dismissal for cause is  
9 in favor of the teacher, then the hearing officer or  
10 school board shall order reinstatement to the same or  
11 substantially equivalent position and shall determine the  
12 amount for which the school board is liable, including,  
13 but not limited to, loss of income and benefits.

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

26 If the school board dismisses the teacher

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

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

1 board.

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

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

1 borne by the school board.

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

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

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

19 (Source: P.A. 102-708, eff. 4-22-22; 103-354, eff. 1-1-24;  
20 103-398, eff. 1-1-24; 103-500, eff. 8-4-23; 103-605, eff.  
21 7-1-24.)

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