



Sen. Meg Loughran Cappel

**Filed: 4/6/2026**

10400SB2914sam001

LRB104 17707 LNS 36120 a

1 AMENDMENT TO SENATE BILL 2914

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 2914 by replacing  
3 everything after the enacting clause with the following:

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

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

22           Each teacher must be categorized into one or more  
23      positions for which the teacher is qualified to hold, based  
24      upon legal qualifications and any other qualifications  
25      established in a district or joint agreement job description,  
26      on or before the May 10 prior to the school year during which

1 the sequence of dismissal is determined. Within each position  
2 and subject to agreements made by the joint committee on  
3 honorable dismissals that are authorized by subsection (c) of  
4 this Section, the school district or joint agreement must  
5 establish 4 groupings of teachers qualified to hold the  
6 position as follows:

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

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

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

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

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

21           Within grouping one, the sequence of dismissal must be at  
22 the discretion of the school district or joint agreement.  
23 Within grouping 2, the sequence of dismissal must be based  
24 upon average performance evaluation ratings, with the teacher  
25 or teachers with the lowest average performance evaluation  
26 rating dismissed first. A teacher's average performance

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

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

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

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

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

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

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

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

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

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

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

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

24 Any provisions regarding the sequence of honorable  
25 dismissals and recall of honorably dismissed teachers in a  
26 collective bargaining agreement entered into on or before

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

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

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

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

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

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

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

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

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

25 The joint committee must reach agreement on a matter on or  
26 before February 1 of a school year in order for the agreement

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

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

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

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

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

6 Before setting a hearing on charges stemming from  
7 causes that are considered remediable, a board must give  
8 the teacher reasonable warning, in writing, stating  
9 specifically the causes that, if not removed, may result  
10 in charges; however, no such written warning is required  
11 if the causes have been the subject of a remediation plan  
12 pursuant to Article 24A of this Code. The written warning  
13 must specify the nature of the alleged misconduct that  
14 needs to be remedied. Nothing in this Section precludes a  
15 board from asserting that the specific conduct alleged in  
16 the original warning is part of an alleged pattern of  
17 behavior, but any subsequent action must be reasonably  
18 related to the specific conduct alleged in the original  
19 warning. The teacher may request and shall be granted an  
20 opportunity to respond to the findings in the written  
21 warning, either in person or in writing before the board,  
22 prior to the board's formal vote to approve the warning.  
23 If the teacher is in disagreement with the final action of  
24 the board, the teacher may take the written warning to  
25 binding arbitration. To do so, the exclusive bargaining  
26 representative, if any, or the teacher, if no

1 representative exists, shall, within 10 days after receipt  
2 of the board's decision, file for arbitration in  
3 accordance with the procedures set forth in the collective  
4 bargaining agreement between the board and the exclusive  
5 bargaining representative, if any. If no arbitration  
6 procedures exist in the collective bargaining agreement,  
7 the parties shall file for arbitration with the Federal  
8 Mediation and Conciliation Service or the American  
9 Arbitration Association. Within 10 days after the receipt  
10 of the list of arbitrators from the Federal Mediation and  
11 Conciliation Service or the American Arbitration  
12 Association, the parties shall meet to alternately strike  
13 names from the list until one name remains. The rules of  
14 the Federal Mediation and Conciliation Service or the  
15 American Arbitration Association shall govern the  
16 proceedings. The arbitrator shall have the power to render  
17 a decision on the written warning, which shall be final  
18 and binding on both parties. Each party shall pay one-half  
19 of the cost of the arbitration proceedings. Each party is  
20 entitled to representation of the party's choosing at all  
21 stages in this process.

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

1 the suspension.

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

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

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

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

1 selection.

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

13 Any hearing convened during a public health emergency  
14 pursuant to Section 7 of the Illinois Emergency Management  
15 Agency Act may be convened remotely. Any hearing officer  
16 for a hearing convened during a public health emergency  
17 pursuant to Section 7 of the Illinois Emergency Management  
18 Agency Act may voluntarily withdraw from the hearing and  
19 another hearing officer shall be selected or appointed  
20 pursuant to this Section.

21 In this paragraph, "pre-hearing procedures" refers to  
22 the pre-hearing procedures under Section 51.55 of Title 23  
23 of the Illinois Administrative Code and "hearing" refers  
24 to the hearing under Section 51.60 of Title 23 of the  
25 Illinois Administrative Code. Any teacher who has been  
26 charged with engaging in acts of corporal punishment,

1 physical abuse, grooming, or sexual misconduct and who  
2 previously paused pre-hearing procedures or a hearing  
3 pursuant to Public Act 101-643 must proceed with selection  
4 of a hearing officer or hearing date, or both, within the  
5 timeframes established by this paragraph (3) and  
6 paragraphs (4) through (6) of this subsection (d), unless  
7 the timeframes are mutually waived in writing by both  
8 parties, and all timelines set forth in this Section in  
9 cases concerning corporal punishment, physical abuse,  
10 grooming, or sexual misconduct shall be reset to begin the  
11 day after April 22, 2022 (the effective date of Public Act  
12 102-708). Any teacher charged with engaging in acts of  
13 corporal punishment, physical abuse, grooming, or sexual  
14 misconduct on or after April 22, 2022 (the effective date  
15 of Public Act 102-708) may not pause pre-hearing  
16 procedures or a hearing.

17 (4) In the alternative to selecting a hearing officer  
18 from the list received from the State Board of Education  
19 or accepting the appointment of a hearing officer by the  
20 State Board of Education or if the State Board of  
21 Education cannot provide a list or appoint a hearing  
22 officer that meets the foregoing requirements, the board  
23 and the teacher or their legal representatives may  
24 mutually agree to select an impartial hearing officer who  
25 is not on the master list either by direct appointment by  
26 the parties or by using procedures for the appointment of

1 an arbitrator established by the Federal Mediation and  
2 Conciliation Service or the American Arbitration  
3 Association. The parties shall notify the State Board of  
4 Education of their intent to select a hearing officer  
5 using an alternative procedure within 3 business days of  
6 receipt of a list of prospective hearing officers provided  
7 by the State Board of Education, notice of appointment of  
8 a hearing officer by the State Board of Education, or  
9 receipt of notice from the State Board of Education that  
10 it cannot provide a list that meets the foregoing  
11 requirements, whichever is later.

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

1 the board and the teacher or their legal representatives  
2 shall each pay 50% of the fees and costs and any  
3 supplemental allowance to which they agree. If the hearing  
4 officer is selected by the board, then the board shall pay  
5 100% of the hearing officer's fees and costs. The fees and  
6 costs must be paid to the hearing officer within 14 days  
7 after the board and the teacher or their legal  
8 representatives receive the hearing officer's decision set  
9 forth in paragraph (7) of this subsection (d).

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

1 of the hearing, the names and addresses of persons who may  
2 be called as witnesses at the hearing, a summary of the  
3 facts or opinions each witness will testify to, and all  
4 other documents and materials, including information  
5 maintained electronically, relevant to its own as well as  
6 the other party's case (the hearing officer may exclude  
7 witnesses and exhibits not identified and shared, except  
8 those offered in rebuttal for which the party could not  
9 reasonably have anticipated prior to the hearing);  
10 pre-hearing discovery and preparation, including provision  
11 for written interrogatories and requests for production of  
12 documents, provided that discovery depositions are  
13 prohibited; the conduct of the hearing; the right of each  
14 party to be represented by counsel, the offer of evidence  
15 and witnesses and the cross-examination of witnesses; the  
16 authority of the hearing officer to issue subpoenas and  
17 subpoenas duces tecum, provided that the hearing officer  
18 may limit the number of witnesses to be subpoenaed on  
19 behalf of each party to no more than 7; the length of  
20 post-hearing briefs; and the form, length, and content of  
21 hearing officers' decisions. The hearing officer shall  
22 hold a hearing and render a final decision for dismissal  
23 pursuant to Article 24A of this Code or shall report to the  
24 school board findings of fact and a recommendation as to  
25 whether or not the teacher must be dismissed for conduct.  
26 The hearing officer shall commence the hearing within 75

1 days and conclude the hearing within 120 days after being  
2 selected as the hearing officer, provided that the hearing  
3 officer may modify these timelines upon the showing of  
4 good cause or mutual agreement of the parties. Good cause  
5 for the purpose of this subsection (d) shall mean the  
6 illness or otherwise unavoidable emergency of the teacher,  
7 district representative, their legal representatives, the  
8 hearing officer, or an essential witness as indicated in  
9 each party's pre-hearing submission. In a dismissal  
10 hearing pursuant to Article 24A of this Code in which a  
11 witness is a student or is under the age of 18, the hearing  
12 officer must make accommodations for the witness, as  
13 provided under paragraph (6.5) of this subsection. The  
14 hearing officer shall consider and give weight to all of  
15 the teacher's evaluations written pursuant to Article 24A  
16 that are relevant to the issues in the hearing.

17 Each party shall have no more than 3 days to present  
18 its case, unless extended by the hearing officer to enable  
19 a party to present adequate evidence and testimony,  
20 including due to the other party's cross-examination of  
21 the party's witnesses, for good cause or by mutual  
22 agreement of the parties. The State Board of Education  
23 shall define in rules the meaning of "day" for such  
24 purposes. All testimony at the hearing shall be taken  
25 under oath administered by the hearing officer. The  
26 hearing officer shall cause a record of the proceedings to

1 be kept and shall employ a competent reporter to take  
2 stenographic or stenotype notes of all the testimony. The  
3 costs of the reporter's attendance and services at the  
4 hearing shall be paid by the party or parties who are  
5 responsible for paying the fees and costs of the hearing  
6 officer. Either party desiring a transcript of the hearing  
7 shall pay for the cost thereof. Any post-hearing briefs  
8 must be submitted by the parties by no later than 21 days  
9 after a party's receipt of the transcript of the hearing,  
10 unless extended by the hearing officer for good cause or  
11 by mutual agreement of the parties.

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

1 physical or visual presence of the teacher and other  
2 hearing participants, but accessible to the teacher via a  
3 telecommunication device, (ii) testimony made in the  
4 hearing room but outside the physical presence of the  
5 teacher and accessible to the teacher via a  
6 telecommunication device, (iii) non-public testimony, (iv)  
7 testimony made via videoconference with the cameras and  
8 microphones of the teacher turned off, or (v) pre-recorded  
9 testimony, including, but not limited to, a recording of a  
10 forensic interview conducted at an accredited Children's  
11 Advocacy Center. With all accommodations, the hearing  
12 officer shall give such testimony the same consideration  
13 as if the witness testified without the accommodation. The  
14 teacher may not directly, or through a representative,  
15 question a witness called by the school board who is or was  
16 a student or under 18 years of age at the time of the  
17 alleged conduct. The hearing officer must permit the  
18 teacher to submit all relevant questions and follow-up  
19 questions for such a witness to have the questions posed  
20 by the hearing officer. All questions must exclude  
21 evidence of the witness' sexual behavior or  
22 predisposition, unless the evidence is offered to prove  
23 that someone other than the teacher subject to the  
24 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, or if any hearing officer fails to make an  
24          accommodation as described in paragraph (6.5), the hearing  
25          officer shall be removed from the master list of hearing  
26          officers maintained by the State Board of Education for

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

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

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

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

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

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

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

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

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

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

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

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

26 (Source: P.A. 102-708, eff. 4-22-22; 103-354, eff. 1-1-24;

1 103-398, eff. 1-1-24; 103-500, eff. 8-4-23; 103-605, eff.  
2 7-1-24.)

3 Section 99. Effective date. This Act takes effect upon  
4 becoming law.".