

SB3330



104TH GENERAL ASSEMBLY

State of Illinois

2025 and 2026

SB3330

Introduced 2/3/2026, by Sen. Celina Villanueva

SYNOPSIS AS INTRODUCED:

105 ILCS 5/24-12

Amends the Employment of Teachers Article of the School Code with respect to the removal or dismissal of teachers in contractual continued service. In provisions specifying that if a decision of a hearing officer for dismissal or of a school board for dismissal for cause is adjudicated upon review or appeal in favor of a teacher, then the trial court shall order reinstatement and shall remand the matter to the school board with direction for entry of an order setting the amount of back pay, lost benefits, and costs, less mitigation, provides that, post reinstatement, the mutually selected hearing officer shall maintain jurisdiction over the back pay so that the teacher may challenge and the hearing officer may potentially amend the school board's order setting the amount of back pay, lost benefits, interest, and costs, including, but not limited to, attorney's fees, less mitigation, through an expedited arbitration procedure, with the costs of the arbitrator borne by the school board (rather than providing that the teacher may challenge the school board's order setting the amount of back pay, lost benefits, and costs, less mitigation, through an expedited arbitration procedure, with the costs of the arbitrator borne by the school board).

LRB104 18726 LNS 32169 b

A BILL FOR

1 AN ACT concerning education.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

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

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

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

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

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

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

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

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

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

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

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

5 In this paragraph, "pre-hearing procedures" refers to
6 the pre-hearing procedures under Section 51.55 of Title 23
7 of the Illinois Administrative Code and "hearing" refers
8 to the hearing under Section 51.60 of Title 23 of the
9 Illinois Administrative Code. Any teacher who has been
10 charged with engaging in acts of corporal punishment,
11 physical abuse, grooming, or sexual misconduct and who
12 previously paused pre-hearing procedures or a hearing
13 pursuant to Public Act 101-643 must proceed with selection
14 of a hearing officer or hearing date, or both, within the
15 timeframes established by this paragraph (3) and
16 paragraphs (4) through (6) of this subsection (d), unless
17 the timeframes are mutually waived in writing by both
18 parties, and all timelines set forth in this Section in
19 cases concerning corporal punishment, physical abuse,
20 grooming, or sexual misconduct shall be reset to begin the
21 day after April 22, 2022 (the effective date of Public Act
22 102-708). Any teacher charged with engaging in acts of
23 corporal punishment, physical abuse, grooming, or sexual
24 misconduct on or after April 22, 2022 (the effective date
25 of Public Act 102-708) may not pause pre-hearing
26 procedures or a hearing.

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

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

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

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

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

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

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

22 (6.5) In the case of charges involving any witness who
23 is or was at the time of the alleged conduct a student or a
24 person under the age of 18, the hearing officer shall make
25 accommodations to protect a witness from being
26 intimidated, traumatized, or re-traumatized. No alleged

1 victim or other witness who is or was at the time of the
2 alleged conduct a student or under the age of 18 may be
3 compelled to testify in the physical or visual presence of
4 a teacher or other witness. If such a witness invokes this
5 right, then the hearing officer must provide an
6 accommodation consistent with the invoked right and use a
7 procedure by which each party may hear such witness's
8 testimony. Accommodations may include, but are not limited
9 to: (i) testimony made via a telecommunication device in a
10 location other than the hearing room and outside the
11 physical or visual presence of the teacher and other
12 hearing participants, but accessible to the teacher via a
13 telecommunication device, (ii) testimony made in the
14 hearing room but outside the physical presence of the
15 teacher and accessible to the teacher via a
16 telecommunication device, (iii) non-public testimony, (iv)
17 testimony made via videoconference with the cameras and
18 microphones of the teacher turned off, or (v) pre-recorded
19 testimony, including, but not limited to, a recording of a
20 forensic interview conducted at an accredited Children's
21 Advocacy Center. With all accommodations, the hearing
22 officer shall give such testimony the same consideration
23 as if the witness testified without the accommodation. The
24 teacher may not directly, or through a representative,
25 question a witness called by the school board who is or was
26 a student or under 18 years of age at the time of the

1 alleged conduct. The hearing officer must permit the
2 teacher to submit all relevant questions and follow-up
3 questions for such a witness to have the questions posed
4 by the hearing officer. All questions must exclude
5 evidence of the witness' sexual behavior or
6 predisposition, unless the evidence is offered to prove
7 that someone other than the teacher subject to the
8 dismissal hearing engaged in the charge at issue.

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

1 recommendation or to review the record and render a
2 decision. If any hearing officer fails without good cause,
3 specifically provided in writing to both parties and the
4 State Board of Education, to render a decision or findings
5 of fact and recommendation within 30 days after the
6 hearing is concluded or the record is closed, whichever is
7 later, or if any hearing officer fails to make an
8 accommodation as described in paragraph (6.5), the hearing
9 officer shall be removed from the master list of hearing
10 officers maintained by the State Board of Education for
11 not more than 24 months. The parties and the State Board of
12 Education may also take such other actions as it deems
13 appropriate, including recovering, reducing, or
14 withholding any fees paid or to be paid to the hearing
15 officer. If any hearing officer repeats such failure, he
16 or she must be permanently removed from the master list
17 maintained by the State Board of Education and may not be
18 selected by parties through the alternative selection
19 process under this paragraph (7) or paragraph (4) of this
20 subsection (d). The board shall not lose jurisdiction to
21 discharge a teacher if the hearing officer fails to render
22 a decision or findings of fact and recommendation within
23 the time specified in this Section. If the decision of the
24 hearing officer for dismissal pursuant to Article 24A of
25 this Code or of the school board for dismissal for cause is
26 in favor of the teacher, then the hearing officer or

1 school board shall order reinstatement to the same or
2 substantially equivalent position and shall determine the
3 amount for which the school board is liable, including,
4 but not limited to, loss of income and benefits.

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

17 If the school board dismisses the teacher
18 notwithstanding the hearing officer's findings of fact and
19 recommendation, the school board shall make a conclusion
20 in its written order, giving its reasons therefor, and
21 such conclusion and reasons must be included in its
22 written order. The failure of the school board to strictly
23 adhere to the timelines contained in this Section shall
24 not render it without jurisdiction to dismiss the teacher.
25 The school board shall not lose jurisdiction to discharge
26 the teacher for cause if the hearing officer fails to

1 render a recommendation within the time specified in this
2 Section. The decision of the school board is final, unless
3 reviewed as provided in paragraph (9) of this subsection
4 (d).

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

19 (9) The decision of the hearing officer pursuant to
20 Article 24A of this Code or of the school board's decision
21 to dismiss for cause is final unless reviewed as provided
22 in Section 24-16 of this Code. If the school board's
23 decision to dismiss for cause is contrary to the hearing
24 officer's recommendation, the court on review shall give
25 consideration to the school board's decision and its
26 supplemental findings of fact, if applicable, and the

1 hearing officer's findings of fact and recommendation in
2 making its decision. In the event such review is
3 instituted, the school board shall be responsible for
4 preparing and filing the record of proceedings, and such
5 costs associated therewith must be divided equally between
6 the parties.

7 (10) If a decision of the hearing officer for
8 dismissal pursuant to Article 24A of this Code or of the
9 school board for dismissal for cause is adjudicated upon
10 review or appeal in favor of the teacher, then the trial
11 court shall order reinstatement and shall remand the
12 matter to the school board with direction for entry of an
13 order setting the amount of back pay, lost benefits, and
14 costs, less mitigation. Post reinstatement, the mutually
15 selected hearing officer shall maintain jurisdiction over
16 the back pay so that the ~~The~~ teacher may challenge and the
17 hearing officer may potentially amend the school board's
18 order setting the amount of back pay, lost benefits,
19 interest, and costs, including, but not limited to,
20 attorney's fees, less mitigation, through an expedited
21 arbitration procedure, with the costs of the arbitrator
22 borne by the school board.

23 Any teacher who is reinstated by any hearing or
24 adjudication brought under this Section shall be assigned
25 by the board to a position substantially similar to the
26 one which that teacher held prior to that teacher's

1 suspension or dismissal.

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

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

14 (Source: P.A. 102-708, eff. 4-22-22; 103-354, eff. 1-1-24;
15 103-398, eff. 1-1-24; 103-500, eff. 8-4-23; 103-605, eff.
16 7-1-24.)