

AN ACT concerning education.

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

Section 5. The School Code is amended by changing Sections 24-11, 24-12, and 34-84 as follows:

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

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

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

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

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

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

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

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

school districts that are members of the joint agreement.

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

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

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

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

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

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

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

(3) 2 consecutive school terms of service in which the teacher holds a Professional Educator License and receives 2 overall annual evaluations of "Excellent" service, but only if the teacher (i) previously attained contractual continued service in a different school district or program in this State, (ii) voluntarily departed or was honorably dismissed from that school district or program in the school term immediately prior to the teacher's first school term of service applicable to the attainment of contractual continued service under this subdivision (3), and (iii) received, in his or her 2 most recent overall annual or biennial evaluations from the prior school district or program, ratings of at least "Proficient", with both such ratings occurring after the school district's or program's PERA implementation date.

For a teacher to attain contractual continued service under this subdivision (3), the teacher shall provide official copies of his or her 2 most recent overall annual or biennial evaluations from the prior school district or program to the new school district or program within 60 days from the teacher's first day of service with the new school district or program. The prior school district or program must provide the teacher with official copies of his or her 2 most recent overall annual or biennial evaluations within 14 days after the teacher's request. If a teacher has requested such official copies prior to 45 days after the teacher's first day of service with the new school district or program and the teacher's prior school district or program fails to provide the teacher with the official copies required under this subdivision (3), then the time period for the teacher to submit the official copies to his or her new school district or program must be extended until 14 days after receipt of such copies from the prior school district or program. If the prior school district or program fails to provide the teacher with the official copies required under this subdivision (3) within 90 days from the teacher's first day of service with the new school district or program, then the new school district or program shall rely upon the teacher's own copies of his or her evaluations for purposes of this subdivision (3).

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

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

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

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

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

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

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

days from the teacher's first day of service with the new school district or program. The prior school district or program must provide the teacher with official copies of his or her 2 most recent overall annual or biennial evaluations within 14 days after the teacher's request. If a teacher has requested such official copies prior to 45 days after the teacher's first day of service with the new school district or program and the teacher's prior school district or program fails to provide the teacher with the official copies required under this subdivision (3), then the time period for the teacher to submit the official copies to his or her new school district or program must be extended until 14 days after receipt of such copies from the prior school district or program. If the prior school district or program fails to provide the teacher with the official copies required under this subdivision (3) within 90 days from the teacher's first day of service with the new school district or program, then the new school district or program shall rely upon the teacher's own copies of his or her evaluations for purposes of this subdivision (3).

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

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

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

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

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

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

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

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

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

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

(j) For any teacher employed after July 1, 1987 as a full-time teacher in a program of a special education joint agreement, whether the program is operated by the joint agreement or a member district on behalf of the joint agreement, in the event of a reduction in the number of programs or positions in the joint agreement in which the notice of dismissal is provided on or before the end of the 2010-2011 school term, the teacher in contractual continued service is eligible for employment in the joint agreement programs for which the teacher is legally qualified in order of greater length of continuing service in the joint agreement, unless an alternative method of determining the sequence of dismissal is established in a collective bargaining agreement. For any teacher employed after July 1, 1987 as a full-time teacher in a program of a special education joint agreement, whether the program is operated by the joint agreement or a member district on behalf of the joint agreement, in the event of a reduction in the number of programs or positions in the joint agreement in which the notice of dismissal is provided during the 2011-2012 school term or a subsequent school term, the teacher shall be included on the honorable dismissal lists of all joint

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

(k) For any teacher employed after July 1, 1987 as a full-time teacher in a program of a special education joint agreement, whether the program is operated by the joint agreement or a member district on behalf of the joint agreement, in the event of the dissolution of a joint agreement, in which the notice to teachers of the dissolution is provided during the 2010-2011 school term, the teacher in contractual continued service who is legally qualified shall be assigned to any comparable position in a member district currently held by a teacher who has not entered upon contractual continued service or held by a teacher who has entered upon contractual continued service with a shorter length of contractual continued service. Any teacher employed after July 1, 1987 as a full-time teacher in a program of a special education joint agreement, whether the program is operated by the joint agreement or a member district on behalf of the joint agreement, in the event of the dissolution of a joint agreement in which the notice to teachers of the dissolution is provided during the 2011-2012 school term or a subsequent school term, the teacher who is qualified shall be included on the order of honorable dismissal lists of each

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the board or joint agreement has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available must be tendered to the teachers so removed or dismissed who were in grouping 3 or 4 of the sequence of dismissal and are qualified to hold the positions, based upon legal qualifications and any other qualifications established in a district or joint agreement job description, on or before the May 10 prior to the date of the positions becoming available, provided that if the number of honorable dismissal notices based on economic necessity exceeds 15% of the number of full-time equivalent positions filled by certified employees (excluding principals and administrative personnel) during the preceding school year, then the recall period is for the following school term or within 2 calendar years from the beginning of the following school term. If the board or joint agreement has any vacancies within the period from the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(10) If a decision of the hearing officer for dismissal pursuant to Article 24A of this Code or of the school board for dismissal for cause is adjudicated upon review or appeal in favor of the 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. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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