

# HB2316



## 100TH GENERAL ASSEMBLY

State of Illinois

2017 and 2018

HB2316

by Rep. Jim Durkin

### SYNOPSIS AS INTRODUCED:

105 ILCS 5/24-11

from Ch. 122, par. 24-11

Amends the School Code. Makes a technical change in a Section concerning teacher tenure.

LRB100 04009 NHT 14014 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 24-11 as follows:

6 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

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

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

11 "Teacher" means any or all school district employees  
12 regularly required to be certified under laws relating to the  
13 certification of teachers.

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

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

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

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

1 school districts that are members of the joint agreement.

2 "PERA implementation date" means the implementation date  
3 of an evaluation system for teachers as specified by Section  
4 24A-2.5 of this Code for all schools within a school district  
5 or all programs of a special education joint agreement.

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

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

19 (d) For any teacher who is first employed as a full-time  
20 teacher in a school district or program on or after the PERA  
21 implementation date, the probationary period shall be one of  
22 the following periods, based upon the teacher's school terms of  
23 service and performance, before the teacher shall enter upon  
24 contractual continued service in the district or in all of the  
25 programs that the teacher is legally qualified to hold, unless  
26 the teacher is given written notice of dismissal by certified

1 mail, return receipt requested, by the employing board at least  
2 45 days before the end of any school term within such period:

3 (1) 4 consecutive school terms of service in which the  
4 teacher receives overall annual evaluation ratings of at  
5 least "Proficient" in the last school term and at least  
6 "Proficient" in either the second or third school term;

7 (2) 3 consecutive school terms of service in which the  
8 teacher receives 3 overall annual evaluations of  
9 "Excellent"; or

10 (3) 2 consecutive school terms of service in which the  
11 teacher receives 2 overall annual evaluations of  
12 "Excellent" service, but only if the teacher (i) previously  
13 attained contractual continued service in a different  
14 school district or program in this State, (ii) voluntarily  
15 departed or was honorably dismissed from that school  
16 district or program in the school term immediately prior to  
17 the teacher's first school term of service applicable to  
18 the attainment of contractual continued service under this  
19 subdivision (3), and (iii) received, in his or her 2 most  
20 recent overall annual or biennial evaluations from the  
21 prior school district or program, ratings of at least  
22 "Proficient", with both such ratings occurring after the  
23 school district's or program's PERA implementation date.  
24 For a teacher to attain contractual continued service under  
25 this subdivision (3), the teacher shall provide official  
26 copies of his or her 2 most recent overall annual or

1 biennial evaluations from the prior school district or  
2 program to the new school district or program within 60  
3 days from the teacher's first day of service with the new  
4 school district or program. The prior school district or  
5 program must provide the teacher with official copies of  
6 his or her 2 most recent overall annual or biennial  
7 evaluations within 14 days after the teacher's request. If  
8 a teacher has requested such official copies prior to 45  
9 days after the teacher's first day of service with the new  
10 school district or program and the teacher's prior school  
11 district or program fails to provide the teacher with the  
12 official copies required under this subdivision (3), then  
13 the time period for the teacher to submit the official  
14 copies to his or her new school district or program must be  
15 extended until 14 days after receipt of such copies from  
16 the prior school district or program. If the prior school  
17 district or program fails to provide the teacher with the  
18 official copies required under this subdivision (3) within  
19 90 days from the teacher's first day of service with the  
20 new school district or program, then the new school  
21 district or program shall rely upon the teacher's own  
22 copies of his or her evaluations for purposes of this  
23 subdivision (3).

24 If the teacher does not receive overall annual evaluations  
25 of "Excellent" in the school terms necessary for eligibility to  
26 achieve accelerated contractual continued service in

1 subdivisions (2) and (3) of this subsection (d), the teacher  
2 shall be eligible for contractual continued service pursuant to  
3 subdivision (1) of this subsection (d). If, at the conclusion  
4 of 4 consecutive school terms of service that count toward  
5 attainment of contractual continued service, the teacher's  
6 performance does not qualify the teacher for contractual  
7 continued service under subdivision (1) of this subsection (d),  
8 then the teacher shall not enter upon contractual continued  
9 service and shall be dismissed. If a performance evaluation is  
10 not conducted for any school term when such evaluation is  
11 required to be conducted under Section 24A-5 of this Code, then  
12 the teacher's performance evaluation rating for such school  
13 term for purposes of determining the attainment of contractual  
14 continued service shall be deemed "Proficient".

15 (e) For the purposes of determining contractual continued  
16 service, a school term shall be counted only toward attainment  
17 of contractual continued service if the teacher actually  
18 teaches or is otherwise present and participating in the  
19 district's or program's educational program for 120 days or  
20 more, provided that the days of leave under the federal Family  
21 Medical Leave Act that the teacher is required to take until  
22 the end of the school term shall be considered days of teaching  
23 or participation in the district's or program's educational  
24 program. A school term that is not counted toward attainment of  
25 contractual continued service shall not be considered a break  
26 in service for purposes of determining whether a teacher has

1 been employed for 4 consecutive school terms, provided that the  
2 teacher actually teaches or is otherwise present and  
3 participating in the district's or program's educational  
4 program in the following school term.

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

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

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

6 (h) If, by reason of any change in the boundaries of school  
7 districts or by reason of the creation of a new school  
8 district, the position held by any teacher having a contractual  
9 continued service status is transferred from one board to the  
10 control of a new or different board, then the contractual  
11 continued service status of the teacher is not thereby lost,  
12 and such new or different board is subject to this Code with  
13 respect to the teacher in the same manner as if the teacher  
14 were its employee and had been its employee during the time the  
15 teacher was actually employed by the board from whose control  
16 the position was transferred.

17 (i) The employment of any teacher in a program of a special  
18 education joint agreement established under Section 3-15.14,  
19 10-22.31 or 10-22.31a shall be governed by this and succeeding  
20 Sections of this Article. For purposes of attaining and  
21 maintaining contractual continued service and computing length  
22 of continuing service as referred to in this Section and  
23 Section 24-12, employment in a special educational joint  
24 program shall be deemed a continuation of all previous  
25 certificated employment of such teacher for such joint  
26 agreement whether the employer of the teacher was the joint



1 agreement, the regional superintendent, or one of the  
2 participating districts in the joint agreement.

3 (j) For any teacher employed after July 1, 1987 as a  
4 full-time teacher in a program of a special education joint  
5 agreement, whether the program is operated by the joint  
6 agreement or a member district on behalf of the joint  
7 agreement, in the event of a reduction in the number of  
8 programs or positions in the joint agreement in which the  
9 notice of dismissal is provided on or before the end of the  
10 2010-2011 school term, the teacher in contractual continued  
11 service is eligible for employment in the joint agreement  
12 programs for which the teacher is legally qualified in order of  
13 greater length of continuing service in the joint agreement,  
14 unless an alternative method of determining the sequence of  
15 dismissal is established in a collective bargaining agreement.  
16 For any teacher employed after July 1, 1987 as a full-time  
17 teacher in a program of a special education joint agreement,  
18 whether the program is operated by the joint agreement or a  
19 member district on behalf of the joint agreement, in the event  
20 of a reduction in the number of programs or positions in the  
21 joint agreement in which the notice of dismissal is provided  
22 during the 2011-2012 school term or a subsequent school term,  
23 the teacher shall be included on the honorable dismissal lists  
24 of all joint agreement programs for positions for which the  
25 teacher is qualified and is eligible for employment in such  
26 programs in accordance with subsections (b) and (c) of Section

1 24-12 of this Code and the applicable honorable dismissal  
2 policies of the joint agreement.

3 (k) For any teacher employed after July 1, 1987 as a  
4 full-time teacher in a program of a special education joint  
5 agreement, whether the program is operated by the joint  
6 agreement or a member district on behalf of the joint  
7 agreement, in the event of the dissolution of a joint  
8 agreement, in which the notice to teachers of the dissolution  
9 is provided during the 2010-2011 school term, the teacher in  
10 contractual continued service who is legally qualified shall be  
11 assigned to any comparable position in a member district  
12 currently held by a teacher who has not entered upon  
13 contractual continued service or held by a teacher who has  
14 entered upon contractual continued service with a shorter  
15 length of contractual continued service. Any teacher employed  
16 after July 1, 1987 as a full-time teacher in a program of a  
17 special education joint agreement, whether the program is  
18 operated by the joint agreement or a member district on behalf  
19 of the joint agreement, in the event of the dissolution of a  
20 joint agreement in which the notice to teachers of the  
21 dissolution is provided during the 2011-2012 school term or a  
22 subsequent school term, the teacher who is qualified shall be  
23 included on the order of honorable dismissal lists of each  
24 member district and shall be assigned to any comparable  
25 position in any such district in accordance with subsections  
26 (b) and (c) of Section 24-12 of this Code and the applicable

1 honorable dismissal policies of each member district.

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

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

16 (n) Any teacher employed as a full-time teacher in a  
17 special education program prior to September 23, 1987 in which  
18 2 or more school districts participate for a probationary  
19 period of 2 consecutive years shall enter upon contractual  
20 continued service in each of the participating districts,  
21 subject to this and the succeeding Sections of this Article,  
22 and, notwithstanding Section 24-1.5 of this Code, in the event  
23 of the termination of the program shall be eligible for any  
24 vacant position in any of such districts for which such teacher  
25 is qualified.

26 (Source: P.A. 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.)