

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 Sections
5 10-23.5 and 24-11 as follows:

6 (105 ILCS 5/10-23.5) (from Ch. 122, par. 10-23.5)

7 Sec. 10-23.5. Educational support personnel employees.

8 (a) To employ such educational support personnel employees
9 as it deems advisable and to define their employment duties;
10 provided that residency within any school district shall not
11 be considered in determining the employment or the
12 compensation of any such employee, or whether to retain,
13 promote, assign or transfer such employee. If an educational
14 support personnel employee is removed or dismissed or the
15 hours he or she works are reduced as a result of a decision of
16 the school board (i) to decrease the number of educational
17 support personnel employees employed by the board or (ii) to
18 discontinue some particular type of educational support
19 service, written notice shall be mailed to the employee and
20 also given to the employee either by certified mail, return
21 receipt requested, or personal delivery with receipt, at least
22 30 days before the employee is removed or dismissed or the
23 hours he or she works are reduced, together with a statement of

1 honorable dismissal and the reason therefor if applicable.
2 However, if a reduction in hours is due to an unforeseen
3 reduction in the student population, then the written notice
4 must be mailed and given to the employee at least 5 days before
5 the hours are reduced. The employee with the shorter length of
6 continuing service with the district, within the respective
7 category of position, shall be dismissed first unless an
8 alternative method of determining the sequence of dismissal is
9 established in a collective bargaining agreement or contract
10 between the board and any exclusive bargaining agent and
11 except that this provision shall not impair the operation of
12 any 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. If the board has any vacancies
15 for the following school term or within one calendar year from
16 the beginning of the following school term, the positions
17 thereby becoming available within a specific category of
18 position shall be tendered to the employees so removed or
19 dismissed from that category or any other category of
20 position, so far as they are qualified to hold such positions.
21 Each board shall, in consultation with any exclusive employee
22 representative or bargaining agent, each year establish a
23 list, categorized by positions, showing the length of
24 continuing service of each full time educational support
25 personnel employee 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 shall be made in accordance with
3 the alternative method. Copies of the list shall be
4 distributed to the exclusive employee representative or
5 bargaining agent on or before February 1 of each year.

6 If an educational support personnel employee is removed or
7 dismissed as a result of a decision of the board to decrease
8 the number of educational support personnel employed by the
9 board or to discontinue some particular type of educational
10 support service and he or she accepts the tender of a vacancy
11 within one calendar year from the beginning of the following
12 school term, then that employee shall maintain any rights
13 accrued during his or her previous service with the school
14 district.

15 Where an educational support personnel employee is
16 dismissed by the board as a result of a decrease in the number
17 of employees or the discontinuance of the employee's job, the
18 employee shall be paid all earned compensation on or before
19 the next regular pay date following his or her last day of
20 employment.

21 The provisions of this amendatory Act of 1986 relating to
22 residency within any school district shall not apply to cities
23 having a population exceeding 500,000 inhabitants.

24 (b) In the case of a new school district or districts
25 formed in accordance with Article 11E of this Code, a school
26 district or districts that annex all of the territory of one or

1 more entire other school districts in accordance with Article
2 7 of this Code, ~~or~~ a school district receiving students from a
3 deactivated school facility in accordance with Section
4 10-22.22b of this Code, or a special education cooperative
5 that dissolves or reorganizes in accordance with Section
6 10-22.31 of this Code, the employment of educational support
7 personnel in the new, annexing, or receiving school district
8 immediately following the reorganization shall be governed by
9 this subsection (b). Lists of the educational support
10 personnel employed in the individual districts or special
11 education cooperative for the school year immediately prior to
12 the effective date of the new district or districts,
13 annexation, ~~or~~ deactivation, dissolution, or reorganization
14 shall be combined for the districts forming the new district
15 or districts, for the annexed and annexing districts, ~~or~~ for
16 the deactivating and receiving districts, or for the
17 dissolving or reorganizing special education cooperative, as
18 the case may be. The combined list shall be categorized by
19 positions, showing the length of continuing service of each
20 full-time educational support personnel employee who is
21 qualified to hold any such position. If there are more
22 full-time educational support personnel employees on the
23 combined list than there are available positions in the new,
24 annexing, or receiving school district, then the employing
25 school board shall first remove or dismiss those educational
26 support personnel employees with the shorter length of

1 continuing service within the respective category of position,
2 following the procedures outlined in subsection (a) of this
3 Section. In the case of a special education cooperative that
4 dissolves or reorganizes, the districts that are parties to
5 the joint agreement shall follow the procedures outlined in
6 subsection (a) of this Section. The employment and position of
7 each educational support personnel employee on the combined
8 list not so removed or dismissed shall be transferred to the
9 new, annexing, or receiving school board, and the new,
10 annexing, or receiving school board is subject to this Code
11 with respect to any educational support personnel employee so
12 transferred as if the educational support personnel employee
13 had been the new, annexing, or receiving board's employee
14 during the time the educational support personnel employee was
15 actually employed by the school board of the district from
16 which the employment and position were transferred.

17 The changes made by Public Act 95-148 shall not apply to
18 the formation of a new district or districts in accordance
19 with Article 11E of this Code, the annexation of one or more
20 entire districts in accordance with Article 7 of this Code, or
21 the deactivation of a school facility in accordance with
22 Section 10-22.22b of this Code effective on or before July 1,
23 2007.

24 (Source: P.A. 101-46, eff. 7-12-19.)

25 (105 ILCS 5/24-11) (from Ch. 122, par. 24-11)

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

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

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

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

10 "School term" means that portion of the school year, July
11 1 to the following June 30, when school is in actual session.

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

14 "Program of a special education joint agreement" means
15 instructional, consultative, supervisory, administrative,
16 diagnostic, and related services that are managed by a special
17 educational joint agreement designed to service 2 or more
18 school districts that are members of the joint agreement.

19 "PERA implementation date" means the implementation date
20 of an evaluation system for teachers as specified by Section
21 24A-2.5 of this Code for all schools within a school district
22 or all programs of a special education joint agreement.

23 (b) This Section and Sections 24-12 through 24-16 of this
24 Article apply only to school districts having less than
25 500,000 inhabitants.

26 (c) Any teacher who is first employed as a full-time

1 teacher in a school district or program prior to the PERA
2 implementation date and who is employed in that district or
3 program for a probationary period of 4 consecutive school
4 terms shall enter upon contractual continued service in the
5 district or in all of the programs that the teacher is legally
6 qualified to hold, unless the teacher is given written notice
7 of dismissal by certified mail, return receipt requested, by
8 the employing board at least 45 days before the end of any
9 school term within such period.

10 (d) For any teacher who is first employed as a full-time
11 teacher in a school district or program on or after the PERA
12 implementation date, the probationary period shall be one of
13 the following periods, based upon the teacher's school terms
14 of service and performance, before the teacher shall enter
15 upon contractual continued service in the district or in all
16 of the programs that the teacher is legally qualified to hold,
17 unless the teacher is given written notice of dismissal by
18 certified mail, return receipt requested, by the employing
19 board at least 45 days before the end of any school term within
20 such period:

21 (1) 4 consecutive school terms of service in which the
22 teacher receives overall annual evaluation ratings of at
23 least "Proficient" in the last school term and at least
24 "Proficient" in either the second or third school term;

25 (2) 3 consecutive school terms of service in which the
26 teacher receives 3 overall annual evaluations of

1 "Excellent"; or

2 (3) 2 consecutive school terms of service in which the
3 teacher receives 2 overall annual evaluations of
4 "Excellent" service, but only if the teacher (i)
5 previously attained contractual continued service in a
6 different school district or program in this State, (ii)
7 voluntarily departed or was honorably dismissed from that
8 school district or program in the school term immediately
9 prior to the teacher's first school term of service
10 applicable to the attainment of contractual continued
11 service under this subdivision (3), and (iii) received, in
12 his or her 2 most recent overall annual or biennial
13 evaluations from the prior school district or program,
14 ratings of at least "Proficient", with both such ratings
15 occurring after the school district's or program's PERA
16 implementation date. For a teacher to attain contractual
17 continued service under this subdivision (3), the teacher
18 shall provide official copies of his or her 2 most recent
19 overall annual or biennial evaluations from the prior
20 school district or program to the new school district or
21 program within 60 days from the teacher's first day of
22 service with the new school district or program. The prior
23 school district or program must provide the teacher with
24 official copies of his or her 2 most recent overall annual
25 or biennial evaluations within 14 days after the teacher's
26 request. If a teacher has requested such official copies

1 prior to 45 days after the teacher's first day of service
2 with the new school district or program and the teacher's
3 prior school district or program fails to provide the
4 teacher with the official copies required under this
5 subdivision (3), then the time period for the teacher to
6 submit the official copies to his or her new school
7 district or program must be extended until 14 days after
8 receipt of such copies from the prior school district or
9 program. If the prior school district or program fails to
10 provide the teacher with the official copies required
11 under this subdivision (3) within 90 days from the
12 teacher's first day of service with the new school
13 district or program, then the new school district or
14 program shall rely upon the teacher's own copies of his or
15 her evaluations for purposes of this subdivision (3).

16 If the teacher does not receive overall annual evaluations
17 of "Excellent" in the school terms necessary for eligibility
18 to achieve accelerated contractual continued service in
19 subdivisions (2) and (3) of this subsection (d), the teacher
20 shall be eligible for contractual continued service pursuant
21 to subdivision (1) of this subsection (d). If, at the
22 conclusion of 4 consecutive school terms of service that count
23 toward attainment of contractual continued service, the
24 teacher's performance does not qualify the teacher for
25 contractual continued service under subdivision (1) of this
26 subsection (d), then the teacher shall not enter upon

1 contractual continued service and shall be dismissed. If a
2 performance evaluation is not conducted for any school term
3 when such evaluation is required to be conducted under Section
4 24A-5 of this Code, then the teacher's performance evaluation
5 rating for such school term for purposes of determining the
6 attainment of contractual continued service shall be deemed
7 "Proficient", except that, during any time in which the
8 Governor has declared a disaster due to a public health
9 emergency pursuant to Section 7 of the Illinois Emergency
10 Management Agency Act, this default to "Proficient" does not
11 apply to any teacher who has entered into contractual
12 continued service and who was deemed "Excellent" on his or her
13 most recent evaluation. During any time in which the Governor
14 has declared a disaster due to a public health emergency
15 pursuant to Section 7 of the Illinois Emergency Management
16 Agency Act and unless the school board and any exclusive
17 bargaining representative have completed the performance
18 rating for teachers or mutually agreed to an alternate
19 performance rating, any teacher who has entered into
20 contractual continued service, whose most recent evaluation
21 was deemed "Excellent", and whose performance evaluation is
22 not conducted when the evaluation is required to be conducted
23 shall receive a teacher's performance rating deemed
24 "Excellent". A school board and any exclusive bargaining
25 representative may mutually agree to an alternate performance
26 rating for teachers not in contractual continued service

1 during any time in which the Governor has declared a disaster
2 due to a public health emergency pursuant to Section 7 of the
3 Illinois Emergency Management Agency Act, as long as the
4 agreement is in writing.

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

21 (f) If the employing board determines to dismiss the
22 teacher in the last year of the probationary period as
23 provided in subsection (c) of this Section or subdivision (1)
24 or (2) of subsection (d) of this Section, but not subdivision
25 (3) of subsection (d) of this Section, the written notice of
26 dismissal provided by the employing board must contain

1 specific reasons for dismissal. Any full-time teacher who does
2 not receive written notice from the employing board at least
3 45 days before the end of any school term as provided in this
4 Section and whose performance does not require dismissal after
5 the fourth probationary year pursuant to subsection (d) of
6 this Section shall be re-employed for the following school
7 term.

8 (g) Contractual continued service shall continue in effect
9 the terms and provisions of the contract with the teacher
10 during the last school term of the probationary period,
11 subject to this Act and the lawful regulations of the
12 employing board. This Section and succeeding Sections do not
13 modify any existing power of the board except with respect to
14 the procedure of the discharge of a teacher and reductions in
15 salary as hereinafter provided. Contractual continued service
16 status shall not restrict the power of the board to transfer a
17 teacher to a position which the teacher is qualified to fill or
18 to make such salary adjustments as it deems desirable, but
19 unless reductions in salary are uniform or based upon some
20 reasonable classification, any teacher whose salary is reduced
21 shall be entitled to a notice and a hearing as hereinafter
22 provided in the case of certain dismissals or removals.

23 (h) If, by reason of any change in the boundaries of school
24 districts, by reason of a special education cooperative
25 reorganization or dissolution in accordance with Section
26 10-22.31 of this Code, or by reason of the creation of a new

1 school district, the position held by any teacher having a
2 contractual continued service status is transferred from one
3 board to the control of a new or different board, then the
4 contractual continued service status of the teacher is not
5 thereby lost, and such new or different board is subject to
6 this Code with respect to the teacher in the same manner as if
7 the teacher were its employee and had been its employee during
8 the time the teacher was actually employed by the board from
9 whose control the position was transferred.

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

22 (j) For any teacher employed after July 1, 1987 as a
23 full-time teacher in a program of a special education joint
24 agreement, whether the program is operated by the joint
25 agreement or a member district on behalf of the joint
26 agreement, in the event of a reduction in the number of

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

23 (k) For any teacher employed after July 1, 1987 as a
24 full-time teacher in a program of a special education joint
25 agreement, whether the program is operated by the joint
26 agreement or a member district on behalf of the joint

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

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

1 and Section 24-12.

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

10 (n) Any teacher employed as a full-time teacher in a
11 special education program prior to September 23, 1987 in which
12 2 or more school districts participate for a probationary
13 period of 2 consecutive years shall enter upon contractual
14 continued service in each of the participating districts,
15 subject to this and the succeeding Sections of this Article,
16 and, notwithstanding Section 24-1.5 of this Code, in the event
17 of the termination of the program shall be eligible for any
18 vacant position in any of such districts for which such
19 teacher is qualified.

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

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