



## 102ND GENERAL ASSEMBLY

### State of Illinois

2021 and 2022

SB3981

Introduced 1/21/2022, by Sen. Elgie R. Sims, Jr.

#### SYNOPSIS AS INTRODUCED:

105 ILCS 5/24-11

from Ch. 122, par. 24-11

Amends the School Code. Provides that if an employing board determines to dismiss a teacher during the probationary period (instead of in the last year of a specified probationary period), the employing board must provide a written notice for dismissal with specific reasons for dismissal. Provides that any full-time teacher who does not receive written notice from the employing board at least 45 days before the end of any school term and whose performance does not require dismissal (instead of whose performance does not require dismissal after the fourth probationary year) shall be re-employed for the following school term. Effective immediately.

LRB102 24248 RJT 33479 b

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 the succeeding Sections of this  
10 Article:

11 "Teacher" means any or all school district employees  
12 regularly required to be licensed under laws relating to the  
13 licensure 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  
17 1 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  
8 500,000 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  
13 terms shall enter upon contractual continued service in the  
14 district or in all of the programs that the teacher is legally  
15 qualified to hold, unless the teacher is given written notice  
16 of dismissal by certified mail, return receipt requested, by  
17 the employing board at least 45 days before the end of any  
18 school 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  
23 of service and performance, before the teacher shall enter  
24 upon contractual continued service in the district or in all  
25 of the programs that the teacher is legally qualified to hold,  
26 unless the teacher is given written notice of dismissal by

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

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

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

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

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

25 If the teacher does not receive overall annual evaluations  
26 of "Excellent" in the school terms necessary for eligibility

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

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

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

1 that the teacher actually teaches or is otherwise present and  
2 participating in the district's or program's educational  
3 program in the following school term.

4 (f) If the employing board determines to dismiss the  
5 teacher during ~~in the last year of~~ the probationary period as  
6 provided in ~~subsection (c) of this Section or subdivision (1)~~  
7 ~~or (2) of subsection (d) of this Section, but not subdivision~~  
8 ~~(3) of~~ subsection (d) of this Section, the written notice of  
9 dismissal provided by the employing board must contain  
10 specific reasons for dismissal. Any full-time teacher who does  
11 not receive written notice from the employing board at least  
12 45 days before the end of any school term as provided in this  
13 Section and whose performance does not require dismissal ~~after~~  
14 ~~the fourth probationary year~~ pursuant to subsection (d) of  
15 this Section shall be re-employed for the following school  
16 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,  
20 subject to this Act and the lawful regulations of the  
21 employing board. This Section and succeeding Sections do not  
22 modify any existing power of the board except with respect to  
23 the procedure of the discharge of a teacher and reductions in  
24 salary as hereinafter provided. Contractual continued service  
25 status shall not restrict the power of the board to transfer a  
26 teacher to a position which the teacher is qualified to fill or



1 to make such salary adjustments as it deems desirable, but  
2 unless reductions in salary are uniform or based upon some  
3 reasonable classification, any teacher whose salary is reduced  
4 shall be entitled to a notice and a hearing as hereinafter  
5 provided in 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  
9 contractual continued service status is transferred from one  
10 board to the control of a new or different board, then the  
11 contractual continued service status of the teacher is not  
12 thereby lost, and such new or different board is subject to  
13 this Code with respect to the teacher in the same manner as if  
14 the teacher were its employee and had been its employee during  
15 the time the teacher was actually employed by the board from  
16 whose control 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 licensed employment of such teacher for such joint agreement  
26 whether the employer of the teacher was the joint agreement,

1 the regional superintendent, or one of the participating  
2 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  
13 of greater length of continuing service in the joint  
14 agreement, unless an alternative method of determining the  
15 sequence of dismissal is established in a collective  
16 bargaining agreement. For any teacher employed after July 1,  
17 1987 as a full-time teacher in a program of a special education  
18 joint agreement, whether the program is operated by the joint  
19 agreement or a member district on behalf of the joint  
20 agreement, in the event of a reduction in the number of  
21 programs or positions in the joint agreement in which the  
22 notice of dismissal is provided during the 2011-2012 school  
23 term or a subsequent school term, the teacher shall be  
24 included on the honorable dismissal lists of all joint  
25 agreement programs for positions for which the teacher is  
26 qualified and is eligible for employment in such programs in

1 accordance with subsections (b) and (c) of Section 24-12 of  
2 this Code and the applicable honorable dismissal policies of  
3 the joint agreement.

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

1 (b) and (c) of Section 24-12 of this Code and the applicable  
2 honorable dismissal policies of each member district.

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

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

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

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

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