



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

HB2846

Introduced 2/16/2023, by Rep. Dave Vella

SYNOPSIS AS INTRODUCED:

105 ILCS 5/24-11

from Ch. 122, par. 24-11

Amends the Employment of Teachers Article of the School Code. Makes changes to the probationary periods pertaining to attaining contractual continued service. For the first probationary period, requires the teacher to be employed for 3 (rather than 4) consecutive school terms of service in which the teacher receives overall annual evaluation ratings of at least "Proficient" in the second and third school terms (rather than overall annual evaluation ratings of at least "Proficient" in the last school term and at least "Proficient" in either the second or third school term). For the second probationary period, requires the teacher to serve for 2 (rather than 3) consecutive school terms of service in which the teacher receives 2 (rather than 3) overall annual evaluations of "Excellent". Effective July 1, 2023.

LRB103 25986 RJT 52340 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) 3 ~~4~~ consecutive school terms of service in which
5 the teacher receives overall annual evaluation ratings of
6 at least "Proficient" in ~~the last school term and at least~~
7 ~~"Proficient" in either~~ the second and ~~or~~ third school
8 terms ~~term~~;

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

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

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

26 If the teacher does not receive overall annual evaluations

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

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

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
25 of contractual continued service shall not be considered a
26 break in service for purposes of determining whether a teacher

1 has been employed for 4 consecutive school terms, provided
2 that the 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
7 provided in subsection (c) of this Section or subdivision (1)
8 or (2) of subsection (d) of this Section, but not subdivision
9 (3) of subsection (d) of this Section, the written notice of
10 dismissal provided by the employing board must contain
11 specific reasons for dismissal. Any full-time teacher who does
12 not receive written notice from the employing board at least
13 45 days before the end of any school term as provided in this
14 Section and whose performance does not require dismissal after
15 the fourth probationary year pursuant to subsection (d) of
16 this Section shall be re-employed for the following school
17 term.

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

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

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

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

1 program shall be deemed a continuation of all previous
2 licensed employment of such teacher for such joint agreement
3 whether the employer of the teacher was the joint agreement,
4 the regional superintendent, or one of the participating
5 districts in the joint agreement.

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

1 included on the honorable dismissal lists of all joint
2 agreement programs for positions for which the teacher is
3 qualified and is eligible for employment in such programs in
4 accordance with subsections (b) and (c) of Section 24-12 of
5 this Code and the applicable honorable dismissal policies of
6 the joint agreement.

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

1 included on the order of honorable dismissal lists of each
2 member district and shall be assigned to any comparable
3 position in any such district in accordance with subsections
4 (b) and (c) of Section 24-12 of this Code and the applicable
5 honorable dismissal policies of each member district.

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

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

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

1 of the termination of the program shall be eligible for any
2 vacant position in any of such districts for which such
3 teacher is qualified.

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

6 Section 99. Effective date. This Act takes effect July 1,
7 2023.