

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 24-11 and 24A-7 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 but before July 1, 2023, the probationary
22 period shall be one of the following periods, based upon the
23 teacher's school terms of service and performance, before the
24 teacher shall enter upon contractual continued service in the
25 district or in all of the programs that the teacher is legally
26 qualified to hold, unless the teacher is given written notice

1 of dismissal by certified mail, return receipt requested, by
2 the employing board on or before April 15:

3 (1) 4 consecutive school terms of service in which the
4 teacher holds a Professional Educator License, an Educator
5 License with Stipulations with a career and technical
6 educator endorsement, or an Educator License with
7 Stipulations with a provisional career and technical
8 educator endorsement and receives overall annual
9 evaluation ratings of at least "Proficient" in the last
10 school term and at least "Proficient" in either the second
11 or third school terms;

12 (2) 3 consecutive school terms of service in which the
13 teacher holds a Professional Educator License, an Educator
14 License with Stipulations with a career and technical
15 educator endorsement, or an Educator License with
16 Stipulations with a provisional career and technical
17 educator endorsement and receives 2 overall annual
18 evaluations of "Excellent"; or

19 (3) 2 consecutive school terms of service in which the
20 teacher holds a Professional Educator License, an Educator
21 License with Stipulations with a career and technical
22 educator endorsement, or an Educator License with
23 Stipulations with a provisional career and technical
24 educator endorsement and receives 2 overall annual
25 evaluations of "Excellent" service, but only if the
26 teacher (i) previously attained contractual continued

1 service in a different school district or program in this
2 State, (ii) voluntarily departed or was honorably
3 dismissed from that school district or program in the
4 school term immediately prior to the teacher's first
5 school term of service applicable to the attainment of
6 contractual continued service under this subdivision (3),
7 and (iii) received, in his or her 2 most recent overall
8 annual or biennial evaluations from the prior school
9 district or program, ratings of at least "Proficient",
10 with both such ratings occurring after the school
11 district's or program's PERA implementation date. For a
12 teacher to attain contractual continued service under this
13 subdivision (3), the teacher shall provide official copies
14 of his or her 2 most recent overall annual or biennial
15 evaluations from the prior school district or program to
16 the new school district or program within 60 days from the
17 teacher's first day of service with the new school
18 district or program. The prior school district or program
19 must provide the teacher with official copies of his or
20 her 2 most recent overall annual or biennial evaluations
21 within 14 days after the teacher's request. If a teacher
22 has requested such official copies prior to 45 days after
23 the teacher's first day of service with the new school
24 district or program and the teacher's prior school
25 district or program fails to provide the teacher with the
26 official copies required under this subdivision (3), then

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

12 If the teacher does not receive overall annual evaluations
13 of "Excellent" in the school terms necessary for eligibility
14 to achieve accelerated contractual continued service in
15 subdivisions (2) and (3) of this subsection (d), the teacher
16 shall be eligible for contractual continued service pursuant
17 to subdivision (1) of this subsection (d). If, at the
18 conclusion of 4 consecutive school terms of service that count
19 toward attainment of contractual continued service, the
20 teacher's performance does not qualify the teacher for
21 contractual continued service under subdivision (1) of this
22 subsection (d), then the teacher shall not enter upon
23 contractual continued service and shall be dismissed. If a
24 performance evaluation is not conducted for any school term
25 when such evaluation is required to be conducted under Section
26 24A-5 of this Code, then the teacher's performance evaluation

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

1 (d-5) For any teacher who is first employed as a full-time
2 teacher in a school district or program on or after July 1,
3 2023, the probationary period shall be one of the following
4 periods, based upon the teacher's school terms of service and
5 performance, before the teacher shall enter upon contractual
6 continued service in the district or in all of the programs
7 that the teacher is legally qualified to hold, unless the
8 teacher is given written notice of dismissal by certified
9 mail, return receipt requested, by the employing board on or
10 before April 15:

11 (1) 3 consecutive school terms of service in which the
12 teacher holds a Professional Educator License, an Educator
13 License with Stipulations with a career and technical
14 educator endorsement, or an Educator License with
15 Stipulations with a provisional career and technical
16 educator endorsement and receives overall annual
17 evaluation ratings of at least "Proficient" in the second
18 and third school terms;

19 (2) 2 consecutive school terms of service in which the
20 teacher holds a Professional Educator License, an Educator
21 License with Stipulations with a career and technical
22 educator endorsement, or an Educator License with
23 Stipulations with a provisional career and technical
24 educator endorsement and receives 2 overall annual
25 evaluations of "Excellent"; or

26 (3) 2 consecutive school terms of service in which the

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

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

19 If the teacher does not receive overall annual evaluations
20 of "Excellent" in the school terms necessary for eligibility
21 to achieve accelerated contractual continued service in
22 subdivisions (2) and (3) of this subsection (d-5) ~~(d)~~, the
23 teacher shall be eligible for contractual continued service
24 pursuant to subdivision (1) of this subsection (d-5) ~~(d)~~. If,
25 at the conclusion of 3 consecutive school terms of service
26 that count toward attainment of contractual continued service,

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

1 "Excellent". A school board and any exclusive bargaining
2 representative may mutually agree to an alternate performance
3 rating for teachers not in contractual continued service
4 during any time in which the Governor has declared a disaster
5 due to a public health emergency pursuant to Section 7 of the
6 Illinois Emergency Management Agency Act, as long as the
7 agreement is in writing.

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

24 (f) If the employing board determines to dismiss the
25 teacher in the last year of the probationary period as
26 provided in subsection (c) of this Section or subdivision (1)

1 or (2) of subsection (d) of this Section or subdivision (1) or
2 (2) of subsection (d-5) of this Section, but not subdivision
3 (3) of subsection (d) of this Section or subdivision (3) of
4 subsection (d-5) of this Section, the written notice of
5 dismissal provided by the employing board must contain
6 specific reasons for dismissal. Any full-time teacher who does
7 not receive written notice from the employing board on or
8 before April 15 as provided in this Section and whose
9 performance does not require dismissal after the fourth
10 probationary year pursuant to subsection (d) of this Section
11 or the third probationary year pursuant to subsection (d-5) of
12 this Section shall be re-employed for the following school
13 term.

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

1 shall be entitled to a notice and a hearing as hereinafter
2 provided in the case of certain dismissals or removals.

3 (h) If, by reason of any change in the boundaries of school
4 districts, by reason of a special education cooperative
5 reorganization or dissolution in accordance with Section
6 10-22.31 of this Code, or by reason of the creation of a new
7 school district, the position held by any teacher having a
8 contractual continued service status is transferred from one
9 board to the control of a new or different board, then the
10 contractual continued service status of the teacher is not
11 thereby lost, and such new or different board is subject to
12 this Code with respect to the teacher in the same manner as if
13 the teacher were its employee and had been its employee during
14 the time the teacher was actually employed by the board from
15 whose control the position was transferred.

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

1 districts in the joint agreement.

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

1 this Code and the applicable honorable dismissal policies of
2 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
11 be 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
25 teacher is qualified.

26 (Source: P.A. 102-552, eff. 1-1-22; 102-854, eff. 5-13-22;

1 103-500, eff. 8-4-23.)

2 (105 ILCS 5/24A-7) (from Ch. 122, par. 24A-7)

3 Sec. 24A-7. Rules.

4 (a) The State Board of Education is authorized to adopt
5 such rules as are deemed necessary to implement and accomplish
6 the purposes and provisions of this Article, including, but
7 not limited to, rules:

8 (1) relating to the methods for measuring student
9 growth (including, but not limited to, limitations on the
10 age of usable data; the amount of data needed to reliably
11 and validly measure growth for the purpose of teacher and
12 principal evaluations; and whether and at what time annual
13 State assessments may be used as one of multiple measures
14 of student growth);

15 (2) defining the term "significant factor" for
16 purposes of including consideration of student growth in
17 performance ratings;

18 (3) controlling for such factors as student
19 characteristics (including, but not limited to, students
20 receiving special education and English Learner services),
21 student attendance, and student mobility so as to best
22 measure the impact that a teacher, principal, school and
23 school district has on students' academic achievement;

24 (4) establishing minimum requirements for district
25 teacher and principal evaluation instruments and

1 procedures; and

2 (5) establishing a model evaluation plan for use by
3 school districts in which student growth shall comprise
4 50% of the performance rating.

5 Notwithstanding any other provision in this Section, such
6 rules shall not preclude a school district having 500,000 or
7 more inhabitants from using an annual State assessment as the
8 sole measure of student growth for purposes of teacher or
9 principal evaluations.

10 (b) The State Superintendent of Education shall convene a
11 Performance Evaluation Advisory Council, which shall be
12 staffed by the State Board of Education. Members of the
13 Council shall be selected by the State Superintendent and
14 include, without limitation, representatives of teacher unions
15 and school district management, persons with expertise in
16 performance evaluation processes and systems, as well as other
17 stakeholders. The Council shall meet at least quarterly and
18 may also meet at the call of the chairperson of the Council,
19 following August 18, 2017 (the effective date of Public Act
20 100-211) until June 30, 2024. The Council shall advise the
21 State Board of Education on the ongoing implementation of
22 performance evaluations in this State, which may include
23 gathering public feedback, sharing best practices, consulting
24 with the State Board on any proposed rule changes regarding
25 evaluations, and other subjects as determined by the
26 chairperson of the Council.

1 (c) On July 1, 2024, the State Superintendent of Education
2 shall convene a Performance Evaluation Advisory Committee for
3 the purpose of maintaining and improving the evaluator
4 training and pre-qualification program in this State under
5 Section 24A-3. The Committee shall be staffed by the State
6 Board of Education. Members of the Committee shall include,
7 without limitation, representatives from providers of the
8 evaluator retraining and pre-qualification program in this
9 State, which include teacher unions, school district
10 management, including a school district organized under
11 Article 34, and a statewide organization representing regional
12 offices of education. Members of the Committee shall be
13 nominated by the providers and appointed by the State
14 Superintendent.

15 The Committee shall meet initially at the call of the
16 State Superintendent and shall select one member as
17 chairperson at its initial meeting. The Committee shall meet
18 at least quarterly and may also meet at the call of the
19 chairperson of the Committee.

20 The Committee shall advise the State Board of Education on
21 the continued implementation of the evaluator training and
22 pre-qualification program in this State, which may include the
23 development and delivery of the program's existing and new
24 administrators' academies, gathering feedback from program
25 instructors and participants, sharing best practices,
26 consulting with the State Board on any proposed rule changes

1 regarding evaluator training, and other subjects as determined
2 by the chairperson of the Committee.

3 (d) Prior to the applicable implementation date, the ~~these~~
4 rules shall not apply to teachers assigned to schools
5 identified in an agreement entered into between the board of a
6 school district operating under Article 34 of this Code and
7 the exclusive representative of the district's teachers in
8 accordance with Section 34-85c of this Code.

9 (Source: P.A. 102-252, eff. 1-1-22; 102-558, eff. 8-20-21.)

10 Section 99. Effective date. This Act takes effect June 15,
11 2024.