



Sen. Linda Holmes

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LRB102 22596 NLB 36660 a

1 AMENDMENT TO SENATE BILL 3709

2 AMENDMENT NO. _____. Amend Senate Bill 3709 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The School Code is amended by changing
5 Sections 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

1 support personnel employees employed by the board or (ii) to
2 discontinue some particular type of educational support
3 service, written notice shall be mailed to the employee and
4 also given to the employee either by certified mail, return
5 receipt requested, or personal delivery with receipt, at least
6 30 days before the employee is removed or dismissed or the
7 hours he or she works are reduced, together with a statement of
8 honorable dismissal and the reason therefor if applicable.
9 However, if a reduction in hours is due to an unforeseen
10 reduction in the student population, then the written notice
11 must be mailed and given to the employee at least 5 days before
12 the hours are reduced. The employee with the shorter length of
13 continuing service with the district, within the respective
14 category of position, shall be dismissed first unless an
15 alternative method of determining the sequence of dismissal is
16 established in a collective bargaining agreement or contract
17 between the board and any exclusive bargaining agent and
18 except that this provision shall not impair the operation of
19 any affirmative action program in the district, regardless of
20 whether it exists by operation of law or is conducted on a
21 voluntary basis by the board. If the board has any vacancies
22 for the following school term or within one calendar year from
23 the beginning of the following school term, the positions
24 thereby becoming available within a specific category of
25 position shall be tendered to the employees so removed or
26 dismissed from that category or any other category of

1 position, so far as they are qualified to hold such positions.
2 Each board shall, in consultation with any exclusive employee
3 representative or bargaining agent, each year establish a
4 list, categorized by positions, showing the length of
5 continuing service of each full time educational support
6 personnel employee who is qualified to hold any such
7 positions, unless an alternative method of determining a
8 sequence of dismissal is established as provided for in this
9 Section, in which case a list shall be made in accordance with
10 the alternative method. Copies of the list shall be
11 distributed to the exclusive employee representative or
12 bargaining agent on or before February 1 of each year.

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

22 Where an educational support personnel employee is
23 dismissed by the board as a result of a decrease in the number
24 of employees or the discontinuance of the employee's job, the
25 employee shall be paid all earned compensation on or before
26 the next regular pay date following his or her last day of

1 employment.

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

5 (b) In the case of a new school district or districts
6 formed in accordance with Article 11E of this Code, a school
7 district or districts that annex all of the territory of one or
8 more entire other school districts in accordance with Article
9 7 of this Code, ~~or~~ a school district receiving students from a
10 deactivated school facility in accordance with Section
11 10-22.22b of this Code, or a special education cooperative
12 that dissolves or reorganizes in accordance with Section
13 10-22.31 of this Code, the employment of educational support
14 personnel in the new, annexing, or receiving school district
15 immediately following the reorganization shall be governed by
16 this subsection (b). Lists of the educational support
17 personnel employed in the individual districts or special
18 education cooperative for the school year immediately prior to
19 the effective date of the new district or districts,
20 annexation, ~~or~~ deactivation, dissolution, or reorganization
21 shall be combined for the districts forming the new district
22 or districts, for the annexed and annexing districts, ~~or~~ for
23 the deactivating and receiving districts, or for the
24 dissolving or reorganizing special education cooperative, as
25 the case may be. The combined list shall be categorized by
26 positions, showing the length of continuing service of each

1 full-time educational support personnel employee who is
2 qualified to hold any such position. If there are more
3 full-time educational support personnel employees on the
4 combined list than there are available positions in the new,
5 annexing, or receiving school district, then the employing
6 school board shall first remove or dismiss those educational
7 support personnel employees with the shorter length of
8 continuing service within the respective category of position,
9 following the procedures outlined in subsection (a) of this
10 Section. In the case of a special education cooperative that
11 dissolves or reorganizes, the districts that are parties to
12 the joint agreement shall follow the procedures outlined in
13 subsection (a) of this Section. The employment and position of
14 each educational support personnel employee on the combined
15 list not so removed or dismissed shall be transferred to the
16 new, annexing, or receiving school board, and the new,
17 annexing, or receiving school board is subject to this Code
18 with respect to any educational support personnel employee so
19 transferred as if the educational support personnel employee
20 had been the new, annexing, or receiving board's employee
21 during the time the educational support personnel employee was
22 actually employed by the school board of the district from
23 which the employment and position were transferred.

24 The changes made by Public Act 95-148 shall not apply to
25 the formation of a new district or districts in accordance
26 with Article 11E of this Code, the annexation of one or more

1 entire districts in accordance with Article 7 of this Code, or
2 the deactivation of a school facility in accordance with
3 Section 10-22.22b of this Code effective on or before July 1,
4 2007.

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

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
24 school districts that are members of the joint agreement.

25 "PERA implementation date" means the implementation date

1 of an evaluation system for teachers as specified by Section
2 24A-2.5 of this Code for all schools within a school district
3 or all programs of a special education joint agreement.

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

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

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

1 such period:

2 (1) 4 consecutive school terms of service in which the
3 teacher receives overall annual evaluation ratings of at
4 least "Proficient" in the last school term and at least
5 "Proficient" in either the second or third school term;

6 (2) 3 consecutive school terms of service in which the
7 teacher receives 3 overall annual evaluations of
8 "Excellent"; or

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

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

23 If the teacher does not receive overall annual evaluations
24 of "Excellent" in the school terms necessary for eligibility
25 to achieve accelerated contractual continued service in
26 subdivisions (2) and (3) of this subsection (d), the teacher

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

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

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

1 program in the following school term.

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

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

1 reasonable classification, any teacher whose salary is reduced
2 shall be entitled to a notice and a hearing as hereinafter
3 provided in the case of certain dismissals or removals.

4 (h) If, by reason of any change in the boundaries of school
5 districts, by reason of a special education cooperative
6 reorganization in accordance with Section 10-22.31 of this
7 Code, or by reason of the creation of a new school district,
8 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 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.".