



94TH GENERAL ASSEMBLY

State of Illinois

2005 and 2006

HB4722

Introduced 1/12/2006, by Rep. Renee Kosel

SYNOPSIS AS INTRODUCED:

105 ILCS 5/24-11	from Ch. 122, par. 24-11
105 ILCS 5/34-84	from Ch. 122, par. 34-84
105 ILCS 5/34-84.1	from Ch. 122, par. 34-84.1
105 ILCS 5/34-85	from Ch. 122, par. 34-85
30 ILCS 805/8.30 new	

Amends the School Code. In school districts other than the Chicago school district, reduces the probationary period of time before a teacher enters upon contractual continued service from 4 to 3 consecutive school terms. Provides that the provisions concerning a teacher's entrance into contractual continued service after a probationary period of 3 consecutive school terms apply to the Chicago school district (now, the appointment of a teacher in the Chicago school district becomes permanent after a probationary period of 4 years). Makes other changes. Amends the State Mandates Act to require implementation without reimbursement. Effective immediately.

LRB094 16041 NHT 51276 b

FISCAL NOTE ACT
MAY APPLY

STATE MANDATES
ACT MAY REQUIRE
REIMBURSEMENT

1 AN ACT concerning schools.

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, 34-84, 34-84.1, and 34-85 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. As used in this and
9 the succeeding Sections of this Article:

10 "Teacher" means any or all school district employees
11 regularly required to be certified under laws relating to the
12 certification of teachers.

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

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

17 This Section applies to all school districts. ~~This Section~~
18 ~~and~~ Sections 24-12 through 24-16 of this Article apply only to
19 school districts having less than 500,000 inhabitants.

20 Any teacher who has been employed in any district as a
21 full-time teacher for a probationary period of 2 consecutive
22 school terms shall enter upon contractual continued service
23 unless given written notice of dismissal stating the specific
24 reason therefor, by certified mail, return receipt requested by
25 the employing board at least 45 days before the end of such
26 period; except that (i) for a teacher who is first employed as
27 a full-time teacher by a school district on or after January 1,
28 1998 but before the effective date of this amendatory Act of
29 the 94th General Assembly and who has not before January 1,
30 1998 ~~that date~~ already entered upon contractual continued
31 service in that district, the probationary period shall be 4
32 consecutive school terms before the teacher shall enter upon

1 contractual continued service and (ii) for a teacher who is
2 first employed as a full-time teacher by a school district on
3 or after the effective date of this amendatory Act of the 94th
4 General Assembly and who has not before the date of this
5 employment already entered upon contractual continued service
6 in any district pursuant to this Section, the probationary
7 period shall be 3 consecutive school terms before the teacher
8 shall enter upon contractual continued service. For the purpose
9 of determining contractual continued service, the first
10 probationary year shall be any full-time employment from a date
11 before November 1 through the end of the school year. If,
12 however, a teacher who was first employed prior to January 1,
13 1998 or first employed on or after the effective date of this
14 amendatory Act of the 94th General Assembly has not had one
15 school term of full-time teaching experience before the
16 beginning of the applicable a probationary period ~~of 2~~
17 ~~consecutive school terms~~, the employing board may at its option
18 extend the probationary period for one additional school term
19 by giving the teacher written notice by certified mail, return
20 receipt requested, at least 45 days before the end of the last
21 ~~second~~ school term of the applicable probationary period ~~of 2~~
22 ~~consecutive school terms referred to above~~. This notice must
23 state the reasons for the one year extension and must outline
24 the corrective actions that the teacher must take to
25 satisfactorily complete probation. The changes made by Public
26 Act 90-653 and this amendatory Act of the 94th General Assembly
27 ~~this amendatory Act of 1998~~ are declaratory of existing law.

28 Any full-time teacher who is not completing the last year
29 of the probationary period described in the preceding
30 paragraph, or any teacher employed on a full-time basis not
31 later than January 1 of the school term, shall receive written
32 notice from the employing board at least 45 days before the end
33 of any school term whether or not he will be re-employed for
34 the following school term. If the board fails to give such
35 notice, the employee shall be deemed reemployed, and not later
36 than the close of the then current school term the board shall

1 issue a regular contract to the employee as though the board
2 had reemployed him in the usual manner.

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

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

30 Any teacher employed after July 1, 1987 as a full-time
31 teacher in a program of a special education joint agreement,
32 whether the program is operated by the joint agreement or a
33 member district on behalf of the joint agreement, for a
34 probationary period of two consecutive school terms ~~years~~ shall
35 enter upon contractual continued service in all of the programs
36 conducted by such joint agreement which the teacher is legally

1 qualified to hold; except that (i) for a teacher who is first
2 employed on or after January 1, 1998 but before the effective
3 date of this amendatory Act of the 94th General Assembly in a
4 program of a special education joint agreement and who has not
5 before January 1, 1998 ~~that date~~ already entered upon
6 contractual continued service in all of the programs conducted
7 by the joint agreement that the teacher is legally qualified to
8 hold, the probationary period shall be 4 consecutive school
9 terms ~~years~~ before the teacher enters upon contractual
10 continued service in all of those programs and (ii) for a
11 teacher who is first employed by a school district on or after
12 the effective date of this amendatory Act of the 94th General
13 Assembly in a program of a special education joint agreement
14 and who has not before the date of this employment already
15 entered upon contractual continued service in any district
16 pursuant to this Section, the probationary period shall be 3
17 consecutive school terms before the teacher enters upon
18 contractual continued service in all of the programs conducted
19 by the joint agreement for which the teacher is legally
20 qualified. In the event of a reduction in the number of
21 programs or positions in the joint agreement, the teacher on
22 contractual continued service shall be eligible for employment
23 in the joint agreement programs for which the teacher is
24 legally qualified in order of greater length of continuing
25 service in the joint agreement unless an alternative method of
26 determining the sequence of dismissal is established in a
27 collective bargaining agreement. In the event of the
28 dissolution of a joint agreement, the teacher on contractual
29 continued service who is legally qualified shall be assigned to
30 any comparable position in a member district currently held by
31 a teacher who has not entered upon contractual continued
32 service or held by a teacher who has entered upon contractual
33 continued service with shorter length of contractual continued
34 service.

35 The governing board of the joint agreement, or the
36 administrative district, if so authorized by the articles of

1 agreement of the joint agreement, rather than the board of
2 education of a school district, may carry out employment and
3 termination actions including dismissals under this Section
4 and Section 24-12.

5 For purposes of this and succeeding Sections of this
6 Article, a program of a special educational joint agreement
7 shall be defined as instructional, consultative, supervisory,
8 administrative, diagnostic, and related services which are
9 managed by the special educational joint agreement designed to
10 service two or more districts which are members of the joint
11 agreement.

12 Each joint agreement shall be required to post by February
13 1, a list of all its employees in order of length of continuing
14 service in the joint agreement, unless an alternative method of
15 determining a sequence of dismissal is established in an
16 applicable collective bargaining agreement.

17 The employment of any teacher in a special education
18 program authorized by Section 14-1.01 through 14-14.01, or a
19 joint educational program established under Section 10-22.31a,
20 shall be under this and the succeeding Sections of this
21 Article, and such employment shall be deemed a continuation of
22 the previous employment of such teacher in any of the
23 participating districts, regardless of the participation of
24 other districts in the program. Any teacher employed as a
25 full-time teacher in a special education program prior to
26 September 23, 1987 in which 2 or more school districts
27 participate for a probationary period of 2 consecutive years
28 shall enter upon contractual continued service in each of the
29 participating districts, subject to this and the succeeding
30 Sections of this Article, and in the event of the termination
31 of the program shall be eligible for any vacant position in any
32 of such districts for which such teacher is qualified.

33 (Source: P.A. 90-548, eff. 1-1-98; 90-653, eff. 7-29-98.)

34 (105 ILCS 5/34-84) (from Ch. 122, par. 34-84)

35 Sec. 34-84. Appointments and promotions of teachers.

1 Appointments and promotions of teachers shall be made for merit
2 only, and after satisfactory service for a probationary period
3 as provided under Section 24-11 of this Code, ~~of 3 years with~~
4 ~~respect to probationary employees employed as full-time~~
5 ~~teachers in the public school system of the district before~~
6 ~~January 1, 1998 and 4 years with respect to probationary~~
7 ~~employees who are first employed as full-time teachers in the~~
8 ~~public school system of the district on or after January 1,~~
9 ~~1998 (during which period the board may dismiss or discharge~~
10 ~~any such probationary employee upon the recommendation,~~
11 ~~accompanied by the written reasons therefor, of the general~~
12 ~~superintendent of schools) appointments of teachers shall~~
13 enter upon contractual continued service ~~become permanent,~~
14 subject to removal for cause in the manner provided by Section
15 34-85.

16 As used in this Article, "teachers" means and includes all
17 members of the teaching force excluding the general
18 superintendent and principals.

19 There shall be no reduction in teachers because of a
20 decrease in student membership or a change in subject
21 requirements within the attendance center organization after
22 the 20th day following the first day of the school year, except
23 that: (1) this provision shall not apply to desegregation
24 positions, special education positions, or any other positions
25 funded by State or federal categorical funds, and (2) at
26 attendance centers maintaining any of grades 9 through 12,
27 there may be a second reduction in teachers on the first day of
28 the second semester of the regular school term because of a
29 decrease in student membership or a change in subject
30 requirements within the attendance center organization.

31 The school principal shall make the decision in selecting
32 teachers to fill new and vacant positions consistent with
33 Section 34-8.1.

34 (Source: P.A. 89-15, eff. 5-30-95; 90-548, eff. 1-1-98.)

1 Sec. 34-84.1. Teachers employed in Department of Defense
2 overseas dependents' schools. By mutual agreement of a teacher
3 and the board of education, the board may, but is not required
4 to, grant the teacher a leave of absence to accept employment
5 in a Department of Defense overseas dependents' school. If such
6 a leave of absence is granted, the teacher may elect, for a
7 period not exceeding the lesser of the period for which he is
8 so employed or 5 years, (a) to preserve his contractual
9 continued service ~~permanent~~ status under this Act, and (b) to
10 continue receipt, on the same basis as if he were teaching in
11 the school system subject to the board of education, of service
12 credit earned for requirements of promotion, incremental
13 increases in salary, leaves of absence and other privileges
14 based on an established period of service or employment.

15 A person employed to replace a teacher making the election
16 provided for in this Section does not acquire contractual
17 continued service ~~permanent~~ status as a teacher under this
18 Article.

19 (Source: Laws 1967, p. 1999.)

20 (105 ILCS 5/34-85) (from Ch. 122, par. 34-85)

21 Sec. 34-85. Removal for cause; Notice and hearing;
22 Suspension. No teacher employed by the board of education shall
23 (after serving the probationary period specified in Section
24 24-11 of this Code ~~34-84~~) be removed except for cause. No
25 principal employed by the board of education shall be removed
26 during the term of his or her performance contract except for
27 cause, which may include but is not limited to the principal's
28 repeated failure to implement the school improvement plan or to
29 comply with the provisions of the Uniform Performance Contract,
30 including additional criteria established by the Council for
31 inclusion in the performance contract pursuant to Section
32 34-2.3.

33 The general superintendent must first approve written
34 charges and specifications against the teacher or principal. A
35 local school council may direct the general superintendent to

1 approve written charges against its principal on behalf of the
2 Council upon the vote of 7 members of the Council. The general
3 superintendent must approve those charges within 45 days or
4 provide a written reason for not approving those charges. A
5 written notice of those charges shall be served upon the
6 teacher or principal within 10 days of the approval of the
7 charges. If the teacher or principal cannot be found upon
8 diligent inquiry, such charges may be served upon him by
9 mailing a copy thereof in a sealed envelope by prepaid
10 certified mail, return receipt requested, to the teacher's or
11 principal's last known address. A return receipt showing
12 delivery to such address within 20 days after the date of the
13 approval of the charges shall constitute proof of service.

14 No hearing upon the charges is required unless the teacher
15 or principal within 10 days after receiving notice requests in
16 writing of the general superintendent that a hearing be
17 scheduled, in which case the general superintendent shall
18 schedule a hearing on those charges before a disinterested
19 hearing officer on a date no less than 15 nor more than 30 days
20 after the approval of the charges. The general superintendent
21 shall forward a copy of the notice to the State Board of
22 Education within 5 days from the date of the approval of the
23 charges. Within 10 days after receiving the notice of hearing,
24 the State Board of Education shall provide the teacher or
25 principal and the general superintendent with a list of 5
26 prospective, impartial hearing officers. Each person on the
27 list must be accredited by a national arbitration organization
28 and have had a minimum of 5 years of experience as an
29 arbitrator in cases involving labor and employment relations
30 matters between educational employers and educational
31 employees or their exclusive bargaining representatives.

32 The general superintendent and the teacher or principal or
33 their legal representatives within 3 days from receipt of the
34 list shall alternately strike one name from the list until only
35 one name remains. Unless waived by the teacher, the teacher or
36 principal shall have the right to proceed first with the

1 striking. Within 3 days of receipt of the first list provided
2 by the State Board of Education, the general superintendent and
3 the teacher or principal or their legal representatives shall
4 each have the right to reject all prospective hearing officers
5 named on the first list and to require the State Board of
6 Education to provide a second list of 5 prospective, impartial
7 hearing officers, none of whom were named on the first list.
8 Within 5 days after receiving this request for a second list,
9 the State Board of Education shall provide the second list of 5
10 prospective, impartial hearing officers. The procedure for
11 selecting a hearing officer from the second list shall be the
12 same as the procedure for the first list. Each party shall
13 promptly serve written notice on the other of any name stricken
14 from the list. If the teacher or principal fails to do so, the
15 general superintendent may select the hearing officer from any
16 name remaining on the list. The teacher or principal may waive
17 the hearing at any time prior to the appointment of the hearing
18 officer. Notice of the selection of the hearing officer shall
19 be given to the State Board of Education. The hearing officer
20 shall be notified of his selection by the State Board of
21 Education. A signed acceptance shall be filed with the State
22 Board of Education within 5 days of receipt of notice of the
23 selection. The State Board of Education shall notify the
24 teacher or principal and the board of its appointment of the
25 hearing officer. In the alternative to selecting a hearing
26 officer from the first or second list received from the State
27 Board of Education, the general superintendent and the teacher
28 or principal or their legal representatives may mutually agree
29 to select an impartial hearing officer who is not on a list
30 received from the State Board of Education, either by direct
31 appointment by the parties or by using procedures for the
32 appointment of an arbitrator established by the Federal
33 Mediation and Conciliation Service or the American Arbitration
34 Association. The parties shall notify the State Board of
35 Education of their intent to select a hearing officer using an
36 alternative procedure within 3 days of receipt of a list of

1 prospective hearing officers provided by the State Board of
2 Education. Any person selected by the parties under this
3 alternative procedure for the selection of a hearing officer
4 shall have the same qualifications and authority as a hearing
5 officer selected from a list provided by the State Board of
6 Education. The teacher or principal may waive the hearing at
7 any time prior to the appointment of the hearing officer. The
8 State Board of Education shall promulgate uniform standards and
9 rules of procedure for such hearings, including reasonable
10 rules of discovery.

11 The per diem allowance for the hearing officer shall be
12 paid by the State Board of Education. The hearing officer shall
13 hold a hearing and render findings of fact and a recommendation
14 to the general superintendent. The teacher or principal has the
15 privilege of being present at the hearing with counsel and of
16 cross-examining witnesses and may offer evidence and witnesses
17 and present defenses to the charges. The hearing officer may
18 issue subpoenas requiring the attendance of witnesses and, at
19 the request of the teacher or principal against whom a charge
20 is made or the general superintendent, shall issue such
21 subpoenas, but the hearing officer may limit the number of
22 witnesses to be subpoenaed in behalf of the teacher or
23 principal or the general superintendent to not more than 10
24 each. All testimony at the hearing shall be taken under oath
25 administered by the hearing officer. The hearing officer shall
26 cause a record of the proceedings to be kept and shall employ a
27 competent reporter to take stenographic or stenotype notes of
28 all the testimony. The costs of the reporter's attendance and
29 services at the hearing shall be paid by the State Board of
30 Education. Either party desiring a transcript of the hearing
31 shall pay for the cost thereof.

32 Pending the hearing of the charges, the person charged may
33 be suspended in accordance with rules prescribed by the board
34 but such person, if acquitted, shall not suffer any loss of
35 salary by reason of the suspension.

36 Before service of notice of charges on account of causes

1 that may be deemed to be remediable, the teacher or principal
2 shall be given reasonable warning in writing, stating
3 specifically the causes which, if not removed, may result in
4 charges; however, no such written warning shall be required if
5 the causes have been the subject of a remediation plan pursuant
6 to Article 24A. No written warning shall be required for
7 conduct on the part of a teacher or principal which is cruel,
8 immoral, negligent, or criminal or which in any way causes
9 psychological or physical harm or injury to a student as that
10 conduct is deemed to be irremediable. No written warning shall
11 be required for a material breach of the uniform principal
12 performance contract as that conduct is deemed to be
13 irremediable; provided however, that not less than 30 days
14 before the vote of the local school council to seek the
15 dismissal of a principal for a material breach of a uniform
16 principal performance contract, the local school council shall
17 specify the nature of the alleged breach in writing and provide
18 a copy of it to the principal.

19 The hearing officer shall consider and give weight to all
20 of the teacher's evaluations written pursuant to Article 24A.

21 The hearing officer shall within 45 days from the
22 conclusion of the hearing report to the general superintendent
23 findings of fact and a recommendation as to whether or not the
24 teacher or principal shall be dismissed and shall give a copy
25 of the report to both the teacher or principal and the general
26 superintendent. The board, within 45 days of receipt of the
27 hearing officer's findings of fact and recommendation, shall
28 make a decision as to whether the teacher or principal shall be
29 dismissed from its employ. The failure of the board to strictly
30 adhere to the timeliness contained herein shall not render it
31 without jurisdiction to dismiss the teacher or principal. If
32 the hearing officer fails to render a decision within 45 days,
33 the State Board of Education shall communicate with the hearing
34 officer to determine the date that the parties can reasonably
35 expect to receive the decision. The State Board of Education
36 shall provide copies of all such communications to the parties.

1 In the event the hearing officer fails without good cause to
2 make a decision within the 45 day period, the name of such
3 hearing officer shall be struck for a period not less than 24
4 months from the master list of hearing officers maintained by
5 the State Board of Education. The board shall not lose
6 jurisdiction to discharge the teacher or principal if the
7 hearing officer fails to render a decision within the time
8 specified in this Section. If a hearing officer fails to render
9 a decision within 3 months after the hearing is declared
10 closed, the State Board of Education shall provide the parties
11 with a new list of prospective, impartial hearing officers,
12 with the same qualifications provided herein, one of whom shall
13 be selected, as provided in this Section, to rehear the charges
14 heard by the hearing officer who failed to render a decision.
15 The parties may also select a hearing officer pursuant to the
16 alternative procedure, as provided in this Section, to rehear
17 the charges heard by the hearing officer who failed to render a
18 decision. A violation of the professional standards set forth
19 in "The Code of Professional Responsibility for Arbitrators of
20 Labor-Management Disputes", of the National Academy of
21 Arbitrators, the American Arbitration Association, and the
22 Federal Mediation and Conciliation Service, or the failure of a
23 hearing officer to render a decision within 3 months after the
24 hearing is declared closed shall be grounds for removal of the
25 hearing officer from the master list of hearing officers
26 maintained by the State Board of Education. The decision of the
27 board is final unless reviewed as provided in Section 34-85b of
28 this Act.

29 In the event judicial review is instituted, any costs of
30 preparing and filing the record of proceedings shall be paid by
31 the party instituting the review. If a decision of the board
32 ~~hearing officer~~ is adjudicated upon review or appeal in favor
33 of the teacher or principal, then the trial court shall order
34 reinstatement and shall determine the amount for which the
35 board is liable including but not limited to loss of income and
36 costs incurred therein. Nothing in this Section affects the

1 validity of removal for cause hearings commenced prior to the
2 effective date of this amendatory Act of 1978.

3 (Source: P.A. 89-15, eff. 5-30-95; revised 1-20-03.)

4 Section 90. The State Mandates Act is amended by adding
5 Section 8.30 as follows:

6 (30 ILCS 805/8.30 new)

7 Sec. 8.30. Exempt mandate. Notwithstanding Sections 6 and 8
8 of this Act, no reimbursement by the State is required for the
9 implementation of any mandate created by this amendatory Act of
10 the 94th General Assembly.

11 Section 99. Effective date. This Act takes effect upon
12 becoming law.