



95TH GENERAL ASSEMBLY

State of Illinois

2007 and 2008

HB4546

by Rep. Aaron Schock

SYNOPSIS AS INTRODUCED:

105 ILCS 5/24-11
30 ILCS 805/8.32 new

from Ch. 122, par. 24-11

Amends the School Code. Provides that for a teacher who is first employed as a full-time teacher by a school district (other than the Chicago school district), the probationary period shall be 4 school terms, whether consecutive or not (instead of 4 consecutive school terms), before the teacher enters upon contractual continued service. Makes a related change with respect to teachers employed in a program of a special education joint agreement. Amends the State Mandates Act to require implementation without reimbursement.

LRB095 17951 NHT 44033 b

FISCAL NOTE ACT
MAY APPLY

STATE MANDATES
ACT MAY REQUIRE
REIMBURSEMENT

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. 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 and Sections 24-12 through 24-16 of this
18 Article apply only to school districts having less than 500,000
19 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

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

26 Any full-time teacher who is not completing the last year

1 of the probationary period described in the preceding
2 paragraph, or any teacher employed on a full-time basis not
3 later than January 1 of the school term, shall receive written
4 notice from the employing board at least 45 days before the end
5 of any school term whether or not he will be re-employed for
6 the following school term. If the board fails to give such
7 notice, the employee shall be deemed reemployed, and not later
8 than the close of the then current school term the board shall
9 issue a regular contract to the employee as though the board
10 had reemployed him in the usual manner.

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

26 The employment of any teacher in a program of a special

1 education joint agreement established under Section 3-15.14,
2 10-22.31 or 10-22.31a shall be under this and succeeding
3 Sections of this Article. For purposes of attaining and
4 maintaining contractual continued service and computing length
5 of continuing service as referred to in this Section and
6 Section 24-12, employment in a special educational joint
7 program shall be deemed a continuation of all previous
8 certificated employment of such teacher for such joint
9 agreement whether the employer of the teacher was the joint
10 agreement, the regional superintendent, or one of the
11 participating districts in the joint agreement.

12 Any teacher employed after July 1, 1987 as a full-time
13 teacher in a program of a special education joint agreement,
14 whether the program is operated by the joint agreement or a
15 member district on behalf of the joint agreement, for a
16 probationary period of two consecutive years shall enter upon
17 contractual continued service in all of the programs conducted
18 by such joint agreement which the teacher is legally qualified
19 to hold; except that for a teacher who is first employed on or
20 after January 1, 1998 in a program of a special education joint
21 agreement and who has not before that date already entered upon
22 contractual continued service in all of the programs conducted
23 by the joint agreement that the teacher is legally qualified to
24 hold, the probationary period shall be 4 ~~consecutive~~ years,
25 whether consecutive or not, before the teacher enters upon
26 contractual continued service in all of those programs. In the

1 event of a reduction in the number of programs or positions in
2 the joint agreement, the teacher on contractual continued
3 service shall be eligible for employment in the joint agreement
4 programs for which the teacher is legally qualified in order of
5 greater length of continuing service in the joint agreement
6 unless an alternative method of determining the sequence of
7 dismissal is established in a collective bargaining agreement.

8 In the event of the dissolution of a joint agreement, the
9 teacher on contractual continued service who is legally
10 qualified shall be assigned to any comparable position in a
11 member district currently held by a teacher who has not entered
12 upon contractual continued service or held by a teacher who has
13 entered upon contractual continued service with shorter length
14 of contractual continued service.

15 The governing board of the joint agreement, or the
16 administrative district, if so authorized by the articles of
17 agreement of the joint agreement, rather than the board of
18 education of a school district, may carry out employment and
19 termination actions including dismissals under this Section
20 and Section 24-12.

21 For purposes of this and succeeding Sections of this
22 Article, a program of a special educational joint agreement
23 shall be defined as instructional, consultative, supervisory,
24 administrative, diagnostic, and related services which are
25 managed by the special educational joint agreement designed to
26 service two or more districts which are members of the joint

1 agreement.

2 Each joint agreement shall be required to post by February
3 1, a list of all its employees in order of length of continuing
4 service in the joint agreement, unless an alternative method of
5 determining a sequence of dismissal is established in an
6 applicable collective bargaining agreement.

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

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

24 Section 90. The State Mandates Act is amended by adding
25 Section 8.32 as follows:

1 (30 ILCS 805/8.32 new)

2 Sec. 8.32. Exempt mandate. Notwithstanding Sections 6 and 8
3 of this Act, no reimbursement by the State is required for the
4 implementation of any mandate created by this amendatory Act of
5 the 95th General Assembly.