

HB2097



99TH GENERAL ASSEMBLY

State of Illinois

2015 and 2016

HB2097

by Rep. Jim Durkin

SYNOPSIS AS INTRODUCED:

105 ILCS 5/24-11

from Ch. 122, par. 24-11

Amends the School Code. Makes a technical change in a Section concerning teacher tenure.

LRB099 08170 NHT 28321 b

A BILL FOR

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 ~~and~~ the succeeding Sections of this
10 Article:

11 "Teacher" means any or all school district employees
12 regularly required to be certified under laws relating to the
13 certification 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 1
17 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 500,000
8 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 terms
13 shall enter upon contractual continued service in the district
14 or in all of the programs that the teacher is legally qualified
15 to hold, unless the teacher is given written notice of
16 dismissal by certified mail, return receipt requested, by the
17 employing board at least 45 days before the end of any school
18 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 of
23 service and performance, before the teacher shall enter upon
24 contractual continued service in the district or in all of the
25 programs that the teacher is legally qualified to hold, unless
26 the teacher is given written notice of dismissal by certified

1 mail, return receipt requested, by the employing board at least
2 45 days before the end of any school term within such period:

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

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

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

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

24 If the teacher does not receive overall annual evaluations
25 of "Excellent" in the school terms necessary for eligibility to
26 achieve accelerated contractual continued service in

1 subdivisions (2) and (3) of this subsection (d), the teacher
2 shall be eligible for contractual continued service pursuant to
3 subdivision (1) of this subsection (d). If, at the conclusion
4 of 4 consecutive school terms of service that count toward
5 attainment of contractual continued service, the teacher's
6 performance does not qualify the teacher for contractual
7 continued service under subdivision (1) of this subsection (d),
8 then the teacher shall not enter upon contractual continued
9 service and shall be dismissed. If a performance evaluation is
10 not conducted for any school term when such evaluation is
11 required to be conducted under Section 24A-5 of this Code, then
12 the teacher's performance evaluation rating for such school
13 term for purposes of determining the attainment of contractual
14 continued service shall be deemed "Proficient".

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

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

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

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

6 (h) If, by reason of any change in the boundaries of school
7 districts or by reason of the creation of a new school
8 district, 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 certificated employment of such teacher for such joint
26 agreement whether the employer of the teacher was the joint

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

1 24-12 of this Code and the applicable honorable dismissal
2 policies of 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 be
11 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 teacher
25 is qualified.

26 (Source: P.A. 97-8, eff. 6-13-11; 98-513, eff. 1-1-14.)