

ARTICLE VI ASSIGNMENT, VACANCIES, TRANSFER, AND REDUCTION IN FORCE

Seniority

A Licensed

For the purpose of this Section, seniority shall be defined as the current period of continuous contractual service in the District, and in cases where two or more teachers have equal length of current continuous contractual service in the District, the following criteria in the order listed shall apply.

1. Length of teaching service in the District prior to the current continued contractual service time.
2. Prior elementary and secondary public school teaching experience during which time the individual held a valid state-issued teaching certificate.
3. Other teaching experience in private elementary and secondary schools, or college and university experience.
4. Horizontal position on the salary scale.

B. Educational Support Professionals

For the purpose of this section, seniority shall be defined as the current period of full-time and regular part-time continuous service in the District. **In the event of a tie, the District and Association shall draw lots to determine seniority, with the first name drawn to have the most seniority and so on.**

Transfer

For the purpose of this section, a transfer shall be defined as a change in the ~~base school~~ assignment. An involuntary transfer shall be defined as a change in the ~~base school~~ assignment without the prior request of the employee for such a transfer.

Vacancy

For the purpose of this section, the term "vacancy" shall refer to a permanent position which has either been newly created by the Board of Education or which the Board previously created and intends to continue but which will be vacated by the incumbent. The term "vacancy" does not refer to any position temporarily vacated by an individual being granted sick leave. When the person on sick leave indicates that they do not intend to return, the position will be treated as any other vacancy. **A vacancy shall not include**

positions filled with a voluntary or involuntary transfer.

6.1 Notice of Vacancies: Transfers

A. Licensed

~~An employee that has or will have tenure at the start of the school year in which a vacancy is posted shall have the right to bid subject to the relevant factors below. All other employees may submit a letter of interest for any vacancy.~~

- ~~1. In accordance with the School Code, 105 ILCS 5/24-1.5, the District will use an interview team led by the Human Resources Director when filling a bargaining unit vacancy if needed to determine relevant factors. the following factors are to be considered by the administration in filling teacher vacancies: qualifications, certifications, merit and ability (including performance evaluations, if available), relevant experience, provided that the length of continuing service with the school district must not be considered a factor, unless all other factors are determined by the school district to be equal. The school district's decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance resolution procedures adopted pursuant to subsection (c) of Section 10 of the Illinois Educational Labor Relations Act, provided that, in making such a decision, the district did not fail to adhere to procedural requirements in the collective bargaining agreement relating to the filling of new or vacant teaching positions. diversity in the building and/or grade level and other relevant factors such as:~~
 - ~~a. Teaching skills appropriate for the assignment.~~
 - ~~b. Special qualifications for extra duty assignment.~~
 - ~~c. Prior experience in the teaching field.~~

~~When all other factors are equal, seniority will prevail.~~

- ~~2. Vacancies shall be posted internally and may be posted externally as they occur beginning the first week of January 1 through July 31. The vacancy notice shall be posted at least five (5) workdays prior to the employment of an applicant from outside the District. Interested applicants shall comply with the bid specification in writing within the five (5) work days after posting of the Notice.~~

~~Any licensed employee hired to fill a vacancy between August 1 and December 1, where the vacancy is not the result of an internal transfer or change in retirement date, shall have the right to retain that same position if the individual has all the certifications and qualifications of the vacancy~~

~~at the beginning of their employment with the District and subject to all other provisions of this Agreement.~~

Vacancy notices which occur after the last day of school will be posted and emailed to district employees utilizing their district email address.

~~A list of in-district applicants shall be sent to the Association President after the close of the vacancy posting.~~

3. Vacancies which occur after ~~December 1~~ of the **start of the** current school year may be filled by a temporary assignment until the end of the current school year.

B. Educational Support Professionals

The Human Resources Office shall provide lists for posting in all school buildings and shall send to the Association, upon request, a list of all vacancies as they occur ~~and a list of all in-district applicants at the close of the bid period.~~ No posted vacancy shall be filled on a permanent basis until such vacancy shall have been posted **internally and externally** for a least five (5) working days.

~~The District will use an interview team led by the Human Resources Director when filling a bargaining unit vacancy.~~ **Employees interested in applying for a vacancy shall submit a letter of interest to the Human Resources Department.**

1. Applicants must meet the qualifications as listed on the posted bid. The qualifications shall be consistent with the current job description. The following factors are to be considered by the administration in filling Educational Support Professional vacancies: qualifications, certifications, merit and ability (including performance evaluations, if available), relevant experience, **provided that the length of continuing service with the school district must not be considered a factor, unless all other factors are determined by the school district to be equal.** ~~diversity in the building and/or grade level and other relevant factors such as:~~
 - ~~a. Service area needs of the District.~~
 - ~~b. Special qualifications for extra duty assignment.~~
 - ~~c. Skills appropriate for the assignment.~~
 - ~~d. Prior experience in the field.~~
2. Probationary employees shall not be considered for vacancies unless the placement results in additional compensation. The successful applicant for a lateral or lower paid position must hold that position the remainder

of the current fiscal year prior to being considered an applicant for another vacant lateral or lower paid position.

3. No position requiring fewer than three (3) hours per day shall be bid.
4. No involuntary transfer shall be made without due consideration and reasons given in writing. An individual affected by an involuntary transfer shall be notified immediately.
5. Qualifying test scores shall be valid for the remainder of the individual's ~~employment~~ continuous **employment** ~~service~~ with the District.
6. ~~Paraprofessionals shall not be considered for vacancies, if they have already been the successful bidder of a position during the current school year until the end of the school year. Vacancies will be posted as they occur. Vacancies which occur after the completion of~~ **start of** the current school year may be filled by a temporary assignment until the end of the following school year. ~~The vacancy notice shall be posted at least five (5) days prior to the employment of an applicant from outside the district. Interested applicants shall comply with the bid specifications in writing within the five (5) work days after posting of the Notice.~~

6.2 Involuntary Transfers

A. Licensed

1. When an involuntary transfer of a ~~tenured~~ teacher not associated with a reduction in force is made necessary, the following guidelines shall apply. ~~Any involuntary transfer not within these guidelines shall be made on the basis of seniority in the District.~~

If a surplus area is reopened prior to the start of the year in which the transfer goes into effect ~~or within the first two (2) weeks of that school year~~, the involuntarily transferred teacher shall have the opportunity to return to that same position.

If a regular classroom teaching position in a given elementary building is eliminated, the regular classroom teacher of that grade level who has the least seniority shall be subject to an involuntary transfer.

The teacher, if more senior than another teacher at the same grade level, in the District, shall be assigned to the position occupied by the least senior teacher of that grade level in the District, and the teacher so replaced may be assigned to any position for which that teacher is legally qualified.

2. If a special area elementary teaching position such as library, physical education, Title I, etc., in a given building is eliminated, the teacher shall be subject to an involuntary transfer within the following limitations:
 - a. If there is only one teaching position of the given specialty that has been eliminated, the teacher holding that position is subject to an involuntary transfer.
 - b. If there are two or more teaching positions of the given specialty and not all positions are eliminated, the teacher with the least seniority shall be subject to an involuntary transfer. The teacher, if more senior than another teacher in the same specialty area in the District, shall be assigned to the position occupied by the least senior teacher of that specialty area and the teacher so replaced may be assigned to any position for which that teacher is legally qualified.
3. If a teaching position in a given middle school level (grades 6-8) is eliminated, the teacher of that grade level with the least seniority who legally qualifies to teach equivalent subject areas as the teacher whose position is to be eliminated shall be subject to an involuntary transfer.
4. If a teaching position is eliminated in a given department at the high school (grades 9-12), the seniority of all teachers in that department shall be determined. The teacher with the least seniority shall be subject to an involuntary transfer. Teachers legally qualified to teach specialized subjects for which there are no other teachers in the department legally qualified when such specialized subjects are to be included in the departmental offerings for the year under consideration shall be exempt from an involuntary transfer.
5. If a program such as art, instrumental music, media services, etc., at one or more organizational levels (elementary, middle school, high school) is eliminated, the teachers in that program shall be subject to involuntary transfers within the following limitations:

The teacher whose position has been eliminated, if more senior than another teacher in the same program at a different organizational level, shall be assigned to the position occupied by the least senior teacher in the program at the different organizational level, and the teacher so replaced may be assigned to any position for which that teacher is legally qualified.
6. Insofar as possible, an involuntarily transferred teacher shall be assigned in any position requiring the major or minor field of the teacher's preparation on the basis of seniority.

7. No provision of this Section shall supersede the right of the administration to transfer teachers to meet the requirements of State Board of Education rules, regulations, or written directives.
8. A determination of legal qualifications for teacher assignment shall be based on transcripts on file in the Human Resources Office of the District Administrative Center by January 1 of the school year.

A teacher who is to be involuntarily transferred shall be notified of the transfer as soon as practicable and shall be released by the Board of Education from contractual service upon request. Reasons for such transfer shall be provided in writing.

B. Educational Support Professionals

An involuntary transfer is a transfer that is not voluntary on the employee's part.