

## **TRANSFER PROCESS/STAFFING TIMELINE FOR 2010-2011 SCHOOL YEAR**

Date: February 17, 2010

To: All U-46 Administrators and ETA members

From: U-46 Department of Human Resources and the Elgin Teachers Association

Re: ETA Transfer Reassignment Process

This document is intended to tie together the various resources available to ensure the integrity of the Reassignment and Transfer process as outlined in the collective bargaining agreement between U-46 and the Elgin Teachers Association. As always, please do not hesitate to contact the Department of Human Resources or the Elgin Teachers Association for clarification of any step in the agreed upon process.

Resources:

1. Timetable
2. Flowchart
3. Contract Language

# TRANSFER PROCESS/STAFFING TIMELINE FOR 2010-2011 SCHOOL YEAR

## Timetable

Tuesday <b>12/15/09</b>	Notification letters for those who have not signed their contract. If contract is not signed by 2/01/10, they may be dismissed as permanent substitutes at the 3/01/10 Board of Education Meeting.
Friday <b>1/08/10</b>	Principals and Supervisors are sent a copy of certified staffing timeline for school year 2010/2011.
Monday <b>1/11/10</b>	Letters are sent to all certified staff on leave that have a February 1 <sup>st</sup> deadline for notifying the District of their intention to return from leave or resign, reminding them of the deadline. (March 1 <sup>st</sup> is the deadline for job share requests)
Friday <b>1/15/10</b>	Final Seniority Lists are distributed <u>by building</u> to Principals and Supervisors.
Monday <b>2/01/10</b>	Dismissals for limited-contract certified staff at the regularly scheduled Board of Education meeting.
Tuesday <b>2/02/10</b>	Dismissal letters delivered to all dismissed teachers.  Updated posting of all vacancies available within building or department. This is the beginning of <b>In-building reassignment</b> .

### Special Notes:

1. Teachers in first year one year only contracts and post-October 1 hires do **NOT** participate in the ETA Transfer Reassignment Process.
2. Continuing contractual teachers in one year only positions do not enter into the ETA transfer reassignment process until Step 2: Voluntary Transfer.
3. Teachers at the site may change assignments with the consent of the supervisor.

### STEP 1 IN ETA TRANSFER/REASSIGNMENT PROCESS FLOWCHART : IN-BUILDING REASSIGNMENT

*The date for this step has been updated!*

**Friday  
2/19/10** Deadline for **In-building reassignments**. Notification in writing is due to Human Resources of any reassignments and remaining vacancies that are available in each school building by 4:00 p.m.

**Tuesday  
3/16/10** Vacancy list made available for **Voluntary Transfer** and interviews begin.

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### STEP 2 IN ETA TRANSFER/REASSIGNMENT PROCESS FLOWCHART: VOLUNTARY TRANSFER

- Thursday  
**4/08/10**      Voluntary transfer interviews should be completed. All principals'/supervisors' selections, as a result of interviews, **MUST** be in the Human Resources Office by 3:00 p.m.
- Monday  
**4/12/10**      Voluntary transfer meeting is scheduled in HR Conference Room, 11:00 a.m. - 3:30 p.m.

### STEP 3 IN ETA TRANSFER/REASSIGNMENT PROCESS FLOWCHART: REDUCTION IN BUILDING

- Thursday  
**4/15/10**      Updated posting of all vacancies made available for second round of **In-building Reassignment** by end of day.

### STEP 4 IN ETA TRANSFER/REASSIGNMENT PROCESS FLOWCHART: In-Building Reassignment (Round Two)

- Monday  
**4/19/10**      Deadline for second round of in-building reassignments. Notification in writing to Human Resources of any reassignments and remaining vacancies that are available in each school building by 3:00 p.m.
- Friday  
**4/23/10**      Involuntary Transfer letters and a list of vacancies will be emailed to all displaced teachers.

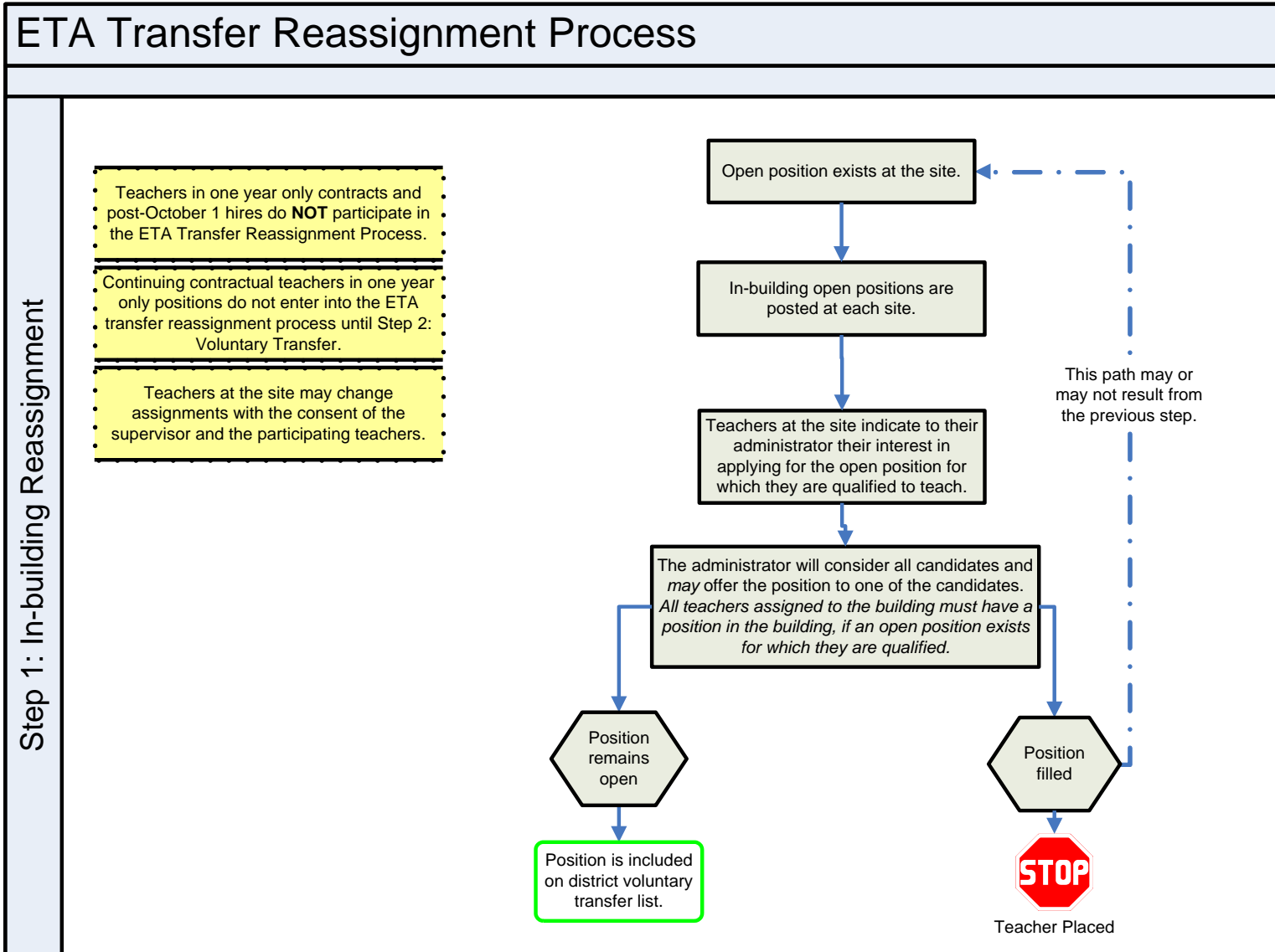
### STEP 5 IN ETA TRANSFER/REASSIGNMENT PROCESS FLOWCHART: INVOLUNTARY TRANSFER (IVT)

- Tuesday  
**4/27/10**      **Involuntary Transfer Meeting** for displaced teachers. They will choose from a list of available vacancies. Selections of positions will be made in order of seniority. The meeting will be held at 3:30 p.m. in the HR Conference Room at the ESC.

### STEP 6 IN ETA TRANSFER/REASSIGNMENT PROCESS FLOWCHART: POST IVT – PRE JULY 15<sup>TH</sup> POSTING

- Ongoing  
**4/30/10**  
thru  
**7/15/10**      It is at this stage that members on a recall list may be recalled into any open positions.
- Friday  
**4/30/10**      Vacancy list made available of ALL remaining unfilled positions.  
**Hiring from the outside begins.**

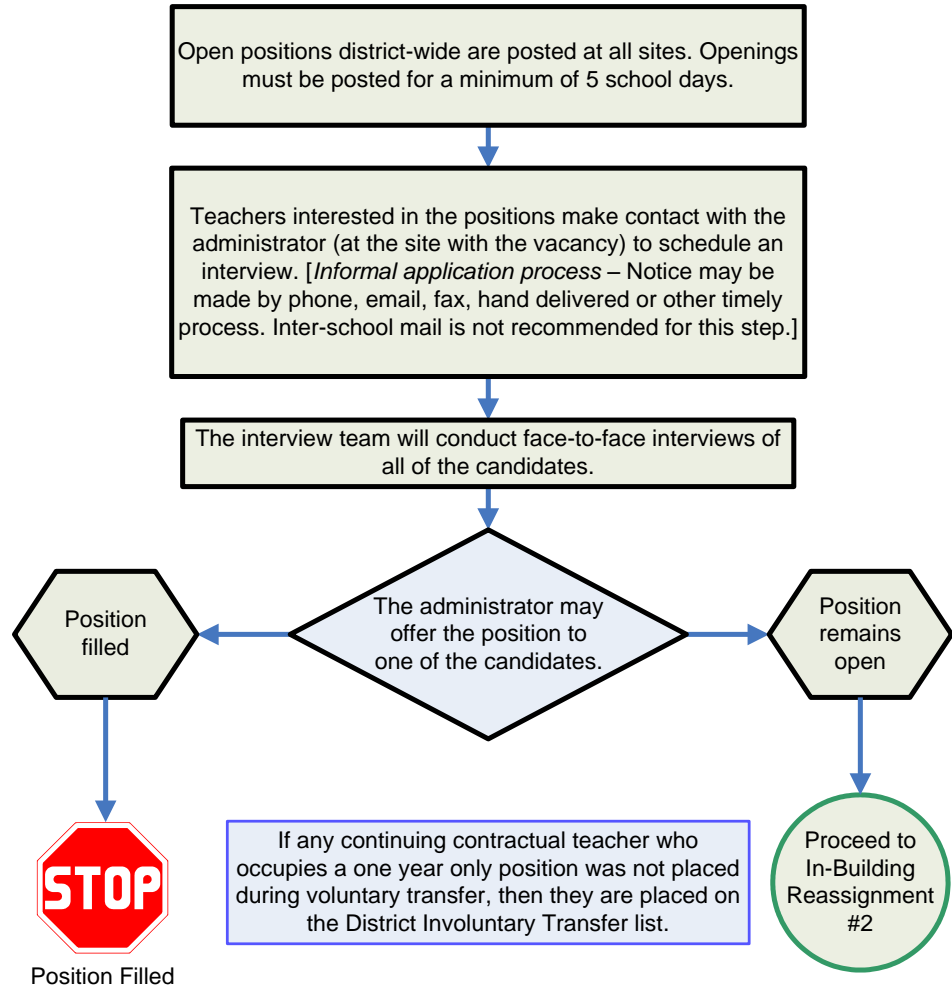
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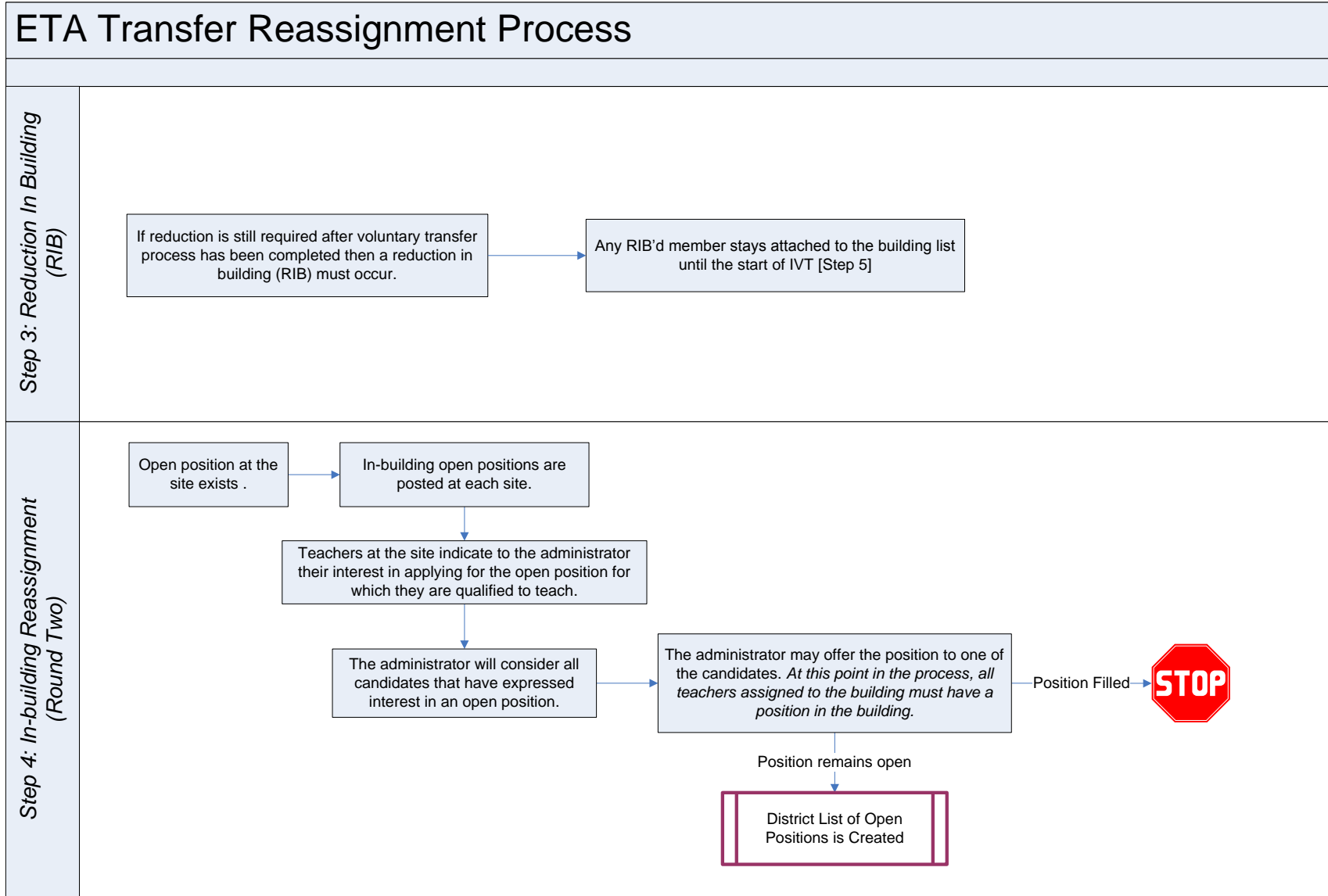
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## ETA Transfer Reassignment Process

Step 2: Voluntary Transfer



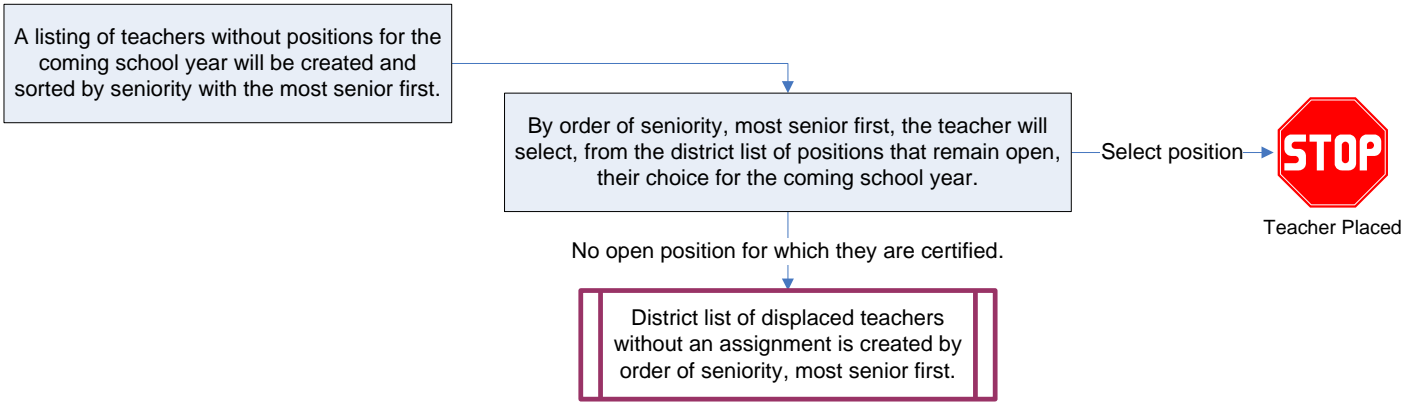
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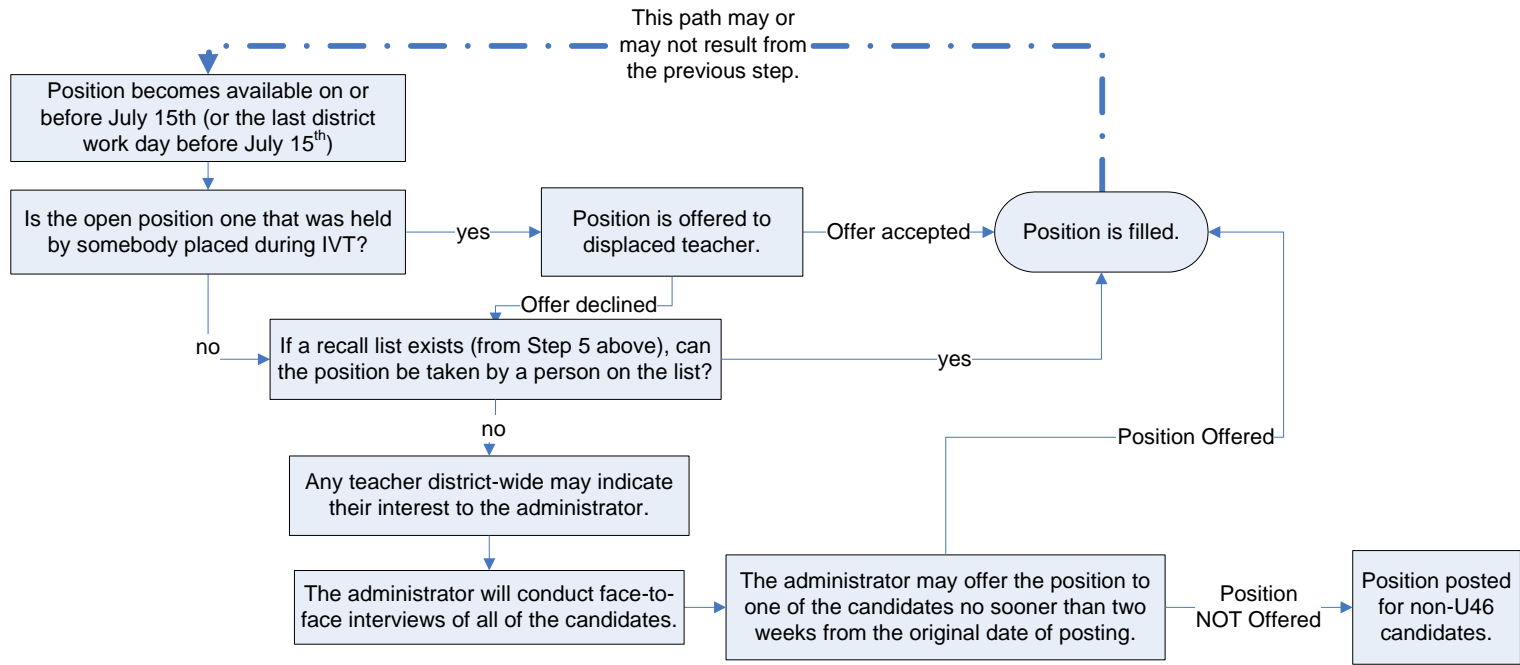
## TRANSFER PROCESS/STAFFING TIMELINE FOR 2010-2011 SCHOOL YEAR

### ETA Transfer Reassignment Process

Step 5: Involuntary Transfer (IVT)



Step 6: Post IVT – Pre-July 15<sup>th</sup> Postings



# **TRANSFER PROCESS/STAFFING TIMELINE FOR 2010-2011 SCHOOL YEAR**

## **ARTICLE XII**

### **Reassignments and Transfers**

#### **12.1 DETERMINATION OF SENIORITY**

Length of continuous service shall be computed from the most recent date on which the teacher commenced working on a full time basis, and will apply irrespective of intervening transfers from one area to another; in the event two or more teachers possess the same length of continuous service, the length of service will be computed from the date of hire. If the date of hire is the same, the date upon which the teacher(s) signed a contract shall be used. Sabbaticals and other leaves shall not generate additional seniority nor break the continuous service record of any employee. A teacher shall continue to accrue seniority when temporarily serving in a non-bargaining unit administrative position for a period not to exceed ninety (90) consecutive days. If a teacher temporarily serves in a non-bargaining unit administrative position for a period of not more than twenty-four (24) consecutive months and returns to the bargaining unit, he/she shall retain his/her accrued bargaining unit seniority. If a teacher serves in a non-bargaining unit administrative position in the District for a period of more than twenty-four (24) consecutive months and returns to the bargaining unit, he/she shall retain up to two years of previously accrued seniority.

#### **12.2 CERTIFICATION REQUIREMENTS**

No new teacher shall be employed who is not fully certificated in the grade level and/or subject area to which he/she is to be assigned, and the Board shall not employ a teacher with a provisional certificate except where equally qualified teachers with full certification have not applied and except in cases of vocational training where state requirements have been met and where equally qualified teachers with full certification have not applied.

#### **12.3 ASSIGNMENT WITHIN SCOPE OF CERTIFICATION**

No teacher shall be assigned to teach in a grade level and/or subject area not within the scope of his/her teaching certificate or of his/her major or minor field of study, except in a temporary emergency.

#### **12.4 NOTICE OF ASSIGNMENTS**

All teachers shall be given written notice of any change in their school or schools, grade level and/or subject area assignments for the forthcoming semester no later than January 1 for the second semester or June 1 for the first semester. In no event shall changes in teachers' assignments be made, unless an emergency situation occurs.

#### **12.5 REASSIGNMENT**

A reassignment shall be defined as a change in grade level and/or subject area assignments.

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- (a) When a reassignment is necessary due to a reduction in the number of teachers at a grade level and/or subject area, all volunteers shall be considered first.
- (b) In the absence of volunteers:
  - (1) Teachers will be reassigned on the basis of district seniority (from lowest to highest), except where a more senior teacher possesses demonstrable qualifications which may allow for his/her reassignment.
  - (2) If reassignment is based on qualifications (written) the teacher shall have the option to grieve.
  - (3) In all cases where a teacher utilizes the grievance procedure and is awarded the relief sought, seniority shall prevail in reassignment.
- (c) If a teacher has an assignment in more than one grade level/department, the teacher is considered to be in both grade levels/departments. For example, an elementary teacher who teaches a 2/3 split is considered to be in both grades 2 and 3. If the 2/3 split is eliminated, the affected teacher is considered to be in both grade levels and can exercise his/her choice to remain at either grade level if he/she has more seniority than the other teachers at the second and third grades.

### **12.6 TRANSFERS**

A transfer shall be defined as a change from one building to another.

#### **12.61 Posting of Vacancies**

The Superintendent or his/her designee shall post in all school offices and faculty rooms, all known vacancies which will occur. Such vacancies shall be posted at least two (2) weeks prior to filling the vacancy on a permanent basis, provided that the position may be filled on a temporary basis until a permanent assignment is made.

#### **12.62 Preference to Current Employees**

No assignment of new teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration.

#### **12.63 Transfer/Reassignment Criteria**

The selection of a candidate to fill a vacancy shall be based upon the background, professional qualifications, mutual agreement of the teacher and administration, opportunity for professional growth and experience.

#### **12.64 Transfer Selection Procedure**

By April 15 for first semester transfers and November 15 for second semester transfers, the Human Resources Office shall compile and post a list of all available positions in the

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district by grade level and/or subject area and building. All teachers requesting follow-up interviews through the Human Resources Office will be granted such.

### **12.65 Transfers**

Involuntary transfers will be made only to prevent undue disruptions of the instructional program. It is therefore agreed as follows:

#### *Voluntary*

- (a) The district shall prepare and post a list of all available positions known to the district. Teachers may apply, on a voluntary basis, for reassignment to positions on the above posting within their building/department.
- (b) Volunteers from all buildings shall be considered first. Volunteers shall apply for positions from a list of all available positions known to the district after (a) above. At the completion of the voluntary step, teachers may apply for voluntary reassignment within the building/department.

#### *Involuntary*

- (c) After all volunteers have been considered, the least senior teacher(s) in the building(s)/department(s) still requiring reductions shall be involuntarily transferred. This may create reassignment within the building/department.
- (d) When involuntary transfers are necessary, lists of positions in other schools shall be made available to all teachers being transferred. In filling such positions, all persons who are to be involuntarily transferred shall be offered the available positions in order of district seniority - most senior to least senior. All persons being involuntarily transferred shall be placed prior to newly hired teachers and no later than June 1.

### **12.66 Experimental Program Transfers**

Any teacher transferred to an experimental or temporary program of the district shall be replaced by a full time teacher employed on an annual basis and shall be entitled to return to the teacher's former position if the position exists or to a mutually agreed upon position upon termination or reduction of such programs. New teachers employed in such terminated or reduced programs shall be placed in appropriate vacant positions in the district.

### **12.7 EVENING/SUMMER SCHOOL, EXTRA-DUTY/EXTRA-PAY ASSIGNMENTS**

Evening school and summer school assignments shall not be obligatory but shall be with the consent of the teacher. A qualified volunteer shall be accepted for any extra pay for extra duty positions before a qualified non-volunteer may be required to accept the position.

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### **12.8 NOTIFICATION OF TRANSFER OR REASSIGNMENT**

Teachers who have requested transfer or reassignment shall be notified in writing of the administration's action on said transfer or reassignment as soon as action is taken, but no later than by December 15 for second semester assignments and by August 1 for first semester assignments. In the event positions become available after June 1 and January 1 respectively, all requests for transfer still pending shall be given due consideration through the procedures designated in 12.6.

### **12.9 SPECIAL SERVICES DEPARTMENTS**

For the purpose of Article XII, special services (LD/BD/EMH, early childhood, music, art, social work, PE, Title I, Bilingual, etc.) will be considered district-wide buildings.

12.9.2 A reassignment in the Special Services Departments is defined as a change in a position within a building within the Special Services Departments.

12.9.3 A transfer in the Special Services Departments is defined as a change from one building to another within the department.