August 28, 2026: Teacher Contract Negotiations Update

We want our families and community to have accurate information regarding the status of negotiations and reports of a possible strike vote.

CLARIFICATION & STATUS

Strike Vote vs. Strike

A strike vote is not a strike. Under Illinois law, a formal process must occur before any action can take place.

Negotiations are ongoing. The District and the Union continue to negotiate a collective bargaining agreement.

The District has **not received notice** of a strike vote or intent to strike.

STICKING POINT:

Involuntary Transfer Language

FINANCIAL PROPOSAL

Most Recent Union Offer

5%, 5%,4.75%, & 4.75%

Most Recent Board Offer

4.25%, 4%,4%, & 3.75%

OUR MISSION

District Commitment

Fair & Responsible: We remain dedicated to a bargaining process that is fair to employees and responsible to taxpayers.

Transparent Updates: The teacher negotiations webpage will be updated as soon as verified information is available.

What Does “Involuntary Transfer” Mean?

When student needs require staffing shifts, the District may need to move a teacher to a different position.

Under the Current Contract:

- Must follow **seniority and qualification rules** to determine who is transferred.
- Starts directly with the **position being reduced or eliminated**.
- The **least senior teacher who is qualified** is automatically identified.
- The District **does not have discretion** to select another teacher who might be a better fit elsewhere.

Bottom Line:

The contract determines the starting point for an involuntary transfer, not the District's preference on who may best meet the needs of the students.

INVOLUNTARY TRANSFERS:
A NORMAL PART OF SCHOOL DISTRICTS

Involuntary transfers are a normal and necessary part of how school districts operate.



- **Common in Our Area:** School districts in Lockport, Will County, and throughout Illinois use involuntary transfers when staffing needs change.
- **Based on Student Needs:** Decisions are made to ensure we have the right staff in the right places for our students.
- **Not Personal:** Transfers are based on positions and contracts—not personal preferences.
- **Part of Sound Management:** It helps districts balance enrollment, budgets, and programs responsibly.
- **Statewide Practice:** Involuntary transfers are allowed and used by school districts across Illinois.

Our goal is always the same:
Use our resources wisely so every student has the best opportunity to learn and succeed.

STRONG SCHOOLS. • STRONG COMMUNITY. • STRONG FUTURES.

How the Current D92 Transfer Language Works

Current Contract (Seniority Only)

Scenario Example:

A school must eliminate one 5th grade teaching position and move a teacher to 3rd grade due to enrollment changes.

3 Qualified 5th Grade Teachers:

- Teacher A — 15 years in the District
- Teacher B — 8 years in the District
- Teacher C — 3 years in the District

The Outcome: Seniority strictly determines the transfer. **Teacher C**, with the least service (3 years), is automatically transferred.

What is the District Proposing?

A Multi-Factor, Adaptive Approach

The District wants the ability to consider more than just seniority when making transfer decisions to best meet student needs.

Proposed Decision Criteria:

Student Needs + Qualifications + Experience + Position Needs + Seniority

The Ultimate Goal:

To give the District flexibility to place the right teacher in the right position to best serve D92 students.

How Do Other Area School Districts Handle Teacher Assignments & Transfers

A Balanced Approach

Other school districts in our area and across Illinois utilize flexible staffing models that look beyond simple seniority:

- **Student-Centered:** Decisions prioritize direct educational impact.
- **Multi-Factor:** Integrates qualifications, specialized experience, and school needs.
- **Adaptive:** Enables quick response to changing student populations, enrollment, and needs.

The Goal for D92

To align our district with standard practices that serve students first.

Key Benefits:

• Places the right educator in the right classroom environment.

• Avoids automatic, seniority only transfers that disrupt schools and may not be in the best interest of staff or students.

• Maximizes the unique strengths of every teacher.

D92 Board Proposed Teacher Transfer Language Change

Current Language

1. A teacher may be involuntarily transferred to another building, grade level, or subject area.
2. Involuntary transfers shall be based on seniority and qualification. In the event more than one teacher is qualified, seniority (length of service in the school district) shall prevail. Reassignment, in that case, shall be in inverse order of seniority.

Proposed Board Language

1. A teacher may be involuntarily transferred to another building, grade level, or subject area when necessary to meet programmatic, enrollment, or student needs within the District.
2. Involuntary transfers shall be based upon the consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations, if available), and relevant experience, provided that the length of continuing service with the school district will not be considered as a factor, unless all other factors are determined by the school district to be equal.

Homer 33C

B. Involuntary Transfer

In the event an involuntary transfer becomes necessary, the Superintendent or another designated District Administrator (for transfers between buildings), or the Building Principal (for transfers within a building) will hold a scheduled meeting with the affected teacher for the specific purpose of discussing the rationale for such transfer, prior to the transfer. Prior to a transfer within a building, the Building Principal shall consult with the Superintendent or other designated District Administrator.

A teacher may, within five (5) weekdays of the notification of the decision on the involuntary transfer, request, in writing, a meeting with the Board of Education in closed session to discuss the involuntary transfer. Such written requests shall be made to the Superintendent.

The Board will hold this meeting with the teacher prior to the transfer becoming effective.

The teacher involved in the involuntary transfer shall have the right of Union representation at all meetings provided for in this provision. The decision to make an involuntary transfer shall be made by the sole discretion of the Board or its designee and shall not be grievable.

The Board will attempt to provide release time during the contractual year/day for a Teacher involuntarily transferred to pack and unpack.

A Teacher who is involuntarily transferred after August 1 but before the start of a school year shall be allowed to resign with a 30-day notice to the District.

Any tenured teacher who is involuntarily transferred shall receive priority consideration in any requested transfer for vacancies that occur within one year of the involuntary transfer. This priority consideration includes the right to the interview process, if any is conducted, for any position that the Teacher is qualified to fill.

Lockport District 91

3.5 Involuntary Reassignments

If, in the opinion of the administration, the involuntary reassignment of teachers becomes necessary, notice of transfer shall be given to the teacher to be transferred as soon as possible. The teacher who is to be transferred shall be given the opportunity to meet with the appropriate administrator to review the reason for the transfer.

Taft School District 90

5. By the last day of any given school year, a tentative schedule of all paid assignments for the coming year will be posted. Teaching assignment is interpreted to mean grade level in grades K-5 and basic subject areas in grades 6-8 as well as paid duty assignment notification. Every effort will be made by the administration to adhere to the assignment given. Any necessary change will be relayed to the teacher involved as soon as possible for planning purposes.

Richland School District 88A

3.4 Vacancies

A. All full and part-time employees will be notified of all vacancies, including paraprofessional, teaching, co-curricular, and administrative positions by an announcement of the vacancy posted on the District Webpage and Applitrack. The announcement will be sent to all staff via District email. Any additional paid assignment and or duty shall be first made available to all district employees.

B. Any employee may request a transfer to another position when a vacancy is available. The request shall be in writing to the Superintendent. In filling vacant or new positions, the Board shall be subject to the relevant provisions of SB7 and HB1197.

C. If a major change in assignment within the building or District is required by the administration, the employee will be notified and given a hearing with the building administrator. If the employee disagrees with the reassignment, he/she shall be allowed to resign without prejudice. The District shall make every effort to give written notice of tentative assignments for the forthcoming year no later than May 15th of the current school year. In the event changes in such assignments are necessary, the employee shall be notified.

New Lenox 122

7.4 Involuntary Transfer/Reassignment

An involuntary transfer occurs when there is a relocation and/or reassignment of an employee without the employee's request. Involuntary transfers that result in relocating an employee to another building or placing an employee in a different position will be made only after a meeting between the employee (s) and the administrator(s)/supervisor(s) involved. At this meeting, the employee will receive a verbal explanation of the reasons and rationale for the transfer or reassignment. If after the meeting, the employee objects to the transfer or reassignment, he/she may appeal, in writing, to the Superintendent. The employee shall receive, in writing, the Superintendent's decision which shall be final and binding on the employee and without basis or cause for the filing of a grievance.

Lemont Bromberek 113A

4.9 Teacher Assignments

The Administration shall notify each teacher no later than 30 days before the end of the school year of the teaching assignment for the following year. If any change in assignment occurs thereafter, the Administration shall notify affected teacher(s) when that change occurs.

If an involuntary change is to occur, the affected teacher shall be notified in person, at a scheduled meeting with Administration. Such meeting shall occur at a mutually convenient time, after instructional time (i.e. the students' day).

Mokena School District 159

11.3 TRANSFERS

Assignment and transfer of employees is solely the prerogative of the Administration. At no time will the Administration make such transfers or assignments without conferring with the teacher or employees involved.

Voluntary Transfers: Employees may request transfers, and will be given due consideration by the Administration. If a request is refused, a written reply containing the reason why the transfer was denied will be given to the teacher.

Tenured employees will not be required to participate in a formal interview if he/she requests to be transferred into a vacant position. Informal interview procedures shall be consistently applied throughout the district.

Involuntary Transfers:

1. When it is necessary to involuntarily transfer or reassign employees within the District, all volunteers shall first be considered.
2. When volunteers are not obtainable, transfers shall be made on the basis of the best qualifications for the position as determined by the Administration.
3. If it becomes necessary to involuntarily reassign an employee, every attempt will be made to notify the impacted employee prior to the end of the current school year. For whatever reason, if an employee receives notification of involuntary reassignment on or after August 1st of the upcoming school year, he/she will receive $500.00 to compensate for time lost in order to move and prepare for a new curriculum and/or grade level. This payment shall be made in the first paycheck following the reassignment.

Lockport Township High School 205

C. INVOLUNTARY TRANSFER POLICIES

1. The involuntary transfer of a Teacher may be necessitated:
    a. when there is a reduction in the number of teaching assignments within a department,
    b. when there is a change in course offerings,
    c. when there is a reduction in pupil enrollment, and/or
    d. by other reasons.

2. Only qualifications on file at the district office at the time of the involuntary transfer will be considered. If all qualifications are deemed to be equal, seniority shall be used as the determining factor. Current Seniority will be defined as the length of service based on the date when employed on a full-time basis as a teacher by Board action. In the event that two or more teachers are hired on the same date, seniority will be determined by a) employment in the district, b) overall TRS creditable service, and c) a coin flip.

3. A teacher may be involuntarily transferred to an assignment in another department, provided the Teacher is qualified to fill the existing vacancy.

4. The Teacher will have a prior right to return to the original department from which involuntarily transferred provided that, in the judgment of the Administration in consultation with the Department Chairperson, the Teacher's qualifications are equal to or exceed those of other candidates and a vacancy exists within one (1) year of the involuntary transfer.

5. The decision to select a particular candidate to fill a new or vacant position is not subject to review under the grievance procedure in Article XII provided that the district has adhered to the procedural requirements in the Agreement relating to the release of personnel.

LINCOLN-WAY COMMUNITY HIGH SCHOOL DISTRICT 210

2 Transfers

Transfers of teachers between buildings and/or departments will be made from time to time as District needs require under the following conditions:

A. Teachers not on probation wishing to be transferred should make this request in writing to the Superintendent who will, in turn, contact the High School Principals. This should be done prior to October 1 for the Spring semester and prior to January 15 for the Fall semester. Teachers will be notified of vacancies as openings become available.

B. The primary consideration in transfer will be the needs of the District.

C. If two or more individuals are seeking a single position, the Building Principals in consultation with the District/Department Chairpersons shall recommend to the Superintendent or designee the individual best suited for the opening on the basis of qualifications for the particular assignment concerned.

D. When qualifications are equal, necessary transfers shall be decided upon a seniority basis.

E. All transfers are subject to approval by the Superintendent.

F. Individuals wishing a review of a transfer as a result of an administrative recommendation may request this by contacting the Superintendent.

G. Job openings will be posted via email.

Our Priority for Our Students:
A Strong Contract. A Strong District. A Strong Future

Throughout negotiations, the District remains committed to:

- **Supporting and valuing our teachers**
- **Being responsible stewards of taxpayer dollars**
- **Meeting the changing needs of our students**
- **Maintaining the flexibility to make the best staffing decisions**

We will continue to negotiate in good faith and keep our community informed as the process continues.

Our goal is to reach an agreement that is fair to our employees, responsible to our community, and always focused on what matters most:

Doing What's Best for Our Students!

If you have any questions regarding negotiations, please reach out to Board President Matthew Dusterhoft at 815-791-6021 or Superintendent Kirsten Frankovich at 815-838-8031.