
ARTICLE VIII: LAYOFF POLICY

1. All layoffs shall conform to the provisions of this contract unless otherwise mutually agreed to by the Association and the Board.
 - a. In the event it becomes necessary to reduce teaching personnel to conform to any constriction in the School, such reduction of teaching personnel shall be made in the following manner.
 - b. No tenured teacher shall be laid-off or reduced in status, i.e., to part-time as long as a non-tenured teacher is retained in the School in any field in which the tenured teacher is qualified.

Qualifications shall be determined by teaching experience and/or academic background as defined in Article IX, Section 2.

Qualifications must be established prior to notification of lay off.

1. Any teacher hired on or after September 1, 1984 shall not accrue the seniority privilege provided by Article 8, Section 1b.

In the event of a lay-off, such teachers will be protected by their State certification and their seniority.

- c. The Administration of the School has the sole authority to determine a reduction in any academic department. If the Administration exercises its authority, it will lay off or reduce in status the teacher or teachers in the affected department in order of seniority within said department. Any teacher so affected may "bump" into another department if he/she is presently qualified, under the terms of this contract, to teach the subject matter and has more seniority than the person he/she is seeking to bump. A teacher may only bump once each time he/she is affected. The teacher or teachers who have been bumped may also bump one time if he/she possesses the qualifications and seniority as provided above. This procedure will be utilized only when a teaching position covered by this bargaining unit is eliminated or reduced in status. Seniority shall be calculated from the first date of employment, which means the first day on the job. It the date of

employment is identical between two or more teachers, the date of contract shall govern. Conflicts in seniority listing at this point shall be resolved by random selection of drawing lots.

- d. No new teacher with comparable qualifications shall be employed to fill a vacancy in the subject area previously staffed by a teacher who was laid-off or reduced in status, due to constriction by the Board, within the previous four (4) years until such time as the open position has been offered, according to seniority, to a qualified teacher who was laid-off. Once such an offer is made and refused, the recall obligation no longer exists. Method of notification will be a certified letter to the last current address. It shall expire ten (10) days from date.
2. No teacher shall be laid-off, reduced in status or displaced by a member of a religious community except if a newly hired teacher accepts his position as a temporary employee, to fill a position previously held by a member of a religious community.

The teacher will hold his position only until a suitable member of a religious community can be found to fill that position. These terms will be stated on the temporary employee's individual contract. If a suitable religious is not assigned to fill the vacancy after two (2) years, the position shall be declared open and filled with a permanent employee.

- a. The assignment of religious to an open position previously held by teachers shall be allowable hereunder provided no teacher is subject to lay-off or is displaced as a result of said assignment.
3. The administration shall give serious consideration to the job security of those covered under this contract by discussing with the Association all possible ramifications should the school post a teaching position with any religious community in the event that a religious is being transferred and not replaced in kind or a position has been vacated by any teacher with no professional avail ability by recall. Similarly, the administration agrees to discuss with the Association representatives those offers made by religious communities to accept religious personnel into positions previously non-existent, with a view to identifying possible employee problems which might ensue.

It is understood that this agreement shall apply only to full or part time teaching employees.

4. No teacher shall be laid-off, reduced in status or displaced due to the assignment of classes to any administrator (as defined in Article I, Section 1.).
5. In the absence of a qualified (as described in Article IX, Section 2) person to fill an open position, no new teacher should be hired to fill an open position or substitution position (as defined in Section 5, below) until the position has first been offered to all teachers who have been laid-off or reduced in status. Order of recall shall be based on seniority.
 - a. If such an offer of employment is refused, the recall obligation shall still exist as per Section 1d., above. If the offer is accepted, the teacher returns with the same step, pay and benefits as a permanent employee.
6. The parties agree that long term substitutes may be hired by the School in substitution for other lay teachers under the following conditions:
 - a. To substitute for an appointed teacher on an approved leave of absence.
 - b. If for any reason a teacher is unavailable or unable to complete his/her assignment, the School may assign a substitute for the balance of the original assignment.
 - c. Such positions must first be offered to qualified teachers on recall. If such a position is refused, however, the recall obligation shall still exist as per Section 1d., above.