

ARTICLE X
Vacancies, Transfer, Layoff and Recall

Transfers (Definition) - Transfer shall mean the movement of a teacher from one administrative unit to another, or from elementary to secondary education or secondary to elementary education, or from a classroom to a non-classroom position, or vice versa, within the bargaining unit.

A grade level to grade level change within an elementary administrative unit, or a change in subject area in a secondary administrative unit shall not be considered a transfer. Special education support staff changes in grades serviced or in assigned administrative units shall not be considered a transfer. For purposes of this Article, elementary shall be defined as grades K-5 and secondary as 6-12.

Section 1 Teachers interested in a transfer shall send a written request to the Director of Human Resources, copy to the BEA president, by March 15th for consideration for the following school year. Teachers filing transfer requests shall be notified by the Director of Human Resources at the end of each year as to the current status of their request and options available. Transfer requests including displaced teachers will be considered first for prospective vacancies. The vacant positions remaining from the granted transfers will be posted as outlined in Section 7 of this Article.

Section 2 When a teacher requests a transfer, a written notice of said transfer or refusal thereof shall be given to the teacher prior to filling the position. If the transfer is not granted, the reason shall be given to the teacher,

in writing, with notification sent to the Association. The teacher may, upon notice to the Human Resource Office, ask that their transfer request remain on file in the event that the vacancy reoccurs.

Section 3 Any teacher who shall be transferred to an administrative position, and shall later return to teacher status, shall be entitled to retain such rights as he/she would have had under this agreement had he/she not transferred to an administrative position.

Section 4 Involuntary Transfers - Involuntary transfer shall mean a transfer initiated by the Board, or its designee, which the teacher has not requested.

Before an involuntary transfer is effected, there shall be a meeting of the teacher, his/her representative, and the Superintendent, or his/her designee, at which time the teacher shall be advised of the reason for the proposed transfer.

An involuntary transfer will be made only to implement the best interests of the educational program, or be made due to declining enrollment.

Should a grievance arise as a result of an involuntary transfer, the Board agrees to deal with each step of the grievance procedure as rapidly as possible.

A teacher who has been involuntarily transferred or reassigned within the Special Education Department shall be given the first preference to return to any opening for which he/she is certified and qualified that may occur in the building, department, or grade level from which the teacher was transferred each school year that the teacher has provided written request of such return to the Director

of Human Resources by the previous April 15. Such return shall occur according to seniority. If a teacher refuses to return to his/her previous placement, said refusal will result in repeal of his/her rights under this section.

Section 5 Vacancies - In filling professional vacancies, or newly created professional positions, the Board shall continue to seek out the best qualified candidates available. All qualified teachers shall be given an opportunity to make application for such positions.

Section 6 Vacancies within the bargaining unit shall be filled on the basis of the qualifications of the applicant and length of service in the district. An applicant with less service in the district shall not be awarded such position over a more senior applicant unless his/her qualifications shall be superior and this fact be communicated to the Association through its representative.

In making such assignments, qualifications being equal, preference will be given to teachers regularly employed in the district.

Section 7 Vacancies, including bargaining unit supervisory positions, shall be posted with accompanying job descriptions. Qualifications appearing on all job postings shall be clear and well defined. Selection shall be based on the qualifications as posted and the seniority of the applicants if qualifications are equal. The vacancy will be posted throughout the buildings of the district and to the Association for a minimum of ten (10) school days. This posting requirement shall not be in effect should a teacher on the recall list be qualified and certified for the vacancy.

Section 8 Vacancies which occur during the summer shall be communicated to the Association by the Board of Education. In addition, a staff member may notify the Personnel Office prior to the close of the school year if he/she desires to be notified of any vacancy(s). Such notices shall be mailed to the summer address listed for the staff member. Fourteen (14) calendar days will be allowed for response by any interested parties.

Section 9 Reduction of Personnel

- A. In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall notify the BEA President/or Designee of the proposed layoffs and schedule a meeting to review the names of those BEA members affected. The Board shall follow the procedure listed below, and layoff shall occur according to certification and qualification.
1. Teachers not holding a regular Michigan provisional, continuing or qualified certificate will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all the needed duties of the laid off teacher.
 2. If reduction is still necessary, then probationary teachers with the least number of years seniority in the Berkley

School System will be laid off first, provided there are remaining fully qualified, fully certified teachers to replace and perform all of the needed duties of the laid off teachers.

3. If further reduction is still necessary, then tenured teachers with the least number of years of seniority in the Berkley School District will be laid off first, provided there are fully qualified, fully certified teachers to replace and perform all the needed duties of the laid off teachers.

B. Fully qualified and fully certified teachers shall be defined as follows:

1. Teachers who have earned a provisional or continuing teacher certificate in a given subject area, and
2. Who have completed eighteen (18) semester hours of college credit in a given subject area or have taught in the subject area or grade level (elementary) on a regular basis within the last five (5) years preceding the layoff, and
3. Who have earned the minimum credit hours required by the North Central Association. A person receiving a North Central Association citation shall be given one year to correct the deficiency.

- C. Should a qualified teacher be placed in a position for which he/she has had no experience or training for the past five (5) years that teacher may be required to update his/her training over the next

twelve (12) month period at Board expense.

- D. Only when no qualified Berkley teacher is available may an unqualified teacher be placed in a position. Should a teacher be placed in a position for which that teacher is not qualified, that teacher shall have a twelve (12) month period in which to become qualified. Exceptions to the twelve(12) month time limit may be made only in unusual circumstances as determined by the Director of Human Resources.
- E. Seniority shall be defined as total years of service in the Berkley School District in a certified position computed from the date and time of hire. Part-time contractual employment preceded and followed by full-time employment shall not interrupt years of service. Professional leaves, sabbatical leaves or military leaves shall not be considered as interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the date and time of hire minus the time of such leave. If a person resigns, or otherwise leaves the employ of the district other than on an approved leave of absence and subsequently returns, seniority is computed from the date and time of hire after returning to the employ of the Board.
- F.
 - 1. In the event of layoff, the Board shall institute a recall procedure which will be in the inverse order of the above

layoff procedure. Prior to recall, voluntary transfer of those teachers previously involuntarily transferred may be granted. Also, other voluntary transfers may be granted, so long as such transfer does not result in the recall of a teacher with less seniority. In no case shall a new teacher be hired in a subject area until all laid off teachers certified and qualified in that subject area have been recalled or decline the opening.

2. In no case shall a teacher remain on layoff when a teacher with less seniority is employed in a position for which that teacher is certified and qualified.
3. In the event that more than one (1) teacher holds an identical seniority date, a lottery will be conducted among such teachers, prior to layoff, in order to determine the order of layoff and recall.
4. The Association President shall be notified prior to each recall. Teachers who are on layoff from other Oakland County school districts will be considered for vacant teaching positions for which they are qualified and certified as those vacancies occur. It is the responsibility of the Association to provide the Board with current lists of Oakland County laid off teachers.

- G. Teachers being recalled prior to the first day of the school year, will be given fourteen (14) days from the receipt or twenty (20) days from the mailing (whichever is shorter) of a registered letter of recall to indicate their acceptance or rejection of reemployment. Those being recalled following the first day of the school year shall have ten (10) days from the receipt or fourteen (14) days from the mailing (whichever is shorter) of the registered letter of recall to respond. Failure to respond within the time periods will end the employee's seniority rights, except that a teacher who is sick shall notify the Board of his/her intent to return as soon as possible and, from the date of his/her notifying the Board, shall be deemed to be on sick leave. A substitute shall be hired in his/her place until he/she returns from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.
- H. Layoff means removal from the payroll with the retention of all employment rights. Teachers laid off also have the right to purchase health insurance at the group rate for as long as permitted by the carrier. Such rights shall extend for five (5) years from the effective date of layoff.
- I. The Board must notify each teacher to be laid off no later than May 30 of the school year prior to the school year in which the layoff is to become effective. If the Board can present evidence of financial

difficulty, in accordance with the tenure law, the sixty (60) day notice, as it pertains to tenured teachers, may then be given at any time during the year.

- J. For purposes of layoff and recall, probationary teachers with one semester or more of previous experience shall be considered as second year probationary status.
- K. In the event staff reduction is necessary during the school year, for financial reasons as determined by the Board and after consultation with the Association, the class size provisions (Article VIII - Section 2) will be waived during the year in which such conditions exist.
- L. It is intended that this Article takes precedence over and governs the individual teaching contracts and the individual teaching contract is expressly conditioned by this Article.
- M. Upon request, laid off teachers shall be placed on the district's substitute list and shall be offered voluntary substitute work on a seniority basis prior to that work being offered to non-bargaining unit members. Should a laid off teacher refuse said substitute work when contacted on more than five (5) occasions, this priority of work shall cease, unless extenuating circumstances (illness, out of town, etc.) exist.

Section 11 Elimination of Tenure in Position

The Board and Association agree that no teacher employed under this Agreement shall acquire tenure in any capacity other than as a classroom teacher. It is further agreed that tenure in any capacity other than as a classroom teacher is expressly excluded and waived under this Agreement.