

A. The District shall determine when reductions in force are necessary and which programs and teachers shall be affected. Provisions of this article shall apply when a bargaining unit member is laid off for reasons non-personal to the teacher such as actual or prospective reduction in staff, uncertainty in funding, administrative adjustments or reorganization, elimination of courses and programs, or declining enrollment. Reductions in force will be accomplished by application of the provisions set forth below.

B. Criteria for Reduction in Force and Recall:

Teachers shall be considered for retention and recall based upon the following criteria:

1. Certification required for remaining positions.
2. Length of service with the District.
3. Competence
4. Merit

C. Definitions of Criteria for Reduction in Force:

For purposes of application of paragraph B above, the following definitions will apply:

1. Length of Service shall be defined as the total length of continuous service with the District since the most recent date of actual service with the District. Authorized leaves of absence will not be considered a break in service but length in service will not accumulate while a teacher is on an authorized leave of absence for more than one full year. If two or more employees began their service in a bargaining unit position on the same date, the length of service will be computed by drawing lots.

Teachers working half time or more but less than full time will receive full length of service credit if they accept such assignments to meet the needs of the District rather than at the employees' written request.

2. Competence
  - a. Competence shall be defined as the ability to teach a subject or grade level based upon recent teaching experience related to that subject or grade level as defined in C. 3, and successful evaluation and/ or educational attainment, but not based solely on being licensed to teach.

Recent teaching experience shall be defined as teaching experience related to that subject or grade level (as defined in C.3.) within the last five (5) years.

- b. A teacher shall be considered to have successful evaluation if he/she is not currently on a Program of Assistance for Improvement.
- c. The District may consider a teacher's willingness to undergo additional training or pursue additional education in deciding competence.
- d. Teachers who wish to establish competence may develop a plan approved by their administrator and the Human Resource Director, which upon completion prior to reduction in force shall establish competence for five (5) years.

3. Subject or grade level shall be defined as one or more of the following categories of teaching:

K-5 with proper license or subject matter endorsement

Grades 5 -8 with proper license or subject matter endorsement

Grades 8-12 with proper license or subject matter endorsement

Special education endorsement areas K-12

Counselors (K-12)

Instrumental music (band K-12)

Instrumental music (strings K-12)

Vocal music (K-12)

General music (K-6)

Physical education (K-12)

Library (K-12)

Foreign language (K-12)

4. Merit is defined as a measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher. The merit shall be determined on the basis of materials in the teacher's personnel file and the professional judgment of the supervisors of those teachers being considered for layoff.

D. Application of Criteria for Reduction in Force.

1. The District shall make every reasonable effort to transfer permanent teachers of classes scheduled to be discontinued to other positions for which they are qualified and properly certified. Qualifications shall be determined on the basis of competency and merit as defined above.
2. After application of 1 above (and assuming affirmative action requirements have otherwise been met as may be required by law), necessary reductions in force shall be based on length of service, competency and merit. If the District decided to retain a teacher with less service than a teacher being laid off, the District shall determine that the teacher being retained has more competency or merit than the teacher who is released.
3. An administrator shall retain status and length of service as a permanent teacher in the District and voluntarily may return to teaching in a reduction in staff situation. However, an administrator who has never been employed as a non-administrative teacher in the District shall not be eligible to become a non-administrative teacher in the District if the effect is to displace a non-administrative permanent teacher.

E. Notice: The Superintendent will notify the Council and teacher(s) as to which positions and individuals will be affected. Such notice will be in writing. The District will make every reasonable effort to provide twenty (20) working days' notice. The Council will be provided with a list of teachers who will be affected by the proposed layoff and the following information for each employee:

- First day of actual service in a bargaining unit position
- Certification
- Current teaching assignment

F. Recall:

1. Teachers who have been laid off will be given first right of refusal for all teaching openings for which they are qualified which occur within twenty-seven (27) months of the date of layoff.
2. Recall of the teachers shall be in the inverse order of layoff, assuming that the teacher is qualified for the vacancy giving rise to the recall after application of the criteria in paragraph B above. When recalled, the teacher will retain accumulated sick leave and years of experience as of the time of layoff for salary schedule placement and contract teacher status. A contract teacher who is recalled shall retain the contract status obtained before the layoff. A probationary teacher who is recalled shall have years taught for the District counted as if that employment had been continuous until the layoff for the purposes of obtaining contract teacher status.
3. The District will notify the teacher and the Council of recall by certified letter at the last address given to the Board by the teacher. The teacher shall have five (5) calendar days from the receipt of the letter to notify the Board of his or her intent to return and must be able to return within twenty (20) calendar days of such receipt. Failure of the teacher to

meet the time limits above shall be considered voluntary resignation of the teacher. In the event a teacher cannot return within the above specified time without losing his or her certificate because of notice requirements of Oregon Revised Statutes (sic), the teacher must give the legally required notice to his or her employer within seven (7) calendar days of notification of recall and must return to the District no later than the first workday following the date such notice requirement expires. The teacher shall also make a formal request to his/her employer for waiver of such notice requirement and, if granted, will return within seven (7) calendar days of the date such waiver is granted.

4. Full-time teachers who have accepted part-time employment may, at their request, be placed on the recall list. If, when recalled, the part-time teacher(s) refuse a full-time teaching position, the District shall have no further obligation to recall the teachers to future full-time openings and the teachers shall give up their full-time tenure with the District.
  
- G. Teachers who are laid off may, subject to the approval of the insurance carrier, continue insurance coverage by paying the group rate at their own expense for a period not to exceed twenty-seven (27) months from the date of layoff.
  
- H. Any appeal from a decision of the District regarding a reduction in force or recall shall be subject to arbitration as set forth in ORS 342.934.
  
- I. Nothing in this article is intended to interfere with the right of the District to discharge, remove, or fail to renew the contract of a probationary, temporary or part-time teacher as authorized by law or to dismiss a contract teacher in accordance with the terms of the Fair Dismissal Law.
  
- J. This article does not apply to those teachers who have been hired (1) to temporarily replace another teacher on leave, (2) to replace teachers who resign during the school year, (3) to replace teachers who are reassigned during the school year, or (4) to fill unanticipated enrollment needs during the school year.

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