

ARTICLE 8: REDUCTION IN FORCE

Section A - Notification

1. Whenever the District determines that a layoff is necessary, it will notify the Association. As soon as practicable, notice will be given to the affected employees of their layoff.
2. The Association and any professional educator involved shall be given written notice sixty (60) days prior to the effective date of layoff, **except for layoffs resulting from changes in school funding from state or federal resources that are announced after the last contract day in June and before the start of the contract year in August.** Such notice will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. **Understanding that this process may be emotionally traumatic for the professional educator, the District will provide an extra paid sick day to seek out and obtain mental health services, either privately or through the EAP, within one week of notice of layoff.**
3. The District will make available to the Association lists of professional educators including seniority and endorsements/licensure, recall lists, and lists of vacancies.

Section B - Criteria

In the event the District determines that a layoff is necessary, then it will determine the professional educators to be retained by means of the following criteria:

1. A determination of whether the professional educators to be retained hold the proper licensure to fill the remaining position(s).
2. A determination of the seniority of the professional educators to be retained. Seniority shall be defined as the professional educator's total length of continuous service in the District as a licensed professional educator. Seniority will be computed and accrue from the professional educator's most recent first day of actual service in a bargaining unit position, and shall continue to accrue during authorized leaves. In case two or more professional educators have the same date of employment with this District, the tie will be resolved by drawing lots. The lottery shall be conducted by representatives of the Association and the Human Resources Director in order to complete the final seniority list.
3. A determination of competence or merit of a professional educator being retained if the District desires to lay off another professional educator with greater seniority.
 - a. "Competence" means the ability to teach a subject **(area of endorsement at the secondary level or licensure which allows teaching the subject)** or grade level (K-5; 6-8; 9-12) or to perform the duties of a non-teaching position, based on recent (within the last six years) experience. Specialists (e.g. mentors, literacy specialists)

shall be considered to have recent experience in the grade level(s) where they are assigned within their areas of certification.

b. For the purposes of this Article, the term “merit” shall mean the measurement of one professional educator’s ability and effectiveness against the ability and effectiveness of another professional educator, as determined by the District through its evaluation, discipline, and commendation processes using documents and evaluations in the respective professional educator’s personnel files for the preceding six (6) school years.

c. If the District desires to retain a professional educator with less seniority than a professional educator being released under this section, the District will determine that the professional educator being retained has more competence or merit than the professional educator with more seniority who is being released.

Section C - Conducting a Layoff

In conducting a layoff under this Article, the District will first determine the program(s) or area(s) scheduled for reduction or elimination.

1. After such determination, the District will make every reasonable effort to transfer professional educators in such program(s) or area(s) to other vacant positions for which they are qualified and properly licensed.
2. The District will make every reasonable effort to combine positions in a manner which allows professional educators to remain qualified so long as the combined positions meet the curricular needs of the District and the competence considerations specified in Section B3, of this Article.
3. Layoffs will be based upon the criteria set forth in Section B above.
4. Upon request by the Association, the District will provide the Association with a list showing the seniority of each professional educator and will, thereafter, promptly notify the Association of any changes in said list.
5. No position in the District shall be considered “vacant” for purposes of ORS 342.845(5) if filling the position with a non-extended administrator would cause a bargaining unit member to be laid off, or if there is a unit member on the recall list who would otherwise be entitled to be recalled to that position.
6. Professional educators who are laid off at a time other than the end of the school year shall be entitled to the continuation of District-paid insurance benefits for ninety (90) days after the date of layoff. Subsequently, the professional educator shall be entitled to purchase insurance benefits pursuant to the terms of COBRA.

Section D - Recall

1. If after layoff a vacancy occurs within the District's bargaining unit positions for which a laid-off professional educator is qualified **and licensed**, the District shall recall professional educators using the same criteria as set forth above for layoff. The criteria used at the time of lay off (e.g. determination of licensures held by members, determination of competence using recent experience at the time of lay off) shall be used at the time of recall.

- a. Professional educators who are partially laid off (have reduced FTE) shall have recall right to the portion of their position that was reduced.
- b. A full-time professional educator (1.0 FTE) on lay-off may reject part-time job offers and remain on the recall list and retain full-time recall status as long as it does not make the professional educator eligible for unemployment compensation benefits in excess of that which he/she would have otherwise been entitled. A full-time professional educator who accepts a part-time job offer, will remain on the recall list and retain full-time status for the duration of the original recall period.
- c. A part-time professional educator shall have rights to recall only to the same percentage of employment (FTE) held prior to lay off.

2. The right to be recalled shall continue for twenty-seven (27) months following the professional educator's last District duty day, unless the professional educator has resigned in writing. Any professional educator who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any professional educator not recalled pursuant to this Article within 27 months of layoff will be deemed to have resigned from District employment.

3. At the time of layoff, the District shall provide for laid-off professional educators to express in writing a desire to return to the District. The District shall also receive the professional educator's address for recall notification. In the event of a recall, the District shall notify the professional educator who has expressed a desire to return to the District of the recall by certified mail, return receipt, sent to the last address given by the professional educator to the District Office. The professional educator will have fifteen (15) calendar days from the receipt of such notice or thirty (30) calendar days from the date of mailing of such notice, whichever is the earlier date, to notify the District of intent to return. The professional educator must thereafter report on the starting date specified by the District providing that this will not be less than fourteen (14) days from the date the notice of recall was received, or lose all recall rights unless the professional educator is employed as a licensed professional educator by another school district, under which

condition the professional educator shall have sixty (60) days from sending his/her intent to return to report unless released earlier from the current employing district.

4. All benefits to which a professional educator was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the professional educator upon the professional educator's return to active employment, and the professional educator will be placed on the proper step of the salary schedule. A professional educator will not receive increment credit for the time spent on layoff unless the professional educator was employed by an accredited school district as a licensed professional educator for a period of time equal to a majority of the District's work year nor will such time count toward the fulfillment of time requirements for acquiring contract status. Professional educator benefits do not accrue during the time of layoff.

5. Professional educators covered by the Article will be given consideration for substitute teaching; such will not affect professional educator recall rights.

Section E - Dispute

Any "appeal" from the Board's decision on layoff or recall pursuant to the Article shall be by means of a grievance filed pursuant to the Article on Grievance Procedure. The decision of the arbitrator will be final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:

1. Exceeded its jurisdiction;
2. Failed to follow the procedure applicable to the matter before it;
3. Made a finding or order not supported by substantial evidence in the whole record;

Or

4. Improperly construed the applicable law.

Section F - School Closure

The employment relationship between the professional educator and the District shall continue to the extent described in this Article during any period of school closure due to financial shortfall. During such school closure, the District acknowledges that the professional educators are temporarily laid off, rather than dismissed, non-renewed or non-extended, and agrees to recall, pursuant to Section D above, all professional educators to regular duty promptly upon obtaining funds sufficient to continue normal operations.