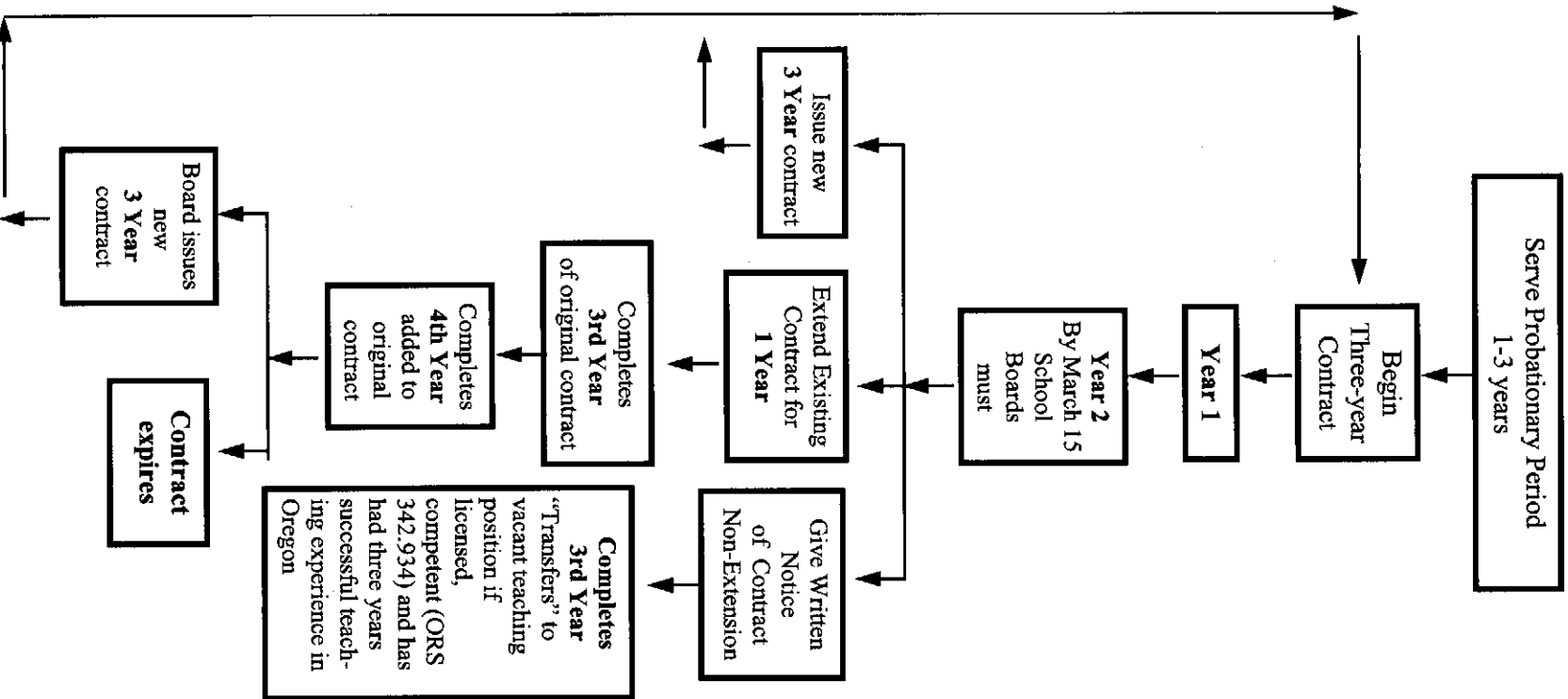
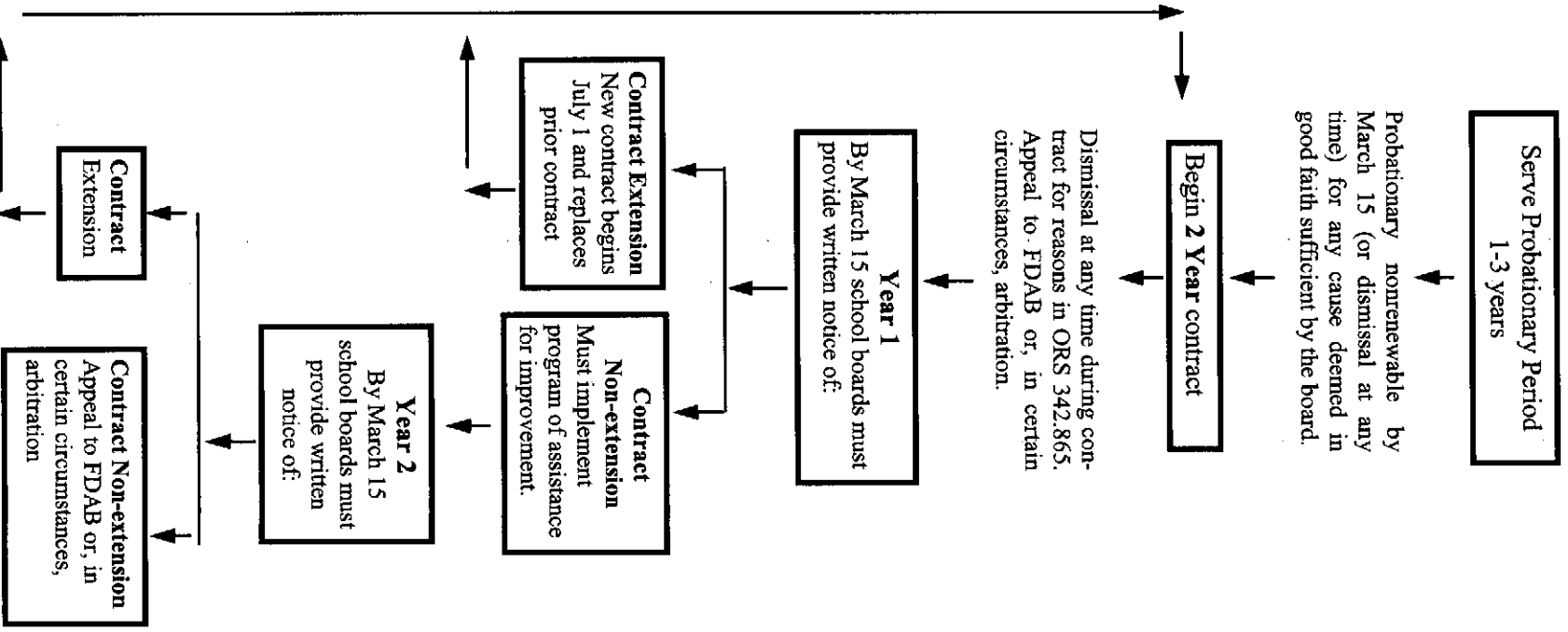


CONTRACT TIMELINE

Administrators



Teachers



ORS'S - TEACHERS' CONTRACTS

342.513 Renewal or nonrenewal of contracts for following year. (1) Each district school board shall give written notice of the renewal or nonrenewal of the contract for the following school year by March 15 of each year to all teachers and administrators in its employ who are not contract teachers as defined in ORS 342.815. In case the district school board does not renew the contract, the material reason therefor shall, at the request of the teacher or administrator, be included in the records of the school district, and the board shall furnish a statement of the reason for nonrenewal to the teacher or administrator. If any district school board fails to give such notice by March 15, the contract shall be considered renewed for the following school year at a salary not less than that being received at the time of renewal. The teacher or administrator may bring an action of mandamus to compel the district school board to issue such a contract for the following school year.

(2) This section is not effective unless teachers or administrators notify the board in writing on or before April 15 of acceptance or rejection of the position for the following school year. [Formerly 342.635; 1975 c.770 §47; 1979 c.714 §1; 1997 c.864 §24; 2005 c.22 §236]

342.815 Definitions for ORS 342.805 to 342.937. As used in ORS 342.805 to 342.937 unless the context requires otherwise:

(1) Notwithstanding ORS 342.120, "administrator" includes any teacher the majority of whose employed time is devoted to service as a supervisor, principal, vice principal or director of a department or the equivalent in a fair dismissal district but shall not include the superintendent, deputy superintendent or assistant superintendent of any such district or any substitute or temporary teacher employed by such a district.

(2) "Board" means the board of directors of a fair dismissal school district.

(3) "Contract teacher" means any teacher who has been regularly employed by a school district for a probationary period of three successive school years, and who has been retained for the next succeeding school year. The district school board may enter into agreements that provide for a shorter probationary period of not less than one year for teachers who have satisfied the three-year probationary period in another Oregon school district.

(4) "District superintendent" means the superintendent of schools of a fair dismissal district or, in the absence of the superintendent, the person designated to fulfill the superintendent's functions.

(5) "Fair dismissal district" means any common or union high school district or education service district.

(6) "Probationary teacher" means any teacher employed by a fair dismissal district who is not a contract teacher.

(7) "Program of assistance for improvement" means a written plan for a contract teacher that with reasonable specificity:

(a) Helps teachers adapt and improve to meet changing demands of the Oregon Educational Act for the 21st Century in ORS chapter 329 if applicable.

(b) Identifies specific deficiencies in the contract teacher's conduct or performance.

(c) Sets forth corrective steps the contract teacher may pursue to overcome or correct the deficiencies.

(d) Establishes the assessment techniques by which the district will measure and determine whether the teacher has sufficiently corrected the deficiencies to meet district standards.

(8) "Substitute teacher" means any teacher who is employed to take the place of a probationary or contract teacher who is temporarily absent.

(9) Notwithstanding ORS 342.120, "teacher" means any person who holds a teaching license or registration as provided in ORS 342.125 or 342.144 or who is otherwise authorized to teach in the public schools of this state and who is employed half-time or more as an instructor or administrator.

(10) “Temporary teacher” means a teacher employed to fill a position designated as temporary or experimental or to fill a vacancy which occurs after the opening of school because of unanticipated enrollment or because of the death, disability, retirement, resignation, contract non-extension or dismissal of a contract or probationary teacher. [1965 c.608 §2; 1971 c.570 §12; 1977 c.880 §1; 1977 c.881 §2; 1979 c.668 §1; 1981 c.299 §1; 1993 c.45 §194; 1997 c.864 §4; 1999 c.199 §11; 2001 c.653 §5]

342.845 Contract teacher; part-time contract teacher; effect of program transfer; administrator contracts. (1) A contract teacher shall not be subjected to the requirement of annual appointment nor shall the teacher be dismissed or employed on a part-time basis without the consent of the teacher except as provided in ORS 342.805 to 342.937.

(2) Notwithstanding subsection (1) of this section, a part-time contract teacher attains contract status at not less than half-time but less than full-time and may be assigned within those limits by the school district. The assignment of a contract part-time teacher is not subject to the procedures specified in ORS 342.805 to 342.930. A contract part-time teacher who accepts a full-time assignment shall be considered a contract teacher for purposes of the assignment.

(3) No teacher shall be deprived of employment status solely because the duties of employment have been assumed or acquired by another school district or education service district in a state reorganization of a regional special education program. Where such reorganization occurs, a teacher shall be transferred to the employment of the school district or education service district which assumed or acquired program responsibilities. The teacher shall be allowed to transfer accrued sick leave and experience status to the new district. However, the district to which the programs are transferred is obligated to hire displaced employees only to the extent that such would complement a cost effective staffing plan in the reorganized program.

(4)(a) As used in this subsection:

(A) “Juvenile detention education program” means the Juvenile Detention Education Program, as defined in ORS 326.695.

(B) “School district” means a school district as defined in ORS 332.002, an education service district, a state-operated school or any legally constituted combination of such entities.

(b) No teacher shall be deprived of employment status solely because the duties of employment have been assumed or acquired by another school district or education service district pursuant to a transfer of juvenile detention education program responsibilities to another school district or education service district. Where such reorganization occurs, a teacher shall be transferred to the employment of the school district or education service district that assumed or acquired program responsibilities. The teacher shall be allowed to transfer accrued sick leave, seniority and status as a contract teacher. However, the district to which the program is transferred is obligated to hire displaced teachers only to the extent that such would complement a cost-effective staffing plan in the reorganized program.

(5)(a) An administrator shall serve a probationary period that does not exceed three years, unless the administrator and the school district mutually agree to a shorter time period. Following a probationary period, an administrator shall be employed by a school district pursuant to a three-year employment contract. An administrator may be dismissed or have a reduction in pay during the term of a contract for any reason set forth for dismissal of a teacher in ORS 342.865, or pursuant to ORS 342.934 (5). If an administrator is dismissed or has a reduction in pay during the term of the contract, the administrator may appeal to the Fair Dismissal Appeals Board in the same manner as provided for the appeal of a dismissal or a non-extension of a contract teacher. An administrator may not appeal the non-extension of a contract to the Fair Dismissal Appeals Board.

(b) The administrator may be assigned and reassigned at will during the term of the contract.

(c) The district school board may elect not to extend the administrator’s contract for any cause the school board in good faith considers sufficient. Prior to March 15 of the second year of the administrator’s contract, the school board shall take one of the following actions:

(A) Issue a new three-year contract effective July 1 following the March 15 of the second year of the

administrator's contract;

(B) Provide, in writing, notice that the contract will not be renewed or extended; or
(C) Extend the existing contract for a period of not more than one year.

(6) If an administrator receives notice of contract non-extension prior to the expiration of the administrator's contract, the administrator shall have the right to fill any vacant teaching position in the district for which the contract administrator is licensed and competent as defined in ORS 342.934, provided the administrator has three years' teaching experience in Oregon that has been successful, in the judgment of the district superintendent. [1965 c.608 §§5,6; 1977 c.880 §2; 1983 c.554 §1; 1983 s.s. c.1 §2; 1993 c.480 §2; 1997 c.864 §8; 2001 c.681 §9; 2007 c.858 §37]

Note: The amendments to 342.845 by section 37, chapter 858, Oregon Laws 2007, first apply to the 2008-2009 school year. See section 41, chapter 858, Oregon Laws 2007. The text that applies prior to the 2008-2009 school year is set forth for the user's convenience.

342.934 Procedure for reduction of teacher staff due to funding or administrative decision. (1) The procedure for reduction in teacher staff positions resulting from the school district's lack of funds to continue its educational program at its anticipated level or resulting from the district's elimination or adjustment of classes due to administrative decision shall be as provided in this section. However, nothing in this section is intended to interfere with the right of a fair dismissal district to discharge, remove or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.

(2) The school district shall make every reasonable effort to:

(a) Transfer teachers of courses scheduled for discontinuation to other teaching positions for which they are licensed and qualified.

(b) Combine teaching positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the district and the competence consideration specified in subsection (4) of this section.

(3) In determining teachers to be retained when a school district reduces its staff under this section, the school district shall:

(a) Determine whether teachers to be retained hold proper licenses at the time of layoff to fill the remaining positions.

(b) Determine seniority of teachers to be retained, calculated from the first day of actual service as teachers with the school district inclusive of approved leaves of absence. Ties shall be broken by drawing lots.

(c) Determine competence and merit of teachers, if necessary, under subsection (4) of this section.

(4) If a school district desires to retain a teacher with less seniority than a teacher being released under this section, the district shall determine that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.

(5) An administrator shall retain status and seniority as a contract teacher and voluntarily may return to teaching in a reduction in staff situation. However, an administrator who was never employed as a 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 contract teacher.

(6) In consultation with its employees or, for those employees in a recognized or certified collective bargaining unit, with the exclusive bargaining representative of that unit, each school district shall establish a procedure for recalling teachers to employment in the district who have been released because of a prospective or actual reduction in staff. The procedure so established shall define the criteria for recall and the teacher shall have the right of recall there under for 27 months after the last date of release by the district unless waived as provided in such procedure by rejection of a specific position. A contract teacher who is recalled shall retain the status obtained before the release. A probationary teacher who is recalled shall have years taught for the district counted as if the employment had been continuous for purposes of obtaining contract teacher status.

(7) An appeal from a decision on reduction in staff or recall under this section shall be by arbitration under the rules of the Employment Relations Board or by a procedure mutually agreed upon by the employee representatives and the employer. The results of the procedure shall be final and binding on the parties. Appeals from multiple reductions may be considered in a single arbitration. The arbitrator is authorized to reverse the staff reduction decision or the recall decision made by the district only if the district:

- (a) Exceeded its jurisdiction;
- (b) Failed to follow the procedure applicable to the matter before it;
- (c) Made a finding or order not supported by substantial evidence in the whole record; or
- (d) Improperly construed the applicable law.

(8) After August 15, 1997, a school district shall not agree in any collective bargaining agreement to waive the right to consider competence in making decisions about the order of reduction in staff or recall of staff. Nothing in this subsection shall prevent a school district and the exclusive bargaining representative from agreeing to alternative criteria for competence determinations under this subsection so long as the criteria ensure that all retained teachers are qualified for the positions they fill. As used in this subsection, “qualified” means the measurement of the teacher’s ability to teach the particular grade level or subject matter in which the teacher is placed after the reduction in force. Qualifications shall be measured by more than seniority and licensure, but may include other criteria that reasonably measure the teacher’s fitness to teach the relevant grade or subject level. Determinations of competence or qualifications under this subsection may take into account requirements for any special needs students.

(9) As used in this section:

(a) “Competence” means the ability to teach a subject or grade level based on recent teaching experience related to that subject or grade level within the last five years, or educational attainments, or both, but not based solely on being licensed to teach. The district may consider a teacher’s willingness to undergo additional training or pursue additional education in deciding upon questions of competence.

(b) “Merit” means the measurement of one teacher’s ability and effectiveness against the ability and effectiveness of another teacher. [1981 c.569 §3; 1983 s.s. c.1 §1; 1989 c.282 §1; 1993 c.480 §1; 1997 c.864 §15]