

Alsea School Board Meeting - Working

Monday, March 6, 2023 7:00 PM

Alsea School Library, 301 South 3rd Street, Alsea, OR 97324

1. **Call to Order**
2. **Flag Salute**
3. **Approval of the Agenda**
4. **Discussion:**
 - a. **RIF process**

Alsea School District 7J

Code: **GDPA-AR**
Adopted: 8/22/05
Readopted: 7/12/10; 1/13/16
Orig. Code(s): GDPA-AR

Layoff - Classified Staff

The implementation process for the reduction in classified force will be based on the following criteria.

The administration will be responsible for obtaining the following information and conducting the reduction process as outlined.

1. Date of Hire/Seniority;
2. Qualifications for the remaining position(s);
3. Evaluations by Administration.

The “tie-breaker” procedures for classified staff members who have the same date of hire within a given classification will be as follows:

1. Names from a list who have equal performance evaluations, the same date of hire and the same classification will be drawn from an envelope;
2. The drawing will be done in the presence of an administrative representative and an association representative (the association may invite any and all individuals whose names are involved in the procedure);
3. The number of names will be drawn out of the envelope according to the number of positions that must be reduced. Those names drawn will be laid off.

Example: If four people have the same date of hire and the same classification, and two positions instead of four will be available, there will be two names drawn from the envelope. Those two names will be the individuals who will no longer have positions in the district

Alsea School District 7J

Code: **GDPA**
Adopted: 2/09/94
Readopted: 7/12/10; 1/13/16
Orig. Code(s): GDPA

Layoff - Classified Staff

The Board recognizes the possibility of a reduction in force of classified staff members.

The Board also recognizes the reduction in force of classified staff members currently is determined either by the date of hire or the quality of work of staff members within a classification. The possibility exists of more than one staff member within a classification having the same date of hire. Therefore, the Board will have an implementation process for resolving reductions involving staff members under those conditions.

END OF POLICY

Legal Reference(s):

[ORS 332.107](#)

ARTICLE 22 – Layoff

- A. Seniority shall be defined as the employee's total length of continuous service in the District as a contracted teacher. Seniority will be computed and accrue from the teacher's date of actual service with the District, and shall continue to accrue during paid leaves. Seniority shall not accrue during unpaid leaves of absence or while a person is on the recall list, but authorized unpaid leaves of absence shall not be considered to "break" continuity of employment. In case two or more teachers have the same date of actual service with this District, the tie will be resolved by drawing lots. A half-time, full year teacher's service will count one (1) year toward seniority.**
- B. Whenever the Board determines that a layoff is necessary, it will notify the local bargaining unit. As soon as practicable, but in no case less than fifteen (15) calendar days, notice will be given to the affected teachers of their layoff.**
- C. In the event of the Board, in its discretion, determines that a layoff is necessary, then it will choose one of the following options to determine the teachers to be retained:**
 - 1. Option A**
 - a. Layoff will be by reverse seniority, as long as teachers to be retained hold the proper certification.**
 - 2. Option B**
 - a. A determination of whether the teachers to be retained hold the proper license to fill the remaining position(s).**
 - b. A determination of the seniority of the teachers to be retained if the Board desires to lay off another teacher with greater seniority.**
 - c. A determination of the competence or merit of a teacher being retained if the Board desires to lay off another teacher with greater seniority.**
 - i. If the District desires to retain a teacher with less seniority than a teacher being released under this section, the District will determine by the burden of substantial evidence, that the teacher being retained has more competence than the teacher with more seniority that is being released.**

ii. Nothing in paragraph C, 2, d, shall be construed to limit the operation of paragraph C, 2, a, relating to affirmative action. Additionally, nothing in paragraph C, 2, d, shall be construed to limit the operation of paragraph C, 2, b, that is the requirement that a retained teacher be licensed to fill the remaining position.

D. Nothing in the article shall be construed so as to interfere with the Board's right to dismiss a contracted teacher pursuant to the provisions of the Fair Dismissal Laws or to dismiss or non-renew a probationary teacher pursuant to ORS 342.835.

E. 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 teachers 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 a teacher to remain qualified so long as the combined positions meet the curriculum needs of the District and the competence considerations specified in subsection C, 2 of this article.

3. Layoffs will be based upon the criteria set forth in Section C above.

F. For the purposes of this article, the term "competence" shall mean the ability to teach a subject or grade level based upon recent teaching experience or educational attainments, or both, but not based solely upon being licensed to teach a subject or grade level.

G. For the purposes of this article, the term "merit" shall mean the measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher, as determined by the District through its evaluation and discipline processes.

Recall

A. If within twenty-seven (27) months of a layoff, a vacancy occurs within the District for which a laid-off teacher is qualified as per paragraph 1 below, the recall procedure outlined below will be followed.

1. At the time of layoff, the District shall provide for laid-off teachers to express in writing a desire to return to the District. The District shall also receive the teacher's address for recall notification. In the event of a recall, the District shall notify the teacher 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 teacher to the district Office. The teacher will have fifteen (15) calendar days from the date of mailing to notify the District of intent to return. The teacher must thereafter report on the starting date specified by the District providing that this will not be less than 14 days from the date the notice of the recall was received, or lose all recall rights. Recall shall be in reverse order of layoff, subject to certification.
2. All benefits to which a teacher was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the teacher upon the teacher's return to active employment, and the teacher will be placed on the proper step of the salary schedule for the teacher's current position according to the teacher's experience and education. A teacher will not receive increment credit for the time spent on layoff. Employee benefits do not accrue during the time of layoff. The district will pay insurance benefits for thirty (30) days subsequent to the date of layoff.
3. Teachers covered by this article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier.
4. In determining which teacher or teachers to recall, the Board will utilize the criteria set forth in paragraph C above. Any teacher who does not accept a recall will lose all further recall rights and will be deemed to have resigned from District employment. Any teacher not recalled pursuant to this article within twenty-seven (27) months of layoff will be deemed to have resigned from District employment.

Appeals

Any "appeal" from the Board's decision on layoff or recall pursuant to this article shall be by means of a grievance filed pursuant to the article on Grievance Procedure. The decision of the arbitrator will be subject to the rules of the Employment Relations Board and will be final and binding on the parties.

