

Article 25 Reduction in Force

The District shall determine when a reduction in force is necessary and which programs will be affected. However, the District agrees that such layoffs shall be implemented in accordance with the following procedure:

Whenever the Board determines that a reduction in staff is necessary, it shall immediately provide the Association a layoff list. Affected employees shall be notified at least thirty (30) days prior to the effective date of the layoff. In the event of school closure due to lack of funds, the notice shall be ten (10) calendar days.

In the implementation of a reduction in staff or recall, the District shall consider in order:

A. Licensure groups will be as follows

1. K-8 classroom teachers: Employees holding valid elementary licenses.
2. Seven-12 classroom teachers: Employees holding valid secondary licenses with a subject matter endorsement.
3. Specialists: Employees holding valid licenses will be eligible for retention in their endorsement area.

Those specialists who hold valid licensure to teach in a regular classroom shall be included in the classroom grouping.

B. Reduction in Staff

1. Reduction within each licensure group described in Section A shall be made on the following basis:
 - a. Probationary and temporary employees shall be reduced first. If further reductions in force are made within that licensure group, the reduction shall be made from among the contract employees remaining in that licensure group.

An employee possessing a broader range of licensure shall not be involuntarily transferred outside their current subject area assignment in order to maintain a less senior employee.

2. Criteria for Reduction:

a. The retention of contract and probationary employees shall be on the basis of licensure, seniority and cultural or linguistic expertise as defined in ORS 342.934. The parties agree to reopen Article 25.B.2 to align this Section with current law no later than June 30, 2022. (Seniority is defined as the length of current continuous service to the District within the bargaining unit).

i. **For the purpose of layoff, the acting REA President and Vice President shall not lose employment as the result of layoff during the life of this contract. Seniority would extend next to the Bargaining Team members, in bargaining years. Bargaining Team members will also not be subject to lay off from the first bargaining session of successor bargaining through the ratification of the contract.**

ii. The District may retain a member with less seniority if the District determines that the teacher being retained has more competence or if a more senior teacher does not possess the licensure for the position in question.

Competence shall be defined as the ability to teach a subject or grade level, based on teaching experience related to that subject or grade level in the past eight (8) years, or based on training and/or educational attainment, or both related to that subject or grade level.

If the District wishes to invoke competence as a criterion for reduction, they must first contact the individual members and ask for information regarding their educational attainments, teaching

experience, training and other relevant experience applicable to the position in question.

If the District identifies a more senior individual as not meeting the definition of competence, the District will then create a training program necessary for the member to become competent. The training program will have a duration of no more than a year and may include the following: college coursework, workshops, program visitations, mentoring, and/or an evaluation plan. The member will either accept the training program as a condition of accepting the position or will decline and will thus be laid off. The District will pay the expenses related to the training program.

- iii. The District must also retain a member with cultural or linguistic expertise who has less seniority if the release of the less senior teacher would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise. When a qualified teacher with cultural or linguistic expertise is retained and the District is determining which teachers to retain who do not have cultural or linguistic expertise, the District will prioritize seniority and competence, as described above.

If the layoff of a qualified teacher with cultural or linguistic expertise who has equal seniority would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise, the District must retain the teacher with cultural or linguistic expertise. The District and the Association will collaborate to devise a procedure for determining cultural or linguistic experience prior to beginning the layoff process. This process should be consistent with current language in ORS 342.934

- b. When two or more employees have the same initial start date, seniority shall be determined by the affected employees' drawing of lots, except in the scenario described in Article 25.2.a.ii.

The District and the Association shall devise a procedure for the drawing of lots which is consistent with the provisions of ORS 342.934.

- c. Members may decline a position offered to them if they have not taught in the subject area or grade level ~~(as defined by elementary, middle and high school)~~ within the past eight (8) years and not lose eligibility for recall if there is another member who qualifies for and agrees to take the position. The District will not contest the member's application for unemployment.

C. Recall Procedure

1. Employees shall be recalled to positions they are qualified to fill when an opening occurs in the licensure group from which they were laid off. If the same position exists that the employee held prior to layoff, and if said position is not held by a more senior employee, then the rified employee shall be recalled to that position.

Once an employee has been recalled and assigned, all subsequent assignments, including consideration for their previous position, shall be in accordance with the transfer process contained in Article 11.

2. Recall shall be by inverse order of layoff, i.e.:
 - a. Contract employees in a licensure group shall be recalled first.
 - b. Probationary employees in a licensure group shall be recalled after the list of permanent employees in that licensure group has been exhausted unless otherwise

required by ORS 342.934.

Notice of recall shall be sent via certified mail to the last address given to the Human Resources office by the teacher. A teacher shall have twelve (12) calendar days from the date the notice of recall was mailed, or two (2) days from the date of verifiable contact by the District, by telephone or other means, whichever is earlier, to notify the District of their intent to return.

The employee must report on the starting date specified by the District, provided the reporting date is at least twenty (20) calendar days from the date the notice of recall was received. Failure to notify the District of intent to return or to return to work within the time limits shall be considered the resignation of said employee.

3. Contract and probationary employees who are laid off from the District shall be eligible for recall as outlined above for a period of twenty-seven (27) months after the effective date of their layoff unless they:
 - a. Resign. In such event a written resignation shall be sent to the District.
 - b. Fail to return when recalled as described above.

D. Layoff Benefits

1. The District shall extend coverage under its medical program, provided for in Article 23, for the balance of the layoff to contract and probationary employees who are laid off. The District will pay the cost of such medical premiums during the first month following layoff and such coverage may be continued by the employee under the Comprehensive Omnibus Budget Reduction Act (COBRA) provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage if they are offered medical insurance by the new employer.
2. All benefits to which an employee was entitled at the time of

their layoff will be restored upon their return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

E. School Closure

The employment relationship between the bargaining unit members and the District shall continue to the extent described in this Article during any period of school closure due to budget levy failure. During school closure due to lack of funds, the District acknowledges that the bargaining unit members are temporarily laid off, and agrees to recall, pursuant to Paragraph C above, all teachers to regular duty promptly upon obtaining funds sufficient to resume normal operations. Employees are not paid for any days laid off.

F. Arbitration

In the event the District and the Association do not agree on the application of this Article, the parties agree to go directly to arbitration to resolve the dispute.



Brian Jay, Bargaining Chair Date 4/7/26



Shaunice Silas, Managing HR Officer Date