

ARTICLE 13: LAYOFF AND RECALL

A. Layoff Notice

1. Unit members may be laid off only when their positions are eliminated or reduced because of the following:
 - a. Inadequate funds available to the Board, provided that such reduction cannot be avoided by the exercise of the Board's taxing or other fiscal powers.
 - b. A substantial reduction in pupil enrollment within the district.
 - c. The discontinuance of a particular type of educational service, provided that such discontinuance is not for arbitrary or discriminatory reasons.
2. As soon as the District perceives the need for layoffs as described in 13.A.1.a-c, the Superintendent will inform the Association of proposed layoffs and the reasons for the reduction(s). Notice shall be delivered in writing to the Association and to impacted educators no fewer than sixty days (60) from the effective date of the layoff. Within five (5) days from the time the Association is informed of the proposed layoff(s), the Association may notify the Superintendent or designee in writing of its concerns with the proposed layoff(s).

B. Layoff Procedures

~~Layoffs When, in the judgment of the District, it becomes necessary to reduce the number of employees, the District agrees that such reduction shall be made in accordance with the following procedures:~~

- ~~1. Employees may be laid off when bargaining unit positions are eliminated as a result of any of the following:~~
 - ~~a. A reduction in available funds.~~
 - ~~b. A reduction in pupil enrollment.~~
 - ~~c. Program elimination or changes in program content.~~
 - ~~d. Natural disasters or other conditions beyond the control of the District.~~
1. License/Endorsement/Levels
 - a. Employees shall have their license/endorsement(s)/levels on file with the District at the time of notification of layoff in order to be considered.

- b. At the time of the notification of layoff, an employee with an alternative type of license who is working on a TSPC required program to meet statutory or regulatory requirements with a specific date of completion will be permitted to finish the program and considered to have a valid license.
 - c. The District shall make every reasonable effort to combine positions for employees with the proper license/endorsement/level in order to minimize the number of layoffs. The District will not mis-assign an employee if the effect is to create a layoff that otherwise would not be necessary or would fail to recall a qualified employee.
2. Employees will be grouped for layoff purposes as follows:
- a. Elementary classroom teachers will be grouped District wide.
 - b. Specialists (any teacher who holds a license/endorsement/level other than a license/endorsement/ level restricting the employee to the normal classroom including P.E., media, music, art, special education, ESL, and reading) will be grouped by current teaching assignment. Those specialists who hold valid licenses/endorsement/levels to teach in a regular classroom shall also be included in that classroom grouping.
 - c. Specialists who are licensed pre-primary through grade 12 will be grouped in major categories (P.E., media, music, art, special education, ESL, and reading). Employees within each category will be maintained at their current assignment and level (elementary, middle or high school) if possible and as allowed by TSPC rules. However, if through reassignment resulting from layoff, it is necessary to transfer such employee to a substantially different assignment or level and in which the employee has no experience, but is appropriately licensed, then the employee may refuse the assignment and retain the right to be recalled to the next available position.
 - d. Secondary teachers whose license/endorsement/level carries a subject area endorsement will be grouped District wide by area of endorsement. Teachers who are teaching in middle schools who hold an elementary endorsement or a multiple subject's endorsement shall be considered to hold a subject area endorsement in the area of the majority of their current assignment. (Teachers who teach grades 10-12 must complete a standard license upon the expiration of their second basic license issued after January 1, 1977.) Teachers licensed since 1999 shall have a middle school or elementary level designation in order to be considered for middle school assignments and a high school level designation to be considered for high school assignments.

- e. ~~Registered~~ Nurses, SLPs and social workers shall be grouped by current assignment. An employee who is currently a nurse or social worker but who has worked in the District in another capacity such as classroom teacher shall also be included in that group.
3. Reductions within each license group described in Section A-3 shall be made on the following basis ~~and in a manner consistent with Oregon law:~~
 - a. First: Temporary employees within the license/endorsement/level.
 - b. Second: If further reductions in force are made within that license/endorsement/level group, probationary employees shall be reduced next ~~unless competence, merit, or bilingual/cultural expertise are utilized to retain a less senior teacher over a more senior teacher.~~
 - c. Third: If further reductions in force are made within that license group, the reduction shall be made from among the contract employees remaining in that license/endorsement/level group.
 4. The retention of contract and probationary employees shall be reasonably determined by the District on the basis of license/endorsement/level, seniority, ~~competence, bilingual/cultural expertise~~ and merit **competence or cultural or linguistic expertise as defined by ORS 342.934.**
 - a. ~~Merit is defined as the overall competency to perform in the employees' primary assignment based on written materials contained in the employee's official personnel file such as special qualifications and experiences and level of training.~~
 - b. ~~Competence and bilingual/cultural expertise shall be defined and applied as set forth in ORS 342.934.~~
 - a. Seniority is defined as the length of current continuous service to the District commencing with the first day of actual service with the District. "The first day of actual service" shall mean the first workday, in-service day, or student day which is part of the regular work year. Extended contracts and extra duty assignments shall not be considered days of service for determining seniority.
 - b. Authorized leaves of absence, whether paid or unpaid shall not cause a break in service, nor otherwise alter an employee's official date of seniority.
 5. When two or more employees from the same layoff group are equally qualified by license/ endorsement/level, seniority and merit **competence**, the ties shall be broken by drawing lots.

C. Recall Procedure

1. Employees shall be recalled to positions they are qualified to fill when an opening occurs in the license/endorsement/level group from which they were laid off.
2. Laid-off employees who file with the District an additional endorsement(s) or level(s) will be placed on the recall list for the new endorsement/level; however, seniority for that endorsement/level will be based on the date the added endorsement/level is received by the District. Once recalled by the District to any position, seniority for all endorsements/level(s) shall be determined as outlined in Article 13-A-5-b.
3. Recall shall be by inverse order of layoff, i.e.:
 - a. Contract employees in a license/endorsement/level group shall be recalled first.
 - b. Probationary employees in a license/endorsement/level group shall be recalled after the list of contract employees in that license/endorsement/level group has been exhausted.
4. Full-time employees on layoff may reject part-time employment and retain their recall rights.
5. Probationary employees shall not acquire service toward contract status while on layoff.
6. Temporary employees in a license/endorsement/level group may be recalled to temporary positions after the list of contract employees and probationary employees in that certification group has been exhausted. Temporary employees' recall rights apply only to openings in temporary positions within their license/endorsement/level group which occur during the same school year in which the layoff occurs.
7. Notice of recall shall be sent via email and regular mail to the last address given to the Human Resource Department by the employee. An employee shall have (5) five calendar days from the date the notice of recall was received to notify the District of the employee's intent to return and must thereafter report on the starting date specified by the District, providing that this shall not be less than 14 calendar days from the date the notice of recall was received, or lose all recall rights. Such failure to notify the District of intent to return or to return to work within these time limits shall be considered a resignation of said employee.
8. If the employee is under contract with another District and is not released earlier, the employee will have up to 60 days to return without losing recall rights.
9. Contract and probationary employees who are laid off from the District shall be eligible for recall as outlined in Article 13-B-7 for a period of twenty seven 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 and dental insurance program, provided in Article 19, for the balance of the school year to contract, probationary, and temporary employees who are laid off. The District will pay the cost of such medical and dental premiums during the first three months of layoff and such coverage may be continued by the employee for the balance of the school year provided the employee pays the premium. Employees who accept other employment shall not be eligible for the extension of group insurance coverage.
2. If an employee is laid off between the end of the school year and the beginning of the ensuing school year, the District's payment of premiums shall continue through the month of August.
3. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored upon return to active employment, and the employee will be placed on the proper step of the salary schedule.
4. Credit towards a satisfactory probationary period and advancement on the Salary Schedule shall be as provided in Article 18.
5. Laid-off employees will retain the right to receive tuition reimbursement through the summer term as per their normal tuition cycle. Upon recall to the District their tuition cycle will pick up where it left off at the time of layoff.

E. School Closure

The employment relationship between the employees and the District shall continue to the extent de- scribed in this Article during any period of school closure due to lack of funds. During such a school closure, the District acknowledges that the employees are temporarily laid off, rather than dismissed or non-renewed during the period of any such school closure, and agrees to recall, pursuant to Article 13-B, all employees to regular duty promptly upon obtaining funds sufficient to continue normal operations.