

**SAINT PAUL PUBLIC SCHOOLS
PROPOSAL 10T
ARTICLE 15
7/30/2025**

**Licensed Contract
Personnel Changes Resulting from Staff Reduction**

RATIONALE: Licensed School Nurses are hired into a Pool under Health and Wellness. They are not hired to individual buildings and therefore do not follow the traditional interview and select process. Teacher matching has been in place for the past two years and teacher participation levels have been low both years. Given the low participation and the need to fill positions as quickly as possible, we are eliminating the matching session and going directly to placement.

**ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF
REDUCTION/SECTION 2.(continued)**

Subd. 6. "Demotion" shall mean a change of assignment by reason of staff reduction which results in a lower annual or monthly contract salary; the discontinuation of extended year assignment, pursuant to [Article 8, Section 4](#), Subd. 3 and 4 is excluded from this definition.

Subd. 7. "Layoff" shall mean an involuntary termination of employment by reason of staff reduction with loss of compensation and benefits except as provided herein.

Subd. 8. "Department" is defined:

- a) for purposes of layoff identification, and for placement preferences from the placement process, to mean teaching positions throughout the District which require the same licensure, and
- b) for purposes of selecting the teacher(s) for the placement list, to mean positions within a particular school building or program which require the same licensure.

Subd. 9. "Program" shall mean a teaching position or a group of teaching positions established to accomplish specific goals or objectives. Such positions are characteristically budgeted or funded in part or wholly separate from the general budgeting or funding for teaching positions. A program may contain one or more departments.

Subd. 10. "Seniority" shall mean a date ranking based upon the first day of contracted employment within the Saint Paul Public Schools.

Subd. 11. "Staff Reduction" is defined:

- a) for references to layoff, to mean reducing the number of a specifically licensed position within the District, and

- b) for references to the placement process, to mean reducing the number of a specifically licensed position in a specific building or program.

SECTION 3. PROCEDURES: SENIORITY LISTING

Subd. 1. The District shall compile and maintain a listing of seniority of teachers in accordance with the provisions of this article. Accumulation of seniority shall commence upon the first day of regular continuous service and shall continue until termination of the employment of the teacher, subject to the further provisions of this article. Except as specifically provided within this article, seniority shall not accrue for casual, long-term or acting incumbent substitute service.

Subd. 2. When basic seniority is identical for two (2) or more teachers in a license area, seniority shall be determined by the lower or lowest file folder number listed on the teacher's Minnesota Teaching License.

Subd. 3. Acting incumbent substitute service and long-term substitute service shall be excluded from the provisions of this article except that when acting incumbent service or long-term substitute service, is immediately followed by a contract for regular employment, such uninterrupted acting incumbent service or long-term substitute service shall be included in determining seniority.

Subd. 4. Teachers on a Tier 3 license who have worked for the district under a Tier 1 or Tier 2 license will be placed on the seniority list based on their original date of hire.

Subd. 5. Time spent on leave of absence of more than one (1) year in duration shall not be used to compute seniority, except that time spent on compensatory leaves and military leaves as required by [M.S. §192.261](#) shall apply.

Subd. 6. Seniority shall not apply to extracurricular, hourly, and temporary assignments, nor to any positions assigned in addition to the teacher's contractual assignment, nor to part-time contracted assignments, except as specifically provided in Subd. 1, 1.4 of this section.

Subd. 7. A teacher's seniority ranking is a single numerical ranking which is applicable for all active licenses.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION/SECTION 3. PROCEDURES: SENIORITY LISTING (continued)

Subd. 8. Multiple Licenses. A teacher may voluntarily exclude their name for seniority in any license area except for seniority in which the teacher is currently assigned. Notification must be made to Human Resources by January 15 of any year. Upon notification, the teacher's name will not be considered for seniority in that license area and continue to be excluded from that seniority until the teacher requests a change as outlined below. The teacher may voluntarily request their name be relisted for seniority by notifying Human Resources by November 15 of the school year preceding the year the teacher desires to have their name included for seniority.

SECTION 4. PROCEDURES: STAFF REDUCTIONS IN SPECIFIC PROGRAMS OR BUILDINGS

Subd. 1. Definitions. Reductions in this section refer to the definition in Article 15, Section 2, Subd. 11b which defines staff reduction as reducing the number of a specifically licensed position in a specific building or program.

Subd. 2. Seniority. In the event of staff reductions in a specific building or program, staff within the affected licensure area will be given the option of being cut, starting with the most senior teacher. If no one volunteers

to be cut, staff reductions in a specific building or program will be done in inverse order of seniority within affected licensure areas.

Subd. 3. Eligibility for Interview and Select. Teachers who hold a Tier 2, 3, 4 license and probationary teachers are eligible to participate in Interview and Select in the event that their position is reduced or cut from the specific building or program.

- 3.1 If a teacher whose position was cut does not secure a position through the Interview and Select process they will be placed on the matching and placement list as outlined in Article 15 Section 6.

Subd. 4. Exemptions from Staff Reductions in Specific Programs or Buildings.

4.1 A teacher in a non-classroom position such as a curriculum coordinator, **academic support** specialist or school-wide enrichment teacher, whose position has been eliminated will have the right of reassignment to a classroom position within their current building on the basis of their seniority. Non-classroom positions and building specialist positions assigned by the principals or filled through a posting and interviewing process are not open to seniority bumping.

4.2 Programs housed in a building may be exempt from the effects of staff reduction elsewhere in the building.

4.3 Teachers who possess Montessori certification and who are assigned to teach at a Montessori School may not be reduced in the event that their license area is impacted by staff reduction by a more senior teacher who does not possess Montessori certification. Licensed Staff currently assigned to specialist positions not requiring Montessori certification at these schools will be reduced according to the normal process called for by this Agreement if staff reductions occur.

4.4 Teachers who are assigned at an identified immersion or immersion articulation school and are in a position that requires fluency in a specific language may not be reduced in the event that their license area is impacted by staff reduction by a more senior teacher who does not possess fluency in the language required by the program. Non-fluent staff currently assigned to one of the above immersion schools shall not be required to attain fluency as a condition of continuing in their assignment; and will be reduced according to the normal process called for by this Agreement if staff reductions occur.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 4. PROCEDURES: STAFF REDUCTIONS IN SPECIFIC PROGRAMS OR BUILDINGS (continued)

4.5 Teachers who teach in identified American Indian Studies programs and articulation programs and who hold a valid Minnesota teaching license and the Eminence Credential of American Indian Language and Culture or a minor in American Indian Studies or its equivalent may not be reduced in the event that their license area is impacted by staff reduction by a more senior teacher who does not possess the license or criteria. The equivalent shall include demonstration of education in the areas of American Indian literature, American Indian treaties and sovereignty, historical/cultural trauma (mental health, substance abuse, diabetes), Ojibwe teachings/Lakota virtues, and cultural etiquette and previous experience working with American Indian communities. Teachers who do not possess the license or criteria will be reduced according to the normal process called for by this Agreement if staff reductions occur.

SECTION 5. PROCEDURES: TEACHER INTERVIEW AND SELECTION PROCESS

Subd. 1. Board Design. The Federation and District have agreed to a transfer process design that allows teachers eligibility to transfer to other sites or programs within the District while protecting the job rights for those teachers whose positions were eliminated at their previous assignments. Experience has shown that the process described below provides more opportunities for teachers to move to other assignments within the District, better opportunities for teachers to participate in the selection process for

staff team members, and protection of teachers' seniority rights to other positions in the event of position reductions.

Subd. 2. Definitions.

2.1 "Vacancy" shall mean an open and available teacher position which is to be filled, and for which appropriate licensure is the minimum requirement for candidates to be considered for the position, and to which no other person has rights (also referred to as "generic" vacancies).

2.2 "Posted positions" are excluded from these group processes for transfers. Classroom teachers who are qualified and interested in posted positions are urged to apply. Posting, interviewing, and assignment to posted positions by Human Resources shall continue throughout all steps of this process. Posted positions will not be listed or treated as vacancies for placement in the transfer process.

Subd. 3. Interview and Selection

3.1 Teachers returning from leave who have by March 1 made written commitment to return to work should also participate in the interview and selection process.

3.2 Schools and departments with counseling, **and** social work ~~and nursing~~ positions will post positions through this process. Teachers who occupy positions which are essentially itinerant or are regularly assigned by District administration (such as DAPE teacher, music therapist, art therapist, psychologists, OT, PT, **nurses** and Speech Language Pathologist) should contact the program person in charge of scheduling to request movement to a different location.-

3.3 Special Education and ELL teachers may use the interview and selection process only for reassignment to other Special Education and ELL positions._

3.4 Human Resources will identify new classroom positions on the Human Resources Job Openings [Website](#) that are submitted by principals through the staff requisition process. The listings are limited to new positions created by staffing changes by reason of staff resignations, transfers, leaves and student enrollment changes that occur and affect the staffing composition and the need for teacher placement in the following school year. Teachers may submit their name for consideration for interview and select by applying for the listed vacancies and following the application instructions on the job openings website. The district will keep all teacher job postings open and listed on the district Job Openings Website for a minimum of seven (7) calendar days. The listing of vacancies for positions less than 0.5 FTE is not open to grievance and is only intended to enhance the interview and selection process and provide teachers with information about interview and select opportunities.

3.5 Principals will create a site selection team that includes teachers in the building/program. Each building/program should have an interview schedule and then bring in teachers who have expressed an interest in the building/program for interviews. Teachers are encouraged to bring resumes or portfolios of their work and to upload these items to the district's online system. Sites are encouraged to have portfolios, site improvement plans or other information for teachers to review.

3.6 The following list of teachers are eligible for the interview and selection process:

- Tenured Teachers
- Probationary Teacher or Teachers on a Tier 2 license whose position has been reduced at their site or program as defined in Article 15, Section 4
- Probationary Teachers in their final year of probation
- Teachers whose school is closed or consolidated
- Teachers in a split teaching assignment, with multiple building locations
- Teachers who want to move from part-time to full-time, or full-time to part-time status
- Teachers returning from a leave of absence of more than one year

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)
SECTION 5. PROCEDURES: TEACHER INTERVIEW AND SELECTION PROCESS
(continued)

3.7 The following list of teachers are ineligible for the interview and selection process unless approved by Human Resources:

- Probationary teachers (except for teachers completing their final year of probation) whose position has not been reduced at their site or program.
- Teachers on Improvement Plans or who have any documented performance problems or issues of misconduct and/or a significant number of voluntary reassignments
- Teachers identified for layoff
- Administrative transfer, or who are part of a required realignment due to stranding
- Teachers on a Tier 1 license
- Teachers on a Tier 2 license whose position has not been reduced at their site or program.

3.8 The District may hire new teachers concurrent with the interview and selection process.

3.9 Teachers currently contracted on part-time status of half time or more without contractual rights to return to full time may participate in interviews for part-time or full-time assignments unless ineligible for other reasons as indicated herein.

3.10 Once a teacher has accepted an offer, their previous position becomes available. Teachers are eligible for only one (1) transfer per school year. Exceptions may be granted by the Superintendent and the principal.

3.11 The interview and selection process will continue through the third week in June.

3.12 Once the new school year begins, vacancies created by new staff allocations due to enrollment increase may be filled by long-term substitutes until enrollment stabilizes or an enrollment count is defined in October. Teachers remaining unassigned or who were displaced by enrollment decline will be reassigned through the placement process.

Subd. 4. Special Restrictions

4.1 Transfers of "hard to find" licensed teachers. Teachers who have been hired and/or are currently assigned to teaching positions in "hard to find" license areas can be excluded from the interview and select process if there are very few qualified teachers of the same licensure available in the employee "market" to fill these positions. This lack of availability of replacement teachers will be determined by Human Resources before excluding such teachers from participation in the interview and select process. If a specific license area is to be excluded or limited, that information, and the reasons for the restriction, will be identified in a report to the Professional Issues Committee (PIC) typically at the January meeting. Teachers so affected may participate in interview and select to alternative sites only within the identified "hard to find" license areas.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION/SECTION 5.(continued)

4.2 Full-Time Equivalent Status Change. Teachers who request and for whom the District has granted a status change from full-time to part-time shall be assured a return to an equivalent (full-time) position if the part-time status is maintained for one year or less (unless extended to the end of the school year by Human Resources). This provision is void if the teacher is affected by staff reduction process. NOTE: The District has no obligation to grant requests for movement from full-time to part-time status.

If the return to full-time comes at the end of the school year, the teacher shall be placed in the pool for placement.

If part-time status extends beyond one year at teacher's request, there are no guarantees, claims or rights to full-time status.

SECTION 6. PROCEDURES: ~~MATCHING AND~~ PLACEMENT PROCESS AND RIGHT TO RETURN TO PREVIOUS BUILDING/PROGRAM

Subd. 1. Teachers within the building, department or program being reduced shall be placed on the placement list in the inverse order of their seniority.

1. For a full-time teacher assigned in more than one location, their seniority ranking shall apply to:
 - a) the building in which the majority of the teacher's teaching time is assigned,
 - OR
 - b) both buildings if teacher's time is evenly divided between two buildings.

Subd. 2. Teachers shall have filed with Human Resources a current address, telephone number, and e-mail address. Inability of Human Resources to reach a teacher because of the teacher's failure to inform that office of a current telephone number, email and mailing address shall void the teacher's right to reassignment until such current email and mailing address and telephone number are received in Human Resources no later than May 30th.

~~**Subd. 3. Matching Session Placement:**~~ Teachers who have been placed on the placement list and have not secured a position through the Interview and Selection (I&S) Process shall participate in ~~a Matching Session the placement process~~ to secure a position ~~that the teacher believes is the best match for them~~ for the upcoming school year. Teachers will be provided with access to a list of known vacancies prior to the ~~matching placement~~ session. The list of vacancies will be provided no later than July 1. Teachers who for some reason are unable to attend the ~~matching placement~~ session may submit their list in priority of preferred assignments for which they are qualified as defined in this article.

~~**Teachers will interview with sites during the matching session to secure a position. Both the site and the teacher shall agree that a match has been made. As teachers accept a position, they will verify that a match has been made with Human Resources.**~~

~~Subd. 4. Placement. After the matching session, the remaining list of vacancies shall be provided to teachers who have been placed on the placement list and who do not make a match during the matching session. These~~ Teachers will claim a vacancy in order of seniority for any remaining position in their licensure area.

4.1 Seniority rights are limited to the vacancies existing (for example, resignation has been received by Human Resources) at the time the teacher is contacted for reassignment.

Subd. 5. Right to Return: If one or more positions previously closed in a school, department or program are reopened prior to the first duty day for teachers in the school year, teachers with the most seniority who were previously required to leave that school, department or program shall have the option of returning to that assignment. This provision shall apply only if the teacher can be contacted by Human Resources. Such option must be exercised by the teacher at the time they are contacted by Human Resources, no later than the first teacher duty day. The teacher must have a current valid license required for the position that reopens.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION SECTION 6. (continued)

Subd. 6. Administrative Transfers: Administrators of programs which have need for teachers with special interests or abilities in addition to licensure shall utilize this procedure to the extent possible. However, where such needs cannot be filled by this procedure, exceptions shall be permitted in order to establish or maintain the program activities requiring these special interests or abilities.

Subd. 7. In the event that transfer of a teacher becomes necessary at a time other than prior to the beginning of the school year or other unique situations arise which were not anticipated and may not fall under the specific provisions of this article, such personnel changes shall be individually processed in a manner consistent with the general intent of this article, which is that seniority and qualification as defined herein shall govern. The district has the managerial right to administratively transfer teachers to the placement list. This right may only be exercised prior to May 15. Exceptions to this deadline may be made in exigent circumstances subject to the approval of the District and the Federation.

Subd. 8. A teacher may volunteer to be considered for the placement process by so advising Human Resources in writing prior to March 1. No such volunteer, if accepted and listed for placement, may then withdraw from such process for that school year, except with the approval of Human Resources.

Subd. 9. School Closing/Consolidation: When a school is closed or consolidated with another school, the transfers of teachers from the closing or consolidating building, which result from such closing or consolidation, shall be treated as transfers under the provisions of this section, in the following manner:

9.1 The basic assignment of a teacher is to a staff/student population (a school), rather than to a physical facility (a building).

9.2 The most senior qualified teachers shall have the first right to remain in the original assignment, except that in the case of a closing building, no teacher in the receiving building(s) shall be displaced involuntarily.

9.3 If the staff is reduced in a school involved in the merger, the least senior teachers in the program or department being reduced shall be those transferred except that if a more senior teacher wishes to volunteer for transfer from that school, the teacher shall have the right to transfer. In that instance, these conditions will prevail:

- . The transfer volunteer shall have the opportunity for interview with the principal of the other (receiving) school(s) involved in the merger, if requested, with the understanding that the District has no obligation to assign the transfer volunteer to that school.
- (b) If the transfer volunteer is not assigned to another school involved in the merger, that teacher's name shall be placed on the transfer list, and the same rights shall pertain as those of other teachers so listed.
- (c) The transfer volunteer shall have waived any right to reclaim a position in the school to which the teacher was originally assigned. However, if a position is open in that school, the teacher shall have the rights provided in the other provisions of this section.

Subd. 10. Tiered Licenses. In 2017, the State of Minnesota enacted new teacher licensure categories requiring less rigorous teacher preparation, less professional experience, and fewer qualifications. In order to ensure that students in the St. Paul Public Schools with the greatest needs receive the highest quality education, no more than 2% of total district teachers shall hold a Tier 1 Minnesota teaching license. These levels will be reviewed by January 15, in each academic year.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 7. PROCEDURES: LAYOFFS

Subd. 1. Layoff of teachers shall be made in the inverse order of seniority within the departments and/or programs in which they have been employed. No qualified teacher shall be laid off if there is any other like qualified teacher with less seniority in the same program or department.

Subd. 2. Pursuant to [M.S. §122A.41](#), teachers shall be notified by the Board in writing at least thirty (30) days prior to the effective date of the layoff. Teachers shall be given in writing, the reason for such action at the time the notice is given.

Subd. 3. Any teacher laid off pursuant to these provisions may engage in teaching or any other occupation during the period of such layoff and may be eligible for unemployment compensation if otherwise eligible by statute for such compensation without loss or reduction of reinstatement rights except as provided within this article. Layoff shall not result in the loss of seniority earned provided reappointment occurs within 39 months of the effective date of layoff.

Subd. 4. Teachers who possess Montessori certification and who are assigned to teach at a Montessori School may not be displaced by a more senior teacher who does not possess Montessori certification. Licensed Staff currently assigned to specialist positions not requiring Montessori certification at these schools will be displaced according to the normal process called for by this Agreement if staff reductions occur.

Subd. 5. Teachers who are assigned at an identified immersion or immersion articulation school and are in a position that requires fluency in a specific language may not be displaced by a more senior teacher who does not possess fluency in the language required by the program. Non-fluent staff currently assigned to one of the above immersion schools shall not be required to attain fluency as a condition of continuing in their assignment.

Subd. 6. Teachers who teach in identified American Indian Studies programs and articulation programs and who hold a valid Minnesota teaching license and the Eminence Credential of American Indian Language and Culture or a minor in American Indian Studies or its equivalent may not be displaced by a more senior teacher who does not possess the license or criteria. The equivalent shall include demonstration of education in the areas of American Indian literature, American Indian treaties and sovereignty, historical/cultural trauma (mental health, substance abuse, diabetes), Ojibwe teachings/Lakota virtues, and cultural etiquette and previous experience working with American Indian communities.

Subd. 7. Educators hired into the Licensed Staff Contract with previous experience earned in employment with the Saint Paul Public Schools as an Educational Assistant shall use their date of overall district seniority for purposes of layoff under Article 15. Section 6.

SECTION 8. PROCEDURES: REINSTATEMENT FROM LAYOFF

Subd. 1. No new teacher shall be employed to fill a vacancy when any teacher qualified to fill such position is on layoff and is available to fill such vacancy.

1.1 No teacher returning from leave of absence shall be assigned to fill a vacancy when any more senior teacher who is qualified for the position is on layoff and is available for the assignment.

1. 1.2 Human Resources shall rank those teachers scheduled to return from approved leaves for an approaching school year, by seniority order, according to their areas of licensure. For purposes of return from leave when there are similarly qualified teachers on layoff, the definition of "appropriate vacancy" in [Article 12, Section 3, Subd. 2](#), of the Agreement is further amplified as follows:

“A vacancy is only appropriate for a teacher awaiting return from leave whenever said teacher is not only qualified for the position, but also has greater seniority than any other similarly qualified teacher who remains on layoff.”

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)
SECTION 8. PROCEDURES: REINSTATEMENT FROM LAYOFF (continued)

1.3 A teacher may advise Human Resources, in writing, within 30 days after the effective date of layoff that they waive all recall rights in a specific (named) licensure they hold. The District is then relieved of any and all obligation to consider or contact the teacher for recall in such license. This waiver, once delivered to Human Resources, cannot be revoked or withdrawn by the teacher.

1.4 No teacher who has been properly laid off pursuant to these procedures may, after the effective date of such layoff, displace any teacher properly retained (even if such retained teacher is similarly qualified and less senior), by delivering to the District a teaching license, either new or renewed, which had not been registered with the District prior to the layoff.

Subd. 2. Teachers on layoff shall be reinstated to the positions from which they have been laid off. Teachers as defined under [M.S. §122A.41](#) shall have the right of recall to other available positions in the District in departments or programs in which they are qualified as such positions become available provided such assignment would not result in a promotion.

Subd. 3. Offers of reinstatement shall be made to teachers on layoff in seniority order, beginning with the greatest seniority, except in those situations where vacancies require either a Montessori certification, language fluency at an identified immersion or immersion articulation school/strand or licensure, and Eminence Credential of American Indian Language is required. In these instances, teachers possessing these credentials may be recalled in order of seniority to a position ahead of a more senior teacher who does not meet the stated credentials.

Subd. 4. Whenever a teacher is temporarily separated from the District by reason of layoff, it is the obligation of the teacher to inform Human Resources immediately (within two [2] days) of any change of address and telephone number. Failure to do so will void any rights to return until such time as the teacher does supply Human Resources with a current address and telephone number. When the proper information is received, if the teacher is still within the 39 month recall rights period, then that teacher's name will be restored to the appropriate remaining layoff list in appropriate order. No teacher already recalled shall be displaced.

Subd. 5. If a position becomes available for a qualified teacher on layoff, the District shall telephone or, if the teacher is not reached by telephone, then send by certified mail, notice to such teacher who shall have two (2) week days to respond to the telephone call and accept reinstatement or seven (7) calendar days from the date of mailing of such notice to accept reinstatement. Failure of such written notice to reach a teacher shall not be the responsibility of the District if sent pursuant to these provisions. Failure of the teacher to respond to either notice and accept reinstatement within the specified periods shall constitute a waiver on the part of the teacher of any and all rights to reinstatement then or thereafter.

Subd. 6. Teachers on layoff who are not otherwise gainfully employed by contract and who refuse reappointment to (a) vacant position(s) for which they are qualified, waive all rights to reinstatement, then or thereafter.

6.1 Refusal of an offered position because a teacher is otherwise gainfully employed by verified contract shall be permitted within these specified conditions. A teacher who is gainfully employed by contract may retain a right to later recall consideration, by delivering to the District and the Federation, by certified mail or hand delivery, within five (5) calendar days after being offered an assignment, a letter stating the date after which they will have concluded the current contract obligation and will be available for

recall. Such period shall not extend beyond the actual concluding date of recall eligibility. The District has no obligation to consider or contact the teacher regarding vacancies/recall during such period of verified contractual employment.

- 6.1.1 Only gainful employment based on an actual contractual commitment verified by the teacher shall qualify for this Subd. 6.1 exception.

Subd. 7. Reinstatement rights provided within this article shall terminate 39 months after the effective date of the layoff.

ARTICLE 15. PERSONNEL CHANGES RESULTING FROM STAFF REDUCTION (continued)

SECTION 9. PROCEDURES: DEMOTIONS

Subd. 1. Demotions shall be determined within a department or program on the basis of seniority, the teacher with the least seniority being demoted.

Subd. 2. The teacher who is demoted shall have the right to claim the next best vacant position for which the teacher is qualified; however, if two (2) or more demoted teachers with equal rights claim the position, the demoted teacher with most seniority shall be assigned to the position. "Next best position" shall refer to that position which affords the teacher the least economic loss. Such right of demoted teachers shall take precedence over seniority rights of teachers on the placement list.

Subd. 3. Teachers demoted under these provisions shall have the right to resume the position from which the teacher is demoted in the event the position is re-established, provided that the teacher remains qualified for the position.

Subd. 4. In the event a vacancy occurs in a position intermediate to the one from which the teacher was demoted and the one to which the teacher was subsequently appointed as a result of the demotion, that teacher shall have the right to claim such intermediate position if the teacher is qualified for the position.

Subd. 5. If no vacancy occurs for which a demoted teacher is qualified, and such demoted teacher has least seniority within departments or programs for which qualified, the teacher shall be placed on layoff and shall have the rights and obligations provided in Section 4 of this article; however, no qualified teacher shall be laid off if there is any other qualified teacher with less seniority in the same program or department.

Subd. 6. The rights of reinstatement or placement in an intermediate position provided in Subd. 3 and 4 of this section shall terminate 39 calendar months after the effective date of the demotion. Refusal of any offer of reinstatement or placement in an intermediate position shall result in immediate termination of such rights.