

Article 8 Layoff and Recall

A. Definitions

1. **Seniority:** Seniority shall be defined as the bargaining unit member's total length of continuous service in the District as a TSPC and/or non-TSPC licensed employee. Seniority will be computed and accrue from the bargaining unit member's first day of actual service in a bargaining unit position and shall continue to accrue during approved leaves of absence. In case two or more employees have the same date of employment with this District, the tie will be resolved by drawing lots. The District and the Association will draw lots within a week of identifying a need to establish seniority. Exceptions to the described calculation of seniority will be by agreement between the District and bargaining unit on a case-by-case basis.
2. **Teachers:** All licensed employees in the District who have direct responsibility for instruction or coordination of educational programs and who are compensated for their services. Teachers as defined in ORS 342.120 shall also be subject to a cultural and linguistic expertise assessment in accordance with ORS 342.934. MOVED TO SECTION B.3.
3. **Competence:** Shall be defined as those employees determined through the evaluation process to be both deficient in ability to teach a subject or grade level, or provide services based on recent teaching experience, and who have failed to demonstrate satisfactory improvement in accordance with the Evaluation Procedure's criteria for Program of Assistance for Improvement. The ability of a teacher to teach a subject or grade level based on consideration of their teaching experience within the last five (5) years related to the subject and/or grade level, educational attainments which may not be based solely on being licensed to teach, or the teachers willingness to undergo additional training or pursue additional education.
4. **Unit:** A unit description for layoff purposes only shall be District-wide as follows:
 - a. A grade level: Elementary K-5, secondary 6-8, or 9-12, or K-12.
 - b. Specific license or job classification within the levels as required for the position.
5. **Layoff:** Layoff will occur when the number of employees in a unit, less the number of resignations and retirements, exceeds the number of positions approved by the District for that unit.

B. Layoff Notice

Before making any layoff decisions, the District shall make every reasonable effort to:

- a-1. Transfer teachers of eliminated or adjusted classes to other teaching positions for which the teachers are licensed and qualified.
- b-2. Combine teaching positions in a manner that allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the School District and the competence consideration.
- c-3. Maintain the proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise. Teachers as defined in ORS 342.120 shall also be subject to a cultural and linguistic expertise assessment in accordance with ORS 342.934(1)(b).

After completing steps outlined in Sections B.a1, B.b2., and B.-c3. above in this Article, should a layoff still be deemed necessary the District will notify the Association as soon as the need for such a reduction is determined by Board resolution. Such notice will be in writing and will include the specific positions to be affected, the proposed time schedule, and the reasons for the proposed action. Such reasons within the law shall not be grievable. Upon request, and prior to the layoff, the District will discuss and receive input regarding the layoff from the Association.

C. Seniority List to Association

Following adoption of a Board resolution determining a need for layoff, the Superintendent or designee will provide the Association with a list showing the seniority, as defined in this Article, of each bargaining unit member.

D. Order of Retention

1. If the District determines that a layoff is necessary, then it will determine the employees to be retained in the following order:
 - a. Whether the employee(s) to be retained hold the proper license to fill the remaining position(s).
 - b. If required per statute, whether the employee(s) to be retained have cultural or linguistic expertise as defined in ORS 342.934(1)(b).
 - c. The seniority of the employee(s) to be retained, and
 - d. The competence of an employee being retained if the Board desires to lay off another employee with greater seniority.

E. Order of Layoff

1. Retired employees, who are contracting out their services to the District, will have no rights under Article 8, and will be terminated first should a reduction in staff be necessary, unless no current bargaining unit members possess the correct licensure. In accordance with the layoff process described below: after positions filled with contracted-back retirees have been vacated, temporary unit members will be laid off first, unit members that don't have full licensure as described below second, and then those in accordance with Article 8.D.1. last.
2. Employees who do not have full licensure as defined by Teacher Standards and Practices Commission, (for example, Emergency or Restricted licensure) will be laid off first should a reduction in staff be necessary unless no bargaining unit members possess the correct licensure.
3. After E. above, layoff shall be accomplished by notifying in writing the employees to be laid off. The notice shall state that the action constitutes a non-personal layoff from employment. It shall state the effective date of such layoff, describe the bargaining unit member's fringe benefits which may exist during a time following the layoff, and shall guarantee that upon recall as outlined below, the bargaining unit member shall be restored to all benefits, privileges, and status of the contract then in effect between the District and the Association.

F. Layoff Pool

Persons notified in Section B and D above will be placed in a layoff pool which shall exist throughout the period of recall as defined below. Those persons in the layoff pool may replace a bargaining unit member in any unit at the time of placement in the pool within the District who has less seniority, provided at the time of entry into the pool they are qualified by their license to hold such position. There can be no combining a position for which the employee is qualified with a position for which the employee is not qualified. Persons replaced as a result of this layoff pool shall be notified as provided in Section D above and shall have rights as granted herein.

G. Recall Procedure

1. If within twenty-seven (27) months of layoff, a vacancy or vacancies occur within the District, laid off employees shall be recalled in the inverse order of layoff to fill such vacancies for which they are qualified.
2. At the time of layoff, the District shall provide the laid-off bargaining unit members the opportunity to express in writing their desire to return to the District. The bargaining unit member will provide the District with the address to which recall notices should be sent at the time of layoff. In the event of a recall, the District shall notify a bargaining unit member who has expressed a desire to return to the District of the recall by certified return receipt letter sent to the last address given by the bargaining unit member to the District Office. The bargaining unit member shall have sixteen (16) calendar days from the receipt of such notice or thirty (30) calendar days from the date of mailing of such notice, whichever is earlier, to notify the District of intent to return. The bargaining unit member must thereafter report on the starting date specified by the District, providing that this will not be less than twenty-one (21) calendar days from the date the notice of recall was received or lose all recall rights. In the event the employee has accepted a teaching position in another district, they shall have sixty-seven (67) calendar days to report to work.
3. All benefits to which an employee was entitled at the time of layoff, including unused accumulated sick leave, will be restored to the employee upon the employee's return to active employment, and the employee will be placed on the proper step of the salary schedule. An

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employee will not receive increment credit for the time spent on layoff unless the employee was employed by an accredited school district as a licensed employee for a period of time equal to a majority of the District's work-year nor will such time count toward the fulfillment of time requirements for acquiring contract status. Employee benefits do not accrue during the time of layoff.

4. Employees covered by this Article will have the option to continue insurance programs at their own expense subject to the approval of the insurance carrier and in accordance with the law.
5. Employees covered by this Article will be given consideration for substitute work for which they are qualified; substitute work will not affect recall rights.

H. Appeal

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 final and binding on all interested parties as long as the arbitrator's decision is within his/her jurisdiction. The arbitrator's jurisdiction is further restricted as follows: The arbitrator is authorized to reverse the layoff or recall decision made by the District only if the District:

1. Exceeded its jurisdiction;
2. Failed to follow the procedure applicable to the matter before it;
3. Made a finding or order not supported by substantial evidence in the whole records; or
4. Improperly construed the applicable law.

I. District Wide Closure

In the case of a District-wide closure for budgetary reasons, those bargaining unit members released will be offered the opportunity to return to their previous positions, if they still exist, when schools reopen. Bargaining unit members whose positions have been eliminated due to budgetary/program changes relative to school closure will be subject to the layoff and recall procedures specified above.

Association

Date

5-12-26

District

Date

5/12/26