

3.4—REDUCTION IN FORCE

SECTION ONE

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary or desirable. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a ~~reduction in force~~ RIF, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards for Accreditation of Arkansas Public Schools and/or the North Central Association; and the needs of the district. A ~~reduction in force~~ RIF will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any ~~reduction in force~~ RIF will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area and/or, if applicable, specific grade levels.

If a ~~reduction in force~~ RIF becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will ~~be non-renewed~~ not be recommended for renewal or will be terminated first. ~~In the event of a tie between two (2) or more employees, the teacher(s) shall be retained whose name(s) appear first in the board's minutes of the date of hire.~~ There is no right or implied right for any teacher to "bump" or displace any other teacher except when permitted by policy 8.30³¹. ~~Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year.~~ It is each teacher's individual responsibility to ensure ~~his/her~~ their point totals are current in District files.

Points³²

- ~~Years of service in the district—1 point per year~~
~~All licensed position years in the district count including non-continuous years.~~
~~Service in any position not requiring teacher licensure does not count toward years of service.~~
~~Being employed fewer than one hundred sixty (160) days in a school year shall not constitute a year.~~
- Most recent summative evaluation rating (If the employee has not received a summative evaluation at the District, the district where the employee was employed prior to the District shall be contacted for the employee's most recent summative evaluation:
4 points—Received a "highly effective" rating
3 points – Received a "effective" rating
- Holds a license along the teacher career continuum:
2 point – Lead Professional Educator license
3 points – Master Professional Educator License
- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
1 point—Master's degree
2 points—Master's degree plus thirty additional hours
3 points—Educational specialist degree
4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the State Board—1 point per area
- Licensure for teaching in a State Board identified shortage area—2 points
- Multiple areas and/or grade levels of licensure as identified by the State Board —1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license is each worth one point.

When the District is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal ~~his- or her~~ their assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full

licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional; temporary; conditional on the fulfillment of additional course work or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training; or teaching under a waiver from licensure²¹.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:

1. An employee with a summative rating of "highly effective" shall be retained over an employee with a summative rating of only "effective".
2. If both employees have the same summative rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any ~~reduction in force~~ RIF brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if necessary, with the receiving district's salary schedule. Further adjustments will be made if length of contract or job assignments change.⁴³ A Partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

Recall⁴⁴

Option 1

There shall be no right of recall for any teacher.

Option 2

For a period of up to two (2) years from June 30 of the date of board action on the teacher's non-renewal or termination recommendation year an employee was not renewed or was terminated under this policy, a teacher who ~~is non-renewed~~ was not renewed or was terminated from a 1.0 full time equivalent (FTE) position under this policy shall be offered an opportunity to fill any 1.0 FTE position vacancy ~~for which he or she~~ that the employee is required to hold a license as a condition of employment and ~~for which he or she~~ that the employee is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee.

A teacher shall not have the right to be recalled to a licensed position that is less than a 1.0 FTE, has less authority or responsibility, or that has a lower compensation level, index or stipend. No right of recall shall exist for ~~non-renewal from a stipend, or non-renewal~~ the elimination or reduction of a stipend; or ~~non-renewal to reduce a reduction in~~ contract length. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority or responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

~~A non-renewed or terminated teacher shall be eligible to be recalled for a period of two (2) years~~ Recall of employees under this policy shall be in the reverse order of that used to determine the employees that would be RIFed (i.e. the teacher with the highest points will be recalled first and the teacher with the lowest points will be recalled last) ~~of the non-renewal or termination to any position for which he or she is qualified~~. Notice of vacancies shall be by first class mail to all teachers reasonably believed to be both qualified for and subject to rehire for a particular position and the ~~non-renewed or terminated~~ teachers shall have ten (10) working days from the date the notification is mailed ~~in which~~ to conditionally accept the offer of a position, with the actual offer going to the qualified teacher with the most points who responds within the ten (10) day time period. A lack of response, as evidenced by a teacher's failure to respond within ten (10) working days, or a teacher's express refusal of a position or an employee's acceptance of a position but failure to sign an employment contract within two (2) business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the ~~non-renewed or terminated~~ teacher RIFed under this policy. No further rights to be rehired because of the ~~reduction in force~~ RIF shall exist.

SECTION TWO⁵

Option A

In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked according to years of service, licensure, degrees, and training in accordance with Section 1 of this policy. ~~A year of teaching at~~ The date of hire by the board of an annexed or consolidated district will be counted the same as a year at the receiving or resulting district. No credit for years of service will be given at other public or private schools, or for higher education or Educational Service Cooperative employment shall be used to settle a tie between employees.

Option B

The employees of any school district which annexes to, or consolidates with, the Deer/Mt. Judea District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Deer/Mt. Judea District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Deer/Mt. Judea District.

Such employees will not be considered as having any seniority within the Deer/Mt. Judea District and may not claim an entitlement under a ~~reduction in force~~ RIF to any position held by a Deer/Mt. Judea District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail, e-mail, or have hand-delivered the notification to such employee of the superintendent's intention to recommend ~~non-renewal or termination~~ the employee not be renewed or be terminated pursuant to a ~~reduction in force~~ RIF within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Deer/Mt. Judea District's ~~reduction in force~~ RIF policy. Any ~~such~~ employees who ~~are non-renewed~~ were not renewed or were terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the ~~reduction in force~~ RIF process.

This subsection of the ~~reduction in force~~ RIF policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue a notification of the superintendent's intention to recommend dismissal through ~~reduction in force~~ RIF, but merely that the superintendent has that period of time in which to issue a notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Deer/Mt. Judea District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the ~~reduction in force~~ RIF policy.

Notes: ¹ ~~Select either Option 1 or 2 on the basis of which system will work best for your district and its students. In addition to this policy, districts are required to adopt a written plan for conducting a RIF that includes Staff positions that are to be eliminated and the performance and effectiveness metrics that will be used to determine retention of each position. Districts are required to submit a copy of the reduction in force plan to the Division of Elementary and Secondary Education each time it is updated.~~

²¹ Individuals teaching under a waiver from licensure are actually classified employees. The language here is intended to clarify that an individual licensed in the area/grade(s) in question who would have otherwise been ~~non-renewed~~ not renewed or terminated shall be retained over a classified employee teaching under a waiver even if it would result in "bumping" the classified employee. If you do not have a waiver authorizing individuals to teach without a license, you may choose to not include the language regarding the exception for policy 8.30 and on those individuals teaching under a waiver from licensure.

³² The list may be changed to reflect the beliefs of your district regarding what criteria are the most beneficial to students and the district. You may choose to add or delete additional criteria and/or change the value of the points given to each criterion. For example, you could choose to lessen or increase any of the point values for a criterion, or you could add or delete point categories. A.C.A. § 6-13-636 requires that "effectiveness" be the primary determining factor for retention of an employee and prohibits using seniority as the primary factor. In addition, A.C.A. § 6-17-2407 prohibits an employee's seniority, an employee's length of service with the school district, an employee's total professional development hours, and the education level of an employee from factoring for more than fifty percent (50%) of the total criteria used by a district.

⁴³ For example: It may be discovered that a teacher is receiving a stipend for duties that he/she has not performed for several years. As part of the ~~reduction in force~~ RIF, the teacher would be sent notification by the superintendent that the superintendent intended to partially ~~non-renew~~ the teacher excluding teacher's contract

without the obsolete stipend.

⁴ Select either Option 1 or 2 on the basis of which system will work best for your district and its students.

⁵ Select the option of your choice. If you choose Option B, the ninety (90) day time period may be lengthened or shortened (within reason) to suit your preference.

Legal References: A.C.A. § 6-13-636
 A.C.A. § 6-17-201
 A.C.A. § 6-17-2407

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