

Article 13 — Layoff and Recall

The District shall determine when a layoff is necessary and which programs will be affected. However, the District agrees that such layoff shall be implemented in accordance with the following procedure: Whenever the Board determines that a layoff is necessary, it shall notify the Council. Such notice shall be in writing and shall include the specific positions to be affected, the proposed time schedule and the reasons for the proposed action. Reasons shall not be grievable. Affected employees shall be notified at least thirty (30) calendar days prior to the effective date of the layoff. In the event of school closure due to lack of funds, however, the notice shall be ten (10) calendar days.

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

A. **COMPLIANCE.** Since ORS 342.934 (1) states that reduction of teaching staff shall be as provided therein, the parties agree that in the event of a conflict, ambiguity or inconsistency between its provisions and the provisions of this Agreement, the statutory provisions will prevail.

B. **LAYOFF.**

1. The District shall determine the number of positions to be reduced within the following programs.

PROGRAM: AUDIOLOGY
POSITION(S): Audiologist

PROGRAM: ASSISTIVE TECHNOLOGY
POSITION(S): Assistive Technology Specialist

PROGRAM: STEPS
POSITIONS: Vocational Specialist
Lead Teacher – Multiple & Severe Disabilities
Teacher, Mentally Multiply Disabled
Registered Nurse

Transition Specialist

PROGRAM: REGIONAL PROGRAMS
POSITIONS: Teacher of Visually Impaired
Autism Spectrum Disorders Consultant
Physical Therapist
Occupational Therapist
Teacher of Deaf/Hard of Hearing
EI Therapy Specialist

PROGRAM: TECHNOLOGY AND MEDIA SERVICES
POSITIONS: Media Specialist

PROGRAM: PSYCHOLOGICAL SERVICES
POSITIONS: School Psychologist

PROGRAM: SCHOOL IMPROVEMENT
POSITIONS: School Improvement Specialist
School Improvement Technology Integration Specialist

PROGRAM: SPEECH
POSITIONS: Speech-Language Pathologist
Augmentative Communication Specialist
Feeding/Swallowing Specialist

PROGRAM: EARLY CHILDHOOD
POSITIONS: EI Specialist
EI/ECSE Behavior Specialist
EI/ECSE Evaluation Specialist
Lead Speech Language Pathologist

2. [TSPC licensed staff shall also be subject to a cultural and linguistic expertise assessment in accordance with ORS 342.934.](#)
3. Upon determination of the least senior bargaining unit member within the above-identified programs, those identified individuals will be placed in the transfer pool.
34. Persons with three (3) years or more service shall be transferred to positions within the programs listed in B (1) above provided such position is held by a person with fewer years of seniority and provided the person is qualified and endorsed to fill such position and the person replaced shall be placed in the transfer pool

C. TRANSFER POOL

1. Every reasonable effort will be made to transfer persons identified in B above to other positions for which they are endorsed and qualified. Bargaining unit members subject to layoff shall have the right to refuse a transfer to a position outside of their current assignment area. Assignment areas are defined as: Douglas County, Jackson/Josephine Counties, and Klamath County.
2. Seniority shall be defined as length of current continuous service to the District beginning with the first paid contracted day of service. Ties shall be broken by drawing lots.
 - a. The foregoing may be modified to the extent the District determined competence and merit as the same are defined in ORS 342.934 (9) and implemented in ORS 342.934 (4).
3. The District shall be required to confer and consult with the Council representatives prior to notification of the person to be laid off; however, the final determination shall be made by the District subject to the grievance procedure of the Agreement. However the decision of the District to reduce the work force shall not be grievable, arbitrable, nor subject to an unfair labor practice complaint for breach of contract (ORS 243.672(1)(g)).

D. RECALL PROCEDURE

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1. Employees shall be recalled to positions they are endorsed and qualified to fill when an opening occurs.
2. Recall shall be in inverse order of layoff, i.e.:
 - a. Contract employees shall be recalled first followed by third year probationary members to positions for which they are endorsed and qualified.
 - b. Other probationary employees shall be recalled after the list of contract and third year probationary employees to positions for which they are endorsed and qualified.
 - c. Employees have the right to refuse a recall to a position outside of their current assignment areas as identified in Section C.1.
3. Notice of recall shall be sent via certified mail to the last address given to the Personnel Office by the bargaining unit member. A bargaining unit member shall have fourteen (14) calendar days from the date the notice of recall was mailed to notify the District of his/her 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 actually return to work within the time limits shall be considered the resignation of said employee.
4. Contract and probationary employees who are laid off from the District or have refused a transfer or recall out of their current assignment area as identified in Section C., 1, 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 to a position located in their assignment area.

E. LAYOFF BENEFITS

1. Provided the insurer is willing to do so, the District shall extend coverage under its medical program, provided for in Article 21, for the balance of the layoff to contract and probationary employees who are laid off. The District will pay the cost of such primary medical, dental and vision premiums during the first month following layoff and such coverage may be continued by the employee for the balance of the layoff provided the employee pays the premium. Employees who accept other employment which provides group medical insurance shall not be eligible for the extension of group insurance coverage.
2. All benefits to which an employee was entitled at the time of an employee's layoff will be restored upon the employee's 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.

- F. The foregoing provision shall have no application in the event of school closure in a District other

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than E.S.D.

- G. **E.S.D. 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 E.S.D. closure. During E.S.D. closure due to lack of funds, the District acknowledges that the bargaining unit members are temporarily laid off, and agree to recall bargaining unit members, pursuant to Paragraph C above, to regular duty upon reopening. Employees are not paid nor accrue seniority for salary purposes for any days laid off.