



GCQA-R - INSTRUCTIONAL STAFF REDUCTION IN FORCE

The following procedures will be followed in effecting a reduction in the instructional staff work force.

1. REVIEW OF INDIVIDUAL CANCELLATIONS

Within 10 days after receiving a notice of cancellation of employment, a teacher may request a review of the action by the Board of Education. The request must be in writing, addressed to the president of the Board. The request for review must specify the grounds on which it is contended that the decision was improper under the accompanying policy and must include a statement of facts that the teacher believes support his contention. When appropriate, more than one case may be heard at the same time.

Review will be made solely to determine if the cancellation of employment was made in accordance with the accompanying policy.

The Board will consider the request and will schedule a hearing to be held within 10 days after the request is received. The teacher will be given at least five days' notice of the hearing. The Board of Education may delegate the responsibility for conducting a hearing to an impartial hearing officer selected by the Board.

2. CONDUCT OF HEARING

The hearing will be conducted informally and, upon request of either party, in private. The teacher may be represented by counsel. The school district will have no obligation to pay for the service of counsel representing the teacher. A recorded transcription of the proceedings will be maintained.

The Board or hearing officer may consider only such evidence as is presented at the hearing, and it need consider only the evidence that it considers fair and reliable. All witnesses will be placed under oath.

The hearing will begin with the teacher's presentation, limited to those grounds specified in the request for a hearing and supported by such proof as is offered. When this presentation is concluded, the Board or hearing officer will recess to consider whether the proof offered in support of the contention establishes the contention by a preponderance of the evidence. If it is determined that the contention has not been established, the Board or hearing officer will notify the parties and conclude the proceedings.

If it is determined that rebuttal is desirable, the hearing will proceed. The superintendent or counsel may then present in rebuttal of the teacher's contention or in general support of the decision to terminate, testimonial and documentary proof.

After the superintendent or counsel completes the presentation, the Board will consider the matter in executive session or, where there is a hearing officer, the hearing officer may take the matter under advisement.

If the hearing was conducted by a hearing officer, the Board will be bound by the findings of fact of the hearing officer. However, any conclusion drawn from these findings and the hearing officer's recommendations will not be binding on the Board. The hearing officer will make written findings and recommendations to the Board and to the teacher. The Board will act on the hearing officer's findings and recommendations at its next regular meeting following receipt of the recommendation.

3. PROCEDURE AFTER HEARING

The Board will make a decision within 14 days following the completion of the hearing.

If the Board determines that the teacher's contention has not been established, it will notify the teacher and the superintendent in writing. Such a determination finally confirms the decision to cancel employment.

If the Board determines that the teacher's contention has been established, it will notify the teacher and the superintendent by written notice that states that corrective action will be taken.

4. LEAVE-OF-ABSENCE STATUS

Each teacher whose contract has been terminated through a reduction in force will be eligible for a two-year unpaid leave of absence. During the leave of absence, the teacher will maintain all benefits accrued prior to the leave. The full cost of all health, dental, and life insurance premiums must be paid by the teacher.

If a teacher is returned to a teaching position in Poudre R-1 during such a leave of absence, non-probationary status, placement on the salary schedule, sick leave, personal leave, and all other benefits accrued prior to the leave will be retained.

5. RECALL

A teacher whose employment has been canceled due to a reduction in force will remain eligible for recall for a total of three years including two years on leave of absence status.

Ninety days prior to the end of the first and second years of recall eligibility, each individual will be notified that in order to continue on recall status notice of intent to

return must be received by the human resources office in writing within 30 calendar days of notification.

Ninety days prior to the end of the third year on recall status, each individual will be notified that his name will be removed from the recall list.

It will be the responsibility of any teacher whose employment has been canceled through a reduction in force to inform the office of human resources in writing of any change of address.

Teachers whose employment has been canceled due to a reduction in force will be recalled in order of greatest seniority for the endorsement area in which the vacancy exists.

The job offer will be sent by certified letter to the last address given the district by the teacher. A copy of the recall letter will be sent to the Poudre Education Association office.

The teacher recalled will have 30 calendar days from the date the letter was mailed to respond to the job offer.

If the job offer is made and accepted for a position which begins during the academic year, the teacher recalled will be required to report to duty within 30 days. If a job offer is made and accepted for a position which begins with a new school year, the teacher recalled will be required to report for duty at the same time as other returning teachers.

Failure to respond to the recall notification or to report to the accepted job will be considered refusal of the job offer.

Any teacher on the recall list who has signed a contract to work for another school district and receives a recall offer from Poudre R-1 may refuse to accept the recall offer until the date when contract obligations to the teacher's current employer have been met but not to exceed the end of the current school year. When such a teacher receives a recall offer, the teacher must respond in writing stating that he will accept employment with Poudre R-1 at the beginning of the next school year and must attach verification of contract status with the other school district. Failure to accept a job offered while a teacher is employed by another school district will not be construed as refusal of a job offer.

Any teacher on the recall list who refuses a job offer will have his name removed from the list at that time.

If a teacher is recalled to a teaching position in Poudre R-1 during the third year, he will retain non-probationary status earned prior to the leave but will be placed on the salary schedule in accordance with hiring procedures relative to new hires.

A teacher accepting a recall offer involving a temporary position will have the option to transfer into a permanent position should one become available. If there are two teachers so interested, the decision will be based upon seniority criteria.

Approved: November 1987

CONTRACT REFS.:

Employee Agreement, Guideline Ar020--Reduction in Force Appeal Procedures and Ar030--Reduction in Force Recall Procedure--Certified

NOTE:

Policies and regulations in the GC section (Professional Staff) pertain only to instructional and administrative staff members.