

Reduction in Force**A. Reduction in Force**

When the District experiences a decline in student enrollment and/or a fiscal exigency of such magnitude that a reduction of force is justified, it will be the policy of the Board to follow the procedures listed below to guarantee the most equitable situation for the employees involved and the least impact on the instructional program.

1. Definitions

- a. "Reduction in Force" is cancellation of the contract of a teacher because of a reduction of the number of employees on the teacher salary schedule.
- b. "Length of Service" is time served in a teacher salary schedule position and will be computed from the employee's first day of continuous employment in the District.
- c. "Recall" is notification of and return to active service in the District of an employee whose contract has been canceled under this policy.
- d. "Fiscal Exigency" is any decline in the Board's ability to fund the operation of the District that necessitates, in the Board's judgment, a reduction in the District's current general fund budget.

2. Procedures

- a. Should the District allege the need at any time for contract cancellations due to a reduction of position(s), the affected teacher(s) and the Association, if requested by the Association, will be notified of the conditions necessitating the reduction in force at least forty working days before the anticipated reduction in force. The Superintendent will furnish the Board and the Association with identical facts, figures and relevant data justifying the proposed reduction in force.
- b. The District will make an effort to reduce non-instructional programs before reducing teaching positions.
- c. The District must attempt to avoid reductions in force by reducing the number of employees through attrition. Attrition will include retirement, resignations and extended leaves of absence.
- d. Every attempt will be made to use the transfer policy and procedures to reassign qualified incumbents from such positions to other positions in the District for which they are qualified in order to avoid reductions in force.
- e. If reassignment is not possible, teachers will be reduced based on length of service in the District by group. The groups will be designated by years of

service (4-6, 7-9, 10-12, etc.). (Probationary teachers are not referenced in the ref policy because probationary non-renewals will take place prior to implementation of this policy.) Reduction in force will take place within certification and/or endorsement by groups starting with the least senior group. When making the determination as to which teachers will be reduced, consideration will be given to appraisals, experience in the endorsement area, and special ability to perform the assignment. Teachers holding multiple subject matter or special certification will be placed in each classification group for which they are qualified by certification or endorsement.

- f. Nothing in this policy will limit the Board's right to non-renew the contracts of probationary teachers.
- g. If an employee wishes to challenge the contract cancellation, a grievance may be commenced at Level 2 using the Grievance Procedure found in Policy 4136.

3. Recall Procedure

- a. An employee whose contract has been canceled is eligible to use the Grievance Procedure, commencing at Level 2, if a dispute arises regarding these recall provisions.
- b. An employee will remain on the recall list for two years from the date of his/her contract cancellation unless the employee waives such rights in writing.
- c. The District will not hire a new teacher to fill a position for which a teacher on the recall list is eligible.
- d. When a position becomes available, qualified employees whose contracts have been canceled will be recalled in the reverse order of their contract cancellation.
- e. An employee will be notified of recall by certified letter. Copies of all recall letters shall be sent to the Association. The recalled employee will have 14 calendar days from the receipt of the notice to accept the position. If the employee does not respond within 14 days, he/she will be deemed to have refused the position. The employee has the obligation to inform the District of his/her current address.
- f. Employees recalled within two years will not revert to probationary status.
- g. An employee recalled within two years will be placed on the Salary Schedule and given full credit for previous Cherry Creek teaching experience and outside experience credit as provided in Policy 4141.

4. Additional Provisions

- a. The terms of this Policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.

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- b. If any provision of this Policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
- c. Upon mutual agreement, this Policy may be renegotiated in whole or in part at any time during the life of this Policy.
- d. Any additions, deletions or revisions to this Policy will be distributed to those affected, and be in effect after ratification by the Association membership and adoption by the Board of Education.
- e. Neither the recognized Association nor the Board of Education can refuse to renegotiate this Policy at the next requested round of negotiations, following the timeline set forth in Policy 4135, if this Policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of teachers' annual contract year.

Revised: March 16, 1992

Adopted: April 13, 1992

Effective: January 1, 1992