

Reduction in Professional Staff Work Force: Reduction in Force

A. In General

A loss of students in ADM, changes in educational programs, inadequate appropriations, expiration of special grants and/or other unforeseen conditions may result in a reduction in staff. In such event, the Superintendent will determine the areas, subjects, programs, and/or operations that will lose positions. The application of this policy will be for the division as a whole rather than by individual facilities.

B. Definition of Terms

1. Seniority

Seniority shall be that period of time commencing with the most recent term of continuous service with the Westmoreland County Public Schools, including authorized leave(s), but excluding employment under temporary or interim contract. For the purpose of this policy only teachers who work the equivalent of 180 workdays in a school year will be credited with one full year of service. Should a tie exist, the tie shall be broken in the sequential order as follows:

- a. official beginning date of employment as shown on the teacher's contract;
- b. the date the School Board took action on the employment of the teacher as shown in the Board's minutes;
- c. date of teacher's signature on the teacher's contract; and selection by lot.

2. Endorsement Area

The teaching endorsement shown on the current teaching license as issued by the State Department of Education.

3. Seniority Lists

- a. The seniority lists for teachers will be shown in ascending order of seniority and shall be comprised of four categories of lists based on endorsement or other special areas (or on the comparable endorsement areas under the Licensure Regulations of the Board of Education in effect at the time it may become necessary to implement reduction in force procedures) as follows:
 1. Subject Areas—English, Mathematics, History/Social Studies, etc.
 2. Primary - NK-3
 3. Elementary – 4-7

4. Special Areas—Special Education, Reading, Federal and specially funded programs, Adult Education, Gifted or other special areas.

b. Experience Credit

1. Teachers shall be entered on all seniority lists in areas for which they are both endorsed and have actual teaching experience within the previous five years as of the beginning of the following year. Teachers with an active assignment that does not require a specific endorsement will be placed on the seniority list(s) of any endorsement area(s) in which they taught in the previous five years. Teachers whose assignment(s) for the entire five year period did not require a specific endorsement will be placed on the seniority list(s) of the endorsement area(s) on their current license in which they most recently taught without regard to the previous five-year teaching requirement stipulation. The teacher, upon written request and with the approval of the superintendent, may be entered on other seniority lists in an area(s) which he/she is endorsed, but had not taught within the previous five years. The relatedness of such areas of endorsement to previous assignment(s) shall be among the factors considered in determining inclusion on additional seniority lists.
2. A teacher holding a comprehensive elementary endorsement of grades K-7 or grades 1-7 will be listed in the first category that is appropriate to the active assignment of the employee either K-3 or 4-7. Placement on other lists will be contingent upon the provisions found in 3.b (1) above.

4. Active Assignment

The endorsement area in which the individual is actively employed at such time as it may become necessary to implement reduction in force procedures.

5. Teacher

“Teacher” means a person regularly employed full-time under contract as a classroom teacher, guidance counselor, librarian, or visiting teacher.

6. Continuing Contract Teacher

A continuing contract teacher is a teacher who both has been issued a continuing contract and who has worked under that contract.

C. Reduction in Force

1. Continuing Contract Teachers:

Destaffing teachers under continuing contract will be based on seniority as defined in Section B of this policy.

2. Probationary Contract Teachers:

Destaffing of teachers under probationary contract, on or before June 15 of each school year, will be in accordance with the procedure set forth in the Code of Virginia, Section 22.1-305. Destaffing of teachers under probationary contract, after June 15 of each school year, will be in accordance with the provisions set forth in this policy.

3. Transfers:

Transfers may be made within the division to accommodate the retention of employees affected by the reduction in work force. The selection of personnel to be transferred will be governed by the need to maintain maximum effectiveness as determined by the Superintendent in his/her sole discretion. Should a person refuse an assignment by transfer, he/she will lose all seniority and recall rights.

4. Exceptions:

- a. The provisions of this policy shall not apply to the employment of personnel whose special skills and/or active assignment is essential to the effective operation of the school program. The determination of essential personnel shall be solely at the discretion of the School Board upon recommendation of the Superintendent.
- b. The provisions of this policy shall not apply and shall not provide the basis for any employee action in situations involving adjustments in length of contracts of any personnel of the school division.
- c. Any teacher on a plan of improvement shall not have any seniority or recall rights; provided, however, that the Superintendent shall review the circumstances surrounding such plan of improvement, including, but not limited to, whether sufficient time has elapsed to allow the teacher to pursue the recommended corrective actions; whether the teacher has diligently pursued the recommended corrective actions; and whether the teacher had been previously placed on a plan of improvement. Based on such review, the Superintendent may, in his or her sole discretion, exempt the teacher from this provision.
- d. Any teacher who received an unsatisfactory evaluation for the previous year shall not have any seniority or recall rights.

5. Notification:

All employees scheduled for reduction in work force under this policy shall be notified in writing at the earliest possible date but not later than June 15 preceding the school year for which reduction in work force shall become effective unless insufficient funding or decrease in enrollment after that date requires further or additional adjustments.

6. Recall:
- a. The provisions for recall shall apply to continuing contract teachers only.
 - b. Teachers under probationary contract shall have no recall rights but will be given consideration for reemployment at the discretion of the school board upon recommendation of the superintendent. The performance of the individual and length of service shall be among the factors considered in making this recommendation.
 - c. When openings occur, the eligible de-staffed continuing contract teacher with the greatest seniority will be offered a vacant position in the endorsement area of his/her active assignment at the time of the reduction in work force. A teacher may be offered a position that is in his/her endorsement area, but not in his/her active assignment. In any event, a teacher offered a position must accept the assignment or lose all recall rights. Eligible licensed employees who have not been recalled within one (1) year from time of notification of reduction in work force will have no further recall rights.
 - d. When an eligible de-staffed continuing contract teacher is to be recalled, he/she will be notified first by telephone and/or e-mail. If the employee cannot be reached through either of those means, the teacher will be notified by certified mail at his/her last known address. If the offer of re-employment is not accepted in writing within ten (10) work days of the notice of recall, all rights of recall will be forfeited. It shall be the responsibility of the teacher to maintain an accurate address with the Superintendent's office.
 - e. The teacher will not be eligible for recall if:
 1. The teacher, subsequent to termination, makes a contractual commitment with another school or school division from which release cannot be obtained prior to July 15. This restriction shall apply to the one (1) year of eligibility for recall.
 2. The teacher fails to maintain a valid teacher's license.
 3. The teacher, subsequent to termination, becomes unable to qualify for a position either in his/her area of endorsement or area of assignment.
 - f. Upon return to employment on recall, eligible employees will resume an appropriate placement on the salary schedule and will not receive credit for the time they were laid off.

D. Board Minutes

To avoid negative implications with regard to the professional record of a teacher de-staffed under this policy, the minutes of the board will clearly show that such termination of employment was due to a reduction in force.

Board Prerogatives

Notwithstanding any rights herein granted by the School Board, the School Board reserves the right to at all times de-staff, transfer, reassign, or recall employees of the division in any manner as may be, in the School Board's sole discretion, necessary in the best interest of and for the more efficient operation of the schools of the division.

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