

Reduction In Force. A reduction in force of certificated staff members may be determined to be appropriate due to declining enrollment in a grade or grades, changes in financial support, changes in curricular programs, a decline in the taxable value of property located within the school district, increased costs of operation in the school district, or another change or changes in circumstances. The board of education shall, in its sole discretion, determine whether such change or changes have occurred and whether a reduction of certificated staff is necessary. Changes in certificated staff will be accomplished, when possible, through the normal procedures of resignations, retirements, leaves of absence, and other methods of changes of staff.

Notification of Affected Personnel. The superintendent of schools shall notify those certificated employees whose contracts may be reduced. Provided, however, that the employment of a permanent employee may not be terminated through a reduction in force while a probationary employee is retained to render a service which such permanent employee is qualified for by reason of certification and endorsement to perform or where a certification is not applicable, by reason of college credits in the teaching area.

Definition of Reduction in Force. A reduction in force shall consist of a reduction of one or more positions or a reduction in the percentage of employment of one or more certificated staff members, even if the number or percentage of employment of the certificated staff overall may be increased by other hirings or increases in the percentage of employment of other employees. Reduction in force may result in the termination of employment or an amendment of an employee's contract reducing the extent of the employee's employment.

Administration. Due to the confidential and unique personal working relationship necessary between the administration and the board of education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

Criteria. The selection of personnel for reduction in force shall be made with consideration given to the following criteria, which are not listed in any order of importance: (1) programs to be offered; (2) areas of certification and

endorsement which would be of present or future value to the school district; (3) state and federal regulations which may mandate certain employment practices; (4) special qualifications acquired by specific training, and/or experience; (5) contributions to district's activity programs; (6) qualifications based on past performance and competence as determined by the principal, superintendent, and/or other evaluator through employee evaluation procedures; (7) the organizational and educational effect created by multiple part-time certificated employees; and (8) any other reasons which are rationally related to the instruction in or administration of the school system.

Performance Evaluation. For purposes of reduction in force, performance evaluation shall be based upon a minimum of one classroom observation per year for 15 minutes. The evaluation form shall be the document used for the periodic evaluation of teachers' teaching performance.

Endorsement. Endorsement shall mean the endorsement(s) as shown on each teacher's Nebraska Teaching Certificate.

Special or Advanced Training. Special or advanced training shall mean the college credits or special training in a teaching area or areas under consideration.

Contribution to the Activity Programs. Contribution to the activity programs shall mean the employee's involvement in the programs and activities sponsored by the school district.

Experience. Experience shall mean actual teaching experience on a full-time equivalency basis in the school district.

Use of Evaluations. If employee evaluations are to be used as a criterion in a reduction in force, the comparison of evaluations shall be based on the most recent three years of evaluations. For the purposes of this policy, employees shall be observed and evaluated at least once per year for a minimum of 15 minutes on the forms used for the periodic evaluation of certificated staff members. If three years of evaluations are not available for an employee, the comparison shall be made on the basis of the evaluations available for that employee.

Uninterrupted Service. If, after consideration of the criteria set forth above, it is the opinion of the board of education that no significant difference exists between or among certificated employees being considered for reduction in force, the employee(s) with the longest uninterrupted service to the district shall be retained. Uninterrupted length of service shall be defined as the number of continuous full-time equivalent years of employment in the school district as a teacher. A full-time equivalent year is defined as employment on a full-time basis for an entire school year. Less than full-time employment would reduce the teacher's full-time equivalent employment for a school year. For example, a teacher employed on a half-time basis would be credited with half a year of full-time equivalent employment. A break in service will terminate a teacher's seniority and length of service under this provision. That period of time when a teacher is on a leave of absence shall not constitute a break in service; however, any years of absences or fractions of years of leave of absence will not count as years of employment for the purposes of determining the length of a teacher's uninterrupted service.

Dismissal With Honor; Right of Recall. Any certificated employee whose contract has been terminated shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall be preferred rights to re-employment for a period of 24 months commencing at the end of the contract year, and the employee shall be recalled on the basis of length of service to the school or any position to which he or she is qualified by endorsement or college preparation to teach. Upon re-employment, a recalled employee shall be placed on the salary schedule and provided fringe benefits based on existing school district policies and the current negotiated agreement. Any year or years of absence from employment shall not be considered as a year or years of employment by the school district. An employee under contract to another educational institution may waive recall, but such waiver shall not deprive the employee of his or right to subsequent recall.

Filing of Endorsement. It shall be the responsibility of each certificated employee to file with the superintendent of schools a copy of the employee's teaching certificate, including endorsements, upon initial employment with the school district. On or before March 1st of each year thereafter, for so long as an employee is employed in the school system or has rights of recall, it shall be the responsibility of the

employee to file with the superintendent evidence of any changes in certification or endorsements which have occurred since March 1st of the previous year, or are pending.

Filing of Change in Address; Offer of Recall. Any certificated employee whose employment contract is terminated as a result of reduction in force shall, during the period which he or she is eligible for recall, report his or her current address to the superintendent of schools and shall inform the superintendent of any changes of address thereafter. If a vacancy in the system occurs for which an employee has right of recall, the offer of such employment may be sent by the superintendent to the employee's last known address. If the school district does not receive written acceptance of such offer from the employee within ten days of mailing, the employee shall be deemed to have waived his or her rights to recall and to said employment position.

Legal Reference:	§79-846 through §79-849	Reduction in Force Policy, Requirements, Board of Education and Administrative Duties, Contract Terminations, Recall Rights, Compliance with Federal and State Law.
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