

3.04 – LICENSED PERSONNEL REDUCTION IN FORCE

The School Board acknowledges its authority to conduct a reduction in force (RIF) when a decrease in enrollment or other reason(s) make such a reduction necessary. A RIF will be conducted when the need for a reduction in the work force exceeds the normal rate of attrition for that portion of the staff that is in excess of the needs of the district as determined by the superintendent.

In effecting a reduction in force, the primary goals of the school district shall be realizing the best interests of the students; maintaining compliance with the Standards of Accreditation for Arkansas Public Schools and meeting the needs of the district. A reduction in force will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination or both. Any reduction in force will be conducted by evaluating the needs and long- and short-term goals of the school district, and by examining the staffing of the district in each licensure area, and/or, if applicable, specific grade levels.

If a reduction in force becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area on the basis of each employee's points as determined by the procedures set forth in this policy. In making a determination of specific employee(s) to be affected by the RIF, the superintendent shall accomplish any necessary reduction by progressing, in order, through the following four (4) steps and shall conclude when the necessary number of employees have been non-renewed or terminated. If it becomes necessary to progress to step four (4) of this policy, the employee(s) with the fewest number of points shall be affected.

Any reduction shall be made as follows:

STEP 1: Through natural attrition;

STEP 2: Employees with only a temporary or provisional certificate in the affected licensure area or grade level;

STEP 3: Part time employees in the affected licensure area or grade level;

*Any elementary Reduction in Force will be conducted based on licensure/certification area.

*Any secondary employee facing reduction may advance to step 4 in any subject area(s), field(s), and/or program(s) area in which they are fully licensed and have previously taught at least one full year in the Benton School District.

STEP 4: As determined by the employee's points as follows:

- a) Years of service in the Benton School District – 1 point per year.
All licensed position years in the district count including non-continuous years. Service in any position not requiring teacher

licensure does not count toward years of service. Years of experience begin to accrue on the starting date of the employee's initial contract. Working fewer than 120 days in a school year shall not constitute a year.

- b) Years of service outside the district - .5 point per year.
Years of service outside the district shall be determined in the same manner as service inside the district. This includes all public and private schools accredited by the Arkansas Department of Education and/or the Department of Education from any other state.
- c) Additional academic content areas of endorsement as identified by ADE - 1 point for each additional endorsement.
- d) Additional areas and/or grade levels of licensure as identified by ADE - 1 point for each additional licensure area.
- e) Certification for teaching a state board identified shortage area – 1 point
- f) Education Level :
 - Bachelors Degree Plus 24 graduate hours 1 point, or
 - Masters Degree – 2 points, or
 - Masters Degree Plus 24 graduate hours 3 points, or
 - Doctorate – 4 points.
- g) National Board Certification – 2 points.

All points awarded must be verified by documents on file in the District on October 1 of the current school year. Each teacher's points shall be totaled with teachers ranked by the total points from highest to lowest in the licensure areas in which the RIF will occur. Teachers in the licensure area where the RIF will occur will receive their assignment of points to assist in verifying points for accuracy. In the event of a tie between two or more employees, the teacher(s) shall be retained whose name(s) appear first in the board minutes of the date of hire.

In the event the district is involved in an annexation or consolidation, teachers from all the districts involved will be ranked according to the procedures listed above. A year of teaching at an annexed or consolidated district will be counted the same as a year at the receiving or resulting district.

Pursuant to any reduction in force brought about by consolidation or annexation and as a part of it, the salaries of all teachers will be brought into compliance, by a partial RIF if

necessary, with the receiving district's salary schedule and further adjustments made if length of contract or job assignments change.

For a period of up to two (2) years from the date of board action on the teacher's non-renewal or termination recommendation, a teacher who is non-renewed from a 1.0 full time equivalent (FTE) position under this policy shall be offered an opportunity to fill any 1.0 FTE position vacancy for which he or she is required to hold a license as a condition of employment and for which he or she is qualified by virtue of education, license, or experience, as determined by the job requirements developed by the superintendent or designee.

A teacher shall not have the right to be recalled to a licensed position that is less than a 1.0 (FTE), has less authority or responsibility, or that has a lower compensation level, index or stipend. No right of recall shall exist for non-renewal from a stipend, or non-renewal or reduction of a stipend, or non-renewal to reduce contract length. No teacher shall have any right to be recalled to any position that is for a longer contract period, has greater authority or responsibility, is for greater than the former FTE, or that is at a higher compensation level, index or stipend.

A non-renewed or terminated teacher shall be eligible to be recalled for a period of two (2) years in the reverse order (i.e. the teacher with the highest points will be recalled first and the teacher with the lowest points will be recalled last) of the non-renewal or termination to any position for which he or she is qualified. Notice of vacancies shall be by first class mail to all teachers reasonably believed to be both qualified for and subject to rehire for a particular position and the non-renewed or terminated teachers shall have 10 working days from the date the notification is mailed in which to conditionally accept the offer of a position, with the actual offer going to the qualified teacher with the most points who responds within the 10 day time period. A lack of response, as evidenced by a teacher's failure to respond within 10 working days, or a teacher's express refusal of a position or an employee's acceptance of a position but failure to sign an employment contract within two business days of the contract being presented to the employee shall constitute a rejection of the offered position and shall end the district's obligation to rehire the non-renewed or terminated teacher. No further rights to be rehired because of the reduction in force shall exist.

Legal Reference: A.C.A. § 6-17-2407

Date Adopted: 06/09/03

Last Revised: 05/12/14