

ARTICLE XIII

GRANTING OF PROBATIONARY CONTRACTS, REDUCTION IN FORCE, REASSIGNMENT, AND RESIGNATION/REINSTATEMENT

1.0 Granting of Probationary Contracts: Except as expressly limited hereinafter, the District shall determine the teaching or service fields in which probationary contracts shall be granted, the number of such contracts to be granted, and the employees who qualify in the teaching or service fields.

1.1 If an opening or vacancy is caused by either (a) a regular employee having been granted a leave of absence of one semester or more, or (b) any other event by which the District knows that the opening or vacancy is to exist for one semester or more, the opening or vacancy shall be filled by a contract employee or by an employee on the applicable District Eligible List rather than by a substitute or substitute extended employee.

1.2 Part-time (half-time or less) contracts may be offered in the regular K-12 program in fields in which eligible lists have been exhausted. Refer also to Article XII, Section 21.1 for part-time assignment provisions for new employees hired effective July 1, 1993 or later.

1.3 If an offer of probationary employment is not accepted, the person's name shall be removed from the District Eligible Lists, and the person shall not be eligible for probationary status by virtue of any other assignment or substitute service.

1.4 Temporary contracts of up to one school year in duration may, in the discretion of the District, be offered to candidates in shortage fields due to (a) lack of recency in teaching experience, (b) pre-employment evaluations which fall just below probationary contract levels, or (c) close failure on District probationary examinations. At the end of their temporary contract these employees will be notified as to whether they are to be granted probationary status for the ensuing year.

2.0 Subjects to Which Probationary Teachers May be Assigned: A probationary teacher may be assigned to teach only in subject(s) or grade(s) for which the teacher is properly authorized by credential or certificate to teach in accordance with the Education Code. District Interns must be assigned to teach only the subject(s) listed on the District Intern Certificate(s).

2.1 Normally a probationary teacher shall be assigned to teach in the subject(s) or grade(s) in which the teacher qualified by District examination, and must be assigned at least one-half time in the subjects or grades in which the teacher has qualified by examination and in which contracted. However, if an emergency condition exists in the middle or senior

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high schools, a probationary teacher may be assigned less than one-half time in the subject fields in which the teacher has qualified by examination under the conditions specified below.

- a. The teacher must be assigned at least one period per day in the subject field in which the teacher has qualified by examination and in which contracted.
- i. The appropriate superintendent must specifically authorize the assignment.
- c. Such an exception may not be granted for more than one year.

3.0 Reductions in Force - Order of Termination:

a. The District shall determine the teaching or service fields in which a Reduction in Force shall be effected, or, alternatively, the District shall determine to effect a Reduction in Force of all probationary employees except those in "shortage fields" as reasonably defined by the District. If the District determines to effect a Reduction in Force in certain teaching or service fields, the District shall determine the number of employees to be terminated in such fields. The District may determine to exempt from the Reduction in Force some but not all employees in a shortage field, and in such instance the order of termination in such field shall be as set forth in Section 3.0(b) herein. If the District determines to effect a Reduction in Force of all probationary employees except shortage field employees, it shall exempt all or some employees presently serving in any of the identified shortage fields, and if it exempts all presently serving employees in a shortage field, it may exempt some or all employees authorized by credential to serve in such shortage field. In regard to the exemption of employees in shortage fields by credential authorization, the District may exempt employees in one or more than one shortage field by credential authorization without exempting employees by credential authorization in other shortage fields. For purposes of this Article, an employee who is "presently serving" in a teaching or service field is an employee who is assigned to the field for not less than one period (or its equivalent) per day, as of the most recent "norm date" established by the District.

b. The order of termination within a teaching or service field in which a Reduction in Force is effected, in whole or in part, shall be based on seniority within status, beginning with provisional employees, then temporary contracts, then University/Individualized Interns, then District Interns, then Conditional employees, then Probationary 1 employees, then

Probationary 2 employees then Probationary 3 employees and finally Probationary 4 employees. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

4.0 Notices of Termination: A probationary employee subject to termination shall be provided written notice thereof at least fourteen (14) calendar days prior to such termination. Such notice shall be mailed by certified or registered mail to the address on file in the District's computer system as of the date of mailing, or shall be served on the employee by direct delivery. The notice shall be effective if mailed or delivered as stated above, or if actually received by the employee. The notice shall state that the employee will be terminated pursuant to the terms of this Article, and shall state the date upon which such termination is effective. The notice shall also state that the employee is being offered employment as a day-to-day substitute on the same basis as other day-to-day substitutes. The notice may provide other information such as the basis for the Reduction in Force and the likelihood of reemployment in the future. A Reduction in Force shall be deemed commenced pursuant to this Article upon the action of the Board of Education authorizing the Reduction in Force, so long as the Notices of Termination are served no later than thirty (30) days from the date of such authorization.

5.0 Seniority Date: For the purposes of this Article an employee's seniority date shall be determined by the employee's initial probationary service date as defined in Article XI, Section 6.2. Such service date shall not include any beginning date of substitute service which was later deemed to be probationary service.

6.0 Reduction in Force Defined: For the purposes of this Article, a Reduction in Force is defined as a reduction in the number of probationary employees in a teaching or service field so that the number of permanent and probationary employees in that teaching or service field at the effective date of the Reduction in Force does not exceed the number needed in the class. The basis for a Reduction in Force shall be limited to the following:

- a. reductions in program offerings;
- b. returns from leaves of absence;
- c. actual or anticipated declines in student enrollment;
- d. reductions in off-norm positions, including Specially Funded positions;
- e. reductions in non-classroom positions;
- f. reductions in permanent certificated positions;

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- g. Changes in class size or norm tables as indicated in Article XVIII.

7.0 Re-employment List: Terminated probationary and permanent employees shall be placed on a District Re-employment List for a period of 39 months from the last day of paid contract service with the District. Excluded from the list are those terminated employees who served in temporary contract, provisional, University Intern, District Intern, or conditional status.

8.0 Order of Re-employment: Subsequent to a Section 3.0 Reduction in Force, if the District determines that vacancies exist in teaching or service fields, contract offers shall be made to individuals on the appropriate District Re-employment List as follows:

a. Individuals who were permanent employees shall be made offers of re-employment first, followed by Probationary 4, then Probationary 3, then Probationary 2, and finally Probationary 1 employees. Within each status the individual(s) with the earliest seniority date shall be made offers of re-employment first except that, as between individuals who have the same seniority date, they shall be re-employed in the inverse order of their termination;

b. If an offer of re-employment is not accepted, the individual's name shall be removed from the District Re-employment List;

c. Individuals re-employed from the Re-employment List shall be placed in the status to which they would have been entitled but for the termination, provided however, that time spent on said List shall not be counted toward eligibility for permanent status; they shall have restored their initial seniority dates as defined herein.

9.0 Special Services Salary Table - Termination or Reassignment: Employees serving in other than substitute status in positions paid on the Special Services Salary Table shall be subject to termination or reassignment to a lower class, if such exists, due to a reduction in force as follows:

a. The order of termination or reassignment shall be by status beginning with University/Individualized Intern status employees, then Probationary 1 or Qualifying 1 status employees, then Probationary 2 or Qualifying 2 status employees, and finally Probationary 3 or Qualifying 3 status employees. Within each status employees with the latest class seniority date shall be terminated first after University/Individualized Intern status employees. Ties shall be broken by using the seniority number as described in Article XI, Section 6.2.

b. Employees affected by a reduction in force under this Section will be reassigned to the highest classification previously held, if such exists, or to positions for which they are certificated and qualified as determined by the District, or terminated if such employees are not Article XIII – Granting of Probationary Contracts, Reduction in Force and

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9.1 Employees terminated under this Section may be re-employed in the former higher class as follows:

a. Individuals who were Probationary 3 or Qualifying 3 employees shall be made offers of re-employment followed by Probationary 2 or Qualifying 2 and Probationary 1 or Qualifying 1 employees respectively. Within each status the individuals with the same class seniority date shall be re-employed in the inverse order of their termination;

b. For purposes of this Section a class seniority date shall be the date upon which service was first rendered in probationary or qualifying status in that class. Such service shall not include any substitute service which was later deemed to be probationary or qualifying service.

10.0 Reduction-in-Force for Counselor, Elementary School: In the event of a reduction-in-force in the classification of Elementary School Counselor, such employee shall be terminated from that class and reassigned according to the provisions of Sections 9.0 and 9.1.

11.0 Reduction-in-Force for Secondary Counselors:

a. It is understood that all secondary counselor positions are currently filled with either of the following:

- (i) by employees who have both a PPS credential and a teaching credential (the "counselor-teachers"), who have been assigned to a counselor position on a "limited ongoing" basis with earned seniority as teachers; or
- (ii) by employees who have solely a PPS credential (the "PPS-only counselors"), who have earned seniority only as counselors.

In the past, when faced with the need to impose a District-wide reduction-in-force (RIF) of counselors, the District has chosen to reassign counselor-teachers to teaching positions in order to avoid the layoff of PPS-only counselors whose credentials preclude their reassignment to non-counselor positions. This has resulted in the retention as counselors of employees with lower District seniority rights than the reassigned counselor-teachers.

b. Without affecting in any other way the rights of the District to select, assign and reassign counselors pursuant to Article III, for any other

reason not prohibited by this Agreement, it is agreed that solely for purposes of District-wide RIFs of counselors the District shall not use its reassignment rights to avoid layoffs. The District shall instead place all employees then serving as secondary counselors (without regard to whether they have credential rights in other fields) on a single seniority list, and then reduce the counselor ranks as required pursuant to the Education Code and/or this Article. Thus, those counselors with the most recent District seniority date will be reduced first, and whatever bumping rights they may have into other classifications will be determined by Code, seniority and credentials.

c. It is understood that all District-wide RIFs of secondary counselors will continue to be handled pursuant to statutory procedures and/or the procedures of this Article, and the above agreement covering counselors is not intended to add to or change the statutory and contractual jurisdiction for such cases, but is instead intended solely as a restriction upon District assignment/reassignment rights in the limited context of implementing a District-wide RIF.

11.1 Probationary employees shall be entitled to re-employment rights as established by the authority (Education Code or this Article) under which the termination was effected. Subsequent suspension of this Article shall not adversely affect re-employment rights to which the employee was eligible at the time of termination.