TEACHER LAYOFF AND RECALL

This layoff and recall procedure applies to personnel decisions involving (1) a staffing or program reduction or any other personnel determination resulting in the elimination of a position, (2) a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or (3) a hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position. Further, this procedure applies to all personnel who are teachers, as defined in Section 1 of Article I of the Teachers’ Tenure Act, 1937 PA 4, MCL 38.71.

In the event of a layoff of teachers covered by this procedure, the district will, in compliance with MCL 380.1248 and MCL 380.1249, retain and recall teachers according to their effectiveness, as measured by the District’s appraisal system and based on the effectiveness factors identified in MCL 380.1248 and in this procedure.

PART A – ALTERNATIVES TO LAYOFF - TEACHERS

Board Intent

The Board may, in any situation necessitating teacher reductions, reduce teachers through attrition and through providing the opportunity to choose voluntary alternatives prior to proceeding to layoffs.

Alternatives to Layoff - Teachers

Alternatives to layoff which may be offered to and selected by eligible teachers may include:

A. Voluntary Leave
B. Job Sharing
C. Sabbatical Leaves, pursuant to Article 33 within the IIPSA Agreement
D. Early Retirement, pursuant to Article 23 within the IIPSA Agreement

At the Board’s sole discretion, this provision is to apply to either (1) teachers who, if a voluntary alternative is not selected, would be subject to layoff, or (2) other teachers in the same job who would not themselves be subject to layoff, but who, with the approval of the Board or designee, by their selection of a voluntary alternative, would "save" the job of a fellow teacher who would be subject to layoff.
A. **VOLUNTARY LEAVE.** An unpaid leave of absence for one school year may be requested as an alternative to teacher layoffs for any of the following reasons, and provided that IIPSA agrees to the following:

1. **Study with Tuition Reimbursement**

   (a) The course of study must be related to the individual's job to the extent that it may clearly be expected to result in an increase in the knowledge and skills required for the job or another career area.

   (b) A study plan for the year is to have prior approval of administration.

   (c) Reimbursement for the current cost of resident, graduate, on-campus tuition at Michigan State University for a maximum of thirty-six (36) term hours of credit or twenty-four (24) semester credits from an approved college or university, satisfactorily completed as available at a rate not to exceed Ninety ($90.00) Dollars per credit hour or a total of Three Thousand Two Hundred Forty ($3,240.00) Dollars for the year. This sum will be generated by funds from the district and the Association. The district will contribute Sixty ($60.00) Dollars per credit and the Association will contribute Thirty ($30.00) Dollars per credit to cover the expenses generated up to the maximum per person.

   (d) A request including a study plan is to be submitted to the immediate supervisor, the division administration, and the Director of Human Resources, in that order, for recommendation to the superintendent and the Board of Education.

   (e) Teachers approved for a study leave with tuition reimbursement will be expected to return to service with the district for a minimum period of one (1) school year, provided a position is available.

Teachers who voluntarily terminate their employment with the district without returning to service after such study leave will be required to refund any tuition reimbursement received under the leave.

2. **Work Experience/Training**

   (a) Work experience in another career area.

   (b) Training or course work in another career could be undertaken.
3. **Child Care/Personal**

   (a) To care for a family.

   (b) Other personal reasons.

4. **Provisions of Voluntary Leave**

   (a) Substitute teaching will be allowed.

   (b) Medical and life insurance benefits may be purchased from the district at cost (one month equals 1/12th year, 20 working days equals a month), subject to the terms of the master insurance contracts. Arrangements and payments of premiums are to be the sole responsibility of the individual making the requests.

   (c) First choice for a leave will be given to those requesting a full year leave. A half-year leave will be considered, providing it could be coordinated with a corresponding leave for the other half-year.

   (d) Upon return from leave, the employee will return to a vacant position for which he/she is certified and qualified.

**B. JOB SHARING.** Job sharing is a situation in which the responsibilities of one position are shared equally by two (2) teachers, both of whom are fully qualified for the position. Job sharing may be requested under the following conditions:

1. Job sharing is available to two (2) teachers holding parallel positions, who voluntarily agree to work together in sharing one full-time position.

2. Application will be made jointly and voluntarily.

3. Each teacher will receive fifty percent (50%) of his/her salary for the appropriate step each is on and would share equally one full-time position.

4. A plan is to be developed jointly and submitted for approval. The plan will include the following:

   (a) Daily schedule showing hours for each job-sharer.

   (b) Description of the division of instructional responsibilities and other duties assigned to the position.
5. Provisions of Job Sharing

(a) Full fringe benefits will be provided for each teacher on an approved plan.

(b) Job sharing requests (form) and plans will be submitted for review and recommendation by building principal or immediate supervisor, unit/program cabinet member, and the Director of Human Resources, and Superintendent and Board of Education in that order.

(c) Plans will be approved for one year only. Teachers would be reassigned to a full assignment at the beginning of the next school year, unless a request is initiated by the teachers and a plan is approved for the next year. Such plans must be submitted within thirty (30) calendar days after receipt of layoff notice.

6. Job sharing as an alternative to layoff is subject to annual approval by the Board.

PART B – DEFINITIONS

Unless indicated otherwise, the following definitions apply to the layoff and recall of teachers.

Effectiveness: Means the overall performance rating of the ability of one teacher against the ability of another teacher. Effectiveness is measured based on the most recent year-end appraisal. The appraisals shall include the overall performance rating of teachers as Highly Effective, Effective, Minimally Effective, and Ineffective. For teachers on Individualized Development Plans, effectiveness will be measured based on the overall performance rating in the most recent appraisal at the time a layoff or recall decision is made.
**Individual Performance:** The majority factor in layoff and recall decisions and defined in the district’s appraisal system and consisting of, but not limited to, all of the following:

(a) Evidence of student growth (Must be the predominant factor in assessing a teacher’s individual performance).

(b) The teacher’s demonstrated pedagogical skills including at least a special determination concerning the teacher’s knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom.

(c) Consistent preparation to maximize instructional time.

(d) The teacher’s management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to perform the essential functions of teaching.

(e) The teacher’s attendance record, exclusive of any absences taken under the Family and Medical Leave Act or “as reasonable accommodations” pursuant to the Americans with Disabilities Act.

(f) The teacher’s disciplinary record, if any.

(g) Multiple certifications.

**Layoff:** A staffing reduction for reasons that are not personal to any individual employee and in response to economic necessity, decreased enrollment, program changes, territorial changes and other operating conditions.

**Recall:** Written notice to return to work sent by the district to a teacher who (1) has been laid off under this procedure, (2) is certified and qualified as defined by the district’s job descriptions, and (3) retains employment rights under this procedure.

**Relevant special training:** A factor in making layoff and recall decisions that means completing relevant training other than the professional development or continuing education that is required by the district or by state law and integration of that training into instruction in a meaningful way, and as specifically defined in the district’s appraisal system.

**Seniority:** Defined in the teachers’ collective bargaining agreement.
**Significant, relevant accomplishments and contributions:** A factor in making layoff and recall decisions that means contributing to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group and having demonstrated a record of exceptional performance.

**Student Growth:** Measured by national, state, or local assessments, and other objective criteria, as defined in the district’s appraisal system.

**Termination:** Means severance from employment for reasons such as absence without leave, resignation, layoff, dismissal, or nonrenewal, but does not include approved leaves of absence.

**PART C – REDUCTIONS IN PERSONNEL – TEACHING POSITIONS LAYOFF – FACTORS CONSIDERED**

**Selection Criteria**

The superintendent will identify the teaching positions to be eliminated. Teachers in the positions affected will be selected for layoff by the Board of Education as recommended by the superintendent after consideration of the effectiveness score of each teacher subject to this procedure. Generally, teachers with the highest overall effectiveness scores will be retained and the teachers with the lowest scores will be laid off. It is recognized that there may be circumstances where Highly Effective teachers with unique qualifications may be laid off for economic reasons, if the affected teacher is not certified or qualified for another teaching assignment.

At all times, it is the teacher’s responsibility to timely notify the district in writing of changes in certification or Highly Qualified (HQ) Status. It is also the teacher’s responsibility to maintain certification and HQ Status while on layoff and to notify the district of any changes, which may affect the teacher’s eligibility for recall, such as certificate renewals, additional endorsements, etc.

**NOTE:** The district will rely upon the documentation placed within a teacher’s personnel file as of the date the decision is made by the district to issue layoff/recall notices.

Individual performance shall be the majority factor in making the layoff decisions, along with the other factors of significant, relevant accomplishments and contributions and relevant special training.

A teacher who has an overall performance rating of Ineffective under the district’s appraisal system shall not be retained over a teacher who was rated as Minimally Effective, Effective, or Highly Effective. Further, a probationary teacher who has an overall performance rating of Effective or Highly Effective on their most recent year-end appraisal is not subject to being displaced by a teacher on continuing tenure solely because the teacher has continuing tenure.
Layoff Priority

Generally, layoffs within the grades, subjects, departments, programs, schools or classifications to be eliminated or reduced shall be made in the following order of priority, provided that the teachers remaining are certified and highly qualified to teach in the grades or subject areas being reduced:

- Probationary teachers with an overall performance rating of Ineffective on their most recent year-end appraisal whose employment has not been terminated through contract non-renewal. It is generally the district’s practice not to renew the employment of probationary teachers who are rated Ineffective and thus layoff is not applicable. However, in the event probationary teachers rated overall as Ineffective remain employed, they shall be the first teachers laid off.

- Tenured teachers rated Ineffective on their most recent year-end appraisal.

- Probationary teachers rated Minimally Effective whose employment has not been terminated through contract non-renewal.

- Tenured teachers rated Minimally Effective on their most recent year-end appraisal.

- Probationary and tenured teachers rated Effective on their most recent year-end appraisal.

- Probationary and tenured teachers rated Highly Effective on their most recent year-end appraisal.

- Among teachers rated Effective or Highly Effective, criteria (e)-(g) listed under Part B- Definitions, Individual Performance, relevant special training and significant, relevant accomplishments and contributions shall be considered in order to retain effective teachers in the areas being reduced.

Length of service or tenure status shall not be factors in considering the effectiveness of each teacher. However, if the layoff decision involves two or more teachers and all other effectiveness factors distinguishing those teachers from each other are equal, then length of service or tenure status may be considered as a tiebreaker.

Displacement

In the ISD’s sole discretion, a displaced teacher may bump a less senior teacher only if they are Highly Effective or Effective and their Effectiveness, being defined as certification qualifications, relevant special training and significant relevant accomplishments and contributions, exceeds the effectiveness ratings of the less senior teacher.
Consultation with the Association

In the event that the administration determines that multiple layoffs are necessary, it agrees to meet with the Association President and/or representatives to explore alternatives to layoff prior to final recommendation to the Board.

Notification of Layoff

In cases where an employee is to be laid off through no fault of his/her own, the employee will be given written notice sent to his/her address of record by certified mail, restricted delivery to the affected employee, return receipt requested. The Board will give at least sixty (60) calendar days notice in advance of the effective date of the layoff, except in unforeseen instances of reduced enrollment and/or unforeseen economic necessity. This notice will include the employee's rights to appeal under the Teacher's Tenure Act, if applicable. Copies of the written notice of layoffs shall be provided to the Association's president or his/her designee.

Current Information

It shall be the employee's responsibility to keep the Department of Human Resources informed of his/her current address, qualifications (including certification, licenses, “highly qualified”, and endorsements, etc.) and telephone number. Generally the district begins to evaluate potential layoffs in January. At the time an employee receives a layoff notice, the Board shall provide the employee with a form to be filled out indicating the employee's current address, telephone number, qualifications (including certification, licenses, “highly qualified”, and endorsements, etc.) and expected duration of said residence.

Involuntary Transfers

An involuntary transfer will be made when considered necessary by the Board to (1) prevent layoffs, (2) fill vacancies, or (3) for the good of the district. If a transfer is necessary:

A. The Association President or his/her designee, shall be notified of the need for such transfers and shall be given an opportunity to offer information prior to any reassignment of teachers.

B. The cabinet member of the unit, when applicable, will meet with the potentially-affected teacher to discuss the problem and seek a volunteer.

C. When there is no volunteer available and when practicable, the district shall identify the teacher who shall be moved.

D. If an involuntary transfer occurs during the semester, the transferred teacher shall be given two (2) working days release time to prepare for the new assignment.
E. This procedure shall not be applicable for temporary transfers. A temporary transfer will not be longer than thirty (30) calendar days.

PART D – PAYROLL STATUS OF TEACHERS ON LAYOFF/UNUSED COMPENSABLE LEAVE

A. A teacher who is on layoff or is granted voluntary leave as an alternative to layoff may, at the teacher's option, convert his/her unused compensable leave to extend medical and/or life insurance benefits, at the Board's group rate, by utilizing equivalent cash value as computed below:

1. The Board will convert unused compensable leave at the teacher's regular hourly rate of compensation.

2. As stated in Article 26 of the collective bargaining agreement, classification 1-150 teachers who complete the school year and are laid off are entitled to insurance benefits paid by the Board through August 31 of that year.

3. This benefit terminates after six (6) months.

B. All benefits are subject to the terms and conditions of the applicable master policies between the Board and the insuring companies. The Board's liability is limited to payment of premiums as specified above.

C. A teacher who is recalled or returns from voluntary leave as an alternative to layoff and who has converted his/her compensable leave while laid off, and who later becomes eligible for sick bank benefits will have his/her waiting period for sick bank benefits extended by five (5) additional days. This extension will be applicable during the first year after recall only.

PART E - RECALL FROM LAYOFF

Notification of Recall

Teachers selected for recall will be given written notice, sent to their address of record by certified mail, restricted delivery to the affected teacher, return receipt requested. Teachers so notified have the following options:

A. If the teacher wishes to accept the recall, s/he will notify the Director of Human Resources in writing of his/her acceptance and availability for work within ten (10) calendar days of receipt of the notice.
B. If the teacher wishes to waive the recall, s/he will notify the Director of Human Resources in writing of his/her waiver within ten (10) calendar days of receipt of the notice, and stating the reason for declining recall. By exercising the waiver, the teacher forfeits all rights to the position/s offered. The teacher will then be continued on layoff as if no recall had been offered, and the Board will then recall the next eligible employee; or, if no other certified and qualified teachers are available from layoff, it may hire a new teacher for the position. However, a teacher may not waive more than one recall notice during the same layoff period. Subject to the Tenure Act, a teacher making a second waiver request will be considered to have voluntarily resigned.

C. A teacher who fails to respond to the recall notice as required above will be considered to have voluntarily resigned.

Recall from Layoff

A. Recall to Same or Different Job or Classification. Recall from layoff to the same or different job or classification will be based on the following criteria in this sequence:

The district will include a laid off teacher on a recall list for up to three years, or the length of their seniority, whichever is shorter, following the effective date of layoff by the district. After that time, the teacher’s name will be removed from the recall list.

Identification of Vacancies and Positions

The Board of Education has the sole discretion to determine: (1) whether a vacancy exists and (2) the certification area and position in which the vacancy exists.

Recall Criteria

A teacher is eligible for recall to a vacant position if the teacher is certified and qualified to fill the position as determined and defined by the district’s respective job descriptions. It is the teacher’s responsibility to maintain his or her certification and to promptly provide documentation of the certification and qualification status to the district.
When the Board of Education has identified the position(s) in which a vacancy exists, the superintendent will issue notice of recall to the vacant position after consideration of the effectiveness of each teacher on the recall list who is certified and qualified for the vacant position. Teachers with the highest overall effectiveness rating will be recalled first, provided that they are certified and qualified for the vacant position.

Individual performance shall be the majority factor (51 percent) in making recall decisions, along with the other factors of significant, relevant accomplishments and contributions and relevant special training.

A teacher who has an overall performance rating of Ineffective under the district’s appraisal system shall not be recalled over a teacher who was rated as Minimally Effective, Effective, or Highly Effective. Further, a probationary teacher who was rated overall as Effective or Highly Effective on his or her most recent year-end appraisal is not subject to being displaced by a teacher on continuing tenure solely because the teacher has continuing tenure.

Teachers shall generally be recalled in inverse order of layoff, as specified within Part C, Layoff Priority. Length of service or tenure status shall not be a factor in considering the effectiveness of each teacher. However, if the recall decision involves two or more teachers and all other effectiveness factors distinguishing those teachers from each other are equal, then length of service or tenure status may be considered as a tiebreaker.

If more than one vacancy exists when a recall is effected, the district has sole discretion to determine the appropriate assignment(s) of recalled teachers.

B. Recall to District Positions

When vacancies occur in other job classifications, the Department of Human Resources may recall laid off teachers within the bargaining unit to open positions, taking into account their overall effectiveness ratings, and the necessary certification, endorsements, or other professional licenses, approvals, experience, training and skills, as well as qualifications required to fill the vacant position. When all of these factors are equal, seniority may be considered.

C. Reimbursement Upon Recall

If a teacher is laid off at the end of a school year, is recalled before or at the beginning of the next school year, and receives unemployment compensation during the “summer denial period,” the teacher’s compensation shall be adjusted
during the next school year so that the teacher’s adjusted compensation during each year plus the unemployment compensation benefits received shall equal the compensation the teacher would otherwise have received during that successive school year.

D. Appeal Dispute Resolution Procedure

An appeal from a decision on reduction in staff or recall made under this procedure shall be as follows:

The teacher will file a written request for a meeting with the superintendent or designee within five (5) days of the knowledge of the facts upon which the appeal is based. The superintendent or designee shall make a written decision on the appeal within five calendar days of the meeting.

E. Future Changes in Procedure

The district reserves the right to amend, revise or repeal all or any part of this procedure at any future time and no teacher shall have any vested right in the continuation of this procedure or any amendment thereof.

LEGAL CITATION: MCL 380.1248 and MCL 380.1249

ADMINISTRATIVE REGULATION

Adopted: August 21, 2012
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