

3.4 LICENSED PERSONNEL REDUCTION IN FORCE

SECTION ONE

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 or desirable. 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 RIF, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools and/or the North Central Association; and the needs of the district. A RIF will be implemented when the superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any RIF 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 RIF becomes necessary in a licensure area or specific grade level(s), the RIF shall be conducted for each licensure area and/or specific grade level on the basis of each employee's points as determined by the schedule contained in this policy. The teacher with the fewest points will not be recommended for renewal or will be terminated first. There is no right or implied right for any teacher to "bump" or displace any other teacher except when permitted by policy 8.30. It is each teacher's individual responsibility to ensure his/her point totals are current in District files.

Points

- Most recent summative evaluation rating. If the employee has not received a summative evaluation at the District, the district where the employee was employed prior to the District shall be contacted for the employee's most recent summative evaluation:
 - 4 points – Received a "highly effective" rating
 - 3 points – Received an "effective" rating
- Holds a license along the teacher career continuum:
 - 2 points – Lead Professional Educator License
 - 3 points – Master Professional Educator License
- Graduate degree in any area of licensure in which the teacher will be ranked (only the highest level of points apply)
 - 1 point—Master's degree
 - 2 points—Master's degree plus thirty additional hours
 - 3 points—Educational specialist degree
 - 4 points—Doctoral degree
- National Board of Professional Teaching Standards certification—3 points
- Additional academic content areas of endorsement as identified by the state board—1 point per area
- Licensure for teaching in a state board identified shortage area—2 points

- Multiple areas and/or grade levels of licensure as identified by the state board—1 point per additional area or grade level as applicable. For example, a P-4 license or a 5-8 social studies license are each worth one point.

When the district is conducting a RIF, all potentially affected teachers shall receive a listing of licensed personnel with corresponding point totals. Upon receipt of the list, each teacher has ten (10) working days within which to appeal his or her assignment of points to the superintendent whose decision shall be final. Except for changes made pursuant to the appeals process, no changes will be made to the list that would affect a teacher's point total after the list is released.

A teacher with full licensure in a position shall prevail over a teacher with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contrast with a license that is provisional, temporary, or conditional on the fulfillment of additional course work or passing exams or any other requirement of the Arkansas Department of Education, other than the attainment of annual professional development training or teaching under a waiver from licensure.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:

- 1) An employee with a summative rating of "highly effective" shall be retained over an employee with a summative rating of only "effective".
- 2) If both employees have the same summative rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any RIF 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. Further adjustments will be made if length of contract or job assignments change. A partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

For a period of up to two (2) years from June 30 of the year an employee was not renewed or was terminated under this policy, a teacher who was non-renewed or terminated from a 1.0 FTE (full time equivalency) position under this policy, he or she 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 full time equivalent (FTE), has less authority or responsibility, or that has a lower compensation level, index or stipend. No right of recall shall exist for the elimination or reduction of a stipend; or a reduction in 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.

Recall of employees under this policy shall be in the reverse order of that used to determine the employees that would be RIFed (i.e. the teacher with the highest points will be recalled first and the teacher with the lowest points will be recalled last). Notice of vacancies shall be by first class mail to all teacher reasonably believed to be both qualified for and subject to rehire for a particular position and the teachers shall have ten (10) working days from the date the notification is mailed 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 ten (10) day time period. A lack of response, as evidenced by a teacher's failure to respond within ten (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 (2) 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 teacher RIFed under this policy. No further rights to be rehired because of the RIF shall exist.

SECTION TWO

The employees of any school district which annexes to, or consolidates with, the Cabot School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the superintendent, solely on the basis of need for such employees on the part of the Cabot District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the superintendent and school board of the Cabot School District.

Such employees will not be considered as having any seniority within the Cabot School District and may not claim an entitlement under a RIF to any position held by a Cabot School District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the superintendent.

The superintendent shall mail, email, or have hand-delivered the notification to such employee of his intention to recommend the employee not be renewed or be terminated pursuant to a RIF within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Cabot School District's RIF policy. Any employees who were not renewed or were terminated pursuant to Section Two are not subject to recall notwithstanding any language in any other section of this policy. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the RIF process.

This subsection of the RIF policy shall not be interpreted to provide that the superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of the superintendent's intention to recommend dismissal through RIF, but merely that the superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Cabot School District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the RIF policy.

Legal Reference: A.C.A. § 6-13-636
 A.C.A. § 6-17-201
 A.C.A. § 6-17-2407

Date Adopted: April 22, 2002

Date Revised: June 20, 2023

3.5 — LICENSED PERSONNEL CONTRACT-RETURN

An employee shall have thirty (30) days from the date of the receipt of the employee's contract for the following school year in which to return the contract, signed, to the district administrative office. The date of receipt of the contract shall be presumed to be the date of the cover memo attached to the contract.

Failure of an employee to return the signed contract to the district administrative office within thirty (30) days of the receipt of the contract shall operate as a rejection of the offer of employment by the employee. No further action on the part of the employee, the superintendent, or the school board shall be required in order to make the employee's rejection of the offer of employment final.

The cover memo will read as follows: Attached please find your contract of employment for the (date/date) school year. You have thirty (30) calendar days from the date of this memo to sign and return your contract of employment to the office of the Superintendent. According to personnel policy 3.5, the failure of an employee to sign and return his or her contract by the thirtieth (30th) day shall operate as a rejection of the offer of employment provided by the contract, and steps will immediately begin to fill that vacated position for the next school-year.

Date Adopted: April 22, 2002

Date Revised: June 20, 2023

8.30 REDUCTION IN FORCE

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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 or desirable. 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 RIF, the primary goals of the school district shall be: what is in the best interests of the students; to maintain accreditation in compliance with the Standards of Accreditation for Arkansas Public Schools; and the needs of the district. A RIF will be implemented when the Superintendent determines it is advisable to do so and shall be effected through non-renewal, termination, or both. Any RIF will be conducted by evaluating the needs and long-term and short-term goals of the school district in relation to the staffing of the district.

If a RIF becomes necessary, the RIF shall be conducted separately for each occupational category of classified personnel identified within the district on the basis of each employee's points as determined by the schedule contained in this policy. The employee within each occupational category with the fewest number of points will not be recommended for renewal or will be terminated first.

Points

- Employee evaluation scores
 - Employees will receive points equal to their evaluation score.
- Advanced degree in any area relevant to the employee's position (only the highest level of points apply)
 - 1 point – Master's degree
 - 2 points – Master's degree plus thirty additional hours
 - 3 points – Doctoral degree
- License or credential relevant to the position
 - 1 point – Basic license or certification
 - 2 points – Advanced license or certification

When the district is conducting a RIF, all potentially affected classified shall receive a listing of the personnel within their category with corresponding point totals. In the event that an employee's assignment is different this school year from the previous school year, separate point totals shall be developed for each category of assignment. Upon receipt of the list, each employee has ten (10) working days within which to appeal his or her assignment of points with the Superintendent whose decision shall be final.

Except as may occur during a RIF in the District's teaching staff, there is no right or implied right for any employee to "bump" or displace any other employee. When there is a RIF of the District's teaching staff, a teacher with full licensure in a position shall prevail over a teacher

with greater points but who is lacking full licensure in that subject area. "Full licensure" means an initial, or standard, non-contingent license to teach in a subject area or grade level, in contract with a license that is provisional, temporary, or conditional on the fulfillment of additional coursework or passing exams or any other requirement of the Division of Elementary and Secondary Education, other than the attainment of annual professional development training or teaching under a waiver from licensure. The exception for a RIF in the District's teaching staff specifically does not allow a licensed employee who might wish to assume a classified position to displace a classified employee.

In the event of a tie between two (2) or more employees, the employee(s) shall be retained based on the following:

1. An employee with the highest evaluation rating shall be retained over an employee with the second highest evaluation rating.
2. If both employees have the same evaluation rating, the employee whose name appears first in the Board minutes to be hired shall be retained.

Pursuant to any RIF brought about by consolidation or annexation and as a part of it, the salaries of all employees 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. A partial RIF may also be conducted in conjunction with any job reassignment whether or not it is conducted in relation to an annexation or consolidation.

If a classified employee is non-renewed under this policy, he or she shall be offered an opportunity to fill a classified vacancy comparable as to pay, responsibility and contract length to the position from which the employee was non-renewed, and for which he or she is qualified for a period of up to two (2) years. The non-renewed employee shall be recalled for a period of two (2) years in reverse order of the layoff to any position for which he or she is qualified. Notice of vacancies to non-renewed employees shall be by first class mail and they shall have ten (10) working days from the date that the notification is received in which to accept or reject the offer of a position with the actual offer going to the qualified employee with the most points who respond within the ten (10) day time period. A lack of response, as evidenced by an employee's failure to respond within ten (10) working days, or an employee's refusal of a position or an employee's acceptance of a positions but failure to sign an employment contract within two (2) 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 employee. No further rights to be rehired because of the RIF shall exist.

SECTION TWO

The employees of any school district which annexes to, or consolidates with, the Cabot School District will be subject to dismissal or retention at the discretion of the school board, on the recommendation of the Superintendent, solely on the basis of need for such employees on the part of the Cabot School District, if any, at the time of the annexation or consolidation, or within ninety (90) days after the effective date of the annexation or consolidation. The need for any employee of the annexed or consolidated school district shall be determined solely by the Superintendent and school board of the Cabot School District.

Such employees will not be considered as having any seniority within the Cabot School District and may not claim an entitlement under a RIF to any position held by a Cabot School District employee prior to, or at the time of, or prior to the expiration of ninety (90) days after the consolidation or annexation, if the notification provision below is undertaken by the Superintendent.

The Superintendent shall mail, email, or have hand-delivered the notification to such employee of his intention to recommend the employee not be renewed or be terminated pursuant to a RIF within ninety (90) days of the effective date of the annexation or consolidation in order to effect the provisions of this section of the Cabot School District's RIF policy. Any employees who were not renewed or were terminated pursuant to Section Two are not subject to recall. Any such employees shall be paid at the rate for each person on the appropriate level on the salary schedule of the annexed or consolidated district during those ninety (90) days and/or through the completion of the RIF process.

This subsection of the RIF policy shall not be interpreted to provide that the Superintendent must wait ninety (90) days from the effective date of the annexation or consolidation in order to issue notification of his intention to recommend dismissal through RIF, but merely that the Superintendent has that period of time in which to issue notification so as to be able to invoke the provisions of this section.

The intention of this section is to ensure that those Cabot District employees who are employed prior to the annexation or consolidation shall not be displaced by employees of the annexed or consolidated district by application of the RIF policy.

Legal Reference: A.C.A. § 6-13-636
 A.C.A. § 6-17-2301
 A.C.A. § 6-17-2407

Date Adopted: July, 2005
Last Revised: June 20, 2023