

CERTIFICATED EMPLOYEE REDUCTION IN FORCE

The board of education may determine that a reduction in force of certificated staff members is 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 operating the school district, or another change or changes in circumstances. If the board, in its sole discretion, determines that a reduction of certificated staff is necessary, the superintendent shall notify those employees whose contracts may be reduced. However, 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 that the permanent employee is qualified to perform by reason of certification and endorsement, or when certification is not applicable, by reason of college credits in the teaching area.

1. **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 of 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 to an employee’s contract reducing the extent of the employee’s employment.
2. **Restriction of Right to Administrative Position.** 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.
3. **Criteria for Reduction in Force.** The criteria set forth below shall be considered in selecting the personnel to be reduced. The criteria are not listed in any order of priority, and shall be given the weight that the board considers appropriate.
 - a. Programs to be offered;
 - b. Areas of endorsement that are of present or future value to the district. This criterion shall be based upon the endorsement(s) shown on each teacher’s Nebraska Teaching Certificate;
 - c. State and federal laws or regulations that may mandate certain employment practices;
 - d. Involvement in the programs and activities sponsored by the school district;
 - e. Special or advanced training consisting of college credit or other training that would be of present or future value to the district;
 - f. The organizational and educational effect caused by multiple part-time certificated employees;
 - g. Formal and informal evaluation of staff performance by supervising administrators and if evaluations will be used as a criterion for a given reduction-in-force, the evaluation procedures shall be those adopted by

- 52 board policy in effect at the time of the reduction and the evaluation forms
53 shall be those on file with the Nebraska Department of Education for the
54 district;
- 55 h. Any other reasons that are rationally related to the instruction in or
56 administration of the school district.
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- 58 4. **Consideration of Uninterrupted Service.** If, after consideration of the criteria
59 listed above, it is the opinion of the superintendent that there is no significant
60 difference between or among certificated employees being considered for
61 reduction, the employee(s) with the longest uninterrupted service to the district
62 shall be retained.
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- 64 a. Uninterrupted length of service is defined as the number of continuous
65 full-time equivalent years of employment in the district as a teacher.
- 66 b. A full-time equivalent year is defined as employment on a full-time basis
67 for an entire school year.
- 68 c. Less than full-time employment reduces the teacher's full-time equivalent
69 employment for a school year. For example, a teacher employed on a
70 half-time basis would be credited with half a year full-time equivalent
71 employment.
- 72 d. A break in service will terminate a teacher's seniority and length of
73 service under this provision. That period of time when a teacher is on a
74 leave of absence shall not constitute a break in service; however, any
75 years of absences or fractions of years of leave of absence will not count
76 as years of employment for the purposes of determining the length of a
77 teacher's uninterrupted service.
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- 79 5. **Rights of Recall.**
- 80 a. Any certificated employee whose contract has been terminated shall be
81 considered to have been dismissed with honor and shall, upon request,
82 be provided a letter to that effect.
- 83 b. Such employee shall have preferred rights to re-employment for a period
84 of 24 months commencing at the end of the contract year, and the
85 employee shall be recalled on the basis of length of service to the district
86 to any position that he or she is qualified to teach by endorsement or
87 college preparation.
- 88 c. Upon re-employment, a recalled employee shall be placed on the salary
89 schedule and provided fringe benefits based on existing district policies
90 and the current negotiated agreement. Any year of years of absence
91 from employment shall not be considered as a year or years of
92 employment by the district.
- 93 d. An employee under contract to another education institution may waive
94 recall, but such waiver shall not deprive the employee of his or her right to
95 subsequent recall.
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- 97 6. **Current Teaching Certificate.**
- 98 a. Upon initial employment with the district, each certificated employee shall
99 file a copy of his or her teaching certificate, including endorsements with
100 the superintendent of schools.

