

TERMINATION OF CONTRACT:
REDUCTION IN FORCE

DFF
(LOCAL)

APPLICABILITY

This policy shall apply only to reductions in force of contractual employees when the reduction in force requires the termination of:

1. A contract governed by Chapter 21 of the Education Code in the following circumstances:
 - a. A probationary contract during the contract period;
 - b. A term contract during the contract period or
 - c. A term contract at the end of the contract period.
2. A contract not governed by Chapter 21 of the Education Code during the contract period.

Note: This policy shall not apply to termination at any time of at-will employment [see DCD]; termination of a continuing contract [see DFCA]; termination of a probationary contract at the end of the contract period [see DFAA]; or termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code [see DCE].

DEFINITIONS

Definitions used in this policy are as follows:

1. "Financial exigency" shall mean any event or occurrence that creates a need for the District to reduce financial expenditures for personnel including, but not limited to, a decline in the District's financial resources, a decline in enrollment, a cut in funding, a decline in tax revenues, or an unanticipated expense or capital need.
2. "Program change" shall mean any elimination, curtailment, or reorganization of a curriculum offering, program, or school operation. The term shall include, but not be limited to, a change in curriculum objectives, a modification or reorganization of staffing patterns on a particular campus or Districtwide, a redirection of financial resources to meet the educational needs of the students, a lack of student response to particular course offerings, legislative revisions to programs, or a reorganization or consolidation of two or more individual schools or school districts.
3. "Discharge" shall mean termination of a contract during the contract period.
4. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Board determines that financial exigency or a program change requires the discharge

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or nonrenewal of one or more employees in accordance with this policy. Such a determination constitutes sufficient cause for discharge or nonrenewal.

**SCOPE OF
REDUCTION**

When a reduction in force is to be implemented, the Superintendent shall make recommendations to the Board and the Board shall determine the employment areas to be affected. In determining affected employment areas, the Board may combine or coordinate employment areas, as defined below (e.g., the Board may combine "elementary programs" and "compensatory education programs" to identify an employment area of "elementary compensatory education program").

EMPLOYMENT AREAS

Employment areas include, but are not limited to:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education, compensatory education, and migrant education. Each special program is a separate employment area.
4. Counseling programs.
5. Library programs.
6. Nursing and other health services programs.
7. An educational support program that does not provide direct instruction to students.
8. Other Districtwide programs.
9. An individual campus.
10. Any administrative position(s), unit, or department.
11. Other contractual position(s).

**CRITERIA FOR
DECISION**

The Superintendent shall recommend to the Board the discharge or nonrenewal of employees within the affected employment area(s) because of a reduction in force, based on the following criteria. These criteria are listed in order of importance; the Superintendent shall apply them sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force, i.e., if all necessary reductions can be accomplished by applying the certification criterion, it is not necessary to apply the performance criterion, etc.

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1. **Certification:** Appropriate certification, endorsement, and/or highly qualified status for current or projected assignment.
2. **Performance:** Effectiveness as reflected by appraisal records and other written evaluative information.

If the Superintendent at his or her discretion decides that the documented performance differences between two or more reduction-in-force prospects are too insubstantial to rely upon, he or she may proceed to apply criterion 3 and, thereafter and to the extent needed, criterion 4.

3. **Seniority:** Length of service in the District, as measured from the employee's most recent date of hire.
4. **Professional Background:** Professional education and work experience related to the current or projected assignment.

**CONSIDERATION
FOR AVAILABLE
POSITIONS**

Once the Superintendent has identified the appropriate employees in the affected area(s), those employees may apply for other available positions for which they are qualified. An employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedure to be considered for a particular vacancy.

Up until the date of a hearing requested in accordance with this policy, an employee who applies for an open position must be offered the position if the employee meets the District's objective criteria for that position and is the most qualified internal applicant for the position.

**NOTICE AND
HEARING**

After considering the Superintendent's recommendation, the Board shall determine the employees to be proposed for discharge or nonrenewal, as appropriate. The Superintendent shall provide each employee written notice of the proposed action, including a statement of the reason(s) requiring such action and notice that the employee is entitled to a hearing.

NONRENEWAL

An employee receiving a notice of proposed nonrenewal may request a hearing in accordance with DFBB.

DISCHARGE

An employee receiving notice of proposed discharge during the period of a contract governed by Chapter 21 of the Education Code may request a hearing before an independent hearing examiner in accordance with DFD.

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

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