

# TENTATIVE AGREEMENT

## 407 REDUCTION IN FORCE

### I. Order of Layoff

When a reduction in force (RIF) of tenured teachers becomes necessary due to a Districtwide reduction in enrollment or other lawful reason, teachers will be laid off as provided by AS 14.20.177.

Non-tenured teachers may be non-retained on the basis of seniority dependent upon Districtwide program needs, and budgetary considerations as determined by the Board.

### II. Recall Rights

#### A. Period for Recall

For a period of three (3) years after layoff, a teacher is on layoff status and is entitled to a hiring preference in the District. The hiring preference applies only to vacant teaching positions for which the teacher is qualified. If a teacher is offered a teaching position under this subsection and the teacher declines the offer, or fails to accept it within thirty (30) days for RIF status and five (5) work days for other layoff purposes after confirmed contact, the teacher is no longer considered to be on layoff status.

#### B. Order of Priority

To place teachers in positions posted in accordance with Article 401, recall of teachers who are RIF'ed shall be subject to the order of priority for placement in Article 401 V of this Agreement and consistent with subsections (A) and (B) of Article 401 V. Teachers will be placed in vacant positions after the posting period, as determined by the District.

#### C. Maintain RIF List Position

To maintain a position on the RIF list, a teacher shall not be required to:

1. Accept a reemployment contract of less than one (1) full school year as defined in AS 14.20.150; or
2. Accept a reemployment contract for a position that is of less time than his/her position at the time of being RIF'ed. Thus, for example, if the teacher had a half time ( $\frac{1}{2}$ ) position at the time of RIF, the teacher would be required to accept a position of half time ( $\frac{1}{2}$ ) or greater.

#### D. Refusal to Accept Reemployment

Refusal to accept an offer of a reemployment contract within thirty (30) days for RIF status and five (5) workdays for other layoff purposes after confirmed contact shall remove the teacher from the RIF list unless the lay-off was instituted under AS 14.20.177.

The teacher is no longer entitled to a hiring preference under this section unless the teacher declines the offer because the teacher is contractually obligated to provide professional services to another private or public educational program.



Ivory McDaniel-Ilggenfritz Date  
District Chief Spokesperson

4.7.22



Coby Haas Date  
FEA Spokesperson

4/7/2022

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## ~~E. Return of Mail~~

~~A return of an unclaimed "receipt Requested" certified mail offer of reemployment sent to the last current address given to the Human Resources Department by the teacher shall be treated as refusal to accept employment.~~

## III. General Provisions

### A. Teacher on Leave

A teacher on leave at the time RIF occurs will be treated for the purpose of RIF with the same consideration and seniority rights as if presently teaching. Notice shall be given at the same time as to other teachers who were RIF'ed.

### B. Leave Option

Any teacher who has received notice of RIF may apply for a leave of absence without pay. This leave of absence shall not be subject to any provision of Articles 200 or 300 of this Agreement. A teacher taking a leave of absence shall be placed on the recall list at the end of the leave.

Such leave shall not deprive the teacher of any benefits earned including, but not limited to, tenure. A teacher has the option to continue health benefits coverage at his/her own expense during such leave of absence for a period of up to eighteen (18) months through COBRA rights.

### C. Unemployment

Teachers on lay-off status are eligible for unemployment and should contact the Alaska Department of Labor and Workforce Development.

### D. RIF and Break in Service

RIF does not constitute a break in service for retaining tenure rights and accrued sick leave when the teacher is reemployed.


### E. Seniority


For the purpose of this Agreement, seniority will be dated from the first day of active duty under the regular employment contract.

### F. Notice to Association

The District shall notify the Association of any need for a RIF as soon as the need is identified and shall provide a teacher seniority list. In addition to consideration of Districtwide program needs and budgetary constraints, the District shall endeavor to determine those teachers seeking leaves of absence of at least one (1) year and/or those teachers intending to resign or retire before determining the number of teachers that will be RIF'ed. The District shall provide the Association with a list of RIF'ed teachers on an annual basis.

### G. Recall and Criteria for Placement

  
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Recall shall be in inverse order of layoff dependent on Districtwide program needs. Criteria to be considered are: certification, endorsement, and continuous length of service.



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Coby Haas      Date  
FEA Spokesperson