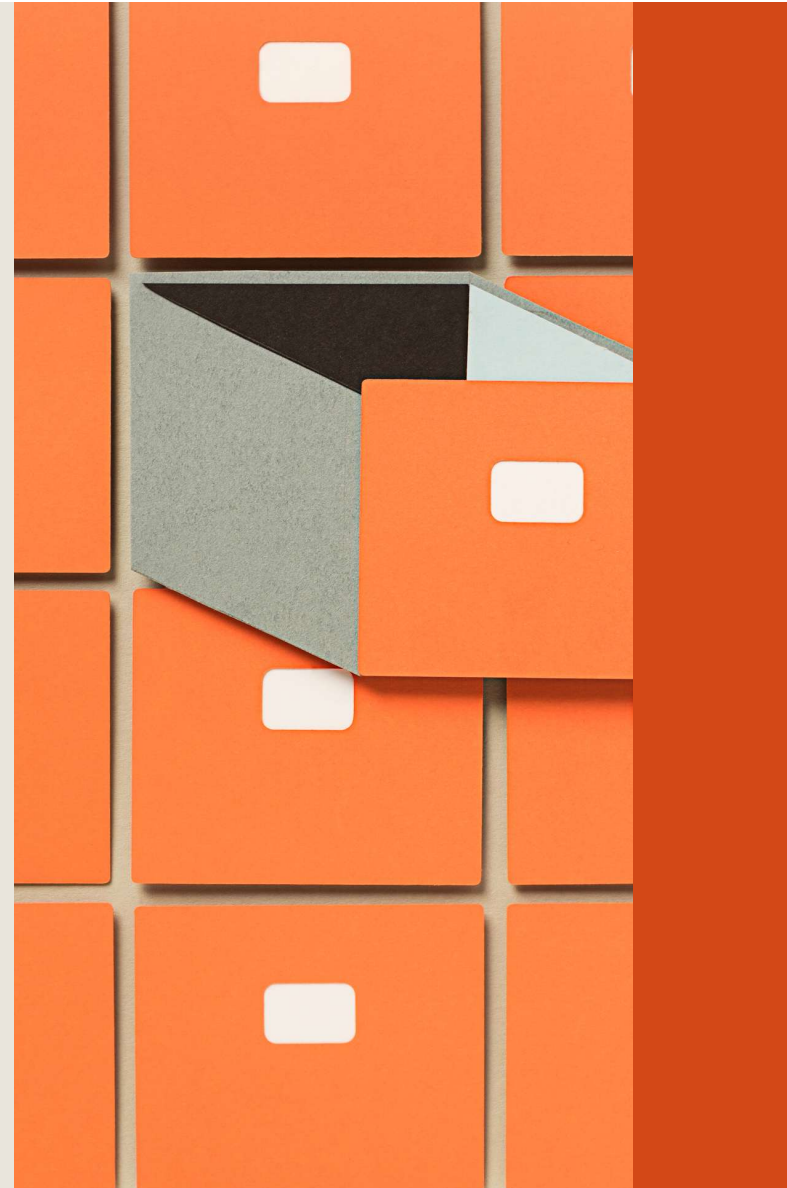


Navigating Employee Discipline, Non-Renewals, and Layoffs

OSSA Spring Conference (April 18, 2025)

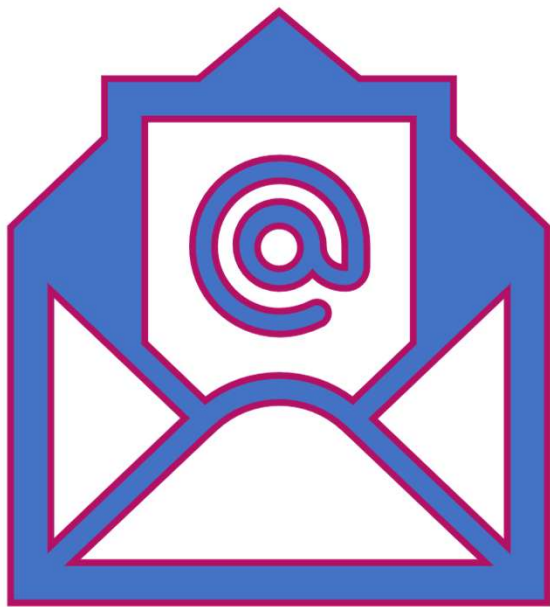
Presented by:
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Disclaimer

The information in this presentation is provided for training and educational purposes only and should **not** be considered legal advice.





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LAYOFFS

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Preparing for Layoffs

School districts considering staff reductions when available revenue changes should:

- Gather and review the following information:
 - District's curriculum
 - Note courses with increasing or decreasing enrollment, whether the course is required by state standards, whether the course assists in preparation for college and whether the course relates to activities particular to the community.
 - Board policies as they relate to teachers, classified employees, administrators and non-represented employees
 - Individual contracts of administrators and non-represented employees
 - Collective bargaining agreement language
- Consult with general counsel or PACE preloss
- Superintendent prepares recommendations to Board



LAYOFF OF K-12 TEACHER POSITIONS



Teacher Layoffs

- ORS 342.934 sets forth the procedure for making reductions in teacher staff positions resulting from a school district's lack of funds to continue its educational program at its anticipated level or resulting from the school district's elimination or adjustment of classes due to administrative
- CBA language may:
 - Repeat the provisions of ORS 342.934 word for word;
 - Commit the district to follow state law;
 - Contain no provisions regarding layoff and recall; or
 - Repeat some provisions of state law and add other provisions not in conflict with state law.



Teacher Layoffs - ORS 342.934

- ORS 342.934 requires school districts to:
 - Prioritize the retention of teachers who possess cultural and linguistic expertise (2021 HB 2001);
 - Make “every reasonable effort to” transfer teachers of courses scheduled for discontinuation to other positions for which they are licensed and qualified; and
 - Combine positions in a manner which allows teachers to remain qualified so long as the combined positions meet the curriculum needs of the district and the competence consideration as specified in a later section of the law.



Develop a Matrix System

- To compile and keep track of the elements necessary for conducting a layoff and subsequent recall
 - **Cultural or Linguistic Expertise***
 - **License(s)** - All TSPC licenses and endorsements held by the individual.
 - **Length of Service (Seniority)** - Calculated from 1st day of actual service as a teacher with the school district, inclusive of approved leaves of absence.
 - **Competence** - The ability of a teacher to teach a subject or grade level based on consideration of any of the following:
 - Teaching experience within the past five years related to the subject or grade level;
 - Educational attainments (e.g., degrees, including Masters and Doctorate, certificates of accomplishment and graduate credits, trainings), which may not be based solely on being licensed to teach; or
 - Teacher's willingness to undergo additional training or pursue additional education.
 - District “shall” not agree to waive the right in CBA to consider competence.
 - *District and association can agree to alternative criteria for competence determination so long as criteria ensure retained teachers are qualified for positions they fill.*
 - **Merit** (*more difficult to measure than competence*) - The measurement of one teacher's ability and effectiveness against the ability and effectiveness of another teacher.

Teacher Layoffs - ORS 342.934

- Under 2021 HB 2001, a district shall retain a qualified teacher with **“cultural or linguistic expertise”** who has less seniority if the release of the less senior teacher would result in a lesser proportion of teachers with cultural or linguistic expertise compared to teachers without cultural or linguistic expertise.
- If a qualified teacher with cultural or linguistic expertise is retained and the district is determining which teachers to retain who do not have cultural or linguistic expertise, the district shall prioritize either:
 - Seniority; or
 - Competence or merit if the district determines that the teacher being retained has more competence or merit than the teacher with more seniority who is being released.



Teacher Layoffs - ORS 342.934

- **“Cultural or linguistic expertise”** means the expertise of one teacher, as measured against the expertise of another teacher, based on consideration of any of the following factors:
 - A teacher’s linguistic ability in relation to an **in-district language**, as determined by a school district using a method of verification or attestation of fluency for all in-district languages;
 - A teacher’s completion of a teacher pathway program that is implemented by a teacher pathway partnership at the national, state, regional or local level and that has the primary focus of increasing the number of culturally or linguistically diverse teachers; or
 - A teacher’s current work assignment that requires the teacher to work at least 50 percent of the teacher’s work assignment time:
 - At a school where at least 25 percent of the student population consists of **students from a historically underserved background**, if the teacher is assigned to one school; or
 - At programs, schools or school districts where at least 25 percent of the student population consists of students from a historically underserved background, if the teacher is assigned to multiple programs, schools or school districts.
- Teacher must still be **“qualified”** (i.e., holds proper licenses or credentials to fill position).

2021 HB 2001.



Teacher Layoffs - ORS 342.934

- **“In-district language”** means a heritage language or a language other than English that is spoken:
 - By five percent or more of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the students enrolled in the schools of the school district; or
 - At five percent or more of the homes of the students enrolled at the school where a teacher is assigned or, if the teacher is not assigned to a school, of the homes of the students enrolled in the schools of the school district.

2021 HB 2001.



Teacher Layoffs - ORS 342.934

- **“Student from a historically underserved background”** includes a student who:
 - Is an English language learner;
 - Is from a racial or ethnic group that has historically experienced academic disparities, including racial or ethnic groups for which a statewide education plan has been developed under ORS 329.841 (Statewide education plan for students who are Black or African-American), 329.843 (Statewide education plan for students who are American Indian or Alaska Native) or 329.845 (Statewide education plan for students who are Latino or Hispanic) for students who are black, African-American, American Indian, Alaska Native, Latino or Hispanic;
 - Is economically disadvantaged; or
 - Has a disability.

2021 HB 2001.

See <https://www.ode.state.or.us/data/ReportCard/Reports/Index>



ORS 342.934 Recall (K-12 Teachers)

- Right of recall lasts for 27 months from “last date of release” unless waived “as provided in the procedure by rejection of a specific position”
- Recalled contract teacher retains status obtained pre-release
- Recalled probationary teacher counts time as if employment were continuous for purposes of obtaining contract teacher status



Application of Layoff/Recall Statute (ORS 342.934) to Administrators

- 2021 HB 2001 amended ORS 342.934 to incorporate the definition of teacher in ORS 342.120 (“Teacher” means all licensed employees in the public schools or employed by an education service district who have direct responsibility for instruction or coordination of educational programs and who are compensated for their services from public funds. “Teacher” does not include a school nurse or an instructional assistant.’).
- Prior to HB 2001, ORS 342.934 incorporated the definition of teacher in ORS 342.815(9) (“Teacher” means any person who holds a teaching license or registration as provided in ORS 342.125...or 342.144...or who is otherwise authorized to teach in the public schools of this state and who is employed half-time or more as an instructor or administrator.’).



LAYOFF OF CLASSIFIED POSITIONS



Classified Staff Layoffs

- ORS 342.934 does not apply to classified employees.
- Layoff and recall are mandatory subjects of bargaining.
- Procedures will depend on contract language and/or board policy.
- CBA language and/or board policies may contain the following elements:
 - Some period of advance notice;
 - Layoff within classifications: classifications specified may be by strict seniority may use seniority, special training or skills, experience, evaluations, qualification and other factors;
 - Bumping rights; and/or
 - Recall procedures which are similar to teacher contract procedures.



Preparing for Classified Staff Layoffs

- **Superintendent prepares recommendations**
 - Policy/CBA controls; ORS 342.934 does not apply to classified employees
 - Analyze curriculum/program needs.
 - Study contract and policy requirements.
 - May be strict seniority;
 - May be strict seniority within classifications;
 - May use special training, experience, program needs, work performance and others if so specified;
 - Bumping requirements, if any.
- **Notify the association (where applicable)**
 - Within contract requirements
- **If the association disagrees:**
 - Review CBA language, may be subject to grievance procedure
 - Possible lawsuits if layoff language in policy
- **Recall period set by CBA or policy**



LAYOFF OF OTHER POSITIONS



Confidential / Unrepresented Staff Layoffs

- Look at employment contract terms or applicable policies
- Provide Due Process
 - Layoff for budgetary reasons, pre-layoff meeting not required by U.S. Constitution
 - May be required based on policy or employment contract
 - If employee requests a meeting based on alleged pretext regarding the layoff decision, the employer should provide a meeting to hear the employee's concerns (*Levine v. City of Alameda*, 525 F.3d 903 (2008))
- Recall rights are not guaranteed
- Be consistent



EMPLOYEE DISCIPLINE

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Identify the Employee's Issue

- Performance or behavioral related issue?
- Review applicable source documents:
 - Collective Bargaining Agreement
 - Board Policies
 - Employee Handbook
 - State Law
 - Job Description



Performance versus Behavior

Performance

Inadequate quantity, quality, or timeliness of work

- Not managing time effectively
- Failing to communicate properly
- Not completing a job duty correctly

Behavior

Violation of work rules, frequent absence, misconduct

- Theft
- Problematic tardiness
- Leaving work without notice/permission
- Insubordination—refusing to complete an assigned task
- Performance concerns can become misconduct

Performance versus Behavior

Performance

Initial Considerations

- Does the employee have the ability to do the job? (e.g., experience, education, and training)
- Does the employee know what performance is expected?
- Does the employee have what is needed to do the job properly?
- Does the employee have health or emotional problems impacting performance?

Behavior

Initial Considerations

- Does the employee know what proper behavior is?
- Have work rules been distributed and reviewed with employees?
- Are rules and policies consistently enforced?
- Does the employee have health or emotional problems impacting behavior?

BOTH: Timely identify and communicate behavior problems and be consistent

A man with a beard, wearing a dark suit and white shirt, is seen from the side, sitting at a desk. He is looking at a computer monitor which displays some text. On the desk, there is a white coffee cup, a keyboard, and a mouse. The background is slightly blurred, showing an office environment. The overall tone is professional and focused.

Documentation is Critical!

- What to document
 - Performance concerns
 - Behavior concerns
 - Even if these haven't been raised with the employee yet
- When to document
 - Whenever you meet with an employee regarding a:
 - Performance or behavior concern
 - Personnel action
 - Grievance
 - Investigation
 - Complaint
 - Other significant event
 - Prepare as close as time to event as possible

Common “Trouble Areas”

- Attendance Issues
 - Were any of the absences taken for a protected reason?
 - FMLA / OFLA / PFMLI
 - ADA
 - Oregon sick time
 - Are attendance rules being uniformly applied?
- Recent protected activity
 - Retaliation
 - Timing Issues
- Culture / “not the right fit”
 - Risk of discrimination claims



Discipline

Appropriate when there is sufficient evidence to demonstrate a violation of:

- District Policy;
- Job Description / Professional Standard;
- Agreement;
- Directive; or
- Other



Determining the Level of Discipline

- Individual (work record, length of service, attitude/behavior)
- Incident or incidents (seriousness of the offense, mitigating/aggravating factors)
- Intervention (level of discipline)
 - Non-disciplinary interventions (e.g., verbal reminders, written directives, additional training)
 - Progressive Discipline
 - Prior disciplinary history
 - Escalating penalties for similar infractions
 - Due process



Progressive Discipline

- A process in which the penalty becomes greater for each succeeding infractions
- A typical process would be:
 - Verbal warning
 - Written warning
 - Written reprimand
 - Unpaid suspension / Last Chance Agreements / Final Warning
 - Termination (*only the board can dismiss licensed employees*)

** If employee is subject to a CBA, always check the CBA*



What type of Employee?

“At-Will” Employment?

- Oregon is an “at will” employment state. An “at-will” employee can be terminated for any (lawful) reason or no reason at all.
- But “at-will” employment does not protect you from:
 - Contract claims
 - Statutory claims
 - Tort claims
- Juries are unlikely to believe an employer terminated an employee for no reason at all

“Just Cause” Employment?

- Contract
 - Written
 - Verbal
 - Past practices
- Collective Bargaining Agreement
- State or Federal Law, charters, ordinance, rules



2023 SB 283

- “A classified school employee shall have the right to be dismissed, demoted or disciplined only for just cause.” (Emphasis added).
- “Classified school employee” includes all employees of a school district [or education service district] **in a position represented by a collective bargaining agreement** except those for whom a teaching or administrative license is required as a basis for employment in a school district [or education service district].”

2024 SB 1552 (effective April 4, 2024).





The Seven Elements of “Just Cause” (labor law)

1. Forewarning?
2. Rule or order reasonable?
3. Inquiry?
4. Fair and objective investigation?
5. Substantiated evidence of guilt?
6. Application/relationship to similar cases?
7. Scope of infraction/degree of discipline?

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1. Was the employee adequately warned of the consequences of their conduct?

- When was the employee warned of the consequences of their conduct?
- How was the warning given (oral or written)?
- What was the nature of the warning?



2. Was the employer's rule or order reasonably related to efficient and safe operations?

- What specific rule or order was violated?
 - Supervisor Directive
 - Board Policy
 - Administrative Regulation
 - Job Description
 - Performance Standard

3. Did management investigate before administering the discipline?

- When was the investigation/fact-finding done and by whom?
- What witnesses (if any) were interviewed?
- Was the employee interviewed?
- Was the employee appraised of their Weingarten rights (if applicable)? Did the employee have representation (if applicable)?
- What documents or materials were reviewed?



***Weingarten* Rights (union members)**

- A union member has the right to request union representation at investigatory interviews that the employee reasonably believes may result in disciplinary action.
 - *AFSCME, Local 328, v. Oregon Health Sciences University*, Case No. UP-119-87, 10 PECBR 922, 926-27 (1988) (adopting the federal law *Weingarten* rights approved in *NLRB v. J. Weingarten, Inc.*, 420 U.S. 251 (1975)).

Refusing to allow can result in grievances and ULPs.



Garrity Rights (public employees)



- When a public employer requires an employee to answer a question or make a statement under threat of discipline, such statements are coerced and therefore cannot be used against the employee in a criminal proceeding.
- Know when a Garrity warning is appropriate / contact legal counsel.

A photograph of a dirt road winding through a green field under a cloudy sky. The road is in the foreground, curving to the right. The field is lush green with some tall grass in the immediate foreground. In the background, there are rolling hills and a line of trees under a sky with scattered clouds.

Dealing with New Information

- Meeting scheduled to discuss performance/behavior issue, employee voices concern about:
 - Discriminatory treatment
 - Retaliation as a motive for discipline
 - Illegal conduct by a co-worker, supervisor, or the organization
- Move from One Track to Two Tracks
 - Take the complaint seriously
 - Zero tolerance for retaliation
 - Perform the appropriate investigation
 - Separate the complaint from the discipline to the extent possible
 - If the accused is the person who recommended discipline, tread carefully



4. Was the investigation fair and objective?

- Was the employee given notices of the specific charges or allegations?
- Was the employee made aware of the results of the investigation and given an opportunity to respond?

5. Did the investigation produce substantial evidence or proof of guilt?

- Preponderance of the evidence or “beyond a reasonable doubt” not required
- Where the alleged misconduct is of such a reprehensible nature as to stigmatize the employee and seriously impair their chances of future employment (e.g., theft), arbitrators generally want to see clear and convincing evidence

6. Were the rules, order and penalties applied evenhandedly and without discrimination?

- Was the discipline given to the employee progressive in nature?
Was there any prior discipline?
- Was the employee given opportunities to correct the behavior?
- What is the organization's history regarding discipline of similar offenses?



7. Was the penalty reasonably related to the seriousness of the offense and past record? If employee “A’s” past record is significantly better than that of employee “B,” the district properly may give “A” a lighter punishment than “B” for the same offense.

- How many years has the employee been with the employer?
- Were there any mitigating or aggravating factors in this incident?
- Is the level of discipline proportionate to the seriousness of the offense?

Verbal Warnings

- Private, informal conversation (remember *Weingarten* rights for union employees)
 - Pick a good time & place
 - Plan what you'll say in advance
 - Identify areas of concern
 - Have examples of performance concerns (examples can help focus the discussion!)
 - Specify proposed solution(s)
- Follow-up email or letter to employee
 - Summarize the conversation (e.g., date, concerns, expectations)
 - May present to employee for signature
 - Make sure a copy goes into the personnel file (if CBA allows)

Written Warnings

- Formal letter
 - State the problem
 - List prior discussions and discipline
 - Describe behavior or performance issue(s)
 - Indicate that the problem must be corrected
 - Include clear timelines (if applicable)
 - Disclose potential consequences
 - “Discipline up to and including termination”
- Present letter to employee (in-person is best)
 - Obtain the employee’s signature
 - If employee refuses to sign:
 - Make a notation
 - Get an email receipt
 - Provide rebuttal space
 - Place the original in the personnel file
 - Provide the employee with a copy

Last Chance Agreements

Key Components

- **Reason for the Agreement** – Explanation of why the employee is receiving this final opportunity (e.g., attendance issues, policy violations, substance abuse, misconduct)
- **Behavioral or Performance Expectations** – Specific actions the employee must take to improve or comply with company policies
- **Duration** – A set time frame during which the employee must demonstrate improvement (e.g., 3 months, 6 months, etc.)
- **Resources & Requirements** – Resources for improvement and any requirements (e.g., mandatory training, counseling, performance reviews)
- **Consequences for Non-Compliance** – Clear statement that failure to meet the agreement's terms will result in immediate termination
- Employee and, generally, the supervisor sign the agreement



Terminations

- Consider
 - CBA (if applicable), policy, employment contract, applicable statutes
 - Record of prior discipline
 - Timing (don't ask for trouble unless you have to)
 - District property (e.g., phone, laptop, remote access, keys, credit cards, email access, other records?)
 - Giving the employee an opportunity to resign
 - Separation / resignation agreement (for higher-risk separations)
- Provide due process—(1) Notice + (2) Opportunity to be heard

Pre-Termination Letters

- Letter provides notice to the employee (reasons the employer is considering termination) (satisfies “notice” component of due process)
- Provide complete reasons why you are considering termination
 - If several reasons, be complete
 - If each reason is sufficient independently, say so!
- Avoid vague generalizations
 - “Not a good fit”
 - “Not working out”
 - “Personality conflict”
 - “Bad attitude”



Pre-Termination Meetings

- Provides an opportunity for the employee to respond to the reason(s) (satisfies meaningful “opportunity to be heard” component of due process)
 - This is employee’s opportunity to speak
 - Remember *Weingarten* rights (for union employees)



Termination Letters

- Letter states that employee's employment is being terminated and the reasons
 - Provide an effective date (e.g., effective immediately)
 - "You received an opportunity to respond to these reasons at our pre-termination meeting, held on [Date]. I have considered your response when making this final decision to terminate."
 - State when employee will receive final paycheck (due by the end of the next business day following effective date of termination per Oregon Wage & Hour law)
 - Include information about continuing health benefits under COBRA
 - If CBA or policy gives employee the right to appeal the termination decision, include this information



NONRENEWAL/NON- EXTENSION (LICENSED STAFF)

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Terminology

Term	Applies to
NONRENEWAL	Probationary Teachers ORS 342.835(2): “For any cause it may deem in good faith sufficient, the district board may refuse to <u>renew</u> the contract of any probationary teacher.”
NONEXTENSION	Contract Teachers ORS 342.865(1): “No contract teacher shall be dismissed or the teacher’s contract <u>nonextended</u> except for . . . [the List of Nine]”

Definitions

TERM	ORS 342.815
TEACHER*	“any person who holds a teaching license . . . or who otherwise is authorized to teach . . . and who is employed half-time or more as an instructor or administrator ” ORS 342.815(9)
CONTRACT TEACHER	“any teacher who has been regularly employed by a school district for a probationary period of three successive school years and who has been retained for the next succeeding school year” ORS 342.815(3) – <i>districts can enter into agreement to make the probationary period one year or two years if they were a contract teacher at another district before</i>
PROBATIONARY TEACHER	“any teacher the majority of whose employed time is devoted to service as a supervisor, principal, vice principal or director of a department . . . but shall not include the superintendent, deputy superintendent, or assistant superintendent or any substitute or temporary teacher” ORS 342.815(1)

Categories

Probationary Teachers

- Classroom teachers in 1st, 2nd, or 3rd year of employment at your district
- Administrative “teachers” (e.g., principals) in 1st, 2nd, or 3rd year of employment at your district
- Substitute teachers
- Temporary teachers

Contract Teachers

- Any classroom teacher or principal/VP who is in their 4th year of teaching or later
- Any probationary classroom teacher or principal/VP who is in their 3rd year and March 15 has come and gone without notifying them that they will be nonrenewed.

PROBATIONARY TEACHERS



Standards

Dismissal	Nonrenewal
<p>“The district board of any fair dismissal district may <u>discharge or remove</u> any probationary teacher in the employ of the district at any time during a probationary period <u>for any cause considered in good faith sufficient</u> by the board. ” ORS 342.835(1)</p>	<p>“For <u>any cause it may deem in good faith sufficient</u>, the district board may <u>refuse to renew the contract</u> of any probationary teacher.” ORS 342.835(2)</p>

Rights: Probationary teachers

- Notice by March 15 of renewal or nonrenewal (ORS 342.513)
- The right to request a hearing before the district board (ORS 342.835)
- The right to receive a written copy of the reasons for nonrenewal (ORS 342.835)
- Cannot be nonrenewed based upon salary placement or other compensation (ORS 342.895(6))
- No appeal rights before the Fair Dismissal Appeals Board for nonrenewals *or* dismissals
- Check your CBA for any contractual rights



Recommended Nonrenewal Steps for Probationary Teachers

Pre-nonrenewal letter

Meet with Employee

Written notice of intent to non-renew

Board Meeting

Board votes to non-renew

Letter from Board to Employee

Letter from Board to Employee must be delivered by midnight on 15!

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Due Process Step 4:

Board Meeting

Sample Board Meeting Notice/Agenda Language

- **Executive session:** Pursuant to ORS 192.660(2)(b), the [insert name of school] school board will hold an executive session to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.
- **Open session:** The board will conduct a vote in open session if a vote is warranted.



Due Process Step 4:

Board Hearing (if requested)

- Opportunity for the employee to explain to Board why they should be renewed
- Executive session unless employee requests open session
- Board can determine hearing process
- OSBA has a sample letter setting forth a sample hearing process
pacelegal@osba.org



Preparing for the Board Hearing

- The board secretary and/or superintendent notifies the teacher in writing of the hearing procedure—we have a hearing procedure form letter pacelegal@osba.org
- The board secretary and/or superintendent notifies the teacher in writing that the hearing will take place in executive session unless the teacher chooses that the hearing take place in open session—we have form letters pacelegal@osba.org
- The board secretary and/or superintendent properly notices the hearing with an open session scheduled to follow any executive session for voting purposes



Best Practices: Probationary Teachers

- Regularly evaluate your teachers and engage in performance coaching (Don't catch your probationary teachers by surprise with a non-renewal)
- Give due process when considering non-renewal well before March 15 (start late January-ish)
- Make sure you have a system to track and notify both renewals and nonrenewals
- Make a timeline for each step (Work backward from the final letter of the Board's decision given to the teacher no later than March 15)



CONTRACT TEACHERS (And Teacher- Administrators)



Standards

Contract Teachers

Same standard for dismissal or nonextension:

Any one (or more) of the nine (9) reasons listed in ORS 342.865 (e.g., inefficiency, immorality, insubordination, etc)

Contract Administrators

Dismissal: Any one (or more) of the nine (9) reasons listed in ORS 342.865 (e.g., inefficiency, immorality, insubordination, etc)

Nonextension: “any cause considered by the school board in good faith sufficient” ORS 342.845(5)(c)

Timelines

Contract Teachers

- Contract teachers are on two-year contracts. ORS 342.895(1)
- If board votes to nonextend by March 15 in Year 1, teacher is placed on “program of assistance for improvement” (PIA). ORS 342.895(4)(b)
- In Year 2, while on the PIA, the board can either
 - Vote to nonextend by March 15 of Year 2
 - Vote to extend (usually because the teacher has successfully completed the PIA) by March 15 of Year 2. ORS 342.895(4)(c)

Contract Administrators

- Contract administrators are on three-year contracts. ORS 342.845(5)(a)

Prior to March 15 of the second year of the administrator’s contract, the school board shall take one of the following actions:

- Issue a new three-year contract effective July 1 following the March 15 of the second year of the administrator’s contract;
- Provide, in writing, notice that the contract will not be renewed or extended; or
- Extend the existing contract for a period of not more than one year. ORS 342.845(5)(c)

Rights

Contract Teachers

- Can appeal nonextension to Fair Dismissal Appeals Board (FDAB)

Contract Administrators

- CANNOT appeal nonextension to Fair Dismissal Appeals Board (FDAB) (but can appeal dismissal to FDAB)
- Entitled to fill vacant teaching position after notice of nonextension if they're licensed for the position and have 3 years of prior teaching experience



Quick plug for PACE Legal

- Log in to your OSBA/PACE membership portal for an FAQ about nonrenewals and other resources – go to pace.osba.org and click on “Member Login” tab
- OSBA’s seven attorneys provide a variety of services for PACE members
- Email us at pacelegal@osba.org for help with any issue implicated by your PACE coverage, including dismissals, nonrenewals/nonextensions, and RIFs
- We are not a replacement for your school’s general counsel services, but we can advise on a variety of issues, including employee discipline
- If you consult with a PACE attorney 3 business days before you plan to take an adverse employment action on an employee, PACE will waive your \$25k deductible if the employee later brings an administrative complaint or a lawsuit.





Questions?

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