

**San Diego Education Association  
Proposal To The  
Gompers Preparatory Academy**

**ARTICLE 8: LAYOFF AND REEMPLOYMENT**

**SDEA Proposal Passed February 27, 2020**

**8.1 Layoff of Bargaining Unit Members**

8.1.1 Layoffs may occur at the end of the school year due to programmatic changes as determined by GPA Leadership or a reduction in funds.

8.1.2 There shall be no layoffs during the school year unless the School's enrollment declines by the average maximum class size for all sections, as outlined in Article 14, for a period of forty-five (45) days or more. Midyear layoffs shall be effective no earlier than the end of the semester in which notice is provided to affected unit members as outlined in Section 8.3.

**8.2 Order of Layoff.**

8.2.1 The order of layoff shall be determined by a formula used to identify a "layoff priority score" for each bargaining unit member in the credential area to be reduced. This formula shall be applied as follows:

8.2.1.1 Weights

- a. Seniority, defined as beginning from the last effective date of employment in a position within the bargaining unit, shall be attributed a weight equal to 75% of the unit member's layoff priority score.
- b. Additional credentials, experience, and the average of all GPA performance evaluations combined shall be attributed a weight gain equal to 25% of the unit member's layoff priority score.

8.2.1.2 Process for Determining a Unit Member's Layoff Priority Score

Using the above criteria, a list (including each unit member subject to layoff and the score associated with that unit member) will then be generated by GPA and provided to SDEA prior to notifying unit members of layoff. Depending upon the number of positions needed to be reduced, as decided by GPA, the lowest scoring unit members will be notified in writing of their potential layoff. If a unit member requests details regarding their scoring or the unit member believes he or she has additional information that was not considered in determining the rankings, such unit member may meet with the Director along with an Association representative to provide any and all written or oral information to contest the scoring. Requests for this meeting must be made to the Director within five (5) workdays after the unit member has received written notification.

- 8.2.2 No unit member shall be terminated while any other unit member with a lesser layoff priority score or an intern is retained to render a service which the unit member is certificated and qualified to render. A unit member is certificated and qualified to render a service if they possess the appropriate certification document.
- 8.2.3 In the event that GPA makes an error with respect to the application of these procedures and criteria to an individual unit member, that unit member shall be retained and made whole. Such retention shall have no effect on the layoff of other unit members.
- 8.2.4 Ties in the layoff priority score shall be broken by lot. The lottery shall be conducted in the presence of at least two (2) Association representatives.

### **8.3 Notice of Layoff**

Unit members to be laid off shall be given written notice of layoff to occur at the end of the year no later than May 15. Unit members to be laid off mid-year shall be given forty-five (45) workdays advance written notice of layoff. The notice shall be deemed complete when the unit member is personally served or when the notice is deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed to the unit member at the unit member's last known address on file with GPA.

### **8.4 Impacts and Effects**

The decision to lay off, the determination of the services or teaching subjects in which layoffs are to be made, and the number of unit members who are to be laid off rests solely with GPA and shall not be subject to negotiations nor to the filing of grievances.

The impacts and effects of proposed layoffs shall be subject to negotiations between the Association and GPA. Accordingly, GPA agrees to notify the Association as soon as possible of the number and type of layoffs to be proposed. Immediately upon such notification, the Parties shall meet and negotiate the impact and effect of such layoffs.

### **8.5 Reemployment**

Unit members who have been laid off shall be placed on the reemployment list in the inverse order in which they were laid off and shall be offered employment as a Substitute on Call on the same basis as other Substitutes on Call, for a period of thirty-six (36) months.

A unit member who is laid off and is subsequently eligible for reemployment shall be notified by certified mail, return receipt requested, to the last known address given by the unit member to GPA. The unit member shall have fourteen (14) calendar days from receipt of the notice to respond to the offer of reemployment. If the notice of offer of reemployment is undeliverable or is not accepted by the unit member, the unit member's name shall be removed from the reemployment list and the unit member shall be deemed to have resigned from GPA. Upon acceptance of reemployment, the unit member shall have fourteen (14) calendar days to report unless GPA agrees to an extension of the reporting date.

A unit member reemployed from the reemployment list shall be placed in the status which they held at the time of layoff. Time spent on the reemployment list shall not be counted toward eligibility for Just Cause status or for longevity for salary purposes. For all other purposes, time spent on the reemployment list shall be counted in the same manner as an official unpaid leave (including the unit member maintaining their original seniority date).

**8.6 Permissible Deviations from Order of Layoff and Reemployment**

8.6.1 Notwithstanding any other provision of this Article, GPA may deviate from the layoff priority score/order of layoff and/or from the order of reemployment for the following reasons:

8.6.1.1 GPA demonstrates a specific need for personnel with a credential allowing more than one subject to be taught, to teach a specific course or course of study, or to provide services authorized by a services credential with a specialization, and that the certificated unit member with a lesser layoff priority score has special training and experience necessary to teach that course or course of study or to provide those services, which others with a higher layoff priority score do not possess.

8.6.1.2 As required by GPA's charter authorizer or as required by law.

8.6.2 Prior to deviating from the layoff priority score/order of layoff and/or from the order of reemployment, affected unit members shall be given the opportunity to obtain a limited assignment permit in any area that would prevent layoff before the effective date of layoff, and obtain the required credential before the permit expires.

