

HOUSE AMENDMENTS TO HOUSE BILL 2001

By COMMITTEE ON RULES

May 21

1 On page 1 of the printed bill, delete lines 4 through 30.

2 On page 2, delete lines 1 through 16 and insert:

3 “Whereas in 2019, the Legislative Assembly passed the Student Success Act and committed re-
4 sources for developing and implementing professional development programs and training programs,
5 including programs that increase the cultural and linguistic diversity of educators; and

6 “Whereas students, school districts and communities benefit from teachers who have cultural
7 or linguistic expertise and who can relate and respond to the unique needs of students and families
8 with cultural or linguistic diversity; and

9 “Whereas current state law requires school districts to prioritize seniority in layoff determi-
10 nations without consideration for cultural or linguistic expertise; now, therefore,”

11 Delete lines 18 through 45 and delete page 3.

12 On page 4, delete lines 1 through 36 and insert:

13 “**SECTION 1.** ORS 342.934 is amended to read:

14 “342.934. (1) **As used in this section:**

15 “(a) **‘Competence’ means the ability of a teacher to teach a subject or grade level based**
16 **on consideration of any of the following:**

17 “(A) **Teaching experience within the past five years related to the subject or grade level;**

18 “(B) **Educational attainments, which may not be based solely on being licensed to teach;**
19 **or**

20 “(C) **The teacher’s willingness to undergo additional training or pursue additional educa-**
21 **tion.**

22 “(b) **‘Cultural or linguistic expertise’ means the expertise of one teacher, as measured**
23 **against the expertise of another teacher, based on consideration of any of the following fac-**
24 **tors:**

25 “(A) **A teacher’s linguistic ability in relation to an in-district language, as determined by**
26 **a school district using a method of verification or attestation of fluency for all in-district**
27 **languages;**

28 “(B) **A teacher’s completion of a teacher pathway program that is implemented by a**
29 **teacher pathway partnership at the national, state, regional or local level and that has the**
30 **primary focus of increasing the number of culturally or linguistically diverse teachers; or**

31 “(C) **A teacher’s current work assignment that requires the teacher to work at least 50**
32 **percent of the teacher’s work assignment time:**

33 “(i) **At a school where at least 25 percent of the student population consists of students**
34 **from a historically underserved background, if the teacher is assigned to one school; or**

35 “(ii) **At programs, schools or school districts where at least 25 percent of the student**

1 population consists of students from a historically underserved background, if the teacher
2 is assigned to multiple programs, schools or school districts.

3 “(c) ‘In-district language’ means a heritage language or a language other than English
4 that is spoken:

5 “(A) By five percent or more of the students enrolled at the school where a teacher is
6 assigned or, if the teacher is not assigned to a school, of the students enrolled in the schools
7 of the school district; or

8 “(B) At five percent or more of the homes of the students enrolled at the school where
9 a teacher is assigned or, if the teacher is not assigned to a school, of the homes of the stu-
10 dents enrolled in the schools of the school district.

11 “(d) ‘Merit’ means the measurement of one teacher’s ability and effectiveness against the
12 ability and effectiveness of another teacher.

13 “(e) ‘Qualified teacher with cultural or linguistic expertise’ means a teacher who:

14 “(A) Has more cultural or linguistic expertise than a teacher with more or equal senior-
15 ity; and

16 “(B) Holds proper licenses or other credentials to fill a remaining position.

17 “(f) ‘School district’ includes an education service district.

18 “(g) ‘Student from a historically underserved background’ includes a student who:

19 “(A) Is an English language learner;

20 “(B) Is from a racial or ethnic group that has historically experienced academic dispari-
21 ties, including racial or ethnic groups for which a statewide education plan has been devel-
22 oped under ORS 329.841, 329.843 or 329.845 for students who are black, African-American,
23 American Indian, Alaska Native, Latino or Hispanic;

24 “(C) Is economically disadvantaged; or

25 “(D) Has a disability.

26 “(h) ‘Teacher’ has the meaning given that term in ORS 342.120.

27 “[1] (2) This section shall provide the procedure for [reduction] making reductions in
28 teacher staff positions resulting from [the] a school district’s lack of funds to continue its educa-
29 tional program at its anticipated level or resulting from the school district’s elimination or adjust-
30 ment of classes due to administrative decision [shall be as provided in this section. However,].
31 Nothing in this section is intended to interfere with the right of a fair dismissal district to discharge,
32 remove or fail to renew the contract of a probationary teacher pursuant to ORS 342.835.

33 “[2] (3) [The] Before making any layoff decisions related to teacher staff, a school district
34 shall make every reasonable effort to:

35 “(a) Transfer teachers of [courses scheduled for discontinuation] eliminated or adjusted classes
36 to other teaching positions for which [they] the teachers are licensed and qualified.

37 “(b) Combine teaching positions in a manner [which] that allows teachers to remain qualified
38 so long as the combined positions meet the curriculum needs of the school district and the compe-
39 tence consideration specified in subsection [(4)] (5) of this section.

40 “(c) Maintain the proportion of teachers with cultural or linguistic expertise compared
41 to teachers without cultural or linguistic expertise.

42 “[(3) In determining teachers to be retained when a school district reduces its staff under this
43 section, the school district shall:]

44 “[(a) Determine whether teachers to be retained hold proper licenses at the time of layoff to fill the
45 remaining positions.]

1 “(b) Determine seniority of teachers to be retained, calculated from the first day of actual service
2 as teachers with the school district inclusive of approved leaves of absence. Ties shall be broken by
3 drawing lots.]

4 “(c) Determine competence and merit of teachers, if necessary, under subsection (4) of this
5 section.]

6 “(4)(a) Except as required by paragraph (b) of this subsection and as allowed by sub-
7 section (5) of this section, a school district shall prioritize seniority when determining which
8 teachers will be retained when a school district reduces its teacher staff under this section.

9 “(b) A school district shall retain a qualified teacher with cultural or linguistic expertise
10 who has less seniority if the release of the less senior teacher would result in a lesser pro-
11 portion of teachers with cultural or linguistic expertise compared to teachers without cul-
12 tural or linguistic expertise. When a qualified teacher with cultural or linguistic expertise
13 is retained under this paragraph and the school district is determining which teachers to
14 retain who do not have cultural or linguistic expertise, the school district shall prioritize:

15 “(A) Seniority; or

16 “(B) To the extent allowed under subsection (5) of this section, competence or merit.

17 “(c)(A) Except as provided by subparagraph (B) of this paragraph, any ties in calculations
18 of seniority shall be broken by drawing lots.

19 “(B) If the release of a qualified teacher with cultural or linguistic expertise who has
20 equal seniority would result in a lesser proportion of teachers with cultural or linguistic ex-
21 pertise compared to teachers without cultural or linguistic expertise, the school district shall
22 retain the teacher with cultural or linguistic expertise.

23 “(d) For the purposes of this subsection, seniority shall be calculated from the first day
24 of actual service as teachers with the school district, inclusive of approved leaves of absence.

25 “(e) Nothing in this subsection prohibits a school district from requiring that teachers
26 to be retained hold proper licenses or other credentialing at the time of layoff to fill re-
27 maining positions or prohibits a school district from retaining a teacher as allowed under
28 subsection (5) of this section.

29 “[(4)] (5) [If] A school district [desires to] **may** retain a teacher with less seniority than a
30 teacher being released under this section[,] if the **school** district [shall determine] **determines** that
31 the teacher being retained has more competence or merit than the teacher with more seniority who
32 is being released.

33 “[(5)] (6)(a) Except as provided by paragraph (b) of this subsection, an administrator shall
34 retain status and seniority as a contract teacher and voluntarily may return to teaching in a re-
35 duction in staff situation.

36 “(b) [However,] An administrator who was never employed as a teacher in the **school** district
37 shall not be eligible to become a nonadministrative teacher in the **school** district if the effect is to
38 displace a nonadministrative contract teacher.

39 “[(6)] (7) In consultation with its employees or, for those employees in a recognized or certified
40 collective bargaining unit, with the exclusive bargaining representative of that unit, each school
41 district shall establish a procedure for recalling teachers to employment in the **school** district who
42 have been released because of a prospective or actual reduction in staff. The procedure [so estab-
43 lished] shall define the criteria for recall and the teacher shall have the right of recall [thereunder]
44 for 27 months after the last date of release by the **school** district unless waived as provided in
45 [such] **the** procedure by rejection of a specific position. A contract teacher who is recalled shall

1 retain the status obtained before the release. A probationary teacher who is recalled shall have
2 years [*taught*] **of teaching** for the **school** district counted as if the employment had been continuous
3 for purposes of obtaining contract teacher status.

4 “[(7)] **(8)** An appeal from a decision on reduction in staff or recall under this section shall be
5 by arbitration under the rules of the Employment Relations Board or by a procedure mutually
6 agreed upon by the employee representatives and the employer. The results of the procedure shall
7 be final and binding on the parties. Appeals from multiple reductions may be considered in a single
8 arbitration. The arbitrator is authorized to reverse the staff reduction decision or the recall decision
9 made by the **school** district only if the **school** district:

10 “(a) Exceeded its jurisdiction;

11 “(b) Failed to follow the procedure applicable to the matter before it;

12 “(c) Made a finding or order not supported by substantial evidence in the whole record; or

13 “(d) Improperly construed the applicable law.

14 “[(8)] **(9)(a)** [*After August 15, 1997,*] A school district shall not agree in any collective bargaining
15 agreement to waive the right to consider competence in making decisions about the order of re-
16 duction in staff or recall of staff. Nothing in this subsection shall prevent a school district and the
17 exclusive bargaining representative from agreeing to alternative criteria for competence determi-
18 nations under this subsection so long as the criteria ensure that all retained teachers are qualified
19 for the positions they fill.

20 “**(b)** As used in this subsection, ‘qualified’ means the measurement of the teacher’s ability to
21 teach the particular grade level or subject matter in which the teacher is placed after the reduction
22 in force. Qualifications shall be measured by more than seniority and licensure, but may include
23 other criteria that reasonably measure the teacher’s fitness to teach the relevant grade or subject
24 level. Determinations of competence or qualifications under this subsection may take into account
25 requirements for any special needs students.

26 “[*(9) As used in this section:*]

27 “[*(a) ‘Competence’ means the ability to teach a subject or grade level based on recent teaching ex-*
28 *perience related to that subject or grade level within the last five years, or educational attainments, or*
29 *both, but not based solely on being licensed to teach. The district may consider a teacher’s willingness*
30 *to undergo additional training or pursue additional education in deciding upon questions of compe-*
31 *tence.*]

32 “[*(b) ‘Merit’ means the measurement of one teacher’s ability and effectiveness against the ability*
33 *and effectiveness of another teacher.*]

34 “**SECTION 2. The amendments to ORS 342.934 by section 1 of this 2021 Act apply to**
35 **contracts entered into, renewed or extended on or after the effective date of this 2021**
36 **Act.”.**

37 On page 5, line 28, delete “(7)” and insert “(6)”.