

Requested by Representative KOTEK

**PROPOSED AMENDMENTS TO
HOUSE BILL 2001**

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
4 Act and committed resources for developing and implementing professional
5 development programs and training programs, including programs that in-
6 crease the cultural and linguistic diversity of educators; and

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

11 “Whereas current state law requires school districts to prioritize seniority
12 in layoff determinations without consideration for cultural or linguistic ex-
13 pertise; now, therefore,”.

14 Delete lines 18 through 45 and delete page 3.

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

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

17 “342.934. (1) **As used in this section:**

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

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

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

3 **“(C) The teacher’s willingness to undergo additional training or**
4 **pursue additional education.**

5 **“(b) ‘Cultural or linguistic expertise’ means the expertise of one**
6 **teacher, as measured against the expertise of another teacher, based**
7 **on consideration of any of the following factors:**

8 **“(A) A teacher’s linguistic ability in relation to an in-district lan-**
9 **guage, as determined by a school district using a method of verifica-**
10 **tion or attestation of fluency for all in-district languages;**

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

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

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

20 **“(ii) At programs, schools or school districts where at least 25 per-**
21 **cent of the student population consists of students from a historically**
22 **underserved background, if the teacher is assigned to multiple pro-**
23 **grams, schools or school districts.**

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

26 **“(A) By five percent or more of the students enrolled at the school**
27 **where a teacher is assigned or, if the teacher is not assigned to a**
28 **school, of the students enrolled in the schools of the school district;**
29 **or**

30 **“(B) At five percent or more of the homes of the students enrolled**

1 at the school where a teacher is assigned or, if the teacher is not as-
2 signed to a school, of the homes of the students enrolled in the schools
3 of the school district.

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

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

8 “(A) Has more cultural or linguistic expertise than a teacher with
9 more or equal seniority; and

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

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

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

15 “(A) Is an English language learner;

16 “(B) Is from a racial or ethnic group that has historically experi-
17 enced academic disparities, including racial or ethnic groups for which
18 a statewide education plan has been developed under ORS 329.841,
19 329.843 or 329.845 for students who are black, African-American,
20 American Indian, Alaskan Native, Latino or Hispanic;

21 “(C) Is economically disadvantaged; or

22 “(D) Has a disability.

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

24 “[~~(1)~~] (2) This section shall provide the procedure for [~~reduction~~] mak-
25 ing reductions in teacher staff positions resulting from [~~the~~] a school
26 district’s lack of funds to continue its educational program at its anticipated
27 level or resulting from the school district’s elimination or adjustment of
28 classes due to administrative decision [~~shall be as provided in this section.~~
29 However,]. Nothing in this section is intended to interfere with the right of
30 a fair dismissal district to discharge, remove or fail to renew the contract

1 of a probationary teacher pursuant to ORS 342.835.

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

4 “(a) Transfer teachers of [*courses scheduled for discontinuation*] **elimi-**
5 **nated or adjusted classes** to other teaching positions for which [*they*] **the**
6 **teachers** are licensed and qualified.

7 “(b) Combine teaching positions in a manner [*which*] **that** allows teachers
8 to remain qualified so long as the combined positions meet the curriculum
9 needs of the **school** district and the competence consideration specified in
10 subsection [(4)] (5) of this section.

11 “(c) **Maintain the proportion of teachers with cultural or linguistic**
12 **expertise compared to teachers without cultural or linguistic expertise.**

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

15 “[a) *Determine whether teachers to be retained hold proper licenses at the*
16 *time of layoff to fill the remaining positions.]*

17 “[b) *Determine seniority of teachers to be retained, calculated from the first*
18 *day of actual service as teachers with the school district inclusive of approved*
19 *leaves of absence. Ties shall be broken by drawing lots.]*

20 “[c) *Determine competence and merit of teachers, if necessary, under sub-*
21 *section (4) of this section.]*

22 “(4)(a) **Except as required by paragraph (b) of this subsection and**
23 **as allowed by subsection (5) of this section, a school district shall pri-**
24 **oritize seniority when determining which teachers will be retained**
25 **when a school district reduces its teacher staff under this section.**

26 “(b) **A school district shall retain a qualified teacher with cultural**
27 **or linguistic expertise who has less seniority if the release of the less**
28 **senior teacher would result in a lesser proportion of teachers with**
29 **cultural or linguistic expertise compared to teachers without cultural**
30 **or linguistic expertise. When a qualified teacher with cultural or lin-**

1 **guistic expertise is retained under this paragraph and the school dis-**
2 **trict is determining which teachers to retain who do not have cultural**
3 **or linguistic expertise, the school district shall prioritize:**

4 **“(A) Seniority; or**

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

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

9 **“(B) If the release of a qualified teacher with cultural or linguistic**
10 **expertise who has equal seniority would result in a lesser proportion**
11 **of teachers with cultural or linguistic expertise compared to teachers**
12 **without cultural or linguistic expertise, the school district shall retain**
13 **the teacher with cultural or linguistic expertise.**

14 **“(d) For the purposes of this subsection, seniority shall be calcu-**
15 **lated from the first day of actual service as teachers with the school**
16 **district, inclusive of approved leaves of absence.**

17 **“(e) Nothing in this subsection prohibits a school district from re-**
18 **quiring that teachers to be retained hold proper licenses or other cre-**
19 **dentiaing at the time of layoff to fill remaining positions or prohibits**
20 **a school district from retaining a teacher as allowed under subsection**
21 **(5) of this section.**

22 **“[(4)] (5) [If] A school district [desires to] may retain a teacher with less**
23 **seniority than a teacher being released under this section[,] if the school**
24 **district [shall determine] determines that the teacher being retained has**
25 **more competence or merit than the teacher with more seniority who is being**
26 **released.**

27 **“[(5)] (6)(a) Except as provided by paragraph (b) of this subsection,**
28 **an administrator shall retain status and seniority as a contract teacher and**
29 **voluntarily may return to teaching in a reduction in staff situation.**

30 **“(b) [However,] An administrator who was never employed as a teacher**

1 in the **school** district shall not be eligible to become a nonadministrative
2 teacher in the **school** district if the effect is to displace a nonadministrative
3 contract teacher.

4 “[(6)] (7) In consultation with its employees or, for those employees in a
5 recognized or certified collective bargaining unit, with the exclusive bar-
6 gaining representative of that unit, each school district shall establish a
7 procedure for recalling teachers to employment in the **school** district who
8 have been released because of a prospective or actual reduction in staff. The
9 procedure [*so established*] shall define the criteria for recall and the teacher
10 shall have the right of recall [*thereunder*] for 27 months after the last date
11 of release by the **school** district unless waived as provided in [*such*] **the**
12 procedure by rejection of a specific position. A contract teacher who is re-
13 called shall retain the status obtained before the release. A probationary
14 teacher who is recalled shall have years [*taught*] **of teaching** for the **school**
15 district counted as if the employment had been continuous for purposes of
16 obtaining contract teacher status.

17 “[(7)] (8) An appeal from a decision on reduction in staff or recall under
18 this section shall be by arbitration under the rules of the Employment Re-
19 lations Board or by a procedure mutually agreed upon by the employee rep-
20 resentatives and the employer. The results of the procedure shall be final and
21 binding on the parties. Appeals from multiple reductions may be considered
22 in a single arbitration. The arbitrator is authorized to reverse the staff re-
23 duction decision or the recall decision made by the **school** district only if
24 the **school** district:

25 “(a) Exceeded its jurisdiction;

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

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

29 “(d) Improperly construed the applicable law.

30 “[(8)] (9)(a) [*After August 15, 1997,*] A school district shall not agree in

1 any collective bargaining agreement to waive the right to consider compe-
2 tence in making decisions about the order of reduction in staff or recall of
3 staff. Nothing in this subsection shall prevent a school district and the ex-
4 clusive bargaining representative from agreeing to alternative criteria for
5 competence determinations under this subsection so long as the criteria en-
6 sure that all retained teachers are qualified for the positions they fill.

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

15 “[9) As used in this section:]

16 “[a) ‘Competence’ means the ability to teach a subject or grade level based
17 on recent teaching experience related to that subject or grade level within the
18 last five years, or educational attainments, or both, but not based solely on
19 being licensed to teach. The district may consider a teacher’s willingness to
20 undergo additional training or pursue additional education in deciding upon
21 questions of competence.]

22 “[b) ‘Merit’ means the measurement of one teacher’s ability and effective-
23 ness against the ability and effectiveness of another teacher.]

24 **“SECTION 2. The amendments to ORS 342.934 by section 1 of this**
25 **2021 Act apply to contracts entered into, renewed or extended on or**
26 **after the effective date of this 2021 Act.”.**

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

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