

## **ARTICLE 15: REDUCTION-IN-FORCE ACTIONS AND EFFECTS RELATING THERETO**

- 15.1 In accordance with the legal provisions of the Education Code regarding reduction-in-force actions by the District, nothing contained herein shall be construed to impede any possible District implementation of said legal provisions, or the assignment of professional bargaining unit services related thereto; nor shall this article be construed to remove the reduction-in-force protections of the Education Code for unit members.
- 15.2 The District and the Association agree that all Education Code procedural requirements and provisions for layoff of unit members shall be observed if the District determines that reductions in force are necessary.
- 15.3 The District and Association agree that alleged violations of the procedure and requirements described in Sections 15.1 and 15.2 shall be excluded from the provisions of Article 14 (Grievance Procedure) of this Agreement.
- 15.4 Article 8 (Fringe Benefits) shall be construed as providing fringe benefit coverage through September 30 for those unit members working a full school year, including all unit members laid off as a result of a reduction-in-force action by the Board of Education on or before May 15 in any school year.
- 15.5 The District shall compensate all teachers laid off in accordance with a reduction-in-force action at their daily rates of pay should they be utilized as substitute teachers.
- 15.6 The District shall not bargain with any subgroup of the unit on the effects of the reduction-in-force actions.
- 15.7 The District and the Association each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter related to reduction-in-force actions, and effects related thereto, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 15.8 The Association agrees that the above language shall satisfy the parties' obligation to bargain this topic during the term of this Agreement.