

ADMINISTRATIVE PROCEDURE

Personnel and Employee Relations

Reduction of Teaching Staff

PER #12

Revised: March 2024

Background

The Board of Trustees of The Christ The Redeemer Catholic Separate School Division (Board) recognizes that a variety of factors may necessitate the reduction of professional staff in a particular school, in a geographic region, or in the school division as a whole. The Board further recognizes its mandate to provide quality education services to students enrolled in various schools and programs operated by the Board within a fiscally responsible framework on both a system wide and school-by-school basis. (References: *Alberta Education Act*, Part 6; and Employment Standards Code.)

The Board has delegated to the Superintendent, or designate, the responsibility for implementing procedures that could result in a recommendation to the board that a teacher's contract of employment be terminated where circumstances warrant.

Procedures

1. The Superintendent, or designate, in consultation with the Principals shall do an annual program assessment to determine student needs in order to determine staffing levels in each school.
2. Principals shall, in the event staff reduction is considered necessary, identify to the Superintendent, or designate, both the number of and the identity of professional staff that the Principal recommends as surplus to the needs of the school.
3. The Superintendent, or designate, shall consider such factors as they may deem appropriate in determining whether or not the division's ability to provide educational services has been affected and, without limiting the generality of the matters to be considered by the Board, the Superintendent, or designate, may consider the following:
 - Student enrollment
 - Population patterns
 - Funding from all sources
 - Curricular content or practices
 - Programs offered by the Board
 - Student educational needs
 - Function of existing physical facilities
 - Geographic area
 - Other factors which the Superintendent, or designate, considers relevant
4. Should the Superintendent, or designate, deem a reduction in the number of teachers to be warranted, it shall endeavor first, to effect such reduction through voluntary attrition.
 - 4.1. Voluntary resignation

- 4.2. Retirement
 - 4.3. Voluntary leave of absence
 - 4.4. Voluntary changes in employment status (i.e. full time to part time)
 - 4.5. Voluntary transfer
5. If voluntary attrition does not result in the necessary reduction, the Superintendent, or designate, shall then endeavor to effect reduction through the transfer of staff to other appropriate assignments as determined by the Superintendent, or designate.
 - 5.1. The primary factor for determining teacher transfers shall be the viability of educational programs available for students in the surplus schools and in the potential receiving schools. School administration shall be consulted in determining which transfers would result in the best possible educational programs.
 - 5.2. Student and program needs, and not employee seniority, shall be the primary criteria for enacting teacher transfers.
 - 5.3. All other factors being equal, seniority shall be considered when making decisions about teacher transfers.
 6. If reduction cannot be fully achieved through voluntary attrition and/or transfer to other assignments, the Superintendent, or designate, shall endeavor to effect reduction through termination of contracts of employment. At this point the Superintendent, or designate, must decide to apply these procedures to a particular school, geographic area, or the school division as a whole.
 7. The following criteria may be utilized to determine which contracts of employment shall be terminated:
 - 7.1. Seniority based on years of service with Christ The Redeemer (CTR) Catholic School Division, or its predecessor Boards, shall be the primary consideration when determining which contracts of employment are to be terminated. To determine years of seniority, the following principles shall be used:
 - 7.1.1. The date when the continuous employment began shall be used to determine years of service with the Board. Maternity leaves, sick leaves, and educational leaves shall be included as years of service with the Board. Leaves for personal reasons, of a duration of 30 continuous days or longer, shall not be counted for years of service. Employees who are on part-time contracts shall be treated in the same manner as employees who are on full-time contracts. Full-time equivalent years of service shall not be used to determine years of service.
 - 7.1.2. Teachers on temporary, interim and then probationary, contracts shall be the first to be released.
 - 7.1.3. Notwithstanding the above, teachers on temporary or probationary contracts may be retained and continuous contract teachers released if the temporary, probationary, or interim teacher possesses a specialty that is required. For example, in the areas of second languages, special education, counseling, specialized Career and Technology Studies programs and essential core subjects at the grade10-12 levels, it may be necessary to retain teachers on temporary or probationary contracts in order to maintain these programs.
 - 7.1.4. Notwithstanding the above the needs of each school with regard to “specialized teaching assignments” that may include areas such as Career and Technology Studies specializations, second languages, music and special education shall be carefully considered, and a teacher placed in a “specialized teaching assignment” may be considered temporarily exempt from staff reduction.
 - 7.1.5. Administration shall annually review categories defined as “specialized teaching assignments” and make recommendations to the Superintendent, or designate. The

Superintendent, or designate, may earmark administrative services as “specialized teaching assignments.”

8. Upon application of these criteria and the recommendation of termination of a continuous contract of employment, the Superintendent, or designate, shall inform the teacher, in writing of:
 - 8.1. The recommendation to terminate the contract of employment.
 - 8.2. The date, time and location of the meeting at which the Superintendent, or designate, shall consider the recommendation.
 - 8.3. The teacher’s right to attend the meeting and make representation to the Superintendent.
 - 8.4. The teacher’s right to seek legal counsel.
9. Contract terminations shall subsequently be carried out with due regard to the requirements of the *Education Act*.