

ARTICLE 13

Vacancies, Reappointments, Assignments, Reassignments, Summer School Vacancies, Promotions, and Transfers

- A. **Vacancies:** The Superintendent shall post in all school offices and faculty rooms, notice of all vacancies, which shall include a description of the job, the date the vacancy will occur, the length of the calendar work year, the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a permanent employee is sought to fill a permanent position. Such posting shall be made and shall remain posted for at least seven (7) working days before the vacancy is to be permanently filled.
- B. **Reappointments:** Employees shall be notified of their reappointment status at least 30 calendar days prior to the end of the school year. Reappointment notification shall include:
1. Job classification
 2. Work calendar
 3. Work hours
 4. Location
 5. School year
- C. **Assignments:** Assignments within the building shall be made by the principal or his/her administrative designee. Employees may discuss their preference for assignment with the principal. The principal or his/her administrative designee shall have the responsibility of directing and supervising the work of all employees. Absent any unforeseen circumstances, administration will strive to apprise employees of their assignment at least two (2) weeks prior to the start of the upcoming calendar school year. The duties and responsibilities of employees (including probationary employees) shall be those enumerated in approved job descriptions and/or School Board Policy, or in accordance with Federal guidelines, where applicable, unless amended by this Agreement. A complete list of all applicable job descriptions will be furnished to the BTU-ESP and thereafter all new job descriptions upon final submission to the Board and upon the final approval by the Board within thirty (30) days.

The district shall seek volunteers for the inclusion program. If no education support professional volunteers, the administration shall assign the education support professional having the least amount of seniority to this program for the duration of the school year.

- D. **Reassignments:**

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1. Reassignment is defined as a change in work location within the school. Employees who desire to be reassigned shall file a written statement with his/her school principal. Voluntary requests for reassignment shall receive first consideration to the extent that vacancies exist within the building/location. Involuntary reassignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner, not arbitrary nor capricious.
2. Employees requesting reassignment shall be notified in writing of the administration's action on such request as soon as action is taken.
3. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for a transfer.
4. An employee shall not be solely reassigned or reclassified during the term of this Agreement on the basis of the amount of salary of the employee.

E. **Summer School/Super Session Vacancies:** Education support professional summer school and year round school "super session" positions shall be filled according to the following procedure:

1. Bargaining unit members working at schools or centers which are designated by the Board as summer schools or year round schools, shall have the first opportunity to fill the summer school or super session vacancies at their center. Applicants will complete the "Summer Term/Super Session Employment Preference Form" (Appendix H) and return it to the school principal no later than seven (7) days prior to the last student day of the school year/track. If there are more applicants than positions, employment shall be based on the highest seniority in the bargaining unit of each applicant at the center, excluding employees working in the bilingual program who are fluent in a second language or employees working the exceptional educational programs who have participated in inservice or equivalent training in the area, or closely related area of exceptionality (i.e. speech, language, autism, behavior, Child Development Association (CDA), medical and/or augmentative communication training. Employees may elect to work six (6) weeks or three (3) weeks as indicated on the Summer Term/Super Session Employment Preference Form. (Super Session 2 week duration)

2. If there are additional vacancies after subsection 1., above, is complete, those vacancies shall be filled by education support professionals who have indicated through their school principal then submitted to the Talent Acquisition & Operations (Non-Instructional) Department that they desire summer school or super session employment. Those education support professionals having the highest seniority shall be hired first.

F. **Promotions:** The advancement of an employee to a higher job classification (i.e. Certified Classroom Assistant to a Certified Teacher Assistant or higher position).

1. If more education support professionals apply than there are positions, attendance and reliability and seniority in the district, shall be the criteria considered by the principal in awarding the promotion.
2. An employee who receives an “Unsatisfactory” on their overall annual performance evaluation shall be ineligible for a promotion.
3. If an administrator, at his/her sole discretion, wants to promote a permanent education support professional unit employee of his/her staff to a position in the bargaining unit at the same work location, providing the employee is qualified for the position, there will be no need to advertise that position district-wide. However, the position will be posted within the school.
4. When the employee receives a promotion under the provisions of this Article, s/he will serve a maximum evaluation period not to exceed twenty (20) work days, and shall be paid at the rate of pay of the position formerly held by the promoted employee. At the completion of the evaluation period, should the employee's performance be deemed unacceptable, the employee shall return to his/her former position and pay rate at the work site. If the employee's performance is satisfactory in the position to which promoted during the evaluation period, and he/she remains in that position, the pay will be at the rate of the promotional position, retroactive to the initial date of the promotion. The supervisor may recommend a waiver of the evaluation period or a reduction in the evaluation period. Such written recommendation shall be sent to the Director of Talent Acquisition & Operations (Non-Instructional) who has the authority to approve or disapprove the recommendation.

G. **Transfers:**

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1. **Hardship Transfers:** An eligible employee may submit a Request for Transfer Form and supporting documentation for a hardship transfer to the Talent Acquisition & Operations (Non-Instructional) Department. Any employee who has received an “Unsatisfactory” on their overall annual performance evaluation shall be ineligible for a transfer. For this section, a “hardship” shall be a situation when an education support professional has completed a year of service with the district and:
 - a. Travels 20 miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or
 - b. Has a serious medical and/or personal problem which can be substantiated by a Board selected physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.
 - c. Employees may request only one hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix M, may be submitted at any time during the fiscal year.
 - d. Hardship transfer applications shall expire at the conclusion of the fiscal year in which it was submitted.
 - e. An employee who meets the hardship definition will be placed in a vacant position.
2. **Involuntary Transfers:** An involuntary transfer may be made when, in the judgment of the Superintendent/Designee, such a transfer is necessary for the good of the Board. When possible, the employee shall be given advance notice regarding such transfer. Involuntary transfers are not a demotion and no transfer under this provision shall result in a reduction in salary or other benefits provided in this agreement. Every reasonable effort shall be made to place the employee in their area (i.e. North, Central, South, etc.). When selecting an employee for an involuntary transfer, consideration will be given to the impact of the loss of additional positions (i.e. Stewards) held by the employee at the time of the transfer.