

**ARTICLE THIRTEEN  
ASSIGNMENT, TRANSFER, AND PROMOTION**

- A. **Announcement of Vacancies:** The following procedures shall apply for the selection of candidates for positions in the bargaining unit through transfers, promotions and new employment.
1. A vacancy shall be deemed to have occurred when a full-time employee is sought to fill a full-time position.
  2. The announcement of vacancies will state job-related qualifications for the positions, including certification, education, other experiential requirements, supervisory responsibilities, whether the position is covered by a collective bargaining agreement and whether the position is exempt from FLSA regulations. These announcements will specify the application procedures and shall be posted at least seven (7) days before the application deadline. These announcements will be distributed to all work locations within Broward County Public Schools.
  3. No positions will be filled prior to the end of the posting period.
- B. **Task Assignments:** ~~See details in Article 11D. Upon Board approval, an employee may be placed either in another classification on an “acting” or “interim” basis, pending the appropriate appointment of an employee, or as a temporary assignment to a task of specific length. Such task assignments shall not extend beyond one hundred eighty (180) days without reauthorization by the Board. Such employees will receive appropriate orientation and training as determined necessary by the concerned department/program. If an employee is unable to perform satisfactorily in the new classification, he/she may be returned to his/her previous position but his/her performance in the temporary assignment shall not be reflected in his/her evaluation. During the task assignment, the employee shall not be placed at a step on the pay grade of the position assigned less than one which provides a 5% increase in salary over their regular position for a one (1) pay grade increase and not less than 3% for each additional pay grade increase. At the termination of the temporary assignment, the employee shall revert to his/her former status, unless appointed or assigned as a permanent employee in that position. Employees who are temporarily assigned to work in a lower classification shall continue to be paid at the rate for their regular position.~~

~~Employees shall not be reassigned as disciplinary action or to demean the employee. If a task assignment to temporarily fill a vacant position would disqualify an employee from being considered for that position, the employee has the right to refuse the assignment.~~

C. **Lateral Transfers:** Vacancies may be filled by the lateral transfer of a unit member providing that:

1. The transfer is requested by the employee or deemed by the Superintendent to be in the best interest of the school system.
2. The employee's position is of the same pay grade as the vacancy.
3. The employee meets the qualifications of the vacant position.
4. If qualifications and skill are substantially equivalent, the employee with the greatest seniority shall be assigned to the position.
5. Upon approval by the Superintendent, employees may be allowed to make a lateral transfer into a higher level of a position that involves job progression even though the position was posted at the lowest level of job progression (i.e. Accountant III to a Budget Analyst III).

D. **Direct Appointment:** Upon the recommendations of the Superintendent, with the approval of the School Board, a vacancy may be filled by a direct appointment of an individual who has demonstrated the specific qualifications and background applicable to the position. Direct appointments may be made when necessary as the result of reorganization, in case of an emergency, as a reassignment of personnel within areas, or when the Interview Committee advises that it cannot make an appropriate selection.

E. **Reassignment of Personnel:** The Superintendent may recommend to the School Board staff reassignments for the most effective deployment of personnel. Changes in work locations will not be made in an arbitrary or capricious manner.

F. **Formal Selection Procedures:**

1. When a position is posted and the position is not filled through one of the above procedures, there shall be an initial screening of applicants to determine those applicants whose combination of training and experience most closely match the published

qualification for the position and who will be included in the procedures of the Interview Committee. The screening process shall include two (2) qualified individuals from the department who is hiring to lend their expertise to help prevent a qualified candidate from being overlooked in the initial screening process. Talent Acquisition & Operations (Non-Instructional) will be responsible for verifying the educational background of candidates. Preference shall be given to current employees in the screening process.

2. Upon completion of appropriate reference and clearance checks, the candidate selected by the Superintendent, or designee, shall be recommended to the Board for approval. Once a candidate has been selected for and has accepted a position, those candidates not selected shall be notified that another candidate will be recommended for employment. Employment of the successful candidate shall not be final until approved by the Board. The resulting salary for a current employee chosen for promotion shall follow the provisions of Article 11, Section F. The Board will make every effort to be consistent when assigning salaries to newly hired employees.
3. The parties agree to refer the issue of the interview and selection process for filling vacancies to a labor/management committee. The committee shall be charged with identifying problems and making recommendations to the Superintendent and BTU-TSP President for improvements.

The parties agree that:

- a. The district shall review with BTU-TSP current procedures and methods to monitor adherence to them.
- b. BTU-TSP shall have access to information on the results of past and current selection procedures.

**G. Hardship Transfers**

For purposes of this section, a “hardship” shall apply to an employee who has completed one year of continuous service with the District. “Hardship” shall be defined as:

1. Employee traveling 20 miles or more one-way by the most direct route from their residence to the assigned work location. The employee shall provide confirmation of eligibility, along with the

application, using any nationally recognized navigation/route finder such as, but not limited to, American Automobile Association (AAA); Mapquest.com or other such nationally recognized Internet-based program.

OR

Has a serious medical condition which can be substantiated by a Board selected physician or acceptable written explanations as determined by Superintendent and/or designee.

2. An employee who meets the “hardship” definition will be guaranteed an interview for a Board-determined vacancy, in the same job description, at any of the work locations that the employee has selected. An employee with a “hardship” transfer shall be given preference during all phases of the interview process. Specifically, employees requesting a “hardship” transfer shall be awarded two (2) additional points to their overall final interview score.
3. Employees may request only one hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix F G, may be submitted at any time during the fiscal year.
4. Hardship transfer applications shall expire at the conclusion of the fiscal year in which the application was submitted.
5. An applicant with documented attendance and/or performance deficiencies within a twelve (12) month period of the application shall be ineligible for a hardship transfer to an existing vacant position.

#### H. **Veteran’s Preferences**

Any preferences set forth in this Article do not supercede any Veteran’s preferences required by Florida Statutes 295.07 and 295.08.