

ARTICLE 14
Reduction in Force

In the event the Board determines that a number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious, (2) shall not deprive employees of other rights conferred by this Agreement or laws of Florida and the United States, and (3) shall be capable of uniform application. The District reserves the right to conduct a reduction in force (layoff) at any time in accordance with the provisions of this Article and Article II. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:

A. Notification:

1. If a reduction of employees becomes necessary, written notification of the reduction shall be given to the BTU-ESP no later than ten (10) calendar days before the action is to become effective. The notification shall include the following information:
 - a. The reasons for the layoff.
 - b. The number of positions affected.
 - c. The names of employees to be laid off by site.
2. If reduction of employees becomes necessary, written notification of the reduction shall be given to the affected employee no later than ten (10) calendar days before the action is to become effective.
3. Upon receipt of notification of layoff, employee(s) may send to the Talent Acquisition & Operations (Non-Instructional) Department an updated statement of qualifications. In addition, employees are responsible for verification that their address and email address are correct in the District's Employee Self-Service (ESS) system.

B. Order of Reduction:

1. When layoffs occur, a qualified employee at the work location having the longest unit seniority within each bargaining unit classification (Classroom Assistant, Certified Classroom Assistant, Teacher Assistant, Certified Teacher Assistant) and those individual categories listed on the Program Assistant Pay Schedule) affected, shall be laid off last. "Qualified" shall apply to those employed working in the bilingual program who are fluent in a second language or employees working in exceptional educational

programs who have participated in inservice or equivalent training in the area (i.e. speech, language, autism, behavior, Child Development Association (CDA), medical and/or augmentative communication training.

2. Whenever possible, stewards shall be given super seniority exemption from layoff. By March 1st, the BTU-ESP will provide the Superintendent with a list of official stewards. Should the stewards vacate their position for any reason, the BTU-ESP shall notify the Superintendent and provide a replacement name.

C. **Recall Procedure:** Permanent employees who have been laid off shall have the right of recall within their classification in the order of bargaining unit seniority when unit vacancies occur, provided the employee is qualified to perform the work. An employee who declines an offered vacancy that requires toileting responsibilities associated with a specific individual shall not have that offer count towards removal from the layoff list.

1. As vacancies occur, the District shall email and send via Certified U.S. mail to employees on the layoff recall list a notice of vacancies for which the employee is qualified.
2. The notice listing the vacancies shall include the total days in the annual employment calendar. Said vacancies will be mailed to the employee's address on record. It is the responsibility of the employee to update the District's Employee Self-Service (ESS) system with an accurate address and email address. If the employee cannot be located at the address given and/or the letter is returned to the District by the U.S. Postal Service, the employee shall be removed from the recall list, and the individual will be no longer employed by the District.
3. If the employee fails to respond within three (3) business days of receipt of the recall notification, the employee shall be deemed to have refused the vacancies offered.
4. The right of recall shall not exceed eighteen (18) months for Program Assistants and one (1) year from the date of layoff for all other classifications. The employee shall rank vacancies in order of preference. However, an employee who fails to accept at least one (1) of three (3) vacancies offered for which they are qualified shall be removed from the layoff list and no longer employed by the District. An employee, who is offered the position and subsequently declines the position, shall be removed from the layoff list and no longer employed by the District.

5. An education support professional who has been placed on a recall list shall have the option to return to the immediate past place of employment under the following conditions:
 - a. The vacancy at the previous work location must occur prior to the Full Time Equivalent (FTE) count in February.
 - b. The vacancy(ies) shall be filled by the most senior of the previous laid off employee(s) when said employee(s) is equally qualified as other applicants.
 - c. The previous employee must respond to the vacancy notice within three (3) business days of receipt of the notification.

D. General Provision:

1. Any employee retained or recalled must be qualified to perform the job. Qualified shall apply to those employed 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 or prior experience in exceptional education programs.
2. No new appointments may be made while there are qualified laid-off employees available to fill the vacancies, except that vacancies may be filled immediately on a temporary or emergency basis until procedures in this Article can be implemented. An employee on the layoff list may accept temporary employment without forfeiting his/her place on this list.
3. An employee who accepts a permanent part-time or permanent full-time position shall be removed from the layoff list.
4. A Teacher Assistant or an employee from the Program Assistant job classifications who had previously held a position as a Classroom Assistant/Teacher Assistant who is laid off shall inform the Talent Acquisition & Operations (Non-Instructional) Department as to whether he/she is interested in being recalled to a Classroom Assistant position. Said notification shall be made not later than the last day of the school year, at which time the employee shall be placed on the Classroom Assistant recall list in order of unit seniority. Should an employee be laid off prior to the end of the school year said employee shall immediately notify the Talent Acquisition & Operations (Non-Instructional) Department of his/her election to be recalled to a Classroom Assistant position. The employee shall be eligible for recall in only one job classification. A teacher assistant shall be removed from the Classroom Assistant recall list pursuant to recall procedure C(4).

5. Employees on layoff pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premiums for such insurance program shall be paid by the employee on a monthly basis in advance of the month due.
6. Any employee who would have qualified for retirement during the reduction shall be allowed to complete that year so as to acquire needed service.
7. At the principal's sole discretion, a probationary employee may be placed on the layoff list at that location when a Reduction in Force occurs. The failure of a probationary employee to be placed on the layoff list during a reduction in force shall not be grievable. If said employee obtains a placement through the provisions contained herein, the employee's probation shall continue as prescribed in Article 1, Section B(6).