

## BOARD PROPOSAL #1

### ARTICLE VII - WORKING CONDITIONS

October 24, 2019

#### SECTION E - Transfers and Reassignments

1. All job advertisements/vacancy notices shall be available on the District's website.
2. Teachers who desire a change in grade or subject assignment or who desire to transfer to another building or position shall file a written statement of such desire on the appropriate form. One (1) copy of the form shall be filed with the District Office and one (1) copy may be filed with the Union if the teacher so desires. Such request shall be reviewed by the principals at least once each year and will remain valid for a period of twelve (12) months following date of application.
3. Teachers who desire to transfer to a specific position(s) in another school(s) shall make their interest known to the principal within the advertised period.
4. No assignment of teachers to a specific position in the school district shall be made until all pending requests for reassignment or transfer to that position have been given due consideration. In accordance with Florida Statute 1012.33(5), The District may not prioritize the retention of employees based upon seniority. District seniority shall be given due consideration in assignments for voluntary transfers.
5. Teachers who have requested transfers or reassignments shall be notified in writing of the administration's action on said transfer or reassignment as soon as possible.

#### SECTION F - Involuntary Transfers

1. Staff Reduction
  - a) - b) SAME
  - c) In accordance with Florida Statute 1012.33(5), Involuntary transfers as described in paragraph "a" shall be based upon educational program needs and the performance evaluations of employees within the affected areas of assignment seniority in Pasco County. Within the areas of assignment requiring reduction, the employee with the lowest summative evaluation score shall be the first to be involuntarily transferred; the employee with the next lowest summative evaluation score shall be the next to be involuntarily transferred; and involuntary transfers shall continue in a like manner until the needed number of reductions has occurred. The District may not prioritize the retention of employees based upon seniority. The teacher with the least amount of seniority among those assigned to the school in which the reduction occurs, within the area of assignment affected, shall be first transferred. In grades Pre-K (K)-5 "area of assignment" shall mean Pre-K and K, or elementary grades 1-5. The District and Union agree to meet at the beginning of each school year to review, if necessary, the areas of assignment used when the involuntary transfer process is initiated.
  - d) Teachers transferred under this provision shall not be again subject to involuntary transfer during the same school year in which the transfer occurs.
  - e) Should a position become available at the same school from which a teacher was involuntarily transferred due to a staff reduction, the teacher shall have the opportunity to return to such school, subject to all of the following conditions:
    - 1) The same or similar position needs to be filled no later than the end of the school year following the school year of the transfer.
    - 2) The position is in the same area of assignment from which the teacher was transferred.
    - 3) The teacher is certified for the position.
    - 4) The teacher is qualified for the position in the judgment of the Superintendent.
    - 5) In cases in which more than one teacher has been involuntarily transferred from the same area of assignment, at the same school, and meet the above conditions, the teacher with the highest summative evaluation score most seniority shall first be given the option to return. When two or more teachers possess the same summative evaluation score
  - f) ~~Should it become necessary to reduce the number of staff members at an alternative school for disruptive students the school principal after receiving the recommendations relative to the program needs from the staff, will determine the teacher(s) to be transferred. Teachers selected for involuntary transfers shall be given notice of the involuntary transfers and the reason therefore in writing.~~

fg) The procedures described in paragraphs "a" through "e" are not intended to apply to individual involuntary transfers related to performance or other problems.

2. - 5. SAME

**SECTION G - Reduction in Force**

1. Should it become necessary to reduce the number of teachers in the District, the Board shall notify the union that such a reduction in force is required. ~~Annual contract teachers shall be reduced first as determined by the Superintendent unless special certification for a specific assignment is needed. In accordance with Florida Statute 1012.33(5), if a workforce reduction is needed, the District must retain employees within the school district based upon educational program needs and the summative evaluation scores of employees with the affected areas of assignment. Within the areas of assignment requiring reduction, the employee with the lowest summative evaluation score shall be the first to be reduced; the employee with the next lowest summative evaluation score shall be the next to be reduced; and reductions shall continue in a like manner until the needed number of reductions has occurred. The District may not prioritize the retention of employees based upon seniority.~~
2. ~~If continuing contract or professional service contract teachers are to be affected by a reduction in force, certification and seniority within the district shall be the controlling factors. Seniority for purpose of reduction in force as it affects continuing contract or professional service contract teachers shall be based on seniority going from the least senior to the most senior.~~
- 2.3. The Board shall maintain a list of teachers affected by a reduction in force and who have a most recent summative evaluation rating of "effective" or higher for a two (2) year period and will exhaust this list within the limits of certification before hiring new teachers for a two (2) year period. The Board will provide the Union with a copy of this list and regular updates. It shall be the duty of a teacher to ensure that the Board has current information regarding place of residence and telephone number. The Board shall rehire from the PSC and CC list based upon certification and the teachers' most recent summative evaluation scores seniority. Seniority being from the longest years of continuous service in the district to that of the least years of continuous service in the district.
- 3.4. Teachers shall be notified via telephone when a position has become available for which the teacher is qualified in the judgment of the Superintendent. The District shall attempt to contact the teacher at least three (3) times per day over a three (3) day period. A busy signal shall not count as an attempt to reach the teacher. In the event a teacher cannot be reached after these attempts, he/she shall be placed at the bottom of the list and notified of this action by certified mail. In the event a teacher cannot be reached after following this procedure a second time, the Board shall be released from any future rehire obligations.
- 4.5. Once a teacher is offered a position, he/she shall have forty-eight (48) hours to accept the position. Should a teacher fail to respond within this timeframe or decline the position offered, the Board shall be released from any further rehire obligations.
- 5.6. Upon return to employment, the teacher shall be placed on the salary schedule and appropriate contract as if he/she were on an unpaid leave of absence.
- 6.7. Any teacher whose position is lost as a result of a reduction in force may apply for unemployment compensation benefits. The district shall not contest a teacher's application for such benefits. However, once a teacher has been offered a teaching position with the district, the district will notify the appropriate agency that the teacher has been offered employment.

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For the Board

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Date

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For the Union

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Date