

ARTICLE VIII. EMPLOYMENT STATUS

8.1 Vacancies:

Whenever a vacancy occurs, the job as well as the job description, shall be posted within five (5) working days. When a hiring freeze goes into effect and when it is lifted, the Association will be notified in writing.

1. Vacancies shall be posted on the bulletin board within the department, division or school where the vacancy occurs for three (3) days and may be filled by employees represented by this contract.
2. Vacancies shall then be posted countywide for five (5) workdays but restricted to current District employees.
3. On the sixth workday following the countywide posting, positions are then able to be filled outside District employees.

First consideration will be given to employees within the department/division or school. If the employer determines that employees have equal skills and abilities to meet the job qualifications, the employee with the most seniority will be given the position. If requested, an employee shall be given an explanation why he or she did not receive the position. Temporary positions that become permanent and full-time, positions must be advertised.

8.2 Promotions:

The term "promotion" as used in this provision, means the advancement of an employee to a higher paying position within the bargaining unit.

Promoted and transferring employees shall be considered probationary in the job opening for which they successfully bid for a period of ninety (90) calendar days. If the promoted employee's job performance is found to be unsatisfactory during this probationary period, he/she will be returned to his/her former job or to a comparable paying job as soon as possible, or on lay-off until another comparable job becomes available.

8.3 Upgrades:

The following criteria shall be used to recommend upgrades of employees who are assigned to the District Office and are covered under the Educational Support Personnel Collective Bargaining Agreement.

1. The Director/Supervisor shall request a position upgrade by submitting the request in writing to his/her Assistant Superintendent along with the current job description and a list of duties; the job description for the proposed upgrade as listed in [Appendix A - CLASSIFICATIONS](#) and list of duties; and justification for the upgrade.

The Assistant Superintendent's disposition shall be forwarded to the Director of Labor and Employee Relations and copied to the Association.

2. The Director of Labor and Employee Relations will schedule a meeting of the Educational Support Personnel Salary Upgrade Committee within twenty (20) workdays of the request. The Committee will include the following:
 - a) Director of Labor and Employee Relations
 - b) Assistant Superintendent/Designee for the Division making the request.
 - c) Director/Supervisor/Designee making the request.
 - d) PEA Representative

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- e) Two (2) members of the Educational Support Personnel Bargaining Team.
- f) Labor and Employee Relations Assistant/Designee to record action taken.

Within fifteen (15) workdays of the meeting of the upgrade committee, the Director of Labor and Employee Relations must submit the committee's recommendation and if he chooses, the Director of Labor and Employee Relations may also submit his own recommendation, to the Superintendent. The Superintendent selects which recommendation is to be placed on the next available School Board agenda. Recommendations made to the Board must also be copied to the Association.

If a recommendation is rejected, the initiating supervisor may resubmit the request one additional time with the next twelve (12) months. The complete review process outlined here should again apply.

8.4 Abandonment of Position:

When an employee fails to obtain prior approval for absence from work or fails to notify his/her immediate supervisor of his/her need to be absent and is absent for three (3) consecutive workdays, the employee shall be considered to have abandoned his/her position and resigned as an employee of the Board. Special consideration will be given in case of emergencies.

8.5 Educational Incentive:

Employees may improve their job skills by taking related coursework at a college, university, or vocational center. Employees taking courses under this provision would use acquired training in their current position with the Polk County School Board. Employees shall be reimbursed for the cost of tuition, books and required materials according to the following guidelines.

- a) Are full-time employees covered by this collective bargaining agreement?
- b) Obtain written approval by the Director of Labor and Employee Relations prior to the start of classes.
- c) Receive a grade of "C" or better in coursework or satisfactory completion for non-graded coursework.
- d) Provide receipts for reimbursement.
- e) Provide proof of successful completion.
- f) Coursework that is repeated (ex. to raise the grade or GPA) will not be reimbursed a second time.
- g) Upon completion of a program or cessation of coursework, the employee agrees to remain an employee with the Polk County School Board. (1-24 credit hours = one-half contract year), (25-48 credit hours = one contract year, (49-72 credit hours = one and one-half contract years), (73-96 credit hours = two contract years), (97-120 credit hours = two and one-half contract years), (121-144 credit hours = three contract years).
- h) The employee shall not receive time reimbursement credit during any semester the employee is receiving the tuition/book subsidy established in this article.
- i) The employee shall sign a promissory note agreeing to the above stated time reimbursement. Time reimbursement shall not exceed a maximum of three (3) years.
- j) If the employee's position terminates, he/she owes no further obligation to the District.

8.6 Assignments: For any potential changes to assignments during the school year, principals/supervisors will first seek volunteers. Employees shall not have a change in

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assignment for which they are not qualified or that includes duties outside of their current job description or paygrade without written notice and conference with the employee. The building principal/supervisor must provide, in writing, reasons for why the change in assignment is necessary to the functionality of the school or program. If the employee disagrees with the written reasons provided by the principal/supervisor, they must appeal within one (1) workday. Upon appeal and to avoid disruptions to student learning and program, the employee will not be reassigned until the regional superintendent can review the reassignment and make a determination of necessity. The determination of necessity must occur within five (5) workdays.