

**ARTICLE EIGHTEEN
DUE PROCESS/PERSONNEL FILES/EMPLOYEE EVALUATION**

A. UNION REPRESENTATION:

1. **Written Notification of Reasons for Conference:** An employee shall be given three (3) work days notice of a scheduled conference with the principal or any other supervising administrator (designee) for the purpose of taking disciplinary action and a written statement of the reason(s) for the conference except in cases deemed to be an emergency. For example, if the principal schedules the conference for a Wednesday, the employee must be notified on a Monday.

2. **Notice to the Employee by the Administrator:** Any employee summoned to the office of a principal or any other supervising administrator (designee) for a conference for the purpose of taking disciplinary action or issuing a reprimand (this excludes informal warnings, criticisms, or suggestions for improvement) shall have the right to request BTU representation and shall be informed of this right. **When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the BTU is present.** It is the employee's responsibility to have a BTU representative present within three (3) working days of such request.

3. **During the Meeting:** If during the course of a meeting that was not called for the purpose of issuing a reprimand, the necessity develops for issuing one, the principal shall notify the employee at that time that he/she is entitled to BTU representation. **When BTU representation is requested and the employee is to be represented by the union, no action shall be taken with respect to the employee until such representative of the BTU is present.** It is the employee's responsibility to have a representative present within three (3) working days of said request.

B. EMPLOYEE RIGHTS:

Evaluation data is used to develop ratings which are recorded within the evaluation instrument. The evaluations become part of the employee's personnel file.

Data is used in decision-making for personnel selection, training, promotion, placement, and other matters consistent with School Board policy. The following procedures apply to special situations:

1. **Discipline and Renewal:**
 - a. Progressive Discipline: Any discipline of an employee shall be for just cause. The parties agree that the concept of just cause embodies the principles of progressive discipline appropriate under the circumstances. Disciplinary procedures may include but are not limited to: verbal/written reprimand, suspension, demotion and termination. The decision of the ~~district~~ District not to renew teachers with less than three (3) years of experience in Broward County shall not be subject to this section. A summary memo shall not be considered discipline.
 - b. Probationary Period: It is the intent of the parties to assure that an environment exists that encourages the success of employees on an initial probationary contract. Prior to making a recommendation for termination of an employee during an initial probationary period, the Chief School Performance & Accountability Officer shall review the recommendation and shall have the option of offering the employee a transfer to another location, which may offer the employee a greater chance for success. The decision of the Chief School Performance & Accountability Officer shall be final and binding, and the decision shall not be subject to the grievance procedure in Article 34 Thirty-Four. Nothing in this subsection shall be deemed to waive the rights of an employee under local, state or federal law. A probationary teacher who completes the probationary period but is not renewed and is subsequently rehired or reinstated by the first day students report for school of the following school year, shall not be subject to any additional probationary period.
2. **Complaints on Employees:** No action against an employee shall be taken on the basis of a complaint by a parent or student or other individual nor any notice of such action or complaint shall be included in the employee's personnel file, unless the matter is first reported to the employee in writing and the employee has had the opportunity to discuss the matter with his/her principal.
3. **Investigation of an Employee:** No investigation of an employee, beyond preliminary inquiry, by the Special Investigative Unit may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation. Any information relied upon by SIU to take or recommend disciplinary action against an employee shall be provided to the employee and/or the BTU upon request.
4. **Recommendation for Dismissal:** If an educator is placed on a

Performance Development Plan (PDP), any recommendation for dismissal of an employee because of ineffective performance, as specified on the educator's PDP, shall not be made prior to the conclusion of a time period as set forth in the PDP for the purpose of correcting such deficiency or deficiencies.

5. **Conferences:** Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion, or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this contract.
6. **Refusal To Sign Documents:** An employees employee's refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this ~~article~~ Article, shall not constitute any grounds for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its content.

C. **REEMPLOYMENT OF ANNUAL CONTRACT EMPLOYEES:**

1. **Notice:** All annual contract employees whose contracts are not being renewed shall receive written notice of same no later than one month prior to the last workday of the regular school year. Any such employee not given such notice two weeks prior to the last workday of the regular school year shall be reemployed for the following school year.
2. **Reemployment:** Annual contract teachers who receive an evaluation rating of Effective or Highly Effective based on the portion of the evaluation available at the time of contract renewal shall be provided an instructional position provided that a funded position for which they are certified exists at the school/department where they are currently employed. An annual contract teacher rated Highly Effective on the portion of the evaluation available at the time of contract renewal shall have the contract renewed for the following year provided a funded vacant position equivalent to their current assignment exists in the District. An opportunity for interviews to continue employment within the District (i.e. job fair) shall be provided for the rest of the Effective and Highly Effective employees within two (2) weeks after the close of the school year.
3. **Involuntary Transfer:** It may be necessary to surplus an annual contract teacher who has been renewed under the provisions of this section to another school. The following procedures shall be utilized:

- a. Surplussing shall occur in accordance with Article Twenty-Five, Section D of this ~~agreement~~ Agreement, Involuntary Transfers.
- b. The Division of Human Resources & Equity shall be responsible for placing employees who meet the provisions of this section.
- c. If an instructional position is not available for which the affected employee is certified by the commencement of the subsequent school year, the Division of Human Resources & Equity shall place the affected employee on a waiting list until a position for which the teacher is certified becomes available. The employee shall not be on the ~~district~~ District's payroll until a job becomes vacant.
- d. If an annual contract teacher refuses a job offer, the Board is relieved of its obligation to employ said person.
- e. If a position for which the affected person is certified is not available, the Board is not obligated to offer the affected teacher an alternative/dropout prevention position unless the Superintendent and affected employee agree to do so.
- f. The placement of a surplusd continuing contract professional services contract employee shall always receive preference over the placement of a surplusd annual contract teacher.
- g. **Assistance:** Consistent with this system, every effort shall be made by the ~~district~~ District, through assessment and consultation, to assist annual contract employees to attain the desired level of competence that will result in a recommendation for continued employment.

D. PERSONNEL FILE - ACCESS AND SECURITY

1. **Number of Files:** There shall be no more than two (2) personnel files (the official file and the site file) maintained for each employee. The official file will be maintained at the ~~District Employment Center Human Resources Support Services Department~~. ~~In the event two (2) such files are maintained, one (1)~~ The site file shall be kept in the principal's or director's office at the school or other ~~location~~ site where the employee is then employed. Each document placed into ~~the employee's either file maintained in the principal's or director's office shall be duplicated and the original transmitted to the district Employment Center for inclusion within the employee's file~~

~~maintained at the district Employment Centers shall be in accordance with Florida Statutes, Section 1012.31. When the employee transfers to another school or site within the district, the file will be transferred with the employee. When the employee leaves the district, the file maintained in the principal's or director's office may remain there for up to three (3) years or be destroyed if the principal leaves the school within the three (3) year period.~~

2. **Entries Log:** Each personnel file shall contain a form titled "Log of Entries" to include all of the following information regarding

certificates, commendations, assessment documents, ~~disciplinary matters~~ corrective actions and complaints placed in the files: (1) a brief description of the time; (2) the date shown on the item; (3) the date the item was first placed in the file; and (4) the identification of the source of the item.

3. **Anonymous Items:** No item from any anonymous source may be placed in the personnel file. ~~Any item(s) detrimental to an employee's employment status and which are without substance, no longer pertinent, or otherwise inappropriate may be removed from the employee's personnel file upon request by the employee to the Superintendent, provided that the Superintendent's refusal to do so may be subject to the grievance procedure.~~

4. **Investigative File:** The file established by the ~~district~~ District as a result of any investigation of an employee is not one of the two personnel files listed above. Access to a file dealing with an investigation shall be in accordance with the provisions of Florida Statutes, Section 1012.31. If the preliminary investigation is concluded with the finding that there is not probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint ~~then the district will ask the Department of State, Division of Library and Information Services, for permission to destroy the investigation file.~~

5. **Notification To Employee:** Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statutes, Section 1012.31(2)(c). In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of Article Thirty-Four of this contract. The employee shall have the right to respond to any item(s) to be placed in his/ her personnel file and to have the response attached to such item. The

employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents.

6. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of BTU may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of the employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the administrator responsible for the safekeeping of such file. An employee's personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statutes, Section 1012.31.

7. **Prohibited Materials and Remedy:** Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. An employee has the right to answer in writing any materials in a personnel file, and the answers shall be attached to the file copy. An employee has the right to request that the Superintendent or the Superintendent's designee make an informal inquiry regarding material in the employee's personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his or her findings.