

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:

Assessment data is used to develop ratings which are recorded on the assessment form. The forms 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 not to renew teachers with less than three (3) years of experience in Broward County shall not be subject to this section.
- 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 annual contract. Prior to making a recommendation for termination of an employee during an initial probationary period, the Area Superintendent 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 Area Superintendent shall be final and binding, and the decision shall not be subject to the grievance procedure in Article 34. Nothing in this subsection shall be deemed to waive the rights of an employee under local, state or federal law.

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:** Any recommendation for dismissal of an employee because of incompetent performance, as specified on the employee's assessment form, shall not be made

prior to the conclusion of a time period as set forth in the assessment form 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 refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this 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 ~~FIRST AND SECOND YEAR 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 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, Involuntary Transfers.
- b. The Division of Human Resources 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 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'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 surplussed continuing contract professional services contract employee shall always receive preference over the placement of a surplussed annual contract teacher.
- g. **Assistance:** Consistent with this system, every effort shall be made by the 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.

E. **PERSONNEL FILE - ACCESS AND SECURITY**

1. **Number of Files:** There shall be no more than two (2) personnel files maintained for each employee. The official file will be maintained at the district personnel office. In the event two (2) such files are maintained, one (1) shall be kept in the principal's or director's office at the school or other location where the employee is then employed. Each document placed into the employee's file maintained in the principal's or director's office shall be duplicated

and the original transmitted to the district Personnel Office for inclusion within the employee's file maintained at the district Personnel Office. When the employee transfers to another school 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 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 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 Statute 1012.31. If the preliminary investigation is concluded with the finding that there is not probably cause to proceed further and with no disciplinary action taken or charges filed, 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 Statute 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 Statute 1012.31.

F. **INSTRUCTIONAL PERSONNEL ASSESSMENT SYSTEM (IPAS)
Employee Evaluation**

1. **Philosophy, Assumptions, and Guiding Principles**

- a. The School Board of Broward County and the Broward Teachers Union (BTU) believe that to provide the best education possible to students, competent, capable and caring instructional personnel must shape the educational environment in which its students participate. The primary purpose of teacher assessment is the improvement of individual and collective teaching performance resulting in optimal student learning.
- b. The School Board and BTU acknowledge that the assessment process should recognize the professional nature of teaching and supervision. Educational research has not identified a single uni-dimensional construct called "effective teaching." Teachers must pursue a variety of models of effective teaching. It is recognized, moreover, that the educational environment is complex and variable and great weight should be placed on teacher judgment to guide the activities of student learning.
- c. The system must delineate responsibilities to assist individual in improving deficiencies as well as contribute to their professional growth and development. The system must also ensure prompt exchange of performance data between teacher and administrator. The result is an effective

assessment system that provides the basis for a collective school climate focused on student learning.

d. The Instructional Personnel Assessment System was founded on assumptions which relate to the design of an assessment system, teachers as individuals, the assessor, procedures, and instruments.

e. **Assumptions**

1. The major goal of an assessment system is instructional improvement.
2. A sound assessment system focuses on teacher performance.
3. The assessment system links programs to professional development activities.
4. The assessment system recognizes outstanding teaching performance.
5. The result of a sound and progressive assessment system is a climate in which administrators and teachers work to take collective responsibility for student progress.
6. A comprehensive orientation program helps teachers to
 - a) understand the system;
 - b) prepare for the assessment; and
 - c) respond to the results of the assessment.
7. The teacher wants to be a competent professional.
8. Instruction is the primary element in the overall role of the teacher. It is possible to assess differences in teacher performance. The assessor has a commitment to instructional improvement.
9. The process encourages diversity in teaching behavior.
10. The effectiveness of teaching behavior is best assessed in light of learner, school and/or school system characteristics, needs, and organizational structure.
11. The process focuses on patterns of teaching behavior that contribute to effective student learning.
12. Multiple sources of data are used to the development of a complete picture of teacher performance.
13. All teaching can improve with additional support or assistance.
14. The assessment process should impact significantly on personnel decisions.
15. The instrument(s) are understood by all teachers and administrators.

16. The instrument(s) assess the performance of competencies/ skills considered important to effective teaching.

f. **Guiding Principles**

1. The labor-management committee which designed the Instructional Personnel Assessment System developed the following principles to guide the initial implementation and ongoing operation of the system.
 - a. Administrators and teachers should be familiar with specific models of effective instructional strategies.
 - b. Teachers and administrators using this system should be trained.
 - c. The system should promote professional and organizational growth.
 - d. The process should be appropriate for all specialties and assignments.
 - e. The system should be reasonably easy to administer.
 - f. The assessment process must meet legal requirements.
 - g. The system should be based on the principle that performance can improve to higher levels of competency.
 - h. Multi-dimensional approach shall be taken for assessment i.e., not every teacher is intensively assessed annually.
 - i. Administrators, peers, curriculum specialists, and others should be included as a regular integrated part of the assessment process.
 - j. The process should take a supportive, positive approach toward improving performance which acknowledges competence.
 - k. The district must make a financial commitment to make the evaluation system work.

2. **Components and Procedures of the System**

- a. **Responsibilities:** The following persons, groups, departments, and offices are responsible for implementing components of the IPAS.

1. **Principals**

The principal implements IPAS activities at the school level. He or she is responsible for ensuring that each

instructional employee is oriented and that the required assessment is completed. He or she may delegate some data collection activities to another administrator in the school.

2. **Annual Contract Teachers**

Teachers employed on annual contracts participate in the orientation program, review procedures, review criteria, and request assistance related to their performance, as needed.

3. **Teachers on Professional Services or Continuing Contract**

Teachers employed on a continuing contract participate in the orientation program, review procedures, review criteria, and request assistance related to their performance, as needed. In addition, they may participate in professional educator development activities organized for the IPAS.

4. **Division of Human Resources**

The Division of Human Resources develops and distributes an annual schedule of assessment activities. In addition, it receives completed forms, ensures the implementation of the system, and maintains assessment records in personnel files. The Division of Human Resources coordinates the Instructional Personnel Assessment Committee with the Broward Teachers Union. The Division periodically collaborates with the Department of Program Evaluation to evaluate the IPAS.

5. **Office for Professional Standards**

This office makes direct interventions with principals and teachers when performance is determined to be unsatisfactory. In addition, it coordinates the New Educator Support System (NESS).

6. **Human Resource Development Department**

This department coordinates training programs for assessors and teachers.

7. **Broward Teachers Union**

The Union supports the implementation of the IPAS through representation on the Instructional Personnel Assessment Committee.

8. **Instructional Personnel Assessment Committee**

This committee is responsible for monitoring and modifying the IPAS as needed. The committee monitors the implementation of the IPAS. During the 2004-2005 school year, the parties agree to develop necessary procedures to bring the IPAS into compliance with Florida Statutes including but not limited to implementation of the career ladder in 2005. The parties also agree that they will continue to work on a system of peer assistance review, which may or may not be included in the career ladder design.

9. **Superintendent**

The Superintendent shall notify the Department of Education of any instructional personnel who receive two (2) consecutive unsatisfactory annual evaluations and who have been given written notice by the District that their employment is being terminated or is not being renewed or that the School Board intends to terminate, or not renew, their employment.

b. **Employee Orientation**

1. Employee orientation is an essential component of the IPAS. The principal or designee conducts an orientation program at the beginning of each school year. Instructional personnel are advised of the following points:

- a. Assessment criteria
- b. Assessment forms
- c. Assessment procedures and timelines

2. Each new employee is given a copy of the assessment form and the assessment criteria before September 15th or upon employment subsequent to September 15th.

c. **Assessors**

Formal assessment of employees under this system shall be conducted by the appropriate administrators charged with the responsibility.

d. **Training**

1. Training, is conducted for school-based administrators and teachers to ensure the IPAS is implemented on a uniform basis across the District. Nine (9) training programs support the IPAS. The following table provides the name of each program and participation requirements.

TRAINING PROGRAM

	Administrative Interns	Assistant Principals	Principals	Teachers
Florida Performance Measurement System (FPMS)	λ	λ	λ	↔
FPMS Update every other year	λ	λ	λ	↔
FPMS Overview	λ	λ	λ	↔
New Educator Support System	λ	λ	λ	↔
Interaction Management	λ	λ	λ	↔
Clinical Educator Program	↔	↔	↔	↔
Instructional Personnel Assessment System (IPAS)	λ	λ	λ	λ in cycle
IPAS Update	↔	↔	↔	↔
IPAS Orientation	λ	λ	λ	λ
λ-Training is required	↔ - Training is optional			

2. All assessors are required to complete the program entitled:

Instructional Personnel Assessment System
Comprehensive.

Major topics presented during this program are listed below:

- a. The District's philosophy and guiding principles regarding the assessment of instructional personnel.
 - b. The components of the IPAS.
 - c. Understanding and interpreting assessment criteria.
 - d. Completing assessment forms.
 - e. Using rating scales.
 - f. Preparing written documentation.
 - g. Orientation requirements and methods.
 - h. Professional educator development activities.
 - i. Performance development plans and interventions.
 - j. Collecting performance data through observations.
 - k. Collecting performance data through other means.
 - l. Current contract provisions and contract administration requirements.
 - m. Due process and legal considerations.
 - n. Conferencing skills.
 - o. Remediation interventions.
 - p. Implementation of the IPAS with employees assigned to different types of contracts including annual contracts, professional services contracts, and continuing contracts.
- e. **Required Assessments**
1. At least one (1) assessment of each employee will be conducted by the principal, director, or his/her designee.
 2. The IPAS is used with all instructional personnel including teachers, media specialists, guidance counselors, etc.

a. **Assessment of Beginning Teachers**

1. Assessment of employees enrolled in the New Educator Support System (NESS) conforms to the procedures for the evaluation of annual contract teachers contained in this contract. Observations, documentation, and conferences completed for these employees supports the completion of the assessment form required for the IPAS.
2. The Board shall provide all teachers in the NESS a packet of pertinent information related to the Program.

b. **Assessment of Psychologists and Other Employees**

Psychologists and other employees whose assignments essentially involve extensive individual casework shall be assessed by observation and review of assigned casework at least once annually. Such assessment(s) shall be conducted by the Director or Area Coordinators of Psychological Services for psychologists and the similar respective program director for other employees.

f. **Data Collection**

The following five (5) techniques are used to gather data on employee performance. Assessors use multiple techniques to understand actual performance and develop performance ratings.

1. **Informal classroom observations:** Informal observations are made periodically by the principal or designee. A follow-up conference is not required subsequent to an informal classroom observation if performance is deemed satisfactory.
2. **Formal classroom observations:** Formal observations are primarily initiated by the principal or designee. Employees may, however, request a formal

observation. These are not less than 30 minutes in duration and are conducted by the principal, director or his/her designee. The 30 minute time period may be shortened by mutual agreement between the principal and the affected employee. All observations of employees for the purpose of assessment shall be conducted openly with the full knowledge of the employee. A conference is conducted after each formal observation. The FPMS or other educationally sound observation instruments which may be used for formal observations.

3. **Observations in non-classroom situations:** Principals use opportunities outside the classroom to observe the performance of employees. A follow-up conference is not required subsequent to this type of observation if performance is deemed satisfactory.
4. **Review of records and plans:** Principals review a variety of work samples prepared by the employee. These may include lesson plans, reports, grade card comments, discipline referral documents, etc. In addition, specific records or plans may be requested for review. A follow-up conference is not required subsequent to a review of records or plans if performance is deemed satisfactory.
5. **Review of performance portfolio:** The principal or designee and the employee may mutually decide that a performance portfolio is needed to provide additional information for the completion of the assessment ratings. The design of a portfolio is determined by the principal and employee. A follow-up conference is not required subsequent to the submission of a performance portfolio if performance is deemed satisfactory.

g. **Formal Observations**

1. Prior to each formal assessment of personnel on an annual contract, no fewer than one (1) observation in the classroom or equivalent work location, of no less than 30 minutes will be conducted by the principal, director or his/her designee during the first semester of the contract period. The 30 minute time period may

be shortened by mutual agreement between the principal and the affected employee. All formal observations of employees for the purpose of assessment shall be conducted openly with the full knowledge of the affected employee. Any classroom observations or other factors which are used for assessment purposes shall be included on the formal assessment and discussed with the employee. No formal observations shall be conducted during the last week of the school year.

2. Principals and designee may use the FPMS structured observation instrument in formal observations.

a. **Notification - Initial Observation of First Year Annual Contract Teachers**

For the first required observation of the first year annual contract employees the assessor shall notify the employee in advance of the week in which the observation is to take place. However, employees with a continuing contract may receive no advance notification of observation.

b. **Employee Requested Follow-up Observation**

The employee may request a follow-up formal observation. Such observation shall be conducted not less than ten (10) working days from the date of the request and shall be at least thirty (30) minutes in length, unless the affected employee and principal mutually agree to a shorter time period. Such observations shall be discussed and incorporated into the assessment process in accordance with this section, if requested prior to the final assessment conference.

h. **Conferences**

Conferences are used to communicate the results of data collection activities and the completion of the assessment form. Assessors are encouraged to give feedback to employees on a regular and frequent basis through formal and informal conferences. Feedback includes recommendations for individual professional development and performance improvement.

1. **Post Observation Conference:** Not later than ten (10) working days after each observation and prior to completion of the assessment form, the assessor shall meet with the employee to discuss the intended written, formal assessment.
2. **Employee Requested Follow-up Conference:** Upon request of the employee, the assessor shall schedule a follow-up conference at which the employee may be represented. Any change in the assessment as a result of this conference shall be initialed or signed by the assessor and employee and the final assessment shall be treated in a manner consistent with this section.
3. **Annual Assessment Conference:** A conference is conducted with each employee to review the annual assessment form. After such discussion and upon completion of the formal assessment, the assessor and the employee shall sign the assessment form, with a copy to the employee before it is placed in the employee's personnel file. Such signature by the employee only acknowledges that the report has been read and does not necessarily indicate agreement with its contents. No employee shall be required to sign a blank or incomplete assessment form. The employee will be provided a copy of the signed assessment form within ten (10) working days following the discussion. No assessments and final assessment conferences shall be conducted during the last week of the school year.
4. **Refusal To Sign Documents:** An employee's refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this article, shall not constitute any ground 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 contents.

- i. **Assessment Form**

1. The assessment form contained in Appendix I is used to document performance ratings. It is used for all instructional personnel. The form is completed by the assessor and signed by the employee. The employee's signature indicates only that he/she has read the form and does not necessarily indicate agreement with its content.
2. Assessment forms will include the period of assessment and the date or dates of formal observations.
3. The final assessment form and any attachments thereto become the complete documentary record of the employee's performance during the particular performance period.

j. **Assessment Criteria**

Specific assessment criteria are defined in each of the following areas: A complete list of these criteria and respective performance indicators are contained in Appendix I.

k. **Rating Scales**

Two rating scales are used for the IPAS as indicated below.

1. **Rating Scale for Assessment Criteria**

- a. Satisfactory
- b. Needs Improvement: Use of this rating requires written documentation and the implementation of a Performance Development Plan (See Section m).
- c. Unsatisfactory: Use of this rating requires written documentation and implementation of a Performance Development Plan (See Section m).

2. **Rating Scale for Overall Performance**

- a. Satisfactory
- b. Needs Improvement: This rating is used only when the performance of an annual contract employee needs improvement for one or more of

the assessment criteria following the implementation of a Performance Development Plan (See Section m). For purposes of reemployment of first or second year annual contract employees or for recommendation of an employee for Professional Services Contract only, a Needs Improvement rating shall have the same effect as a Satisfactory rating.

- c. Unsatisfactory - Decision rule: This rating is used only when the performance of the employee remains at an unsatisfactory level for one or more of the assessment criteria following the implementation of a Performance Development Plan (See Section m). The principal notifies the Office of Professional Standards when this rating is used.

1. **Professional Educator Development:**

- 1. This component provides instructional personnel opportunities to work individually or participate as a member of a team and focus on the improvement of instructional practices and school improvement. Appendix I contains more information on this component.
- 2. This component is available to employees assigned to either a professional services contract or a continuing contract. Employees may elect to participate in the activities described below.
 - a. Work individually or together to devise a plan that includes:
 - objectives directed at school improvement consistent with the school's strategic plan,
 - objectives directed at the development of team members,
 - development or improvement of advanced pedagogical skills,
 - strategies for addressing each objective,
 - a timeline, and
 - a description of final product(s).
 - b. Coordinate their activities.
 - c. Meet individually or as a team with the principal or designee at least three times.

- d. Create a final product consistent with objectives.

m. **Performance Development Plans**

1. When a rating of Needs Improvement or Unsatisfactory is used, a Performance Development Plan is developed by the principal in collaboration with the employee. A copy of this plan is contained in Appendix I.
2. Use and implementation of this plan requires:
 - a. identification of deficiencies,
 - b. definition of strategies for improvement,
 - c. definition of an assistance timeline,
 - d. definition of expected outcomes,
 - e. definition of possible consequences for failure to remediate,
 - f. multiple formal observations and conferences,
 - g. completion of assistance activities, and
 - h. documentation.
3. These plans should be implemented during the first semester whenever possible.
4. When the overall performance of an employee is determined to be **Unsatisfactory** on the final assessment, the Office for Professional Standards is notified.

n. **Use of Data**

Assessment data are used to develop ratings which are recorded on the assessment form. The forms become part of the employee's personnel file. Data are used in decision-making for personnel selection, training, promotion, placement, and other matters consistent with School Board policy.

o. **Sequence of IPAS Events**

The flow charts in Appendix I illustrates the sequence of IPAS events for annual contract employees and two categories of continuing contract employees. In addition an illustration of events for an employee on prescription is included. **These are included for illustrative purposes**

only and do not supersede any procedures defined in this Article.

p. **Parental Input**

Within thirty (30) days after the start of each school year, parents shall be notified in writing by each school administration of their right to provide input into employee performance assessments when appropriate in accordance with F.S. 1012.34.

q. **Performance Based Pay**

1. In compliance with Florida Statutes, the parties have agreed to implement a performance based pay program for instructional personnel. This program shall allow instructional personnel who demonstrate outstanding performance as defined by statute to earn a monetary supplement in addition to their individual, negotiated salary.
2. In order to be eligible for this supplement, employees must have earned satisfactory performance ratings for their most recent three years, as well as the current year. In addition to employment in the District, the parties shall recognize employment experience from outside the District for which it has granted employee experience credit. It shall be the employee's responsibility to provide documentation verifying satisfactory performance ratings not earned within the District.
3. Employees desiring to participate in this process shall be assigned to one of two tracks. Assignment shall be based on the employee's work assignment and/or eligibility to participate in the National Board Certification process. Employees eligible and assigned to a position where it is feasible to participate in the National Board process shall be required to do so. The IPAS Committee shall make final determination of track assignment.
4. Upon attainment of National Board Certification successful candidates shall receive the negotiated supplement (see Appendix F) for as long as they hold

their certification and continue to earn satisfactory annual assessment ratings. Employees forfeiting said supplement due to unsatisfactory annual assessment shall regain eligibility upon receiving a satisfactory rating. Payment of the supplement shall resume at the beginning of the following year providing the employee meets eligibility requirements.

5. Employees currently holding National Board Certification shall receive the supplement, prorated equally over each pay period. Employees earning certification for the first time during the 2002-2003 school year and thereafter shall receive said supplement prorated equally over each remaining pay period as well as a single payment retroactive to the start of the employees' work calendar covering all prior pay periods.
6. Employees not eligible to participate in the National Board Certification Process (currently including but not limited to school social workers, psychologists, occupational and physical therapists, speech language pathologists, adult education teachers, guidance and family counselors, and health teachers) shall be eligible to participate in an alternative program, the Broward County Recognition Program (BCRP). Said program, similar in format to the National Board Certification process, includes portfolio documentation with artifacts, videotaping of job performance, as well as written work samples. Successful candidates participating in BCRP shall receive the negotiated supplement (see Appendix F) for three consecutive years and may be renewed in subsequent years so long as they continue to earn satisfactory annual assessment ratings. Employees forfeiting said supplement due to unsatisfactory annual assessment shall become eligible for and receive payment upon satisfactorily fulfilling the terms of the professional development plan resulting from the unsatisfactory rating and receiving a satisfactory rating. Participation in the BCRP process requires an application fee of \$60.
7. A panel comprised of National Board Certified teachers and/or other appropriately trained peers shall evaluate

candidate's submissions. Assessments shall be based on a scored scale. Employees serving on the panel shall be paid at their hourly rate for all such work beyond their regular workday.

8. At the conclusion of the first year of the program, the parties agree that the IPAS Committee shall evaluate the panel's effectiveness and report its findings to the CAC. The CAC shall review the findings and decide if the composition of the panel should be changed or remain the same. The parties agree to negotiate the minimum supplement for the Broward County Recognition Program at the conclusion of the first year. The parties shall consider the success rate of the local applicants compared to that of applicants for the NBPTS certification in Broward County as a factor for any such agreement.
9. A subcommittee of the IPAS Committee is currently establishing the BCRP procedures. The IPAS Committee is authorized to establish necessary procedures and to recommend contract modifications to the CAC. The CAC is authorized to modify the Collective Bargaining Agreement to include appropriate procedures.
10. If the statute requiring a supplement for outstanding teachers is no longer in effect, the parties agree to make the program contained in this section a subject of negotiations.