11-19-1985

Hillsborough County School Board and Hillsborough Classroom Teachers Association, Inc. (1985)

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Hillsborough County School Board and Hillsborough Classroom Teachers Association, Inc. (1985)

Location
Hillsborough Co., FL

Effective Date
11-19-1985

Expiration Date
6-30-1988

Number of Workers
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Employer
School Board of Hillsborough County

Union
Hillsborough Classroom Teachers Association, Inc.

NAICS
61

Sector
Local government

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Comments
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School Board of Hillsborough County

And

Hillsborough Classroom Teachers Association, Inc.

TAMPA, FLORIDA

CONTRACT
1985-1988
HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION

AND

SCHOOL BOARD OF HILLSBOROUGH COUNTY

1985 - 1988
SCHOOL BOARD OF HILLSBOROUGH COUNTY

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(813) 272-4000

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Randy Poindexter
Lyle Flagg
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The Executive Board meets the first Thursday of each month. The Representative Council meets the second Thursday of each month from September through May and the first Thursday of June. General Assembly meetings, for all members, are called as necessary. All meetings, except for General Assembly meetings, are held at CTA River Apartments.

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1984-85

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HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION
and
SCHOOL BOARD OF HILLSBOROUGH COUNTY
CONTRACT

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement covering wages, hours, and terms and conditions of employment; and

WHEREAS, it is intended that the following Agreement shall be an implementation of the provisions of FS 447.100, consistent with the constitutional authority and responsibility of the School Board of Hillsborough County and the statutes of the State of Florida and the amendments thereto and insofar as applicable, the Administrative rules of the Department of Education 6A and amendments thereof,

NOW THEREFORE, it is mutually agreed as follows:

1 NEGOTIATIONS PROCEDURE

1.1 PARTIES TO AGREEMENT

1.1.1 This agreement is made and entered into pursuant to the provisions of negotiation statutes governing public school teachers, FS 447.100, by and between the School Board of Hillsborough County herein referred to as the Board, and the Hillsborough Classroom Teachers Association, herein referred to as the Association.

1.1.2 The School Board/Association contract shall be the document which governs wages and hours, terms and conditions of employment for employees in the unit. Any policy, procedure, guideline or administrative directive in conflict with said contract shall be considered null and void. Faculty handbooks, countywide publications and other guides shall conform to the provisions of the contract.

1.2 POWER OF THE BOARD

1.2.1 Upon conclusion of a bargaining period on an item or items, the Board is empowered by law to make the final and binding decision on all items subjected to the negotiations process.

1.3 RECOGNITION

1.3.1 The School Board of Hillsborough County (hereinafter referred to as the Board) hereby recognizes the Hillsborough Classroom Teachers Association (hereinafter referred to as the Association) and agrees that the Association shall be the exclusive bargaining agent for classroom teachers, guidance counselors, pupil personnel (exceptional child, social workers), curriculum coordinators, county-wide or county-level administrative and supervisory coordinators, team leaders, department heads, vocational teachers, occupational specialists, librarians, teachers of the homebound, teachers of the migrants, case workers, diagnosticians, psychologists, ROTC instructors, hereafter referred to as teachers.

1.3.2 The appropriateness of any new class or division of employees belonging to the bargaining unit shall be determined jointly by the Board and the Association. If agreement is not possible, the matter shall be referred to the Public Employees Relations Commission.

1.4 EXCLUSIVITY

1.4.1 Organization rights pursuant to the provisions of Chapter 447.09 are granted to the certified exclusive bargaining agent, the Hillsborough Classroom Teachers Association, and such rights shall not be granted to any other association, union or employee organization.
PREREQUISITES FOR NEW EMPLOYEES

PROCESSING REQUIREMENTS

Before reporting to work, each teacher must complete the appropriate forms in the Personnel Office. Any forms used will be discussed with the Association before addition or change.

VERIFICATION OF EXPERIENCE

Salary credit for experience will be given initially for experience according to 7.1.1, 7.1.2 and 7.1.3 in this contract. Adjustments will be made as needed when verification of experience is received in the Personnel Office. Teachers resigning prior to verification of previous teaching experience and/or recording of a valid certificate in the Personnel Office shall receive a final check at the rate of pay established at the time of resignation. Checks will be withheld from teachers who have not recorded a valid certificate within ninety days of their beginning date of employment.

SALARY

Teachers shall be paid on a bi-weekly schedule which reflects their degree and experience. Degree changes that occur during the school year will be effective as of the official date the application was received as shown on the certificate. Salary changes will not be made until the new certificate is recorded.

Salary for the extended year program shall be equal to the hourly salary received during the regular school year immediately prior to the beginning of the extended year program.

ROTC personnel will be paid in the amount which, when added to his/her retirement pay, will equal the amount of his/her active duty pay and allowance. Reimbursement by the Federal Government will be made at the individual's retirement pay plus one-half the balance of the salary paid. The School Board will pay one-half the difference between the individual's retirement pay and his/her active duty pay and allowance. Henceforth, the School Board will not reduce pay during the contract year when cost-of-living adjustments are applied to retirement annuities of these personnel.

Salary and supplements shall be based upon adopted schedules hereto attached.

Paychecks shall be distributed within the workday in a manner to guarantee confidentiality.

The Board shall make provisions, upon request by any employee, to deposit his/her paycheck directly to a local financial institution of the employee's choice from a list approved by the School Board. This service will be instituted by January 1, 1986.

The following payroll deductions shall be shown cumulatively on the pay stubs beginning on January 1 and ending on December 31 of each year:

A. Gross Salary
B. Taxable Gross Salary
C. Withholding Taxes
D. P.I.C.A.

TEACHER CONTRACT

Failure to sign and return a contract within ten (10) days after it has been received by the employee shall be considered a rejection of the offer.

An acceptance of an appointment from the Board shall be binding on both the Board and the teacher.
2.5 OWNERSHIP OF AUTOMOBILES

2.5.1 All county-level coordinators and itinerant personnel (including social workers, psychologists, speech therapists, resource teachers, teachers of the homebound and school community specialists) are required to own automobiles for the successful discharge of their duties.

2.5.2 Teachers who transport students as an extension of their normal work activities shall be covered by the Board's liability insurance policy.

2.5.3 Teachers authorized for reimbursement for in-county travel as part of their regular duty shall be paid mileage at the maximum rate allowed by state law.

2.6 PROCEDURE FOR CHANGING NAME, ADDRESS AND TELEPHONE NUMBER

2.6.1 All teachers shall report in writing their name, address and telephone number to their immediate supervisor. Any change in name, address and telephone number will be reported immediately to their immediate supervisor.

2.6.2 All teachers shall report in writing changes of name, address and telephone number to the Personnel Office. If a teacher changes her name, the change must be made on her teaching certificate by the State Department of Education. Name changes on records cannot be made until a new certificate and Social Security card have been recorded in the Personnel Office.

2.7 SUPPLEMENTED POSITIONS

2.7.1 A supplemented position is a contracted position paying a supplemental salary to a teacher because of additional duties and responsibilities. The acceptance of a supplemented position is binding on both the principal and the teacher under the following conditions:

2.7.2 Group I Supplements

A. Group I supplemented positions shall include Department Heads, Head Counselors, Head Football Coach, Head Volleyball Coach, Head Basketball Coach (Boys and Girls), Head Baseball Coach, Head Softball Coach, Head Track Coach (Boys and Girls), Head Wrestling Coach, Head Soccer Coach (Boys and Girls), Head Swimming Coach (Boys and Girls), Business Manager, Band Director and Choral Director.

B. Group I supplemented positions will be considered to be under a continuing contract. If a teacher who holds a Group I contract voluntarily decides to relinquish his/her supplemented position at the end of a school year, he/she shall inform the administrator prior to the allocation of units for the following year in order that he/she may be given the option of being placed in the pool for reassignment or remaining at his/her current school if there is an unearmarked vacancy in his/her last teaching assignment. If the administrator wishes to terminate a teacher from a Group I supplemented position, he/she must do so in the time period prior to the establishment of pools for the coming year. A teacher who is terminated from a Group I position shall be entitled to an administrative review under the conditions cited in 18.A.1 through 18.4.5, with the exception that if the review upholds the termination, the teacher shall lose his/her supplemental status and be given the option of being placed in the pool for reassignment or remaining at his/her current school if there is an unearmarked vacancy in his/her last teaching assignment.

C. Administrators shall have the right to reserve positions for Group I supplements in the following manner: A list of all subject area vacancies shall be forwarded to the Personnel Office before pool placement. Included in that list shall be a list of vacant Group I supplements. Transfer will be possible to all vacant positions in accordance with transfer policy during initial transfer period. At the close of the initial transfer period, subject area vacancies shall be paired with vacant Group I supplements and be removed from the list of positions available to the pool and shall be listed as positions reserved for Group I supplements.
D. Changes in positions reserved for Group I supplements can only be made by application through the Personnel Office.

E. A teacher holding a Group I supplement will not normally be transferred due to a unit loss. (See Section 11.4.8).

F. Teaching positions may not be reserved for attachment to Group I supplements if the Assistant Superintendent for Personnel determines that such positions are needed for pool placement.

2.7.3 Group II Supplements

A. Group II supplemented positions shall include Yearbook Sponsor, Newspaper Sponsor, Cheerleader Sponsor, Majorette Sponsor, Drama Director and Elementary Safety Patrol Coordinator.

B. Group II supplemented positions are voluntary. However, the acceptance of a Group II supplemented position is binding on both the principal and the teacher for the school year.

C. Administrators shall not have the right to earmark teaching positions for Group II supplements.

D. A teacher holding a Group II supplement will not normally be transferred due to a unit loss. (See Section 11.4.8)

E. The teacher and/or the principal shall determine continued employment in a Group II supplement by June 1.

2.7.4 Group III Supplements

A. Group III supplemented positions shall include all supplemented positions not specifically included in Groups I and II.

B. Group III supplemented positions are voluntary. However, the acceptance of a Group III supplemented position is binding on both the principal and the teacher for the school year.

C. Administrators shall not have the right to earmark teaching positions for Group III supplements.

D. A teacher holding a Group III supplement shall not be exempt from transfer due to a unit loss.

2.7.5 General Provisions

A. Teachers shall have the right to be contracted for no more than three supplemented positions.

B. Principals shall have the authority to contract with teachers from other schools to fill a supplemented position.

C. Principals shall post supplemented positions becoming vacant within the school as soon as the vacancy exists by resignation or termination and allow ten working days to interview interested teachers. After completing the interview process, the principal will announce his/her decision.

D. Race, creed, color, national origin, sex, marital status, or membership in any teacher organization shall not be a factor when employing persons into supplemented positions.

2.7.6 Teachers holding Group I athletic supplemented positions who receive extended leaves that impact their coaching obligation shall relinquish that supplemented position as a condition of taking the leave and shall have the option of being placed in the pool for reassignment to another secondary school or accepting an unearmarked vacancy in the teacher’s last teaching assignment at his/her current school.
2.7.7 Teachers who hold Group II and Group III supplemented positions and who receive an extended leave shall relinquish the supplemented position. The principal shall have the option of reinstating the teacher on leave to the supplemented position when he/she returns or of retaining the replacement in the supplemented position.

2.8 TEMPORARY ASSIGNMENTS

2.8.1 A teacher replacing one on leave shall have a temporary assignment. A temporary teacher employed on or before the first day of school shall be assigned regular teacher status in the school in the event a regular position in the area of his/her assignment becomes available prior to April 1.

2.8.2 All permanent positions filled prior to and including the first day of the second semester shall be considered permanent appointments. All positions filled following that date shall be considered temporary appointments with the exception of those areas designated as critical shortage areas by the Personnel Office on the first day of the second semester.

2.8.3 Principals are to consider teachers who are on a temporary assignment prior to recommending new applicants. A temporary assignment teacher has experience for an administrator to evaluate. If the teacher has provided "satisfactory" service to the county for a year or more, he should be given preference over an unknown candidate.

2.8.4 Temporary appointments may be made for any specified period of time for more than thirty (30) calendar days. Said appointment may be extended for additional time as required.

3 UNDESIRABLE PRACTICES

3.1 ACCEPTING GIFTS

3.1.1 Teachers shall not accept gifts from companies or individuals doing business with the School Board of Hillsborough County. Teachers shall not receive any benefit or profit from any contract or purchase made by the Board.

4 ISSUANCE OF TEACHING CERTIFICATE AND RENEWAL PROCEDURE

4.1 REGISTRATION OF CERTIFICATE

4.1.1 Each teacher must hold a valid Florida certificate issued by the State Department of Education. It is the individual teacher's responsibility to keep his certificate active; however, the Personnel Office will aid the teacher in filling out forms and mailing them to the State Department of Education.

4.1.2 Each teacher must register his certificate, each extension, and each renewal of the certificate in the Personnel Office within ten (10) days after receiving it from the State Department.

4.2 SUB-STANDARD CERTIFICATES

4.2.1 Only teachers who hold a regular certificate are eligible to gain tenure in Hillsborough County.

4.3 TEACHING OUT OF FIELD

4.3.1 Teachers shall not be assigned to subjects not listed on their teaching certificate except in accordance with the regulations of the State Board of Education and for good cause shown. Teachers who are teaching out of field shall be required to take six semester or eight quarter hours toward meeting certification requirements before September 1st of the following year. Teachers assigned out of field from a pool (as opposed to those employed out of field) shall not be required to take any hours during their first year out of field; however, six semester hours of credit toward certification in this area of assignment must be completed in order to remain out of field in that
4.4 CERTIFICATE EXTENSION

4.4.1 All certificates shall be extendible for successive periods not to exceed five years under rules of the state board prescribing such additional training, experience and competencies as may be deemed necessary for said extension.

4.4.2 Any training or experience claimed shall be either college course credit (6 semester or 8 quarter hours) or inservice training (120 points).

4.4.3 At least one-half of any college course credit or inservice training claimed by instructional personnel shall be in the field or fields in which said individual is assigned or certified or will seek assignment or certification. (The entire amount of credit may be earned in this area, provided part of the credit has been earned in reading.)

4.4.4 Any remaining college course credit or inservice training shall be in either administration, guidance, exceptional education, or basic skills education. (Not more than half the credit offered toward certificate extension may fall in this category.)

4.4.5 When any person holding a valid Florida teacher's certificate is called into or volunteers for actual wartime service or required peacetime military service training, his certificate shall be extended for a period of time equal to the time he spends in military service, provided such person makes proper application and presents substantiating evidence to the Department of Education regarding such military service.

4.4.6 In order to be granted a temporary certificate beyond the first, with the exception of those requiring no additional college credit for reissue, the applicant must have completed six semester or eight quarter hours of credit subsequent to the issuance of the previous certificate. Correspondence credit shall not be accepted in meeting this requirement.

4.4.7 A teacher who is teaching on a special permit, that is, a college graduate who is not certified in the field of his assignment, must meet requirements by earning six semester or eight quarter hours in the field of his assignment annually in order to be eligible for reappointment.

5 TEACHER EDUCATION CENTER COUNCIL

5.1 SELECTION OF COUNCIL MEMBERS

5.1.1 The Association shall provide the Board with a list of classroom teachers qualified to serve on the Teacher Education Center Council from which the Board will appoint 50 percent plus one of the members of the Council.

5.1.2 The Association's list of recommended teachers shall be at least twice the number of vacancies to be filled. Such list shall be presented by June 15th of each year, so appointments can be made by the first Board meeting in July.

5.1.3 The term of office for each council member shall be for two years, with even-numbered positions appointed on even-numbered years and odd-numbered positions on odd-numbered years. Council members may serve two consecutive terms.

5.1.4 The Teacher Education Center Council shall review the inservice program in the county annually.

5.1.5 There shall be a written evaluation of all workshops and/or inservice programs at the end of such programs by teachers attending. A summary of such evaluation shall be forwarded to the appropriate General Director and available to the Association.
COUNTY-WIDE COMMITTEES

FORMS MANAGEMENT COMMITTEE

6.1.1 A county-wide standing committee shall be established to review forms that originate from any office within the school system to be completed by other divisions, other departments, principals, teachers, students or parents. The Association shall name 50 percent of the committee members.

6.1.2 The goal of this committee shall be to recommend the reduction of as much paperwork as possible.

TEST COMMITTEE

6.2.1 Whenever the school system anticipates developing or revising a student test, teachers in the field the test will cover will have input on the test items.

TEXTBOOK SELECTION

6.3.1 A county-wide textbook selection committee shall be appointed whenever a textbook adoption is due or contemplated in any specific subject area, program or grade level.

6.3.2 A majority of each committee shall be classroom teachers appointed by the Association.

6.3.3 The committee shall review all available texts in the specific area in question and submit at least two books for final selection by all involved teachers.

6.3.4 These two textbooks shall be available in the appropriate work location in sufficient numbers to allow for teacher review at least three weeks prior to a county-wide vote.

6.3.5 Teachers shall select one textbook for county-wide adoption by secret ballot.

6.3.6 Department heads or team leaders shall be responsible for tabulating votes at each work location and immediately notifying the chairman of the appropriate county-wide selection committee.

6.3.7 This vote shall determine the book to be purchased in any level or subject area until the next review.

6.3.8 Individual school or department vote on textbook selection shall be available to the Association on request.

EXPERIENCE CREDIT

Allowable Teaching Experience

7.1.1 Teachers shall be given salary credit for all Hillsborough County public school teaching experience, and full-time teaching experience in a program under contract with the School Board of Hillsborough County.

7.1.2 Teachers shall be allowed up to five years credit for previous experience outside of the Hillsborough County Public Schools in public or private schools and colleges, provided they were employed in full-time teaching positions and held at least a four year college degree during the period of employment. Credit will not be granted for half-day teaching in private or public schools other than the Hillsborough County Public School System. For teachers employed after July 1, 1981, up to seven years of experience credit may be granted according to the provisions of this section.

7.1.3 Any person who left a teaching position to serve in the Armed Forces of the United States during a national emergency or in the Peace Corps; and had, at the time of his entering the service or the Peace Corps, a bachelor's degree, may receive full experience credit up to five years -- or for the duration of the emergency.
7.2 Work Experience in Lieu of Teaching Experience

7.2.1 Upon entering employment with the Board, cosmetology, health occupations, data processing technology, law enforcement, and industrial qualified and certified instructors may apply to the Assistant Superintendent for Vocational, Technical and Adult Education for up to five years of work experience in the related area in lieu of teaching experience. Any work experience granted is applicable only as long as the teacher remains in cosmetology, health occupations, data processing technology, law enforcement, or an industrial position. For teachers employed after July 1, 1981, up to seven years of experience credit may be granted according to the provisions of this section.

7.2.2 The combined total of work and teaching experience cannot exceed seven years for a teacher entering the industrial, cosmetology, health occupations, data processing technology, and law enforcement programs. Vocational teachers who require academic preparation will not be granted work experience credit after July 16, 1974.

7.2.3 Work experience must constitute full-time employment and credit will not be given for part-time employment. Employment for nine (9) continuous calendar months in any one year will be accepted as a year's work experience in lieu of teaching experience.

7.3 Definition of a Year's Teaching Service

7.3.1 Excepting military and professional leave, a year's credit for teaching experience shall be allowed an instructor who has served half the total plus one day of the annual paid contracted work days. A year's credit shall be allowed for each year of approved military or professional leave granted by the Board.

8 WORK YEAR AND HOURS

8.1 Work Year

8.1.1 The work year for teachers shall be 196 days as determined by the School Board Calendar.

8.1.2 Teachers assigned to new positions during the regular school year may be required to attend additional inservice orientation sessions.

8.1.3 The Assistant Superintendent for Administration shall appoint a committee annually consisting of twenty-three (23) members to prepare school calendars for all school centers to be recommended to the Board. The committee will include one elementary teacher, one junior high school teacher, and one senior high school teacher selected by the Association.

8.1.4 Teachers shall not be required to attend meetings away from the school center on workdays as designated by the official school calendar. These days are specifically set aside to enable teachers to work on classroom duties; functions and in-school meetings shall be kept to a minimum.

8.1.5 New or vacant positions contracted for eleven or twelve months shall be advertised in the Administrative Bulletin.

8.2 Vacations for Twelve-Month Teachers

8.2.1 All twelve-month teachers with up to five years continuous service will be entitled to thirteen days annual vacation; teachers with five to ten years continuous service shall be eligible for 16.25 days vacation annually; teachers who have ten or more years of continuous service shall be eligible for 19.5 days vacation annually. Vacation leave is not cumulative to exceed sixty-five (65) workdays. Accrued vacation will be paid out at the time of termination in accordance with normal payroll schedules.

8.2.2 Each 12 month employee shall be provided with an opportunity to take vacation days which would accrue annually. Vacations shall normally be taken during the summer months and on non-student days during the regular school year.
8.3 Holidays

8.3.1 The school holidays and the school year shall be fixed by the Board when it adopts the annual school calendar and shall be named in the calendar. If emergency holidays are granted, the time missed must be made up by reduction of time designated as "vacation" on the annual calendar.

8.3.2 The Board shall grant to all teachers working less than twelve months six paid holidays each school year.

8.3.3 Teachers must be working or be on paid leave or illness beyond accrued sick leave for less than thirty (30) days to receive paid holidays. Teachers cannot begin employment nor return from extended leave on a paid holiday.

8.4 Teaching Hours

8.4.1 The school day for teachers shall be seven hours and thirty-five minutes except on non-student work days when it shall be six hours including one hour for lunch. The principal shall have authority to permit teachers divergence from the school day when circumstances necessitate such a procedure. On election days in Hillsborough County, no faculty or other school related meetings shall be held beyond the seven hour, thirty-five minute day.

8.4.2 Compensation on the basic salary schedule shall be based on seven hours and thirty-five minutes of scheduled time. The Association and Board agree to develop criteria for the payment of supplemental salaries for teachers over and above the amount reflected in the contracted, basic salary schedule. It is further understood that the acceptance of supplemented positions in Group II and III shall be voluntary on the part of the teacher and refusal to accept such assignments shall not affect regular employment.

8.4.3 Teaching time in secondary schools shall be a maximum of 300 minutes per day. This should include classes in not more than two subject areas nor more than three teacher preparations except in cases where unusual circumstances require exception. Such exceptions must be approved by the appropriate assistant superintendent after the Association has been advised of the unusual circumstance.

8.4.4 An accounting procedure related to teachers reporting for work shall be developed and implemented by Department Heads, Team Leaders or Grade Chairmen working in conjunction with their teachers. Such procedure shall be submitted to the building administrator for approval prior to implementation.

8.5 Substituting in a Double-Session School

8.5.1 All full time day teachers should be limited to not more than six hours per week of additional teaching time. A teacher who taught both sessions of a double session school would be teaching approximately three hours a day more than the seven hours and thirty-five minutes regular assignment. Therefore, he should be limited to filling in on a substitute basis to a maximum of two days per week. Since this is substitute work, and not with a regular assigned group of youngsters, the substitute salary will be paid to those regular teachers to substitute for the extra session that day.

8.5.2 Each secondary school on double sessions will secure a list of all the teachers in the school who desire to substitute for the other section of the school day. These teachers then will be put on another payroll so they can be paid for the days worked.

8.5.3 Teachers in double-session schools and half-day teachers shall be used to substitute only in emergencies. Half-day teachers may substitute in their own school for the other half of the day. A teacher within the school may be used to substitute outside of his department only when no one is available within the department for substitute work.
8.6 Teaching an Additional Period for Compensation

8.6.1 Current teachers may be employed, on a voluntary basis, to teach an additional period when the need exists.

8.6.2 When the need exists a teacher presently employed full-time may be employed for an additional period under the following conditions:

(a) Double session schools may employ a regular teacher who is teaching during the morning session to teach one period after the completion of their regular seven hour and thirty-five minute day. A teacher employed for the afternoon session may be employed one period prior to their regular seven hour and thirty-five minute day.

(b) Single session schools may employ a regular teacher to teach one period during their conference period provided that their regular seven hour and thirty-five minute day is extended by the equivalent of one period.

8.6.3 Each school shall secure a list of all teachers in the school who desire to teach an extra paid period.

8.6.4 Certified teachers outside of the department needing an extra class(es) may only teach the extra class if no one in the department is available.

8.6.5 Teachers teaching an additional period shall be compensated for an extra hour per day based on their regular hourly rate.

8.6.6 Department heads shall not normally be employed to teach an additional period.

8.7 Length of Day for Supplemented Teachers

8.7.1 Department heads, community specialists, secondary counselors, school social workers, county-level coordinators, curriculum specialists, curriculum coordinators I, school safety and patrol sponsors and school psychologists are to be on duty for eight hours daily except Saturdays, Sundays and designated holidays during their work year.

8.7.2 Curriculum coordinators II shall normally work a seven hour and thirty-five minute day but shall work an extended day from time to time as needed.

8.7.3 Department heads and curriculum specialists shall be limited to one all day out of school group meeting per month except in cases of emergency.

8.8 PLANNING AND LUNCH PERIODS

8.8.1 Teachers shall have planning time during which they will not be responsible for students or be assigned to other duties except for emergencies or unusual scheduling problems. The school office shall maintain a duty roster available for teacher examination, to ascertain the equity of emergency assignments.

8.8.2 Secondary teachers shall have a scheduled planning period of at least forty-five minutes per day. In the event the teaching period is less than sixty minutes long, the scheduled planning time may be reduced proportionately.

8.8.3 Secondary teachers in schools with seven student instructional periods shall have a scheduled planning period of at least one full period per day.

8.8.4 Elementary teachers' planning time shall take place before or after the student day and during the day when students are with special service teachers.

8.8.5 Except for Tuesdays and one other day, elementary teachers shall have a scheduled planning period of at least 35 minutes per day before or after the student day.

8.8.6 In addition to the time specified in 8.8.5, elementary teachers shall have a scheduled planning period of at least 30 minutes during each day that the teacher's students are with a special service teacher.
8.8.7 It is normal for teachers to be in their work area during their planning period. However, they shall not be restricted to their room or work area during the entire planning period.

8.8.8 Each teacher shall be provided a minimum of thirty minutes for a duty-free lunch period.

8.8.9 In addition to the time specified for planning and lunch, Department Head positions shall be provided with a minimum of one full period per day of non-student contact time.

8.9 Schedule Notification

8.9.1 Teachers shall be notified of their tentative program schedule, or grade level assignment for the ensuing year as soon as the master schedule is prepared. In addition, they will be notified of any changes in their tentative program, schedule, or grade level assignment for the ensuing year, including the schools to which they will be assigned, as soon as practicable.

8.9.2 Teacher schedules shall be made without regard to race, creed, color, national origin, sex, marital status, or membership in any teacher organization. Qualifications and experience levels of teachers will be given consideration in terms of school, schedule, program, or grade level assignment.

8.9.3 A faculty shall be given at least three days' notice before a change is made in a school's class or bell schedule except in emergency cases.

8.10 Schedules for Multi-School Assigned and Itinerant Teachers

8.10.1 In arranging schedules for teachers who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such teachers shall be notified of any change in their schedules by June 1st of each year. Any exception to this must be approved by the appropriate Assistant Superintendent. Multi-school and itinerant teachers shall have their schedules arranged so that on paydays they are assigned to their respective home schools.

8.10.2 Teachers with multi-school assignments shall be assigned extra duties as would be appropriate to any other faculty member on a pro-rata basis.

8.10.3 A multi-school or itinerant teacher's geographical area of assignment shall be considered permanent for a school year. Multi-school and itinerant teachers may be transferred administratively as contained in Section 11.3. If a program is to be increased or decreased during the year, geographical area changes may be made.

8.10.4 When a teaching vacancy exists for an itinerant cluster assignment, itinerant teachers within the department may apply for a transfer to such vacancy.

9 AUXILIARY EMPLOYMENT

9.1 General Provisions

9.1.1 It shall be the policy of the Board to employ only full-time permanent contract teachers of the Hillsborough County School System for teaching positions in the extended school year program, adult education program, and federal projects when possible. (See Section 9.1.7)

9.1.2 Only teachers currently employed who hold a valid Florida certificate for the coming year or who have made application for certificate renewal through the Personnel Office may be employed in the extended school year program.

9.1.3 Teachers employed eleven months or more will not be eligible for employment in any other position in the School System.
9.1.4 A teacher holding less than an eleven months contract may be appointed to serve in only one of the following programs.

a) Adult Evening High School
b) Evening Vocational School
c) Extended School Year
d) Federal Projects

9.1.5 Any teacher who receives a second official appointment by the Board will be considered as holding two positions and to be employed more than eleven months. Appointments will not be considered as a second position in cases where classes in the Evening Vocational School and the Adult Evening High School are closed due to low enrollment or for reasons beyond the control of the teacher and the duration of the class is less than three calendar months.

9.1.6 Administrators shall not be employed in auxiliary teaching positions if certified teachers are available.

9.1.7 In cases where it is necessary to consider exceptions to Sections 9.1.1 through 9.1.5, the person in charge of the program requesting the exception shall furnish a written explanation to the Assistant Superintendent for Personnel. A copy of the "Administrative Bulletin" in which the vacancy has been advertised should be attached. Such information shall be available in the County Office to the Association.

9.1.8 The Assistant Superintendent for Personnel shall consider and approve or disapprove exception requests (giving reasons) in writing.

9.1.9 A statement of all subject area openings for auxiliary positions will be publicized by the appropriate department. Extended year program positions shall be posted in each school building and evening school positions shall be posted in the "Administrative Bulletin" as early as possible. Applications must be submitted within two weeks of the posting of said notices. The administrator or supervisor responsible for the selection of personnel will notify teachers who have applied for positions of the action taken as early as practicable, but not later than official Board action for these positions.

9.2 EXTENDED YEAR PROGRAM FOR REMEDIATION AND/OR ENRICHMENT (SUMMER SCHOOL)

9.2.1 The Assistant Superintendent for Instruction shall identify the school centers that will be open for the extended year program by April 1.

9.2.2 The Assistant Superintendent for Instruction shall specify the schools (feeder schools) that will be sending students to each center.

9.2.3 Feeder school students and students from the center attending the extended year program will be listed by subject areas and sent to the extended year program center administrator by April 15.

9.2.4 Teachers desiring to be employed in the extended year program shall make application to their building administrator to be forwarded to the Personnel Office.

9.2.5 Each building administrator shall develop a list, by subject area (elementary shall be considered a subject area), of those teachers who have applied for employment in the extended year program. This list shall be sent to the extended year program center administrator by April 15.

9.2.6 The extended year program center administrator shall determine the number of students, by subject area, sent from each feeder school and the center.

9.2.7 The center administrator shall hire qualified applicants by subject area from each feeder school and the center, in proportion to the number of each school's students attending the center in that subject area.

9.2.8 Seniority shall be used to determine those teachers who will lose employment when enrollment is not sufficient to maintain teacher units at a school center.
10 TEACHER RIGHTS AND RESPONSIBILITIES

10.1 LESSON PLANS

10.1.1 The principal or his designee may request teachers to submit a copy of their lesson plans or outlines used for the teaching week at the end of the last day of that teaching week. The principal may request the copies at the end of a particular unit instead of weekly. Teachers shall use the county elementary lesson plan or secondary lesson plan outline format (see appendix). The teacher's plans are to be used as a guide in order to fulfill the county's instructional objectives and to assist the teacher in conducting a planned instructional program. Current lesson plans shall be available in the classroom for inspection at all times.

10.1.2 In the event a teacher is absent, it shall be the teacher's responsibility to have lesson plans at the school prior to the start of the pupil day to cover the period of absence not to exceed the balance of the week in which the absence occurred.

10.1.3 If the principal or his designee, through classroom observation, determines that a teacher is having difficulty with classroom instruction or is not meeting instructional objectives, the principal, as part of a professional improvement program, shall hold a conference with the teacher having difficulty. The principal, as part of this professional improvement program, may require lesson plans to be turned in at the start of each week during this period by written memo stating deficiencies and suggestions for improvement.

10.2 DUTIES FOR STUDENT SAFETY

10.2.1 The principal or his designee may assign a teacher duties necessary for the safety of students, within or beyond the seven hour, thirty-five minute day. These duties shall be distributed equitably among teachers in the bargaining unit.

10.3 COMPENSATORY TIME

10.3.1 Administrators shall grant compensatory time for duties assigned beyond the normal seven hour, thirty-five minute day, and the compensatory time need not be used immediately. However, such compensatory time shall be granted with prior approval of the principal and shall not encroach upon instructional time.

10.3.2 Teachers shall be provided with compensatory time when covering classes for: (1) Teachers attending curriculum meetings and/or workshops; (2) Coaches attending games, practices or meetings; (3) Band or chorus directors attending contests, concerts, games or meetings. Compensatory time shall be taken as described in Section 10.3.1.

10.3.3 Teachers may take compensatory time only before or after the student day or during the teacher's conference period and/or during the afternoon of the designated teacher workday. Prior approval of the principal or designee must be received.

10.3.4 Accumulated compensatory time shall carry over from year to year at the school where earned.

10.4 VOLUNTARY ACTIVITIES

10.4.1 Activities beyond the seven hour, thirty-five minute day such as club sponsorships, private parent organization meetings, dances, and athletic events are voluntary on the part of the teacher.

10.5 STUDENT DETENTION

10.5.1 Any teacher assigning a student detention is responsible for the supervision of that student during the detention period.
10.6 FACULTY MEETINGS AND INSERVICE PROGRAMS

10.6.1 Instructionally sound and administratively necessary activities as determined by the school administrator may be assigned to teachers during the normal seven hour, thirty-five minute school day. Faculty meetings and inservice education programs shall be no longer than a total of fifty (50) minutes per week beyond the normal workday, except for school accreditation. No more than one meeting per week shall occur on time beyond the normal seven hour and thirty-five minute day.

10.6.2 Teachers shall normally be provided with a minimum of one workday advance notice for all after school meetings provided for in Section 10.6.1.

10.6.3 A teacher shall be exempt from inservice participation if he/she is able to show proof of recent training in the area the inservice is to cover.

10.6.4 No individual teacher shall be required to participate in any inservice program not conducted for the general faculty, department or grade level after the normal workday.

10.6.5 Faculty and inservice meetings shall begin within ten (10) minutes after student dismissal.

10.6.6 Half-day teachers and teachers whose normal workday ends before the majority of the faculty shall not be routinely required to stay or return after their regular workday for faculty meetings.

10.6.7 Teachers shall not normally be required to attend meetings away from the school center during pre- and post-planning. These days are specifically set aside to enable teachers to work on classroom duties and functions and in-school meetings shall be kept to a minimum.

10.7 SUPPLEMENTARY MATERIALS

10.7.1 Teachers shall exercise the professional option of utilizing Board approved materials available within their respective disciplines to supplement state and county adopted texts and programs.

10.8 MUSIC, PHYSICAL EDUCATION AND LIBRARY CLASSES

10.8.1 In cases where special music, physical education teachers and media specialists are used at the elementary level, the regular teacher will not be required to remain in the classroom at the same time the special teacher is present.

10.9 STUDENT DIRECTION AND EVALUATION

10.9.1 Teachers will have the specific responsibility to direct and evaluate the learning experience of students according to county prescribed courses of study. Teachers shall not administer make-up work for credit for students who have unexcused absences.

10.10 PRIVACY OF DISCUSSION

10.10.1 When individual problems occur between administrators and teachers, discussions relating to these problems shall be dealt with in private.

10.11 SCHOOL PROPERTY

10.11.1 Teachers shall be accountable, but not financially responsible for school property lost, stolen or damaged on school premises when school policy and procedures have been followed.

10.12 REPORT CARDS

10.12.1 Teachers shall not be required to issue report card grades to students who have entered the school less than twenty (20) student days before the end of the report period.
10.13  GRADING MATERIALS

10.13.1 Teachers shall be given all grading materials on or before the morning of the day the grading period ends. Teachers shall be given at least two (2) full workdays to complete the grading materials after this date. Grades, report cards and/or data processing materials shall be submitted to their school office on the morning of the third workday. Grades, report cards and/or data processing materials for the final grading period shall be submitted by noon on the last workday for teachers.

10.14  STUDENT SCHEDULE CHANGES

10.14.1 Schedule changes for students shall not be routinely approved. All recommended schedule changes shall be reviewed by the appropriate counselor and administrator to determine the validity of such proposed changes.

10.15  STUDENT PLACEMENT CONFERENCES

10.15.1 The referring teacher shall be invited to participate in any conference involving a change in elementary student placement within the school.

10.16  FIELD TRIPS

10.16.1 All field trips must be approved by the building principal prior to any arrangements being made.

10.16.2 In order to keep maximum supervision and instruction in the schools, only the sponsoring teacher(s) whose class is attending a field trip may accompany his/her students. Teachers unrelated to the field trip shall not go along on said trip as chaperones, and the sponsoring teacher is responsible for making arrangements for necessary chaperones among parents of the students who are involved on a one adult to fifteen students ratio. Classes missed by the sponsoring teacher(s) will be assigned by the administrative staff to other teachers with three days' advance notice.

10.16.3 Transportation and entrance fees will be collected and receipted by the teacher scheduling the field trip.

10.16.4 Substitutes shall be provided for teacher sponsors who take field trips of a day or more duration when the field trips are on the school system approved list or are a scheduled activity by Florida High School Activities Association.

10.16.5 An approved field trip list will be maintained by the appropriate director of instruction.

10.17  COLLECTION OF MONEY

10.17.1 Teachers shall not be required to promote, merchandise or collect money for any activity which is profit motivated on behalf of the school. Teachers shall collect fee money during school opening registration and field trips as mentioned in 10.16.3.

10.17.2 Teachers shall not be required to collect lunchroom money.

10.18  STUDENT INTERNS AND OBSERVERS

10.18.1 Interns shall be assigned within the General Administrative Areas of the county to approximate the proportion that exists between the numbers of teachers in those areas.

10.18.2 Student interns shall be assigned to non-probationary teachers except for special programs approved in advance by the Assistant Superintendent for Instruction. A copy of the form submitted requesting exceptions shall be filed with the Assistant Superintendent for Instruction and be available to the Association.

15
Assignments of pre-teacher students to directing teachers shall be conducted in a manner which is mutually satisfactory to the principal and to the directing teacher.

In working with pre-teacher students, it is understood by the school system and the teaching profession that the rights of the system and the teachers shall be considered in the placement of such students for the purpose of interning or observing.

TEACHER AIDES

Teacher aides will be under the direction of the principal or his/her designee. Aides assigned to teachers are to be utilized and supervised by the teacher to whom the aide is assigned. Aides are not to be routinely used to perform services for the school's administrative office.

Substitute aides shall be provided when the aide under contract is absent in the early childhood program provided federal funds are available.

When a kindergarten aide is absent, the administrator shall institute an emergency plan to assist the kindergarten teacher in carrying out the curriculum, providing for the safety of students and providing the teacher with planning and lunch time as specified in Section 8.8.

ATHLETIC PEP RALLIES

Athletic pep rallies in secondary schools shall be held at the end of the student day.

TRANSFERs

GENERAL PRINCIPLES

A transfer is a change in teaching position from one school to another. A permanent position teacher may transfer to a permanent or temporary position without changing his contract status.

A transfer may be requested by a teacher or may be initiated by the Superintendent and his staff.

Teachers who have been notified in writing that dismissal proceedings are contemplated, or teachers on fourth year probation, may not volunteer but shall be transferred if their seniority requires it. A transfer will not be granted if the teacher does not qualify for the existing vacancy. Principals, when filling vacancies, shall reassign teachers currently out of field, unless hired out-of-field after July 1, 1985, before considering transfers or new applicants.

Teachers are eligible to transfer at any time during the school year to accept a higher paying position. Teachers may also transfer in-field from an out-of-field assignment, unless hired out-of-field on an "agreement to earn" after July 1, 1985. A qualified replacement should be secured before the transfer is made; however, no transfer will be delayed more than two weeks.

TEACHER TRANSFERS

The transfer period for the following year shall commence when the unit allocation is completed. After unit allocation, hiring of new applicants cannot take place until the placement of the teachers from the pool.

An initial transfer period of at least three weeks prior to the end of the regular school year will be established after units have been allocated and administrators have listed their staffing needs with the Personnel Office.

Teachers who are placed in the pool due to unit loss will be eligible for transfer as all other teachers.
11.2.4 Teachers may transfer to any vacancy for which they are certified; however, certification areas in which vacancies are needed for the pool will be identified and transfers in these areas may only be made by teachers with the same assignment.

11.2.5 Teachers remaining in the unit loss pool after the initial transfer period will be placed according to Section 11.4 and 12 (Unit Loss Transfers and Seniority). This meeting will occur during post-planning.

11.2.6 Hiring of new applicants and re-opening of the transfer period will begin in a specific certification area when there are no teachers remaining in the pool in that area and the freeze is lifted.

11.2.7 The transfer period will continue until one week prior to the first day of preplanning for teachers. During this second transfer period, teachers will be able to transfer to any area for which they are certified if there is not a freeze on hiring.

11.2.8 All teacher vacancies shall be made known immediately to the Personnel Office.

11.2.9 Racial quotas must be considered before seniority when determining teachers to transfer during the spring for fall placement.

11.2.10 A teacher shall be granted only one transfer during the transfer period. Placement from a pool is not considered a transfer.

11.2.11 Administrators shall notify the Supervisors of Teacher Placement of all vacancies as soon as they are known (24-48 hours). A vacancy does not exist until a resignation or leave is signed and submitted.

11.2.12 The Personnel Office shall provide a list of vacancies to those teachers desiring a transfer.

11.2.13 After the pool meets, the Personnel Office will announce vacancies and that date will be considered as the beginning date for hiring new teachers for the coming school year.

11.2.14 Administrators shall notify all teachers interviewed of their decision within three days after a decision has been made.

11.2.15 All complaints related to the teacher selection process should be directed to the Personnel Office immediately for investigation. The applicant will be notified of the result.

11.3 ADMINISTRATIVE TRANSFER

11.3.1 The Superintendent shall investigate any request for an administrative transfer.

11.3.2 Following the request, a hearing will be held involving the teacher, principal, Association, and the Assistant Superintendent for Personnel.

11.3.3 Following the hearing, the Assistant Superintendent for Personnel shall present his report including his recommendations to the Superintendent.

11.3.4 The Superintendent shall then act upon the transfer request. Should a transfer be indicated, the teacher shall be placed in a vacancy that is in the best interest of the individual and the system.

11.4 UNIT LOSS TRANSFER

11.4.1 Unit loss will be used for transferring teachers when a school must lose teachers due to a loss of students or a change in the unit allocation formula.
11.4.2 When transfers are necessary due to a unit loss, teachers to be transferred will be determined by the seniority policy. Administrators will determine the certification area where a unit must be lost according to student enrollment. The composite unit allocation form indicating course counts will be available to the Association.

11.4.3 In determining unit loss, the length of the teacher's contract will not be a factor in identifying the person to be transferred. However, seniority shall be the governing factor when an in-school change of assignment results in loss of pay.

11.4.4 In determining unit loss when balancing racial quotas is a factor, seniority of all black teachers within the areas of losses will be used to determine the black teachers to be transferred.

11.4.5 The teacher with the most seniority shall have first option to stay in a position or transfer, with such option extended to all teachers on a diminishing basis until one elects to transfer or until such time as the teacher with the least amount of seniority is required to transfer.

11.4.6 Teachers who have been notified in writing that dismissal proceedings are contemplated or teachers on fourth year probation, may not volunteer but shall be transferred if their seniority requires it.

11.4.7 When unit loss occurs, the following procedures will be used:

a) The racial composition shall be determined by the district formula as applied to the allocation of units. Racial quotas will not be considered when unit loss occurs after the beginning of a school year. Racial quotas must be considered before seniority when determining teachers to transfer during the spring for fall placement.

b) When it is necessary to lose black teachers, Policy 11.4.4 will be used to determine teachers to transfer and this must be done prior to determining white teachers who must transfer.

c) Reassignments may not be made prior to identifying teachers for the pool.

d) Administrators will notify teachers who must transfer due to unit loss. The names of these teachers will then be given to the Personnel Office and placed in a pool.

e) The teachers in the pool will be listed by subject areas according to their seniority in the Hillsborough County School System. For the purposes of unit loss, elementary teachers shall be divided into (1) kindergarten, (2) grades one through six including ECIA Math and ECIA Reading, and (3) separate special service areas, and these areas shall be considered separate subject areas.

f) Vacancies by certification area (math, English, elementary, etc.) will be available in the Personnel Office to each teacher who is required to transfer one working day prior to the day such teacher will choose an assignment from the available vacancies. The teacher with the most seniority will be given his choice of vacancies in the certification area from which he or she was displaced. Using seniority, teachers will be given a choice until all are placed or until all vacancies are filled. The black-white ratio shall not be considered when filling vacancies through pool placement.

g) The teacher in the pool with the most seniority will be given the refusal of each vacancy occurring until he is placed. The teacher in the pool with the least seniority will be assigned to any vacancy occurring if all teachers with more seniority have refused the position. Teachers not assigned will remain in the pool. The Personnel Office will work with teachers remaining in the pool to find the best assignment possible for the welfare of the teacher and the school system until appropriate vacancies occur. This assignment shall be based on the following:
1) Current assignment and level

2) Current assignment (1-12)

3) Certification and previous assignment

4) Other certification

The teacher shall have the option of staying in this area and taking courses necessary for certification or accepting the first vacancy in the area from which he/she was displaced. (A teacher shall not give up his right to move in field if he rejects a temporary appointment after the beginning of the school year.)

If a teacher voluntarily transfers to another position for which he/she is eligible, the teacher automatically gives up his/her right to remain in the pool. Teachers will retain pool rights for a period not to exceed two years.

h) Teachers selecting positions from the pool shall be assured the position selected. Changes in assignment shall only be made after consulting with the teachers affected.

11.4.8 Teachers in a temporary assignment will not be considered for transfer. The seniority of a teacher who is on leave and has a vested interest in the position will be used to determine the unit to transfer. A teacher contracted for a Group I or II supplement will not normally be transferred due to unit loss, except in the event that the required number of teachers needed to transfer exceeds the number of non Group I or II supplemented teachers. Then, based on seniority, all Group II supplemented teachers shall first be subjected to unit loss with Group I supplemented teachers following if necessary. In the event a teacher with seniority is forced to transfer because of a supplemented teacher, reassignment to a vacant classroom position in the subject area disciplines in another area of certification within the same school shall be granted for either the affected senior teacher or the supplemented teacher unless a carry-over pool exists in that subject area. The principal will determine the teacher to be reassigned if both teachers are qualified for reassignment.

11.5 NEW SCHOOL OR CONSOLIDATION TRANSFERS

11.5.1 The seniority and unit loss policy will be used for transfer of teachers when a new school is formed or when boundary changes are made, or when schools are consolidated. Schools losing teachers must maintain their desegregation quotas.

11.5.2 Units shall be allocated or reallocated to the affected school(s).

11.5.3 All vacancies at the receiving school(s), including additional units and vacancies resulting from resignation, leaves or temporary appointments, are identified and frozen.

11.5.4 Only the surplus teachers at the sending school(s) in each department can be reassigned to the receiving school(s) and teachers leaving will be identified according to the unit loss and the seniority policy.

11.5.5 The school(s) losing units will maintain its desegregation quota.

11.5.6 Prior to the transfer period these teachers will be given a list of vacancies at the receiving school(s), by departments, and each teacher, on a seniority basis, will have a choice of accepting a vacancy at the receiving school(s) in the certification area from which he/she was displaced or being placed in the county pool.

11.5.7 Any teacher who cannot be assigned to the receiving school(s) will be placed in the county pool.

11.5.8 Race will not be a factor in assigning teachers to the receiving school(s).
11.5.9 Teachers who have been assigned to the receiving school(s) or pool are eligible to transfer when the normal transfer period opens.

11.6 FAMILY TRANSFER

11.6.1 No teacher shall be appointed or reappointed to a school in which his/her father, mother, brother, sister, husband, wife, son, or daughter is employed as an administrator. A teacher and an administrator marrying during the school year shall be allowed to finish that year at the same school. It shall be the duty of the principal and Personnel Office to enforce the policy and to arrange for required transfers.

11.7 ENERGY CRISIS TRANSFERS

11.7.1 Voluntary energy crisis transfers may occur any time during the year. To be eligible for an energy crisis transfer, an employee must have completed ninety-nine (99) days of continuous employment with the school system.

11.7.2 In order to qualify for an energy crisis transfer a teacher must travel a minimum of 20 miles or more per day. The transfer must result in a reduction in the number of miles traveled by the teacher.

11.7.3 Acceptance of said transfer shall be voluntary on the part of teachers and administrators.

11.7.4 This same procedure shall apply to itinerant personnel.

12 SENIORITY

12.1 GENERAL PROCEDURES

12.1.1 Seniority shall accrue county-wide for each year of continuous service (continuous service being defined as the most recent date of employment to the present) in Hillsborough County.

12.1.2 Seniority shall accrue to all full-time teachers. A teacher contracted for more than 196 days of service shall not accrue extra time for seniority.

12.1.3 In the event of a tie in the beginning employment dates, seniority shall accrue from the date recorded by the placement supervisor on the Personnel Authorization Form.

12.1.4 The teacher with the most seniority shall have first option to stay in a position or transfer, with such option extended to all teachers on a diminishing basis until one elects to transfer or until such time as the teacher with the least amount of seniority is required to transfer.

12.1.5 Teachers who have been notified in writing that dismissal proceedings are contemplated or teachers on fourth year probation, may not volunteer but shall be transferred if their seniority requires it.

12.1.6 When a specific issue must be resolved involving teachers with equal seniority, it will be resolved by an objective lottery in the presence of the affected parties.

12.1.7 Authorized leaves do not constitute a break in service.

13 LEAVES

13.1 ABSENCE FROM DUTY (ILLNESS OR PERSONAL LEAVE)

13.1.1 A teacher who will be absent from duty shall notify the administration as early as possible, preferably the night before the absence and not later than one hour prior to the teacher's reporting time on the morning of the absence. If a teacher is absent and fails to notify the administration of the date of his/her expected return and a substitute reports, the substitute, not the teacher, shall be entitled to a day's salary.
13.1.2 If prior notification is not possible and the teacher fails to notify the administration one hour prior to the end of the teacher day that he/she expects to return, the substitute shall be asked to continue his/her duty.

13.1.3 All absences from duty must be excused. Teachers who are willfully absent from duty without leave or misrepresent the cause of absence, shall forfeit compensation for the time of such absence, and their contract shall be subject to cancellation by the Board.

13.2 SICK LEAVE BANK

I. Establishment

A. The Sick Leave Bank shall be established and deemed to be in operation when one thousand (1,000) sick leave days have been deposited in the Bank.

II. Membership

A. Any employee may apply for membership to the Sick Leave Bank Committee who is actively on duty and has at least eleven (11) days of accrued sick leave as of August 31, the date of effective enrollment. Those persons wishing to become members of the Sick Leave Bank shall do so by voluntarily applying for membership and contributing one (1) accrued sick leave day to the bank during the time determined and published by the Sick Leave Bank Committee.

B. Membership in the Sick Leave Bank shall be continuous from initial enrollment until an individual member has drawn all Sick Leave Bank Committee approved days for original illness (not to exceed 100 days) or has resigned from the school system.

C. Membership may not be reinstated by a former member returning used days to the bank.

D. Membership shall be qualified by the following conditions:

1. In the event the bank is drawn down to a balance of two hundred (200) sick leave days, each member shall be notified and shall immediately contribute one (1) additional sick leave day in order to continue membership. Members not having one (1) additional sick leave day accrued to their benefit shall not be eligible to continue membership. Such members shall again be eligible when they meet the criteria in II-A.

2. In the event a member draws from the bank, that individual's membership shall be suspended for all subsequent illness and benefits not arising directly out of the original illness or injury. Such individuals may reinstate their membership by meeting the qualifications in II-A.

3. Members of the bank may only contribute days as authorized above and any sick leave days donated to the bank shall be deemed used sick leave by the participating employee and shall not be returned to the employee except as a benefit of membership in the bank.

III. Benefits

A. Eligibility for payment from the sick leave bank shall be determined by the Sick Leave Bank Committee based upon the following:

1. Sick Leave Bank members are not eligible for benefits for a pre-existing condition until after January 1 following the effective date of enrollment.

2. The member must have applied for an extended leave of absence from employment because of their own personal catastrophic illness or accident (excluding Workers' Compensation cases).
3. Sick Leave Bank benefits are not payable for benefits coverable by Workers' Compensation benefits.

4. The member must have exhausted all accumulated sick leave and have missed ten (10) consecutive workdays without pay.

5. The member must make application to the Sick Leave Bank Committee by submitting certificates from two doctors attesting to the member's extended illness or accident. The Sick Leave Bank Committee will provide the necessary forms and determine the required information.

6. Upon approval by the Sick Leave Bank Committee of each application, members will be allowed to draw up to a maximum of one hundred (100) paid sick leave days from the bank. Payment of benefits for these approved 100 days does not have to be continuous for the same illness. However, each request must be accompanied by a new application and the criteria in 1, 2, and 3 above must be met.

7. All cases shall be reviewed when the 50th day of benefits is reached. The committee may request additional medical certification.

B. Utilization of paid sick leave will be determined based upon the following:

1. The Sick Leave Bank days, for payment purposes, are only effective on the days which are normally paid days for each particular job classification.

2. Members of the Sick Leave Bank who are drawing benefits are not eligible for sick leave or vacation accrual. Paid holidays occurring during the approved benefit period will be paid as a benefit of the Sick Leave Bank.

3. During the duration of the coverage by the Sick Leave Bank days, the recipient is responsible for submitting updated medical statements from both physicians at the end of each month or as otherwise advised by the committee's chairperson. This should be forwarded to the attention of the Chairperson of the Sick Leave Bank Committee.

4. When the physician(s) releases the member for return to duty, the member is required immediately to advise the chairperson of the Sick Leave Bank Committee of this change in status. A member who fails to advise the Chairperson of the release from a physician to return to work shall forfeit their rights to all sick leave bank benefits paid after the release and shall be personally liable for restitution to the bank of all unauthorized funds received.

IV. Administration

A. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.

B. The Sick Leave Bank Committee shall be the final authority on all disputes concerning membership applications, benefit applications and on other matters that may come before the committee.

C. The Sick Leave Bank Committee shall be a committee consisting of:

1. Three representatives appointed by CTA
2. Four representatives appointed by the Superintendent

D. The chairperson shall have no voting power except in a tie breaking situation.
E. Enrollment forms and applications for benefits may be obtained from the Non-Instructional Personnel Office.

F. Specific rules for the implementation of this bank may be developed by the Sick Leave Bank Committee.

G. Sick Leave Bank members shall be given an annual report of usage.

H. The membership eligibility and benefits (100 days) of the Sick Leave Bank may be changed when two-thirds of the Sick Leave Bank Committee recommends to the Sick Leave Bank membership such a change. This change shall be approved by a majority vote of the voting members of the Sick Leave Bank.

V. The Sick Leave Bank Committee shall function as follows:

A. The Chairperson shall be responsible for conducting the meetings, corresponding with all applicants and attending to all other business of the committee.

B. The Chairperson shall select the Vice-Chairperson. The Vice-Chairperson shall be responsible for conducting the annual enrollment and to act in the chairperson capacity in the absence of the chairperson.

C. Quorum shall consist of three members plus the chairperson or vice-chairperson.

13.3 ILLNESS LEAVE (SICK LEAVE)

13.3.1 A teacher who is unable to perform his school duties because of his illness or because of the illness or death of his father, mother, brother, sister, husband, wife, child, father-in-law, son-in-law, daughter-in-law, mother-in-law, stepfather, stepmother, brother-in-law, stepbrother, halfbrother, sister-in-law, stepsister, halfsister, stepchild, uncle, aunt, niece, nephew, grandparents, grandchild, or members of his own household (a person residing in the house wherein the member resides, or in another house upon the same premises) is entitled to four days of sick leave as of the first day of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment which shall be credited to the member at the end of that month, and which shall not be used prior to the time it is earned and credited to the member, provided that the member shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. Such sick leave shall be cumulative from year to year; provided there shall be no limit on the number of days of sick leave a member of the instructional staff may accrue; and provided, further, that at least one-half of this cumulative leave must be established within the district granting such leave.

13.3.2 All claims for sick leave must be approved by the principal who shall make the report to the payroll section with a payroll voucher, and by such person as is designated by the Superintendent for this purpose. All such claims shall be substantiated by filing of the appropriate form immediately upon return of the teacher to duty or during the course of his illness, as may be needed. The Superintendent is authorized to require a certificate of illness from a licensed physician or from the County Health Officer if such is deemed necessary. Full compensation shall be made for the time missed for justifiable absence in accordance with the Florida School Laws.

13.3.3 Teachers who remain on duty one-half school day are to be reported to the Payroll Office on the attendance report as being on duty one-half day. Time less than one-half day not on duty should be recorded by the school office. Teachers who remain on duty longer than one-half day of a school day but less than a full day (seven hours and thirty-five minutes) are to be reported as being on duty a full day. Time less than a full day not on duty should be recorded by the school office. When a teacher's non-duty (leave) time recorded in the school office accumulates to one-half school day, the time is to be
reported as personal or sick leave, indicating dates actual leaves occurred, to
the Payroll Office. The payroll for that period would be adjusted to reflect
the one-half day accumulated personal or sick leave.

13.3.4 A teacher may requisition his former employing Florida school district to
transfer his accrued sick leave to the Hillsborough County School District.
The Hillsborough County School District shall add to the teacher's sick leave
account the transferred sick leave days at a rate as earned according to the
law, provided that at least one-half of this accumulative leave must be
established within the district granting such leave.

13.3.5 When sick leave is to be used continuously just prior to and continuously with
a resignation or long-term leave without pay, the teacher shall notify the
principal of his/her intention to do so. The teacher will be replaced by a
temporary teacher at once during the period of time in which the teacher
collects sick leave. Such an extended use of sick leave shall require
verification from a medical doctor of the illness or condition requiring the
absence.

13.4 SHORT TERM LEAVES - GENERAL PROVISIONS

13.4.1 Short term leaves (leaves for a maximum of thirty calendar days) are granted
for short periods of time when a teacher is absent from his assigned post.
These leaves will not break continuity of service. The Superintendent shall
have authority to approve (or to delegate responsibility for approving) all
short term leaves.

13.4.2 With the exception of Personal Leave with Pay and Professional Duty Within the
County Leave, all other leave requests must be submitted on the Request for
Leave of Absence form and received in the Personnel Office three workdays prior
to the effective date of leave.

13.5 PERSONAL LEAVE WITH PAY

13.5.1 Four days per school year for personal leave may be charged to sick leave. The
regular Request for Leave of Absence form will not be necessary but the
administrator or designee shall be notified in person or by phone prior to the
teacher taking leave. This notification does not imply a need for approval.
Immediately following the absence, a sick leave form shall be submitted stating
that the absence was for "personal reasons." (See Section 13.1)

13.6 PROFESSIONAL DUTY WITHIN THE COUNTY

13.6.1 Professional duty within the county is not considered a leave of absence. It
is approval granted by the appropriate administrator for a teacher to be
temporarily absent from his regular duties and place of employment for the
purpose of performing other educational services in-county. No leave form
shall be required for individuals performing professional duty within the
county or on a Board approved field trip in or out of county.

13.6.2 Any use of a substitute for a teacher who is on inter-school visitation must
have prior written approval of the Assistant Superintendent for Administration.

13.7 PROFESSIONAL DUTY OUT-OF-COUNTY

13.7.1 The request of an individual for Professional Duty outside of Hillsborough
County must be submitted on a "Request for Leave" form to the appropriate
administrator and to the Personnel Office for final approval at least three
working days prior to the first day of absence. Approval for use of a
substitute and/or travel must be made by the appropriate Assistant
Superintendent. However such leave shall be granted when the teacher can
demonstrate that he or she is an officer or board member of the state or
national curriculum or subject area group which is sponsoring the event for
which the leave is sought.
13.8 PROFESSIONAL DUTY - OUT-OF-COUNTY - STUDENT DAY (GROUP)

13.8.1 When a subject area group of teachers (social studies, counselors, etc.) desire to attend a conference, convention, workshop, etc., they will present a request for approval of the trip to the appropriate General Director of Instruction who is responsible for their program at least three weeks in advance of the trip.

13.8.2 The appropriate General Director of Instruction will present the request to the Superintendent and his staff for approval at the next staff meeting.

13.8.3 A maximum of ten percent of the total group shall be given approved leave to represent their group. Such leave must be submitted on the Leave of Absence form to the appropriate administrator in time for him to forward to the Personnel Office at least three working days prior to the first day of absence.

13.8.4 Participants representing any group shall be selected on an equitable basis by the group (rotation, election, etc.).

13.8.5 Officers or board members of the group shall not be counted in the ten percent maximum allowable for any group participating in a meeting, but would be considered as participants above the maximum upon demonstrating their status to the Personnel Office.

13.9 PROFESSIONAL DUTY - OUT-OF-COUNTY - NON-STUDENT DAY (GROUP)

13.9.1 If a subject area group of teachers desires to attend a county approved conference, convention, workshop, etc., approved by the Superintendent and staff on a day students are not in school, no maximum shall be set and leaves will be granted to all teachers who submit the Request for Leave of Absence form to the appropriate administrator and to the Personnel Office at least three working days prior to the first day of absence. A request for the approval of the trip shall be submitted to the appropriate Assistant Superintendent at least three weeks prior to the date of the anticipated absence.

13.10 ILLNESS AND ACCIDENT IN LINE OF DUTY

13.10.1 Any employee shall be entitled to illness or accident in-line-of-duty leave when he is absent from his duties because of a personal injury received in the discharge of duty or because of certain infectious or contagious childhood diseases contracted in school work.

13.10.2 The principal or administrator in charge, upon notification by an employee of an on-the-job injury, shall complete in detail a "Notice of Injury" report and forward it in the next school mail to the Risk Management and Safety Section, School Administrative Center.

13.10.3 If medical treatment is necessary due to an on-the-job injury, the injured person shall be given a completed "Referral for Medical Treatment" form which will enable the employee to report to a doctor or hospital. The bottom portion of this form should be completed by medical personnel and returned to the Risk Management and Safety Section, School Administrative Center. Except for emergencies, an employee needing care from a doctor must use only doctors listed on Risk Management's "List of Approved Doctors." An employee may not change doctors without Risk Management approval.

13.10.4 The employee shall receive normal pay for the day of the injury. Upon recommendation of Risk Management, the School Board will also pay normal salary to an employee who is injured on the job or has certain job related illnesses for the first ten working days following such illness or injury. The maximum amount of paid days shall be ten days per injury with a maximum of ten days per year (July 1 - June 30). The employee must use the regular leave form to request paid days and submit to Risk Management for approval. The Risk Management Section will approve payment of the first paid day after an injury without proof of medical treatment. Approval of more than this first day will not be granted unless medical proof is attached indicating the employee is unable to work due to the injury. An employee who is given paid days will be reported in Code B of the payroll.
13.10.5 After the ten day period, the injured employee has a choice of receiving Workers' Compensation benefits only, or supplementing Workers' Compensation benefits by utilizing a portion of a sick day to provide full salary equivalent. The combined benefits of both Workers' Compensation and paid days sometimes result in overpayments to an employee which must be returned.

13.10.6 If a doctor recommends an employee for light duty (limited/restricted duty), the employee must be able to fulfill his work responsibilities. The work location supervisor must allow the employee to return to work and insure that the employee does not exceed the doctor's limitations for up to ten working days. If these ten working days expire and the employee is still unable to return to full unlimited duty, the employee must obtain another doctor's statement requesting up to ten additional days of limited duty. At the completion of this second ten days of limited duty, the employee must return to full duty or be placed on temporary total disability until able to return to unrestricted duty. Light duty status is only available for approved Workers' Compensation claimants, not for individuals returning from personal illness or injury.

13.10.7 In addition to all Workers' Compensation benefits, employees shall also be entitled to illness in-line-of-duty leave when they are absent from duties because of certain illnesses contracted at work. This policy is intended to deal with such uncommon diseases or infestations as infectious hepatitis, meningitis, scarlet fever, and the illnesses normally related to childhood diseases such as mumps, measles, chicken pox, head lice, pink eye, scabies or impetigo. This does not include the normal adult illnesses such as the common cold, influenza, etc. (Children found to contain these illnesses or infestations shall be immediately, except in emergency, excluded from the classroom and shall not be allowed to return to school until such time as the condition no longer exists.) This extended benefit is not covered under the Workers' Compensation law, therefore employees must seek medical care on their own (without a medical referral form) and present their bills to the principal/supervisor. To receive benefits, the supervisor/principal must send a memo to Risk Management stating that the employee was personally exposed to a specific illness. Medical bills and leave of absence forms should be attached. Risk Management may specify maximum benefits for certain illnesses.

13.10.8 When a health hazard exists at a work location that necessitates preventive action or treatment, such as taking shots, to protect employees, the School Board shall make arrangements through the Health Department or other agency for such preventive action or treatment at the work location at no cost to employees.

13.11 JURY DUTY OR COURT WITNESS

13.11.1 Any teacher of the school system when called for jury duty or subpoenaed as a witness to an incident which does not involve himself shall be considered on temporary duty elsewhere and shall receive pay for his time on jury duty and while answering the subpoena. A copy of the court order or subpoena must be attached to the Request for Leave form.

13.12 MILITARY RESERVE LEAVE

13.12.1 Teachers who are members of state and national reserve units shall be entitled to leave of absence, without loss of pay, on days they are on active duty. Reservists must plan their tour of duty during vacation when possible. Request for excused absence and a copy of official orders must be submitted in advance. This policy covers the two weeks' active duty leave.

13.13 STUDY AND WORK SHOP LEAVE

13.13.1 Study leave for ten months teaching personnel during post and/or pre-planning college study may be granted for attendance at summer sessions of colleges and universities in an area related to education. Reasonable time allowance for travel may be granted provided it does not interfere with the applicant's teaching duties. Applicants must submit their requests on the Request for Leave of Absence form and attach a copy of the college brochures showing the summer session dates.
A transcript of the courses taken or the degree earned is to be submitted to the Personnel Office following the summer leave. All personnel on this type of leave shall receive salary as though they were on duty in the school.

Teachers may secure professional leave with pay for the time spent at a state workshop if they attend at the request of the State Department of Education. The college credits earned in either case must be recorded with the Personnel Office.

The Board may grant teachers contracted for twelve months of employment three weeks' professional leave with compensation during any school year when school is not in session, provided that such leave shall be cumulative for not more than two years and that a maximum of six weeks be allowed each individual during each five-year period. Such leave shall be for professional study in an area related to education.

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PERSONAL LEAVE (SHORT TERM) WITHOUT PAY

A teacher may be granted temporary personal leave (maximum of thirty days) without pay, when extenuating circumstances dictate. This leave cannot be extended, but a new leave request can be made if the situation warrants it.

EXTENDED LEAVES - GENERAL PROVISIONS

Extended leaves (leaves for more than thirty calendar days) are granted for one school year, the remainder of a school year; for a definite period of time within the school year. A "Request for Leave of Absence" form must be submitted to the Personnel Office twenty days before the effective date of the leave, except in cases of emergency.

When any extended leave is taken for the remainder of the second semester, the teacher on such leave shall be eligible to apply for another extended leave for all of the next school year. A teacher granted this provision shall be considered to be on a single extended leave.

Leaves ending within the school year may be extended through the end of that school year. New leaves may be granted at the discretion of the Board. Any request for leave of absence must receive the approval of the teacher's principal or immediate supervisor and the Assistant Superintendent for Personnel. All extended leaves must be approved by the Board.

Retirement funds may not be withdrawn while on leave. Teachers desiring retirement credit for an "eligible leave of absence" must notify the Retirement Division through application. This application can only be completed after the Board has approved the leave and should be processed prior to commencement of the leave.

Leave for certified teachers is not considered a termination of employment. Upon expiration of the leave, a teacher shall be returned to the school and subject area (Elementary see Section 11.4.7 e) where he/she previously served.

A temporary appointment will be made to fill the position vacated by a teacher on leave. Temporary appointments will ordinarily be made for an entire school year, or should a leave be granted for less than a school year, for the duration of the leave.

HEALTH LEAVE

A teacher may be granted a health leave without pay. A physician's certificate must be submitted with the Request for Leave form. A physician's certificate must also be submitted to certify that the teacher is ready to return to work. A second health leave may be requested. Health leave shall be limited to two continuous leaves for the same illness.

Teachers will be placed on health leave when accrued sick leave is exhausted and thirty-one (31) days beyond accrued sick leave have expired. The health leave shall be for a specific period of time based on a doctor's certificate or for thirty-one (31) days if the doctor is unable to certify a return date. Teachers may return after each thirty-one (31) day period with one week's notice and a physician statement that the teacher is able to return to work.
13.17 MILITARY LEAVE

13.17.1 Teachers who volunteer in time of national emergency or who are drafted for military service in the Armed Forces of the United States or the State of Florida in fulfillment of obligations under selective service laws are eligible for military leave without pay. Orders for induction must be submitted with the Request for Leave form. A maximum of five years' leave may be granted unless a state of emergency exists. Any teacher granted a military leave must, upon his return, submit to the Board a copy of his discharge papers from the service. Failure on the part of the teacher to submit this verification will invalidate the leave of absence and constitute a break in service. Teachers returning from military leave will be credited with a year's experience for determining salary benefits, rights, and privileges for each year on leave. Teachers on military leave should not expect reassignment during the school year.

13.18 PROFESSIONAL LEAVE

13.18.1 Professional leave without pay shall be granted for professional study at a college or university in an area related to education. The teacher must be a full-time student or receiving a degree, hold a Graduate or higher certificate certifying him in his field of assignment and hold tenure in Hillsborough County. Additional leaves may be requested; however, no more than three consecutive professional leaves may be granted. Any teacher granted a professional leave must, upon his/her return, or prior to requesting additional leave, submit to the Board a transcript or record from a college or university showing a degree or credit earned while he/she has been a full-time student at the college or university. Failure on the part of the teacher to submit a statement will invalidate the leave of absence and constitute a break in service.

13.18.2 Professional leave without pay shall be granted for:
A. Service in the Peace Corps
B. Teaching experience in a foreign country
C. Study or work related to a state or national scholarship or grant

13.18.3 A teacher returning from professional leave after July 1, 1967, will be credited with a year's experience for determining salary benefits, rights, and privileges for each year on leave.

13.18.4 Teachers on professional leave should not expect reassignment during the school year.

13.19 PERSONAL LEAVE (EXTENDED) WITHOUT PAY

13.19.1 A teacher may be granted leave without pay upon earning tenure in Hillsborough County. An additional personal leave may be granted after each three years of teaching experience in the Hillsborough County School System.

13.19.2 A teacher cannot accept full-time employment while on personal leave unless the spouse is enrolled as a full-time student or is serving on military duty.

13.20 MATERNITY, CHILD CARE, ADOPTION AND FAMILY CARE LEAVE

13.20.1 Teachers who have knowledge of a health or adoption related circumstance which will require their absence from school shall inform the principal.

13.20.2 Teachers must inform the principal of the anticipated date that their absence will begin and the anticipated date of return.

13.20.3 Pregnant teachers may use sick leave or unpaid maternity leave anytime before the child's birth and for a maximum of two calendar months after the child's birth for normal recuperation. At the end of the two month period, the teacher must return to work or request an extended child care leave.
13.20.4 A leave for maternity, adoption, child care or family care may be granted for any period of more than thirty (30) days as per 13.15.1. Only one maternity or adoption leave may be granted for a single child. Only one child care leave may be granted for a single child. Leaves should be requested twenty (20) days prior to the beginning date of the leave.

13.20.5 A teacher may not use sick leave for the adoption of a well child.

13.21 RETURN TO POSITION AFTER EXTENDED LEAVE
13.21.1 A teacher granted an extended leave of absence during the school term, may not expect reassignment until the end of the leave. The teacher must notify the Personnel Office and his/her principal by April 15 of his/her intention to return.

13.21.2 Leave for certified teachers is not considered a termination of employment. Upon expiration of the leave, a teacher shall be returned to the school and subject area (Elementary see 11.4.6 e) where he/she previously served.

13.21.3 Teachers may return to work before the expiration of their leave under the following conditions:

a) When the conditions change for which a teacher takes leave, he may transfer from leave to a Temporary Appointment vacancy. The position from which he is on leave is reserved for him.

b) When the conditions change from which a teacher takes leave, he/she may transfer from leave to a regular vacancy in another school or to a position in the same school, either for the remainder of the school year, or permanently with the mutual agreement of the principal and the teacher.

c) If the transfer is one for the remainder of the year, the position from which he is on leave is reserved for him. If the transfer is a permanent one, the position from which the teacher is on leave is no longer reserved for him.

13.22 ACTING PRINCIPAL
13.22.1 If a classroom teacher is placed in charge of a building during the absence of the administrator from the building, the teacher will remain in the classroom unless an emergency requires him to go to the office. The special area teacher will temporarily take the teacher's place in the classroom until the teacher is able to return if at all possible. However, if the principal is expected to be absent for five days or longer, a substitute shall be hired to teach the classes of the Acting Principal.

13.22.2 It is recommended that when possible a teacher who is requested to substitute for an administrator in his absence hold certification in administration and/or supervision and that the teacher shall have shown an interest and willingness to accept the responsibility.

13.22.3 The acting principal shall have the authority to make decisions in dealing with problems which might occur during the absence of the school administrator. Because of the decision-making required on a day to day basis by building administrators, their absence shall be kept to a minimum.

14 TEACHER FACILITIES AND FACULTY STEERING COMMITTEE
14.1 PHYSICAL SPACE FOR TEACHERS
14.1.1 Each school will have the following facilities:

a) Space in each classroom in which teachers may store instructional materials and supplies. Itinerant teachers shall be provided space for the storage of their records and materials at each school.

b) An individual work space.
c) Well-lighted and clean teacher rest rooms.

d) A work room for teachers containing equipment and supplies to aid in the
preparation of instructional materials.

e) A furnished room to be used as a faculty lounge. Such room will be in
addition to the aforementioned teacher work room.

f) Telephone service available to teachers to conduct school business which
permits privacy of conversation.

g) Space in the parking lot at each school will be reserved for teacher
parking.

14.1.2 Consideration shall be given to safety and security of teachers' cars when
assigning teacher parking areas.

14.1.3 Teachers shall be provided with dining space and facilities apart from students
if possible. In those schools where lack of space prohibits a separate dining
room, an area within the student lunchroom will be established by use of
available visual barriers, such as bookcases, etc. This will not prevent a
teacher from dining with his/her students or at another area (classrooms
excluded) in the school if he/she desires to do so.

14.1.4 By the last day of pre-planning, furniture and equipment shall have been placed
in the teacher's assigned class or station if possible.

14.1.5 Supplies and their distribution shall be handled through a central location and
invoices shall be available to teachers upon request.

14.1.6 A teacher's right to the privacy of his/her mail shall be maintained.

14.1.7 Teachers placing a written order or request for supplies, equipment or
materials with their principal or immediate supervisor, shall receive a written
response to the disposition of the request within two weeks.

14.2 FACULTY STEERING COMMITTEE

The administrator at each work location shall establish a faculty steering
committee that include teacher representation from each department or grade
level, and special services area.

The purpose of this committee is to act in an advisory capacity to the building
administrator. The committee shall meet on a monthly basis to provide faculty
input in developing an administration-faculty team approach to solving
problems, making improvements, and arriving at decisions in areas affecting the
general faculty and/or student body. Minutes from all Steering Committee
meetings shall be published and distributed.

The faculty steering committee, in addition to its general advisory function,
shall have the specific responsibilities to assist the building administrator
in the following areas.

1. School Budget
The steering committee shall assist the principal in preparing and reviewing
the school's county budget. This budget shall provide a breakdown of the
projected allocation of funds by departments or grade levels for the school and
be distributed and discussed with the faculty during pre-planning. Any changes
in the budget shall require review of the steering committee, and such changes
will be distributed to the teachers affected.

2. Faculty Account
Each school shall establish a faculty account for monies generated by the
faculty at each school (vending machine profits, energy funds, etc.). The
funds in this account may be used individually and/or collectively by the
school's personnel. Approval of the Steering Committee shall be necessary
before these funds are expended.
3. Textbook Utilization
The steering committee shall have the responsibility to assist the principal in implementing county guidelines regarding textbook utilization in the school.

4. Forms Review
The steering committee shall have the responsibility to review the use of any individual school form.

15 STUDENT MANAGEMENT AND PROTECTION OF TEACHERS

15.1 LEGAL AID AND LIABILITY INSURANCE

15.1.1 The Board will retain independent legal counsel for any teacher sued in court wherein such conduct was reasonable in carrying out his duties in accordance with the policy of the Board, the rules and regulations of the State Department of Education, and the laws of the State of Florida.

15.1.2 The Board shall maintain a liability policy for teachers while carrying out their duties and responsibilities with the exclusion of corporal punishment.

15.2 TEACHER PHYSICAL ASSAULT

15.2.1 Any teacher who has suffered an assault in connection with his/her employment shall immediately make a written report, within seventy-two hours, of the circumstances thereof to his/her administrator in triplicate on the appropriate form. The administrator must verify the facts connected with the assault including names of those involved and submit the original report of assault to the Assistant Superintendent for Administration and Operations, and send a copy of the report to Risk Management within seventy-two hours of the event being reported. A copy of the assault report shall be retained by the principal, and a copy furnished the individual assaulted.

15.2.2 In addition, a teacher who has suffered an assault shall make supplemental written reports attaching copies of any summons, complaints, process information, indictment, notice or demand served upon him in connection with such assault within five days after he has been served therewith, and report the final disposition of any such proceeding.

15.2.3 School Security shall investigate any reported teacher assault and make a full report, within three workdays to the Office of Risk Management. Such reports shall be available to the Association and the individual who suffered the assault.

15.3 SAFETY OF STUDENTS AND TEACHERS

15.3.1 Teachers shall not be required to serve as security personnel during a period of civil disobedience, bomb threats, or assaults on students or teachers by trespassers. Teachers have the duty to see that their students are protected while under their supervision.

15.3.2 In the event that school authorities cannot maintain order, the administrator shall be required to call for city and/or county police officials to restore order.

15.3.3 If, on a day to day basis, school authorities are unable to provide for the safety of the students and teachers, the school system shall call on the services of the Security Department as needed to maintain order.

15.3.4 In those cases where the number of disruptors and/or the activities being engaged in by the disruptors jeopardizes the safety of students and teachers as determined by the Superintendent and/or Board, school shall be closed, as prescribed by law, until such time as school can resume without fear for injury or abusive treatment.

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15.3.5 Each teacher at any school shall assume such authority for the control of pupils as may be assigned to him by the administrator and shall keep good order in the classroom and in other places in which he is assigned to be in charge of pupils. Corporal punishment shall be administered only by the principal of the school or a person within the school designated by the principal (example: dean of students), or by a teacher in the presence of the principal or designee, after consulting the principal. In no case shall the punishment be degrading or unduly severe as to its nature.

15.3.6 A teacher having a serious problem with a student may refer that student to the office. The teacher shall provide the office with all necessary information on the student's behavioral problem. The responsible school administrator shall confer with the student and report the results to the teacher. If a psychological study is necessary, the teacher shall have the results available for a reference.

15.3.7 Following such a conference, one of several courses of action shall be taken:

a) The student shall be returned to the class with the understanding that he will correct his behavior.

b) Depending upon the seriousness of the infraction, the student may be returned to class while his case is being referred to an administrator or special services.

15.3.8 The administrator (may in elementary, shall in secondary) notify the police if the administrator determines that a student is extorting money or articles, possesses or sells narcotics, commits or attempts arson, makes a false report of fire or bombs, uses or possesses alcoholic beverages, engages in serious theft or vandalism, or possesses and sells fireworks, carries dangerous weapons, intimidates school personnel, or engages in other felonious conduct. Any student charged with any of these offenses must be suspended from school pending a hearing. Violation of this nature shall be grounds for expulsion.

15.3.9 Teachers may refer a student to the office for profanity, obscenity, fighting, gambling, class skips, deliberate and open defiance of authority, inciting others to violence or disobedience, possession of pornographic materials, petty theft or vandalism, trespassing, refusal to identify self, or other disruptive behavior. Infractions of this nature shall be grounds for suspension and/or expulsion.

15.4 Suspension may result from any persistent disobedience that interferes with the well-being of other students or that prevents the teacher from carrying on normal class activities.

15.4.1 An elementary student who physically assaults a teacher may be suspended and/or expelled.

15.4.2 When a secondary administrator determines that a student has physically assaulted a teacher, the student shall be suspended and/or recommended for expulsion. The police shall be notified in those cases when an injury has occurred.

15.4.3 A continuous record of student discipline cases shall be maintained in a place available for staff use.

15.4.4 Teachers shall receive a written report on the county referral form of action taken within three (3) workdays after a student is referred to the administration for disciplinary action.

16 PERSONNEL FILES AND TEACHER EVALUATION

16.1 PERSONNEL FILES

16.1.1 All teacher files shall be maintained under the following conditions:
a) The personnel file of each employee shall be open to inspection only by
the School Board, the Superintendent, the principal, the employee himself
and such other persons as the employee or the Superintendent may authorize
in writing.

b) Except for required confidential references, all material placed in the
teacher's file and originating within the school district, shall be
available to the teacher at his/her request for inspection. Except for
required confidential references, material originating within the school
district which is derogatory to a teacher's conduct, service, character or
personality shall not be placed in the teacher's file unless the teacher
has had an opportunity to read it. The teacher shall acknowledge that
he/she has read such material by affixing his/her signature to the actual
copy to be filed. Such signature in no way indicates agreement with the
content of such material. If the teacher refuses to sign, the Personnel
Office may file the material. The teacher shall have a right to answer
any material filed and his/her answer shall be reviewed by the Assistant
Superintendent for Personnel Services and attached to the file copy.
Before disciplinary action is brought against a teacher, any material to
be used in the action must be reviewed with the teacher.

c) All references and information originating outside the school district on
the basis of confidentiality and information obtained within the school
district in the process of evaluating the teacher for employment shall not
be subject to this agreement and, therefore, shall not be available for
inspection by the teacher.

d) Teachers and such other persons as the teacher may authorize in writing
shall have the right to duplicate any information in their personnel
files, except as excluded above.

16.2 EVALUATION OF INSTRUCTIONAL PERSONNEL

16.2.1 For the purpose of improving the quality of instructional, administrative and
supervisory services in the public schools of the state, the County
Superintendent shall establish procedures for assessing the performance of
duties and responsibilities of all instructional, administrative, and
supervisory personnel employed in his county. A complete statement of the
criteria and procedure to be used shall be furnished the Florida Commissioner
of Education and shall include but not be limited to the following provisions:

a) Each individual must be assessed at least once a year.

b) A written record of each assessment shall be kept in the County Office.

c) The County Superintendent, the administrator, or the person directly
responsible for the supervision of the individual shall make the
assessment.

d) Prior to the written assessment, each individual shall be informed of the
criteria and the procedure to be used.

e) The written report of the assessment for each individual shall be shown to
him and discussed with him by the person responsible for preparing the
report. A copy of the written evaluation will be given to the individual.

f) The assessment files shall be open only to the Board, the Superintendent,
the principal, the person himself, and such other individual as the person
or County Superintendent may authorize in writing.

16.3 EVALUATION PHILOSOPHY

16.3.1 The purpose of the evaluation is to improve instruction and to increase the
teacher's effectiveness in the classroom.
16.4 EVALUATION PROCEDURE

16.4.1 Each teacher will evaluate himself two times during each school year using the appropriate adopted Teacher Evaluation Form for his area and/or speciality. The use of an inappropriate evaluation form will invalidate the evaluation and the correct form will have to be used. The self-evaluation will be turned in to the administrator or immediate supervisor for his information on the first working day in December and March. The December evaluations, which are to be kept at the work location, will be signed by the administrator and a copy returned to the teacher by January 5. In areas of disagreement where the administrator or immediate supervisor has checked Unsatisfactory Performance or number 4 in Department of Student Services form, recommendations for improvement will be made in writing to the teacher. The teacher will also have the opportunity to make written comments. The December evaluation shall be optional at the discretion of the principal for tenured teachers.

16.4.2 The administrator or immediate supervisor where there is no administrator shall have the responsibility to evaluate each teacher one time each year. Ancillary personnel (i.e. Guidance Counselor, PREP specialist, CIS, Department Heads) may give input and assist on teacher evaluations.

16.4.3 A copy of the second evaluation shall be given to the teacher and a copy sent to the Personnel Office by April 1 for annual contract teachers and by May 1 for tenure teachers.

17 TENURE

17.1 TENURE PROCEDURE

17.1.1 Tenure has been provided for Hillsborough County teachers by legislative act.

17.1.2 To be eligible for tenure and to remain on tenure, the teacher shall have a regular valid Florida teacher certificate.

17.1.3 New teachers shall have completed three consecutive years of teaching in Hillsborough County and shall have received a fourth appointment without reservation. A teacher who has previously held continuing contract in any county in this state shall serve a probationary period of two consecutive years.

17.1.4 If a teacher is being appointed for a fourth consecutive year, and the administrator wishes to ask the teacher to serve an additional year of probation, the reason for the request must be stated by the administrator in writing and a copy must be given to the teacher. A statement from the teacher agreeing to serve the additional probationary year under the requesting administrator shall also be attached to the recommendation for renomination. Thereafter, the Board will act with respect to the recommendation.

17.1.5 A teacher who is promoted to a higher position or transfers to a position other than classroom teaching may qualify for tenure in the new position.

17.1.6 A teacher may earn tenure in any of the positions included in the teacher bargaining unit.

17.1.7 A tenure teacher may be employed into a temporary appointment.

17.1.8 A copy of the tenure law shall be placed in each work location.

18 SEPARATION FROM EMPLOYMENT

18.1 SUSPENSION PRIOR TO DISMISSAL PROCEEDINGS

18.1.1 Any Hillsborough County teacher arrested for a felony, or for a misdemeanor involving moral turpitude, may be immediately suspended from duty by the Superintendent according to the following procedure:

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a) The Superintendent will notify the individual involved that he is relieving him of his assigned duties and is recommending him for termination as of this date.

b) The Superintendent will notify the individual that he will recommend to the Board at its next meeting that dismissal proceedings be initiated.

c) An attorney will be selected by the Superintendent to prepare the charges against the teacher.

d) The Superintendent will file charges against the teacher with the Board at the next meeting and request the Board to set a date to hear the charges.

e) The charges will be served on the teacher with a notice of time and place of the hearing. The teacher must be served notice of the charges not less than ten days prior to such hearing.

18.2 SUSPENSION

18.2.1 When a teacher is involved in an incident related to his/her employment which the Superintendent feels warrants his review, the Superintendent shall hold a hearing with the parties involved in order to insure due process.

Within ten days after the review, the Superintendent will send his findings to the teacher. Under this provision, the teacher may be suspended without pay up to ten days.

18.2.2 If the teacher does not agree with the Superintendent's findings, he may appeal the Superintendent's decision to the School Board in writing within ten days.

After the ten day period, the Superintendent's decision is final.

18.2.3 Upon appeal, the Board will review the issue within two official Board meetings after the request is made.

The Board will submit its decision to the teacher within ten days after the review.

18.3 DISMISSAL FROM EMPLOYMENT

18.3.1 Any Hillsborough County teacher may be discharged from employment in accordance with the grounds and procedures set forth in Chapter 69-1146, Laws of Florida, 1969.

18.3.2 Administrators and supervisors shall use the Procedural Manual negotiated in 1973 as a guide for renomination and non-renomination (See Appendix). The manual will be placed in the school professional libraries.

18.3.3 All conferences with teachers related to unsatisfactory performance after a teacher has been notified that dismissal proceedings are contemplated, shall be summarized in writing by the administrator with a copy furnished to the teacher. The teacher shall have the right to have a representative from the Association staff present at a conference related to teacher dismissal.

18.3.4 A teacher may submit written comments to be filed with the summary to any disagreement on the content.

18.3.5 Teachers under contract with the Board shall not be required to submit to a psychiatric examination unless the Superintendent contemplates bringing charges against said teacher pursuant to the Teacher Tenure Law. If such examination is requested, it shall be at the Board's expense. The institution of such a request and the results of the test shall be kept confidential by the Board unless formal charges are brought.

18.3.6 Teachers may request the building representative to be present at any meeting or conference related to a teacher's conduct or performance where two or more administrators are present.
18.3.7 Teachers may request a member of the Association staff to be present at any meeting or conference related to a teacher’s conduct or performance where a county-level administrator is present.

18.4 PROCEDURES FOR TEACHERS NOT RENOMINATED

18.4.1 When an annual contract teacher is not renominated, the reasons for such non-renomination shall be given to the teacher in writing with a copy to be sent to the Personnel Office with the renomination list, but not later than March 30. Teachers who are not renominated may request an administrative review before a committee made up of the Assistant Superintendent for Personnel, the Administrative Assistant to the Superintendent, and the appropriate general director of instruction. The administrative review will also be attended by the parties involved including the appropriate general director of administration and the Association staff member.

18.4.2 A request for review shall be made by the teacher or through the Association to the Assistant Superintendent for Personnel no later than fifteen workdays after notice of non-renomination is received. Upon receipt of the request, a date for review shall then be set by the committee. No review of a teacher non-renomination shall be set earlier than fifteen nor later than thirty workdays after a request is received by the Assistant Superintendent for Personnel.

18.4.3 The Administrative Committee shall have the authority to make the following decisions:

a) Confirm the non-renomination and advise the teacher he is ineligible for reemployment in Hillsborough County Public Schools until the conditions change for which the teacher was not renominated.

b) Overturn the non-renomination and:

1) Leave the teacher in the same school.

2) Transfer the teacher to another school.

3) Place the teacher on fourth year probation.

18.4.4 Within seven workdays of having heard the appeal, the Administrative Committee shall issue a written decision to the parties involved.

18.4.5 A teacher may grieve a non-renomination review on procedural grounds but not the final decision of the Administrative Committee as outlined in 18.4.3.

18.5 RESIGNATION

18.5.1 A teacher who wishes to secure a legal release from his contract shall submit his resignation to the Board on a form adopted for the purpose. The Board will expect the teacher concerned to fulfill the contract until such time as a certified replacement has been secured or for a period not to exceed two weeks.

18.6 RETIREMENT

18.6.1 A teacher planning to retire shall submit his resignation to the Personnel Office at the time he submits to the Retirement System his application for retirement benefits. It is financially advantageous for all who plan to retire to submit resignations and retirement records before the last day of the month preceding that in which they will work their last day.

18.7 EARLY RETIREMENT PLAN

18.7.1 The School Board shall provide an early retirement plan for all teachers with twenty-five or more years of creditable service but less than twenty-eight years of service and who have reached age 55 but are less than age 60 and have
applied for retirement under the Florida Retirement System. The early retirement plan shall provide for no more than the total difference in retirement income between the retirement benefit based on average monthly compensation and creditable service as of the member’s early retirement date and the early retirement benefits.

18.7.2 The early retirement plan document shall govern eligibility and benefits.

18.8 TERMINAL PAY

18.8.1 In order to encourage and reward teachers who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to teachers upon termination of employment at retirement or to their beneficiaries if service is terminated by death. Terminal pay shall be:

a) During the first three (3) years of service with the School Board, an employee will be paid 35 percent of his daily rate of pay times the number of days he has accumulated in sick leave.

b) During the next three (3) years of service with the School Board, an employee will be paid 40 percent of his daily rate of pay times the number of days he has accumulated in sick leave.

c) During the next three (3) years of service with the School Board, an employee will be paid 45 percent of his daily rate of pay times the number of days he has accumulated in sick leave.

d) During the next three (3) years of service with the School Board, an employee will be paid 50 percent of his daily rate of pay times the number of days he has accumulated in sick leave.

e) During and after the 13th year of service with the School Board, an employee will be paid 100 percent of his/her daily rate of pay times the number of days he/she has accumulated in sick leave.

18.8.2 Upon retirement, terminal pay will be calculated using a divisor to determine the daily rate of pay as follows:

A. 196 for 10 month teachers
B. 216 for 11 month teachers
C. 236 for 12 month teachers

18.9 TEACHER LAY-OFF AND REEMPLOYMENT

18.9.1 When programs are discontinued or cut back, the seniority, previous area of assignment and/or certification of those teachers in such programs shall be the governing factors in determining whether or not those teachers are laid off or absorbed into the regular program. The following procedure will be used:

a) The Superintendent and Assistant Superintendents shall determine the area, subject or programs that will lose staff positions for the coming year. Staff shall be laid off in order of least continuous employment in the county within the area of certification from which he/she is being displaced.

b) The Personnel Office will determine how many staff positions in the area, subject or program to lose units are planning to retire, resign or go on leave for the coming year. That number shall reduce the amount of staff members to be laid off the coming year.

c) A teacher to be laid off, who is certified in another area or subject in the bargaining unit, shall have the right to a vacant position in such area or subject.
d) A teacher who has been laid off shall have the option, based on seniority, to select a vacancy in an area for which he/she is not certified provided such laid off teacher signs an agreement to earn six semester hours per year in order to be certified in the new subject area.

e) Laid-off teachers shall have first option for accepting reemployment on a seniority basis, as vacancies for which they are certified open within the bargaining unit until a period of two years has lapsed. No new teachers shall be employed during the two year period until all teachers in subject areas laid off from such assignments have been offered a position.

18.9.2 Upon reemployment, all rights related to salary, fringe benefits and seniority shall be fully restored.

18.9.3 Laid-off teachers may pay the total premium for group life and hospitalization insurance for a period not to exceed two years.

19 COMPLAINTS

19.1 PARENT COMPLAINTS

19.1.1 Whenever a parent brings a complaint against a teacher without first going to the teacher involved, it shall be Board policy to notify the teacher immediately of the parent's complaint. The administrator may offer the aggrieved parent his assistance in arranging a conference between the teacher and parent at a date and time acceptable to both.

19.1.2 If the teacher-parent conference does not resolve the problem, the administrator or his representatives may then become the third party to the conference.

19.2 ADMINISTRATIVE REVIEW

19.2.1 The Association may request an administrative review with the appropriate Assistant Superintendent through the Administrative Assistant when the Association has a concern which it feels affects the welfare of the teachers and/or the system; the use of this procedure does not negate the use of other remedies in the contract.

19.2.2 The time lines contained in the grievance procedure shall be suspended when administrative review is used to attempt to solve a problem.

19.3 PRE-GRIEVANCE CONFERENCE

19.3.1 Before a dispute enters the Grievance Process, the teacher must request a conference with the principal or other immediate supervisor to discuss and attempt to resolve the problem. This conference shall precede all other steps in the Grievance Procedure and the Administrative Review referred to in Section 19.2.

20 GRIEVANCE PROCEDURE

20.1 PURPOSE OF GRIEVANCE PROCEDURE

20.1.1 The purpose of this procedure is to secure, at the administrative level closest to the aggrieved person, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of instructional personnel. Both parties agree that the proceedings shall be confidential at any level of the procedure.

20.1.2 To provide a standard procedure for certified personnel, the Board hereby adopts one procedure which shall be used by instructional personnel. The following definitions, purpose, and procedure shall be observed.
20.2 DEFINITIONS (Grievance Procedure)

20.2.1 A “grievance” is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of the agreement and/or Board policies which have not been resolved as a result of the pre-grievance conference with the principal in the office at the school center, or immediate supervisor elsewhere. Only grievances based upon a dispute involving the interpretation of the agreement shall be arbitrable. All other grievances shall have Level III as the final step.

20.2.2 An “aggrieved” person is the person or persons making the claim.

20.2.3 A “party in interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

20.2.4 The “Association” refers to the teacher employee organization that is recognized as the exclusive bargaining agent.

20.2.5 The term “instructional personnel” shall be deemed to apply to and include teachers, and other employees of the Board who are included in the teachers bargaining unit.

20.3 RIGHTS OF INSTRUCTIONAL PERSONNEL TO BE REPRESENTED

20.3.1 A teacher shall have the right to be represented at Level I by the Association's Building Representative or a member of the Association staff.

20.3.2 A teacher shall have the right to be represented at Level II and above by a member of the Association's staff.

20.3.3 A teacher has the right to represent himself/herself or be represented by another individual at Levels I, II, and III of the grievance procedure. An employee may not be represented by an officer or staff person employed by another teacher association, union, or group.

20.4 MISCELLANEOUS

20.4.1 If, in the judgment of the Association and the Superintendent, a grievance affects a class of instructional personnel, the Association may submit such grievance in writing directly to the Superintendent, and the processing of such grievance shall be commenced at Level II. The Association shall have the unilateral ability to file a grievance at Level II in its own name as a result of a procedural decision at the county level.

20.4.2 Decisions rendered at all levels will be in accordance with the procedures set forth by Board policy, rules and regulations of the State Department of Education, Florida Statutes, and this agreement.

20.4.3 Documents, communications, and records dealing with the processing of a grievance will not be placed in the personnel file of the participants.

20.4.4 Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared by the County Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Each form will be in duplicate and signed by both parties, with each party retaining a copy.

20.4.5 The Board and Association agree to make available to the aggrieved person and his representative all pertinent information not privileged under law or Board policy, in its possession or control, and which is relevant to the issues raised by the grievance.
20.4.6 When it is necessary at Level II or III for a teacher to attend a meeting or hearing during the school day, the Superintendent's office shall so notify the principal of such teacher, and he shall be released without loss of pay and with a substitute provided for such time as his attendance is required at such meetings or hearings.

20.4.7 No grievance shall be recognized unless it shall have been presented at the appropriate level within thirty school days after the aggrieved person knew of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived.

20.4.8 No reprisals of any kind will be taken by the Board or by any members of the administration or instructional personnel against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

20.4.9 The Assistant Superintendent for Personnel shall be provided a written report at each level by the appropriate administrator, stating the grievance, decision reached and the basis for such decision. Copies of said reports, with names of parties and schools omitted, shall be available to the Association on request.

20.5 PROCEDURES

20.5.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.

20.6 LEVEL I

20.6.1 If the pre-grievance conference with the principal or immediate supervisor as defined in Section 19.3 fails to solve the grievance, the person will file on a Level I form the grievance with his principal or immediate supervisor, either directly or together with the Association's designated building representative or staff member, with the objective of resolving the grievance. A written disposition of the grievance will be given to the party in interest within ten school days. Before a principal may make a written disposition of an adverse decision concerning a grievance, he must confer with his area general director.

20.7 LEVEL II

20.7.1 If the aggrieved person is not satisfied with the disposition of his grievance at Level I, or if no decision has been rendered within ten school days after he has first met with the appropriate principal, he may file the grievance on a Level II form with the Superintendent either directly or through the Association's representative within five school days after a decision by the aforesaid principal, or fifteen school days, whichever is sooner. The Superintendent shall have ten school days after receipt of the grievance in which to hold a hearing.

20.7.2 The parties to the grievance may summon witnesses by executing witness forms. The Superintendent will notify the parties involved and witnesses of the date, time, and place of the hearings.

20.7.3 Those permitted in the hearing room during the Level II grievance hearing will include:

a) The Superintendent and/or his designees.

b) Those named as filing the grievance, or in the case of a large group, representatives of that group.

c) CTA administrative officer.

d) School system administrators involved in the grievance.

e) Secretaries to record the proceedings.

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Witnesses will remain in another room and will be called individually to testify. The Superintendent and/or his designee shall brief each witness as he enters the hearing room about the grievance. After the briefing, witnesses shall give a brief background and relate their experience with reference to the grievance.

Decisions rendered by the Superintendent and/or his designee shall be addressed to the party filing the grievance and sent to both parties within ten school days of the final Level II hearing on the issue.

All hearings held at Level II shall be in closed sessions and no news releases shall be made concerning progress of the hearings.

If the aggrieved person is not satisfied with the disposition of his grievance at Level II, or if no decision has been rendered within ten school days after he has first met with the Superintendent or his designee, he may file the grievance on a Level III form with the School Board through the Superintendent either directly or through the Association's representative within five school days after a decision by the Superintendent or his designee, or fifteen workdays, whichever is sooner. The Board shall have fifteen workdays after receipt of the grievance in which to hold a hearing and render a decision.

If the grievance is not solved at Level III to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level III, the Association may move the grievance to arbitration by filing a Level IV form with the Superintendent.

Within ten school days of receipt of the Level IV grievance, the Superintendent and/or his designee will meet with the Association for the purpose of selecting a mutually acceptable arbitrator.

If the parties cannot agree on an arbitrator within ten school days, the Federal Mediation Conciliation Service will be asked to appoint an arbitrator.

The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding upon the parties.

The arbitrator shall give at least ten days' notice in writing to the Association and the Superintendent of the time and place of such hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records, and other evidence pertinent to the issues presented to him for determination.

The hearing shall be concluded within ten days of its commencement. Within ten days after the conclusion of the hearings, the arbitrator shall make written findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the parties involved. The decision of the arbitrator shall be final and binding upon the Association and the Board.

The arbitrator shall conduct the hearings and render his decision upon the basis of a prompt, peaceful, and just settlement of disputes between the teachers and the Board.

Fees and necessary expenses of arbitration shall be borne equally by the Association and the Board.
INSURANCE AND INJURY BENEFITS

21.1 INSURANCE SOLICITATION

21.1.1 Because of the individual responsibility and competitive nature of insurance selection, no solicitation of any type (in person, by hand-out, by mail, etc.) will be allowed on School Board property by any representative of an insurance company, insurance agency, or any organization which makes insurance of any type available.

21.2 HEALTH AND LIFE INSURANCE COVERAGE

21.2.1 The School Board agrees to pay the premium for the employee coverage for comprehensive medical expense insurance which shall pay 80 percent of the covered medical expenses (50 percent for out of hospital treatment for mental or nervous disorders) after the employee pays the first $200 of covered medical expenses in any calendar year ($400 family limit). If the 20 percent coinsurance feature results in an individual paying $750 or more of covered medical expenses in a calendar year, the plan then will pay 100 percent of such excess expenses during the remainder of that calendar year. The plan will also provide a supplementary accident benefit in the amount of $300 and cover convalescent facility expenses incurred during the first 120 days of confinement in a convalescent facility.

21.2.2 The employee may insure his/her family for comprehensive medical expense coverage outlined in Section 21.2.1, provided that he/she pays the additional premium and provided they are enrolled within the first thirty-one days of employment or within the first thirty-one days of a change in dependent coverage. Evidence of insurability will be required after thirty-one days.

21.2.3 HEALTH MAINTENANCE ORGANIZATION

Teachers will be offered membership in a Health Maintenance Organization health plan. Participation shall be voluntary on the part of the employee, and the Board's contribution shall be the same as for other employees who retain the health insurance currently in force.

21.2.4 The School Board agrees to pay the premium for employee coverage for term life insurance. The employee shall designate a beneficiary for the payment of such coverage.

21.2.5 Teachers on leave or on retirement may continue insurance coverage by paying the total premium on a quarterly basis to the school system.

21.2.6 The Board shall continue to provide the employee's health and life insurance when the employee is granted any health leave. However, this obligation shall not extend past the end of the fiscal year in which the health leave was initially granted. Illness beyond accrued sick leave shall not be classified as a health leave.

21.3 TAX SHELTERED PROGRAMS

21.3.1 The Board will identify the companies authorized to sell programs to teachers so long as they qualify and operate under the adopted policies and procedures.

21.3.2 Any amendment to employee contracts for annuity purposes shall be made in the period from August 18 through March 31 of any given year.

21.4 INCOME PROTECTION AND CANCER INSURANCE

21.4.1 The Board will continue the income protection and cancer plans which have been available with the teacher bearing the expense, as long as the two companies continue to allow reasonable group rates, have enrolled a reasonable number of employees which justifies the cost of the deduction, and abide by item 21.1 (Insurance Solicitation) of this contract.
21.5 PERSONAL INJURY BENEFITS RESULTING FROM ASSAULTS

21.5.1 Whenever a teacher is temporarily absent from school and temporarily unable to perform his duties as a result of an assault incurred in the scope and course of his employment and not the result of his own negligence, he will be paid his full salary less the amount of any workers' compensation payment or award made for temporary disability due to said assault for the actual period of such temporary absence, as verified by a doctor, for a total period of up to 12 months from the date of such assault. Such pay shall not exceed the amount an employee is entitled to receive under their contract. Absences directly attributable to an assault will not be charged to sick leave. See Section 15.2 for additional requirements.

21.5.2 The Board shall have the right to have the teacher examined by a physician designated by the Board to assist it in determining the length of time during which the teacher is temporarily unable to perform his duties, and that the disability is attributable to the injury involved. In the event there is an adjudication of the period of temporary disability in the appropriate workers' compensation proceeding, the Board may adopt such adjudication.

21.6 REIMBURSEMENT FOR PERSONAL PROPERTY LOSSES

21.6.1 Whenever a teacher's personal property is soiled, damaged, or destroyed by students or non-students as a result of personal physical assaults, and when such losses occur in the performance of his school duty and if recovery by the Board is not possible through legal means, the teacher may obtain reimbursement by submitting a memo to the Risk Management Department explaining the circumstances. An additional memo from the principal recommending reimbursement is also required. Estimates for damages must be attached to the claim. All such assaults must be reported in accordance with the teacher assault policy (Section 15.2).

21.7 WORKERS' COMPENSATION BENEFITS (ALSO SEE SECTION 13.10)

21.7.1 If payment of salaries by the Board and payment of workers' compensation benefits results in double payment for any period of service, such overpayment shall be returned to the Board. Board payments will cover up to the first ten workdays of absence for each approved injury or illness with a maximum of ten such paid days each fiscal year. To receive more than one paid day for an on-the-job injury, an employee must submit a written excuse from work from a doctor or a medical facility. After the employee goes off the payroll of the Board, the compensation insurance shall be paid to the employee.

21.8 NOTICE OF INJURY REPORT

21.8.1 All employees shall report on-the-job injuries to their supervisor immediately. A notice of injury report shall be completed in detail by the Administrator or Supervisor and forwarded to the Supervisor of Risk Management and Safety section, School Administrative Center, in the next school mail.

21.8.2 If medical treatment is required, the injured employee shall be given a "Referral for Medical Treatment" form which will enable him/her to report to a doctor or hospital for treatment under Workers' Compensation benefits. The Supervisor shall complete the top half of the form. The injured employee is responsible for insuring that the bottom half of the "Referral for Medical Treatment" Form is completed by the doctor or hospital at the time of treatment and is forwarded to the Risk Management Section, School Administrative Center, in the next school mail. This form is proof of medical treatment and/or excuse from work by a doctor. Workers' Compensation benefits will be delayed until this proof is received by the Risk Management Section.

An employee needing care from a doctor will be assigned such medical care as per Statute 440.13.

If an in-the-line-of-duty injury results in an employee missing work after the day of injury, the work location shall call Risk Management by phone and inform them of the date the employee returns to work.
22  ASSOCIATION RIGHTS
22.1  EXCLUSIVITY OF ASSOCIATION RIGHTS
22.1.1  All rights granted in this section (Section 22, Association Rights) shall apply only to the Hillsborough Classroom Teachers Association as the exclusive bargaining agent for teachers. Any such rights or privileges shall not be granted to any other teacher association, union, group or individual.
22.2  ASSOCIATION MEETINGS
22.2.1  The Association's building unit shall be permitted the use of school buildings without cost for the purpose of conducting professional meetings. The Association may use school buildings for the purpose of holding professional meetings provided that the Association bears the cost of paying the custodian for his services.
22.2.2  The Association shall be allowed a maximum of one meeting per month during the workday as long as the meeting does not interfere with student contact time. Double session schools shall be allowed one meeting per session. Such meetings shall not exceed 60 minutes during the workday. The building unit shall be allowed one additional meeting during both pre- and post-planning, neither of which shall exceed 60 minutes. The Building Representative shall clear the scheduling of such meetings with the building administrator.
22.3  BULLETIN BOARD SPACE
22.3.1  The Association and its several building units shall be provided with bulletin board space in each school building, in the teachers' lounge, or in the teachers' dining room for the purpose of posting notices and other related items.
22.4  SCHOOL MAIL
22.4.1  The Association shall be provided with school mail service for the distribution of the Association's newspaper. School mail service shall also be provided for the purpose of contract ratification. The Association will have the right to place Association materials in teachers' mail boxes. Copies of all generally distributed materials placed in teachers' boxes shall be furnished to the principal.
22.5  MATERIAL DISTRIBUTION
22.5.1  Authorized representatives of the Association will assume responsibility for posting or distributing material for the Association.
22.6  ASSOCIATION ANNOUNCEMENTS
22.6.1  The Association senior building representative shall have the right to announce the time, place, and subject of the Association meetings at school faculty meetings.
22.7  EDUCATION PRACTICES COMMISSION
22.7.1  The Board shall notify the Association when a teacher's name has been submitted to the Education Practices Commission.
22.8  ASSOCIATION LEAVE
22.8.1  A maximum of two teachers, during any school year, shall be allowed to take one full year of professional leave to work for the Association on a full-time basis. Said leave shall be renewable for one additional year.
22.9  PAYROLL DEDUCTION
22.9.1  The Board agrees to deduct from teachers' salaries an amount to cover dues for the Association, as the teachers individually and voluntarily authorize the Board to deduct and to transmit the amount so authorized to the office of the Association. Teachers may individually and voluntarily authorize the Board and the Association to discontinue such deductions with a thirty day notice.
22.9.2 The Board agrees to provide one payroll deduction per teacher per pay period for the Association's economic services program. The Association agrees to bear the cost that the establishment and maintenance of the program would entail. The Association will make available those same insurance products to any Board employees who request them of the Association.

22.10 S.E.M.G. MEETINGS

22.10.1 The Association shall be provided copies of all minutes taken at S.E.M.G. Meetings.

22.11 SCHOOL BOARD MEETINGS

22.11.1 The Superintendent shall notify the Association of the date, place, and hour of all Board meetings and provide the Association with a complete agenda and supporting data on the Friday morning prior to all regular meetings.

22.11.2 Completed committee reports which are sent to the Board shall be available to the Association upon request. The Association shall have the right to present its position on said reports prior to the Board's action.

22.12 CLASSROOM TEACHERS ASSOCIATION PRESIDENT

22.12.1 The President of the Association, who is also an employee of the Board, shall be given full-time duty by the Board different from his/her normal classroom duties and from his/her normal location of duty. This duty shall be for the purpose of performing other educational and related services and for attending meetings related to said services. This duty shall be considered by the Board as being equal to classroom teacher duties.

22.12.2 The individual performing this duty shall continue to be a continuous employee of the Board for all purposes and shall not be considered as being on leave when performing this duty. This duty assignment shall be a regularly established position of the Board and shall have continuous existence. The employee shall be compensated at the employee's same rate of pay as if he/she was performing full-time classroom teaching. The Association shall inform the Board of the date of the President's term of office.

22.13 CONVENTIONS

22.13.1 The Board shall grant the Association members professional leave for the purpose of attending the Association's annual convention in accordance with the following.

a) Sixteen Association members shall receive two days' professional leave.

b) Other delegates of the Association shall be selected on the basis of one delegate for every twenty-five Association members and shall receive one day professional leave.

c) The Association shall provide a list of delegates to the Personnel Office no later than one week prior to the professional leave dates.

d) Substitutes shall be provided for convention delegates as requested by the Association. The Association shall reimburse the Board for the substitute teacher's salary.

22.14 LEGISLATIVE DAYS

22.14.1 The Association may request leave for members of the teacher executive board to engage in legislative activity up to the cumulative Association total of 40 days per year. Such leave shall be granted by the Board and said members will be considered to be on paid professional leave.

22.15 BARGAINING TEAM

22.15.1 Substitutes shall be provided for all members of the Association's bargaining team when bargaining sessions occur during the school day.
22.16 MEMBERSHIP SOLICITATION

The Association shall have the right to form, organize and solicit membership as the exclusive bargaining agent certified to represent all employees within the bargaining unit at any duty-free time during the school day provided solicitation does not interfere with the official duties of employees and the operation of schools. The Association representative shall notify the building administrator when reporting to a work site.

23 SAVINGS CLAUSE

23.1.1 If any provision of this agreement is or shall at any time be contrary to law of Florida Board of Education regulations, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this agreement shall continue in effect.

23.1.2 Any substitute action to the provisions of this contract contemplated by the Board shall be subject to negotiations with the Association.

23.1.3 Any section of this contract may be reopened by mutual consent of the Board and the Association.

23.1.4 Should Florida Statutes be repealed relative to any subject affecting wages and hours, and terms and conditions of employment for any members of the bargaining unit in which the Board anticipates changing the present practice, negotiations shall commence immediately relative to the areas affected by the change in statute.

24 EXPIRATION DATES

24.1 NON-MONEY ITEMS

24.1.1 The portion of this agreement traditionally called non-money items shall become effective when approved by the Board and the Association and shall continue in effect to and including June 30, 1988, and from year to year or day to day thereafter until a new contract is ratified by the Board and Association. If either party desires to make changes in the agreement, the parties must deliver to each other, by the first working day in May, 1988 or by the first working day in May in any year the contract is extended, a written document setting forth the changes desired.

24.2 MONEY ITEMS

24.2.1 The portion of this agreement traditionally called money items shall become effective when approved by the Board and the Association and shall continue in effect to and including June 30, 1986, and from year to year thereafter unless at least sixty days prior to June 30, 1986, either party serves written notice upon the other party of its desire to terminate or to make changes in this agreement. If the notice given is one of desire to make changes in the agreement, the parties must deliver to each other by the first working day in June, 1986 a written document setting forth the changes desired.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on this 19th day of November, 1985.

Marion Rodgers, Chairman
School Board of Hillsborough County

Dural W. Raker, President
Hillsborough Classroom Teachers Assn.

Raymond O. Shelton, Superintendent
School Board of Hillsborough County

Sam Rosales, Executive Director
Hillsborough Classroom Teachers Assn.
Salary and Supplement Schedules

Salary and supplement schedules are printed in a separate special supplement to the HCTA/School Board Contract.
SECONDARY WEEKLY LESSON PLAN OUTLINE

Teacher ________________________________________________ Week of ____________________________
Subject _______________________________________________________

Please submit two copies of this form to the principal, or designee, when requested (as per Contract Section 10.1.1).

A. Skills or Concepts Taught During the Weekly Period:

B. Goals or Objectives Taught During the Weekly Period:

C. Methods for Determining the Mastery of the Skills and Objectives:

D. Materials Used:

E. Computation of Nine Weeks Grade:
(to be completed during the first week of each nine week period)

Test(s) ________ % Daily Work ________ % Homework ________ % Projects/Reports ________ %

Distribution: Original to Teacher
Copies to: Principal or Designee
Curriculum Coordinator
or Department Head
The object of the plan book is to help the Teacher to do better teaching. Time spent in making definite plans is time well spent. A teacher should have an aim or purpose with each lesson and this should be stated in the lesson outline. To make definite accomplishments, definite objectives must be set up.

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INFORMATION FOR SUBSTITUTES

EMERGENCY PROCEDURES:

Teacher to whom substitute can turn for help:

Fire Drill:

Other:

INDIVIDUAL PUPIL BEHAVIOR PATTERNS AND NEEDS:

1. Report any injury regardless of how minor to the office.

2. Substitutes are not to physically discipline children. Contact the principal in case of a problem.

3. Unusually responsible:

4. Special Problems:

5. Health Problem:

AUDIOVISUAL EQUIPMENT AND MATERIALS:

Where stored:

Sign-out procedures:

SPECIAL SERVICES:

<table>
<thead>
<tr>
<th>Student Name</th>
<th>Service</th>
<th>Day</th>
<th>Time</th>
<th>Room</th>
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SPECIAL REQUESTS:
### ADDITIONAL INFORMATION:

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<th>Reading:</th>
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<td>Other:</td>
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<td>STUDENT NAME</td>
<td>TELEPHONE NUMBER</td>
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A principal who suspects a teacher has deficiencies which, if not corrected, will lead to non-renomination must notify the Personnel Office by November 15th of each year.

A representative from the Personnel Office will contact the school and discuss the situation concerning due process for the remainder of the year. The Personnel Office will notify the appropriate Director of Instruction of the need for assistance. A representative from the Director of Elementary or Secondary Education Office will visit the school and discuss with the teacher and principal the assistance which will be provided to help the teacher become a successful instructional person.

Guidelines by months:

1. August - Preplanning - Orientation of policies and procedures is given to the teacher, including the evaluation material.

2. September - The principal suspects deficiencies and investigates to obtain information which supports the suspicion. The principal is aware of questionable second and third year teachers and a visitation program for first year teachers is established.

3. October, November - The principal identifies deficiencies and discusses these in conference with the teacher. The conference will be summarized, in writing, and a copy will be given to the teacher. The summary shall include the deficiencies and the assistance which will be provided to the teacher. A copy of the conference summary will be sent to the appropriate Director of Instruction who will assign a supervisor to assist the principal and teacher.

4. December - The principal will evaluate the teacher on the self-evaluation form to be turned in on the first working day in December. The principal will have a conference to explain the evaluation in detail and to assure the teacher of the assistance available.

5. December, January and February - The total assistance program will be in operation.

6. Early March - The second evaluation will be completed, at which time the teacher will be told specifically of the decision regarding renomination. If not renominated, a letter setting forth the specific reasons for non-renomination will be given to the teacher.

7. The principal will send to the Personnel Office the renomination or non-renomination. If not renominated, a copy of the letter given to the teacher shall be attached to the non-renomination.

8. April - Administrative hearings for teachers who request a hearing will be held. The following may attend an administrative hearing: The teacher and a representative, which may be the Hillsborough County Classroom Teachers Association representative or an attorney of the teacher's choosing, the principal and the Area General Director and the Administrative Hearing Committee.
This manual has been prepared to offer more definitive suggestions for administrative decisions concerning reappointment of instructional personnel.

Introduction

Teacher evaluation has as one of its acceptable goals—improved instruction and a better educational program through staff growth. Identifying teacher deficiencies is the basis of assistance toward their corrections. Observations and appraisals provide a sound basis for administrative decisions on continued employment or dismissal. It is generally recognized that one of the most important responsibilities a principal has is the careful selection and skillfully evaluated retention of the instructional staff of a school.

Florida Statutes 231.29 (2) Hillsborough Board of Public Instruction Policy B-13

For the purpose of improving the quality of instructional, administrative and supervisory services in the public schools of the state, the County Superintendent shall establish procedures for assessing the performance of duties and responsibilities of all instructional, administrative and supervisory personnel employed in his county. A complete statement of the criteria and procedure to be used shall be furnished the State Commissioner of Education and shall include but not be limited to the following provisions.

a. Each individual must be assessed at least once a year.
b. A written record of each assessment shall be kept in the county office.
c. The County Superintendent, the principal, or the person directly responsible for the supervision of the individual shall make the assessment.
d. Prior to the written assessment, each individual shall be informed of the criteria and the procedure to be used.
e. The written report of the assessment for each individual shall be shown to him and discussed with him by the person responsible for preparing the report. A copy of the written evaluation will be given to the individual.

The assessment file shall be open only to the County Board, the Superintendent, the principal, the person himself, and such other individuals as the person or County Superintendent may authorize in writing. (HB 1919 Chapter 67-369 Effective date: July 1, 1967)

Responsibility of the Principal

Careful observation and constructive guidance of teachers on probationary status is an absolute necessity. Upon the principal revolves the major responsibility for the quality of his staff. The administrative culmination of this obligation is his reasonable determination of whether or not a probationary teacher shall be retained and, eventually, recommended for tenure and permanent status.

The principal is the individual directly responsible for the evaluation process and completion of the evaluation instrument. He should understand and follow carefully the spirit and the letter of directives developed for this purpose.

Supervisory Visits by Principal and Staff

The principal shall utilize professional staff available by a variety of methods, evaluate the new teacher's performance soon after the teacher's arrival, preferably within the first few days, and frequently thereafter. This is to assure that any problems are identified early and the teacher is given appropriate suggestions and aid.

Each supervisory visit should be followed by a conference and be made a matter of written record. This is imperative in the case of a teacher who shows a definite weakness. Written notes should be specific and dated. The importance of a cumulative file of information on probationary teachers cannot be overstated. It provides the basis for constructive supervision and for objective decisions.

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In the post-observation conference, it is important that the teacher be given the benefit of whatever advice and planned program the administrator can offer. This advice and main points of the discussion also shall be included in the written record.

All teachers will submit a self-evaluation to the principal in November and in February. At this time the principal meets each probationary teacher in an evaluation conference. A copy of the completed evaluation shall be shown to the teacher and each item in the evaluation discussed with him. The signature of principal and teacher shall be affixed to the instrument and one copy of the evaluation submitted to the Personnel Office.

The teacher's signature does not necessarily imply agreement with the evaluation, but only acknowledges that he has seen the evaluation.

Evaluation of the First-Year Probationary Teacher

In evaluating the first-year probationary teacher, some allowance shall be made for probable lack of experience in the school system. Even among first-year teachers the degree and types of shortcomings toward which tolerance should be shown would differ between those in their first employment and those who have come to the county with prior experience.

In the first year, a low rating should be looked upon as a warning signal of the need for special supervision and assistance for the person concerned. A first-year probationary teacher receiving a low rating would not be re-employed unless he shows satisfactory improvement and a potential for competent performance.

Evaluation of the Second-Year Probationary Teacher

In the second year of probationary service, the teacher will continue to receive careful supervision and assistance. Achievement of a standard of performance nearly equal to that of the successful permanent teacher in most categories shall be expected. Nevertheless, a consistent pattern of progress may well justify reemployment even though the teacher is less than fully competent in some aspects of his performance.

Evaluation of the Third-Year Probationary Teacher

The first half of the third year (fifth semester) is a most critical evaluation period. The standard of performance for the probationary teacher at this time shall approximate that of the satisfactory permanent teacher.

Unless some unusual change in performance occurs later, the rating made at this time is, for practical purposes, the decision on permanency. The overall judgment recorded at this time shall reflect the decision on future employment. Recommendation for fourth year probation shall occur only if there is evidence of extenuating circumstances.

Evaluation of the Fourth-Year Probationary Teacher

The term probationary period of employment, as used in this act, shall be deemed to refer to and include the duration of employment of any teacher in the public schools antecedent to the completion of employment of such teacher in the public schools of Hillsborough County extending through a period of three (3) consecutive years for the school term therein, whether such period shall have been completed subsequent to the enactment of this law; and provided further that the probationary period of employment, as referred to in this act, shall be deemed to include a year's additional employment to that herein prescribed when required by the Board of Public Instruction of said county and agreed to in writing by any teacher.

Examples of Causes for Non-reappointment at End of School Year for Annual Contract Teachers

The following deficiencies, if evidence shows that they are persistent and sustained, are specific examples of acts which might be termed detrimental to the welfare of schools and pupils. These are related to many of the specific items listed on the evaluation form.

1. Lack of proper knowledge of the subject matter or school work that the teacher is attempting to do (if properly assigned).

2. Lack of proper organization of work.
3. Lack of proper presentation to pupils of subject matter or school work.
4. Lack of proper self-control in the discipline of pupils or in the presence of pupils.
5. Inability to control classes and maintain reasonable order and discipline.
6. Lack of courtesy in contacts with pupils, co-workers, or community.
7. Lack of interest in and understanding pupils.
8. Indifference to pupil welfare.
9. Poor judgment in handling pupil problems.
10. Tardiness in arriving at school and/or attending classes.
11. Failure to comply with rules and regulations of the school and county.
12. Failure to complete and submit reports and records as required by the principal for proper functioning of the school.
13. Insubordination.
14. Failure to accept "recommendations" when these are consistent with accepted educational practices and to cooperate with the principal, the supervisor, and co-workers.
15. Temperamental unfitness for teaching, dislike for teaching or for children.
16. Lack of personal cleanliness; poor grooming.
17. Failure to maintain an attractive and orderly classroom.
18. Manifestation or development of habits or social practices which are not in conformity with reasonable professional standards or which may become detrimental to the school.
19. Lack of good physical or mental health.
20. Lack of professional attitude.

Types of Evidence for Dismissal and Non-renomination of Probationary Teachers

When dismissal is sought, the principal shall be prepared to show valid evidence providing:

1. Persistent Nature of Difficulties
   Except under unusual circumstances, the unsatisfactory conduct on the part of the teacher has been recorded as having been persistent and sustained.

2. Repeated Warnings
   The teacher has been informed repeatedly of the unsatisfactory nature of his work or conduct. This shall be done by written evaluation and by oral communication.

3. Frequent Assistance
   Real efforts have been made to help the teacher remedy specific deficiencies, but the efforts have been unsuccessful.

4. Close Supervision
   Since the discovery of his deficiencies, his work has been closely supervised, and the principal has some personal knowledge of the teacher's failure to improve.

5. Ordinary Class Structure
   The teacher's work with students in the classroom setting has been observed under usual conditions.
Characteristics of Acceptable Evidence

All of the preceding types of evidence must be:

1. **Specific in Nature**
   Factual evidence of deficiencies in specific professional competencies and personal qualities must be presented.

2. **Extensive Scope**
   An isolated case does not constitute sufficient evidence except under unusual circumstances. A number of instances of incompetence must be submitted.

3. **Recorded**
   All specific charges must be backed up by written memoranda made by the observer within two weeks after the various times when the deficiencies were actually observed. Likewise, all occasions where assistance is given and all advisory conferences that are held should be made matters of written record within two weeks.

4. **Dated and Timed**
   Where records of unsatisfactory performance and notes on visits as well as advisory conferences are made, they will include type of class, total time and date.

5. **Original Drafts**
   Written evidence presented at dismissal hearings must be the original drafts made within two weeks of the observation or conference.

HOW TO GATHER OBJECTIVE DATA

Regarding any teacher judged to be weak or unsatisfactory, the administrator must have as many objectively recorded instances as possible of a persistent course of unsatisfactory work or conduct.

Supervisory visits by a principal and/or the professional staff available to observe a weak or unsatisfactory teacher must be made a matter of written factual record and should include the time and date as well as the deficiencies and inadequacies observed. These must be specific and detailed in nature.

If an unsatisfactory situation is evident, it is advisable to have the occurrences corroborated by another qualified observer and a confirming record made of the incident.

The subject field supervisor shall be called upon to take an active part in visiting, making written notes of observations and giving written recommendations to the teacher when instructional competencies are questioned.

Any records concerned, report cards, roll-books, cumulative records, should be carefully preserved as evidence.

Observations of specific deficiencies shall be gathered systematically on such points as:

1. Actual teaching.
2. Planning of lessons.
3. Discipline and control of classes, handling of pupil problems.
4. Relations with pupils, with teachers, with other school personnel.
5. Physical condition of the classroom.
6. Handling of extracurricular activities.
8. Compliance with school and County Board regulations.

Suggestions made for improvement shall be recorded and dated as part of the record.
When the principal is to have an important conference at a critical time with an unsatisfactory teacher, a dean, assistant principal or other qualified professional person should be present.

After the conference mentioned above, the principal shall give a copy of a summary of the conference to the teacher with the written request that if the summary is not correct the teacher shall so state within two weeks in writing.

All of this written material shall be kept in an organized form in a separate folder for each teacher.

Conferences with Teachers in Need of Special Help

Conferences shall be held with the probationary teacher who needs special help. The teacher is entitled to expect assistance and advice.
HILLSBOROUGH COUNTY TEACHER TENURE ACT
1975 Revision
CHAPTER 75-384
Senate Bill No. 1355

AN ACT relating to Hillsborough County schools; amending Section 8 and 9 of Chapter 21287, Laws of Florida, 1941, as amended by Chapter 69-1146, Laws of Florida; providing the procedure for discontinuance of employment of teachers; providing conditions for the reduction in future salary or compensation of teachers, providing an effective date.

Be it enacted by the Legislature of the State of Florida:


Section 1. (1) The term "teachers", as used in this act, shall be deemed to apply to and include teachers, principals and assistant principals, supervisors and other instructional personnel but does not include directors or assistant superintendents.

(2) To become entitled to tenure under this act, a teacher shall hold a valid regular teacher certificate based at least on graduation from a four (4) year college, or as provided in Section 231.36, Florida Statutes.

(3) The term "public schools", as used in this act, shall be deemed to embrace any public school in Hillsborough County, or of any special tax school district therein or maintained in part by said county and in part by any special tax school district therein.

(4) The term "demote", as used herein, shall mean reduction in salary or transfer to a position which carries a lower salary, without the teacher's consent.

(5) The term "probationary period of employment", as used in this act, shall be deemed to be three (3) consecutive years, whether such period shall have been completed before or after the enactment of this law; and provided further that the probationary period of employment, as referred to in this act, shall be deemed to include a year's additional employment to that herein prescribed when required by the board of public instruction of said county and agreed to in writing by any teacher; and provided further that any teacher who has previously held a continuing contract in any county in this state shall serve a probationary period of two (2) consecutive years.

(6) Any instructional personnel who is a permanent employee under this law and who shall be promoted to a higher position covered by this act shall serve a probationary period of three (3) consecutive years in such higher position; nothing herein shall deprive such permanent employee of tenure rights held prior to such promotion.

Section 2. Section 2 of Chapter 21287, Laws of Florida, 1941 is amended to read:

Section 2. During the probationary period of employment, any contract of employment with any teacher may or may not be renewed upon the nomination of the board of public instruction of the school district of said county, and during such probationary period of employment a teacher may be discharged or demoted for any one or more of the causes enumerated in Section 4, of this act, charged, established and found to exist as provided for in Section 5, of this act.

Section 3. Section 3 of Chapter 21287, Laws of Florida, 1941, is amended to read:

Section 3. After the completion of a probationary period of employment without discharge, such teachers that have heretofore or shall hereafter be re-employed, shall continue their employment without reduction in their compensation and shall not be discharged or demoted except for one or more of the causes specified in Section 4 of this act, after notice, hearing, and a finding of the existence of one or more of such causes as hereinafter provided for. No teacher shall lose his or her rights conferred by this section on account of any leave of absence granted such teacher in writing by the county board of public instruction of said county.
Section 4. Section 4 of Chapter 21287, Laws of Florida, 1941, is amended to read:

Section 4. Causes for the discharge or the demotion of a teacher should be:

(a) (1) Immorality, (2) insubordination, (3) physical or mental incapacity to perform the duties of the employment, (4) persistent violation of or willful refusal to obey laws or policies relating to the public schools, (5) excessive or unreasonable absence from the performance of duties imposed by the employment, (6) dishonesty while employed, (7) conviction of a felony or any crime involving moral turpitude, or plea of a guilty to a felony or any crime involving moral turpitude, or (8) failure to demonstrate competency to perform the duties of employment in instruction, evaluation and management of students in accordance with generally accepted standards of the profession.

Section 5. Section 5 of Chapter 21287, Laws of Florida, 1941, is amended to read:

Section 5. Before any teacher shall be discharged from his or her employment after the completion of a probationary period of employment by such teacher, charges in writing against such teacher specifying one or more of the causes specified in Section 4, of this act, shall be filed by the county school superintendent of public instruction with the board of public instruction of said county and a copy thereof shall be served on such teacher with a notice of the time and place when a hearing upon such charge or charges will be held by the county board of public instruction of said county not less than ten (10) days prior to such hearing. At the time and place specified in such notice, the county board of public instruction shall conduct a public or private hearing at the option of the teacher charged on such charges, at which hearing there shall be first presented the evidence in support of such charge or charges and thereafter the evidence on behalf of such teacher with respect thereto. At such hearing, the teacher shall have a right to be heard and represented by counsel.

Only evidence under oath or affirmation shall be received at such hearing, and both the superintendent of said county and the teacher shall have the right to subpoena the attendance of witnesses at such hearing to be issued upon application to the clerk of the circuit court of said county. Full cross-examination of all witnesses shall be permitted, and the hearing shall be confined to the written charges served upon the teacher. A finding by a majority vote of the county board of public instruction of said county that any one or more of the charges made have been sustained by the evidence shall be essential to and sufficient to sustain the same, and without such finding the charges preferred shall be ordered dismissed by said county board. The said board shall deliver a copy of its findings upon said charges to the teacher within five (5) days after the same have been made by said board. The county board of public instruction shall cause a copy of such transcript of the evidence to be made and delivered to such teacher without cost to him or her, within five (5) days after the completion of the hearing.

Section 6. Section 6 of Chapter 21287, Laws of Florida, 1941, is amended to read:

Section 6. If, upon the hearing provided for in Section 4 of this act, there shall be a finding that any one or more of the charges made against such teacher is established, such decision may be reviewed by certiorari by the circuit court of Hillsborough County.

No such writ of certiorari shall be issued unless applied for within ten (10) days after the finding by the board of public instruction upon the charge or charges made, and the delivery to the teacher of a copy thereof and of a transcript of the evidence taken at the hearing.

Section 7. Section 7 of Chapter 21287, Laws of Florida, 1941, is amended to read:

Section 7. If any finding by the county board of public instruction be reversed or dismissed by the circuit court upon writ of certiorari, then such teacher shall be forthwith reinstated in his or her employment, and the same shall continue as though such charge or charges had not been filed.

Section 8. Section 8 of Chapter 21287, Laws of Florida, 1941, is amended to read:
Section 8. Nothing contained in this act shall be deemed to prevent at the end of any school year the discontinuance of the employment of any teacher, if, during the ensuing school year, there is a reduction in the total number of teachers employed by the board of public instruction within Hillsborough County. In the event of such reduction in number of teachers employed, the board of public instruction shall discontinue employment of teachers in the order of least continuous employment in the county with the board of public instruction. The teacher whose employment shall have been so discontinued shall be given the first option of employment in order of greatest continuous employment with the board of public instruction.

Section 9. Section 9 of Chapter 21287, Laws of Florida, 1941, is amended to read:

Section 9. Nothing contained in this act shall be deemed to prevent at the expiration of any school year, the reduction in the future salary or compensation of any teacher, if such reduction be made uniformly with respect to all other teachers of same grade or rank employed by the board of public instruction.

Section 10. Section 10 of Chapter 21287, Laws of Florida, 1941, is amended to read:

Section 10. The circuit court of Hillsborough County, Florida, shall have jurisdiction to award to any teacher a writ of mandamus directed to the county board of public instruction of said county and/or to the trustees of any special tax school district therein to require the enforcement of any rights and the performance of any duties which under the terms of this act, may accrue to the teacher. Any teacher who shall become entitled to continuous employment under the terms of this act, when and if denied the right thereto shall be entitled to enforce such right by writ of mandamus against any and all school officers in whom is reposed by law the duty of giving recognition and effect to such continuous employment.

Section 11. Section 11 of Chapter 21287, Laws of Florida, 1941, is amended to read:

Section 11. If any section or subsection, sentence, clause or phrase of this act is for any reason held to be unconstitutional, such unconstitutionality shall not affect the validity of the remaining portions of this act and each section, subsection, clause and phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses or phrases be declared unconstitutional.

Section 12. This act shall take effect immediately upon becoming a law.

Became a law without the Governor's approval.

Filed in Office of Secretary of State, June 30, 1975.
CONSTITUTION OF HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION, INC.

ARTICLE I
NAME

The name of the Association shall be HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION, INCORPORATED.

ARTICLE II
PURPOSE

To improve the professional standing, working conditions, and welfare of the membership.

ARTICLE III
MEMBERSHIP

Section 1. Active Members

a. Active members shall be those persons currently employed by or under leave of absence granted by the School Board of Hillsborough County, Florida, and the Executive Director of the Association. Membership in the Association shall be deemed a privilege and not a right.

b. The By-Laws shall specify the personnel in each building unit of the Hillsborough County Public School System who are eligible for membership in this Association.

c. The Association will accept members without regard to age, race, sex, religion or national origin.

d. Active members shall be entitled to both the privilege of the floor in discussion and the right of suffrage in the affairs of the Association.

e. Active membership shall be continuous until the member leaves the school system of Hillsborough County or resigns from the Association, or fails to pay membership dues to the Association within the time period in the By-Laws of the Association, or is expelled.

f. The By-Laws may contain provisions by which the Representative Council may extend to members resigning from the Hillsborough County School System active membership in the Association.

Section 2. Associate Members

a. Associate membership shall be open to former members of the Association whose status at the time of resignation or retirement from employment by the School Board of Hillsborough County was that of active member of the Association.

b. Associate members, although denied voting privileges in General Assembly and Representative Council meetings, shall have the privilege of the floor and when serving on special committees shall be entitled in committee, to the same discussion and voting privileges as any other member.

c. Associate members shall be approved for membership by the Executive Board of this Association, pay dues as required by the Association and accept the privilege of membership under the same conditions and requirements as active members.

Section 3. Honorary Members

a. Honorary members shall be such persons as this Association, through its Executive Board, shall desire to honor by admission to membership.

b. Honorary members shall have the privilege of the floor, with voting rights withheld.

Section 4. Association Participation

Any member participating in the affairs of this Association shall be answerable to this Association for their participation.
Section 5. Revocation or Denial of Membership

a. According to procedures adopted by the Representative Council, the Executive Board may suspend, expel, discipline or reinstate any member; provided that the procedures so adopted do not violate the intent of procedures outlined in Robert's Rules of Order, Revised.

b. The Executive Board may deny membership in the Association.

ARTICLE IV
REPRESENTATIVE COUNCIL

Section 1. Authority

The Representative Council shall be the policymaking body of this Association.

Section 2.

The Representative Council shall consist of the Executive Board and the Building Representatives from the building units of the Hillsborough County School System.

Section 3. Chairperson and Vice-Chairperson

a. The Representative Council shall elect annually, in October, from Building Representatives a Chairperson to preside over all meetings of the Council and a Vice-Chairperson whose duty shall be to preside in the absence of the Chairperson, both of whom shall be members of the Executive Board. As a result of the election, the Chairperson's and Vice-Chairperson's respective building unit shall elect a Building Representative in their place.

b. The Chairperson and Vice-Chairperson shall have been active members of the Association for not less than two full years immediately prior to their election.

c. The Chairperson and Vice-Chairperson shall not be elected to more than four full consecutive terms.

d. In the absence of the Chairperson and Vice-Chairperson, the highest elected official present shall act as Chairperson of the Representative Council.

ARTICLE V
INITIATIVE, REFERENDUM AND RECALL

Section 1. Initiative or Referendum by Representative Council

The Representative Council, by a majority vote of those present and voting at any of its meetings, may present an Initiative or Referendum to the next meeting of the General Assembly, which may approve same by three-fifths vote of those present and voting.

Section 2. Initiative or Referendum by Association Member

Any member of the Association may appear before the Representative Council to speak in reference to an Initiative or Referendum. If action satisfactory to the appearing member is not forthcoming, the member may then petition the General Assembly to act on said Initiative or Referendum provided such petition is signed by at least ten percent of the Association membership. At the first meeting of the General Assembly thereafter, the Initiative or Referendum may be enacted by a three-fifths vote of the members present and voting.

Section 3. Recall by Representative Council

The Representative Council, by a majority vote of those present and voting at any of its meetings, may recall any elected official of the Association, provided such action is approved by a two-thirds vote of those present and voting at the next meeting of the General Assembly.

Section 4. Recall by Association Member

Any member of the Association may appear before the Executive Board or Representative Council to speak in reference to recall of any elected official of this Association, and if
action satisfactory to the appearing member is not forthcoming, the member may then petition the General Assembly to recall said elected official, provided such petition is signed by at least ten percent of the Association membership. At the first meeting of the General Assembly thereafter, the elected official may be recalled by a two-thirds vote of members present and voting.

ARTICLE VI
OFFICERS

The officers of this Association shall be: a President, Vice-President, Secretary-Treasurer, and the immediate Past President as Second Vice-President.

ARTICLE VII
EXECUTIVE BOARD

Section 1. Composition and Authority

The Executive Board shall consist of the officers of this Association, Directors, and the Chairperson and Vice-Chairperson of the Representative Council. Said Board shall be the executive authority of the Association.

Section 2. Employment of Staff

Under personnel policies adopted by the Representative Council, the Executive Board shall have the authority to employ a staff.

Section 3. Removal of Elected Officials

Should the Executive Board agree by a majority vote that an elected official of the Association has been grossly negligent of his duties, as these duties are defined in the By-Laws of this Association, said Board shall recommend to the Representative Council that the office be declared vacant. If, by a two-thirds vote of those present and voting, the Council concurs with the recommendation, said office shall be declared vacant.

ARTICLE VIII
AFFILIATE CHAPTERS

This Association may charter affiliate chapters for groups in other classifications as set forth in the By-Laws.

ARTICLE IX
ELECTIONS

An election committee shall be established and held responsible for the legal execution of all election procedures as set forth in the By-Laws.

ARTICLE X
AMENDMENTS

Section 1. Representative Council

The Representative Council may, by two-thirds vote of its members present and voting at any meeting of the Council, propose amendments to this Constitution. The proposed amendments may be ratified by a three-fourths vote of those present and voting at the next meeting of the General Assembly; provided notice of said amendments have been given in writing to each building unit at least one week before said General Assembly.

Section 2. General Assembly

The General Assembly may, by two-thirds vote of those present and voting, propose amendments to this Constitution. The proposed amendments shall be ratified by a three-fourths vote of those present and voting at the next meeting of the General Assembly, provided notice of said amendments have been given in writing to each building unit at least two weeks before said meeting.

Revised May 10th, 1979.
ARTICLE I
MEETINGS

Section 1. Executive Board
There shall be a meeting of the Executive Board on the first Thursday of each month beginning with September and ending with June.

Section 2. Representative Council
There shall be a meeting of the Representative Council the second Thursday of each month, beginning with September and ending with May. The agenda for each meeting shall be the responsibility of the Executive Board.

Section 3. General Assembly
There shall be at least one meeting of the General Assembly held annually.

Section 4. Special Meetings
a. Special meetings of the Executive Board, the Representative Council and the General Assembly may be called by the President of the Association or shall be called upon request of three members of the Executive Board, or five members of the Representative Council, or of seven members of the Association; provided such request obtains the approval of the majority of the Executive Board.

b. Any topic of business for which a special meeting is called must be stated in the call. Any attempt to postpone discussion of previously announced business or to discuss business not stated in the call shall require a two-thirds vote of members present and voting.

ARTICLE II
QUORUM

Section 1. Executive Board and Committees
A quorum for meetings of the Executive Board and all Committees shall be a majority of its members respectively.

Section 2. Representative Council
A quorum of the Representative Council shall consist of a number of representatives equal to a majority of the number of building units having at least one Association member.

Section 3. General Assembly
A quorum for all meetings of the General Assembly shall be the number of members of the Representative Council.

ARTICLE III
DUES AND MEMBERSHIP

Section 1. Setting of Dues
The Representative Council of each chapter shall approve all matters related to annual dues of members of that chapter.

Section 2. Fiscal and Membership Years
Both the fiscal year and the membership year of this Association shall begin on July 1 and end on June 30.
Section 3. Active and Associate Membership

Active membership in each chapter shall require full payment of the annual dues of that chapter. Members paying on an installment system who are current and meet the requirements of Article III of the Constitution and Article III of the By-Laws shall be considered active. Associate membership shall require payment of no less than one-half of that fixed amount. Honorary membership shall require no payment of annual dues.

Section 4. Membership

Membership in this Association shall be limited to Classroom Teachers, and members of the Paraprofessionals, Clerical Employees and Support Services Personnel chapters.

Section 5. Classroom Teacher Definition

For the purpose of this Association, the term Classroom Teacher shall be defined to include all certificated personnel in each public school unit of Hillsborough County included in the teacher bargaining unit.

Section 6. Paraprofessional Definition

For the purpose of this Association the term paraprofessional shall be defined to include all personnel in each public school unit of Hillsborough County included in the paraprofessional bargaining unit.

Section 7. Clerical Employee Definition

For the purpose of this Association, the term clerical employee shall be defined to include all personnel in the Hillsborough County Public School System included in the clerical bargaining unit and personal secretaries to principals.

Section 8. Support Services Personnel

For the purpose of this Association, the term support services personnel shall be defined to include all personnel in the Hillsborough County Public School System included in the proposed blue collar bargaining unit and head custodians and cafeteria managers.

Section 9. Emergency Membership

The Representative Council empowers the Executive Board to extend active membership during periods of emergency.

Section 10. Membership Services

Active members shall be entitled to all services offered by the Association. However, if a member requests service based on an event that occurred prior to becoming an active member, the Association shall not be obligated to honor that request for service.

ARTICLE IV
POWERS OF OFFICERS

Section 1. President

a. The President, as the executive officer of the Association, shall prepare the agenda for and preside over all meetings of the Executive Board and General Assembly and appoint, for the length of his term of office, Committees established by the Representative Council and Executive Board with the approval of the Council. The President shall be ex-officio member of all Committees and represent the Association before the public either personally or through delegates, and shall perform all other duties as are herein provided and generally incidental to the office.

b. The President shall appoint a negotiating team approved by the Council which shall represent the Association before the School Board, Superintendent or other School Board Representatives, with the Executive Director as a consultant to the negotiating team.
Section 2. Vice-President

The Vice-President shall assume the responsibilities of the office of President during the President's absence or inability to serve, or upon vacation of said office, shall serve as President of this Association for the remainder of the unexpired term; relieve the President of a reasonable share of public relations responsibilities and Association duties and perform such other functions as are generally attributed to this office.

Section 3. Second Vice-President

The Second Vice-President shall relieve the President and Vice-President of a reasonable share of public relations responsibilities and Association duties, and perform such other functions as assigned by the President.

The office of Second Vice-President shall be filled by the immediate Past President.

Section 4. Secretary-Treasurer

a. The Secretary-Treasurer shall assume responsibility for the minutes of meetings of the General Assembly, of the Representative Council and of the Executive Board.

b. The Secretary-Treasurer shall be responsible for all funds of this Association, shall assure that regular accounts thereof are kept and reports given as required by the Executive Board. Funds of this Association shall upon receipt be deposited in a bank(s) selected by the Board and shall be withdrawn as directed by the Executive Board by check and signed by the President and by the Secretary-Treasurer. In the event of the absence of the President or Secretary-Treasurer, the Vice-President shall be authorized to sign checks.

c. The Secretary-Treasurer shall assume the responsibilities of the office of President during the President's and Vice-President's absence or inability to serve, or upon vacation of said offices by the President and Vice-President, shall serve as President for the remainder of the unexpired term.

ARTICLE V

POWERS AND DUTIES OF THE EXECUTIVE BOARD

Section 1. Association Management

The Executive Board shall be responsible for the management of the Association, approve all expenditures, carry out policies established by the Representative Council, report its transactions and those of the Council to the members, suggest policies for consideration by the Council, employ a staff, and exercise the right to approve or disapprove membership of this Association in accordance with the policy established by the Representative Council.

Section 2. Decision Making

Within the policies established by the Representative Council, the Board may make decisions binding upon the Association.

Section 3. Attendance

a. Executive Board members shall regularly attend meetings of the Executive Board, Representative Council and CTA River Apartments Board of Directors as well as other meetings and functions which might be regarded as essential to the position of Executive Board member.

b. If an Executive Board member fails to attend regularly scheduled meetings of the Board for three consecutive months or any four months in any calendar year, or otherwise fails to perform any of the duties devolving upon him/her as a Board member, the Executive Board may, after giving the member reasonable notice and opportunity to be heard, recommend that the Representative Council declare the office vacant. The vacancy shall be filled as herein provided. The Secretary-Treasurer shall be responsible for reporting such repeated absences to the Board.
Section 4. Presidential Compensation

Under policies adopted by the Representative Council, the Executive Board shall have the authority to compensate, pay expenses and provide fringe benefits to a President serving the Association on a full time basis.

Section 5. Floor Privileges

The officers and board members of any affiliate chapter chartered by the Association shall have the privilege of the floor for discussion purposes at the meetings of the Executive Board of HCTA.

ARTICLE VI
POWERS OF THE REPRESENTATIVE COUNCIL

Section 1. Specific Powers

The Representative Council shall approve the budget, set amount of dues, act on reports of Committees, approve resolutions and other policy statements, and shall adopt procedures for censuring, suspending, or expelling members for just cause or for reinstating members for just reason and establish Committees and approve the President's appointments to such committees. It shall adopt rules governing the employment of staff, and shall be the final judge of the qualifications and elections for all officials, and shall approve the charter request of any group seeking affiliate status with the Association.

Section 2. Powers Not Delegated

Powers not delegated to the officers or Executive Board of the Association shall be vested in the Representative Council.

ARTICLE VII
ELECTION QUALIFICATIONS AND DUTIES OF BUILDING REPRESENTATIVES

Section 1. Qualifications

A candidate for Building Representative shall be a member of the Association.

Section 2. Regular Election

a. Association members in each building unit shall elect one Building Representative and one Alternate for each twenty (20) Association members or major fraction thereof (10 or more). Each building unit having at least one member shall be entitled to at least one Building Representative and Alternate. Where more than one Representative and Alternate are elected, a Senior Building Representative and a Senior Alternate will be designated. Regular elections in each unit shall be held during the month of May. Newly elected Representatives shall be seated at the first Council meeting the following September.

b. If in any building unit the election of Building Representatives is in question, the President shall be authorized to investigate and if necessary conduct a new election under procedures established by the Election Committee.

Section 3. Special Election

a. Beginning in pre-school planning through the first week in September, Special Building Representative elections will be held in building units newly opened and in those units that lose Representatives due to transfer, resignation, etc.

b. During the first week in November a special Building Representative election shall be held in those building units where the total membership on November 1 alters the number of Building Representatives allocated to the building unit.

c. In the event that an election for a new building Representative is necessary during any other time of the year, the CTA office shall be notified of the need for and results of the election.
d. Newly elected Representatives shall take their seats at the first Council meeting held after their elections. Results of the election must be reported to the CTA office no later than 5:00 p.m. of the date of the Council meeting at which the new Representatives are to take their seats.

Section 4. Duties

a. In addition to serving on the Representative Council, Building Representatives and Alternates, with the Senior Building Representative as Chairperson, shall hold meetings of the Association members in their respective building units, shall supervise, in respective building units, all elections, shall organize the enrollment of members, shall post and distribute all Association materials, and shall perform any other duties which might be regarded as incidental to the position of Building Representative.

b. Alternate Building Representatives shall vote as members of Representative Council only in the absence of Building Representatives from their unit.

ARTICLE VIII
COMMITTEES

Section 1. Motions to Create Committees

Motions to create Committees may be proposed at any meeting of the Executive Board, the Representative Council or the General Assembly.

Section 2. Election Committee

a. There shall be an Election Committee of seven members appointed at the September Representative Council meeting subject to the Council's approval.

b. The Election Committee, appointed for a one-year term, shall be comprised of four (4) members appointed by the president and three (3) members appointed by the Council Chairperson.

c. The Election Committee shall be responsible for the legal execution of all elections.

d. No active candidate shall serve on the Election Committee.

e. No officer or Board member shall serve on the Election Committee.

ARTICLE IX
QUALIFICATIONS, FILING FOR OFFICE, AND ELECTION OF OFFICIALS

Section 1. Qualifications and Term of Office for Officials

a. To qualify as a candidate for office in this Association one must be a member who, at the time of filing for the office of President or Vice-President, shall be in at least their fourth consecutive year, and for other offices at least their second consecutive year, as a member of the Association, by definition of Article III, Section 5. of the By-Laws, immediately prior to their candidacy. No officer of this Association shall be elected to more than two full successive two-year terms to the same office.

b. To qualify as a candidate for Director in this Association one must be a member who, at the time of filing for one of the eight Director positions, shall be in at least their second consecutive year as a member of the Association by definition of Article III, Section 5. of the By-Laws, immediately prior to their candidacy. Directors shall not be eligible for re-election if they have served two full two-year terms.

c. Directors shall be elected by groups that are to be numbered one (1) through eight (8). The even-numbered director groups shall be elected on even numbered years and the odd numbered directors on odd numbered years.

d. If at any time, the Executive Board has less than two (2) black members, the President, with ratification by the Representative Council, shall appoint sufficient black members to bring the total to two (2).
Appointed black board members shall meet the qualifications set forth in By-Law Article IX, Section b. and shall be governed by the Constitution and By-Laws like other directors.

Whenever the Executive Board is expanded to meet the requirements of this section of the By-Laws, the appointment(s) shall be identified as District Nine (9) and/or District Ten (10); provided the first appointment shall be to the group that provides for a full term.

Section 2. Filing for Office

a. A member wishing to file for office shall obtain official forms from the Office of the Association.

b. These completed forms shall be presented for certification to the Election Committee prior to the close of the qualifying period.

c. The Election Committee shall submit the names of the certified candidates for each office to the Representative Council.

d. The qualifying period for the office of Chairperson and Vice-Chairperson of the Representative Council shall open the first teacher work day of the regular school year and shall close at the September Council meeting with the election to be held at the October Council meeting. The qualifying period for all other officials of the Association shall be between the first work day in February and the March Representative Council meeting.

e. No individual may qualify as a candidate for office who holds another elective office, the term of which or any part thereof runs concurrently with the term of office for which they seek to qualify without resigning from such office not less than 10 days prior to the first day of qualifying for the office they intend to seek. Said resignation shall be effective not later than the date upon which they would assume office if elected. Said resignation shall create a vacancy in said office thereby permitting persons to qualify as candidates for nomination and election to that office in the same manner as if the terms of such office were otherwise scheduled to expire.

Section 3. Election of Officers and Directors

a. The Election Committee shall be responsible for legal execution of all election procedures.

b. Election procedures shall be as follows:

1. After the close of the qualifying period, if a position has been declared uncontested, that position shall be filled by acclamation at the next regularly scheduled Representative Council meeting. No uncontested positions shall appear on the ballot.

In the event all positions are uncontested, no ballot will be required. The Secretary shall cast the one affirmative vote required at the next regularly scheduled Council meeting.

In the event there are no candidates for Vice-President, Secretary-Treasurer or Director(s), that position shall be filled as provided in Article IX, Section 5. (b).

2. Ballots for the primary election of officials shall be mailed to all members by Monday of the week prior to when the primary is to be held.

3. Primary voting shall take place annually the third Monday and for four days thereafter in April. On those years where these dates conflict with Spring Break, the Election Committee shall present an alternate plan to the Representative Council for their approval.

4. Members shall return their ballots no later than 5:00 p.m. on the Tuesday following the primary election.

5. The primary election and run-off ballots shall be opened and counted in a manner prescribed by the Election Committee on the first Tuesday following the election in the presence of the Executive Board and candidates who wish to attend.
6. In the event no candidate receives a majority of votes cast for a given office, the two candidates receiving the highest number of votes shall engage in a run-off election that shall take place during the second Monday and four days thereafter in May of the same year.

7. In the event of a tie vote for runner-up position for any office in the primary election, the same shall be decided immediately in a special session of the Representative Council.

8. Ballots for the run-off election of officials shall be mailed to all members by Monday of the week prior to when the run-off is to be held.

9. Members shall return the ballots no later than 5:00 p.m. on the Tuesday following the run-off election. The votes shall be counted in a manner prescribed by the Election Committee and the Representative Council.

10. In the event of a tie vote for any office, the election shall be decided by the Representative Council at the next meeting.

Section 4. Installation of Officials

Newly elected officials shall be installed and assume their duties at the June Executive Board meeting.

Section 5. Vacancy

a. Except as provided in Article IX, Section 2 e., upon vacation of an office in this Association, other than that of the President or the Second Vice-President or the Chairperson of the Representative Council, the Representative Council shall immediately fill such vacancy for the remainder of the unexpired term. Upon vacation of the position of Building Representative, the building unit affected shall fill the vacancy by election as prescribed in Article VII of the By-Laws.

b. Nominations will be taken from the floor at the next regularly scheduled Representative Council meeting. After certification of these candidates by the Election Committee, an election will be held at the same Representative Council meeting.

ARTICLE X

STAFF

Section 1. Employment of Staff

The Executive Board, with the approval of the Representative Council, may employ a staff with the Executive Director as the chief staff officer of this Association.

Section 2. Duties of Staff

The duties of the staff members shall be approved by the Representative Council and included in the operating policies of the Association.

Section 3. Executive Director Vacancy

In the event of the vacancy of the position of the Executive Director, the President shall immediately appoint an Acting Executive Director subject to confirmation by the Representative Council.

ARTICLE XI

CHARTERING OF AFFILIATES

The Representative Council shall have the authority to charter affiliate chapters of the HCTA by a majority vote of the members present and voting. These affiliates shall be self-governing in all matters pertaining to their own chapter. The powers of self-governance shall include, but not be limited to: determining the chapter structure, approval of dues, election of chapter officers, setting of qualifications and terms of office for chapter officers. If there should exist a conflict between the charter of the affiliate and the HCTA Constitution and By-Laws, the officers of the affiliate and the
officers of HCTA shall meet to resolve the conflict. The HCTA Constitution and By-Laws shall be the binding authority until such conflict is resolved to the satisfaction of HCTA and the chapter affiliate.

ARTICLE XII
PARLIAMENTARY AUTHORITY

Robert's Rules of Order Revised shall be the Parliamentary authority of the Association.

ARTICLE XIII
AMENDMENTS

These By-Laws may be amended by a majority vote of those present at any regular meeting of the Representative Council; provided the proposed amendments have been given to each building unit and the Executive Board at least ten (10) days in advance of said meeting.

ARTICLE XIV
ADOPTION

These By-Laws shall become effective immediately upon adoption thereof by a two-thirds vote of the members present at the November, 1975 meeting of this Association.

ARTICLE XV
DISSOLUTION

Upon the dissolution of the Association, the Executive Board shall, after paying or making provision for the payment of all the liabilities of the Association, dispose of all assets of the Association exclusively for the purpose of the Association or donate the remaining assets to such organizations organized and operated exclusively for charitable, education, religious or scientific purpose as the Executive Board shall determine.

Revised April 19, 1985.
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OCTOBER 8, 1985

Administrative Assistant
Hillsborough County Public Schools
Post Office Box 3408
Tampa, FL 33601

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Hillsborough Cnty Pl Prof Eses

WITH EDUCATION ASSOCIATION; FLORIDA

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved

2. Number and location of establishments covered by agreement

3. Product, service, or type of business

4. If your agreement has been extended, indicate new expiration date

Robert J. Queirolo, Administrative Assistant
Hillsborough County Public Schools, P.O. Box 3408
Tampa, FL 33615

Area Code/Telephone Number
(813) 272-4053

City/State/ZIP Code
33615

BLS 2452 (Rev. August 1984)