Hillsborough County School Board and Hillsborough Classroom Teachers Association, Inc. (1979)
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Comments
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School Board of
Hillsborough County

And

Hillsborough Classroom Teachers Association, Inc.

TAMPA, FLORIDA

CONTRACT

1979 - 1982
HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION
AND
SCHOOL BOARD OF HILLSBOROUGH COUNTY
CONTRACT
1979 - 1982
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TABLE OF CONTENTS

NEGOTIATIONS PROCEDURE.................................................................1
PREREQUISITES FOR NEW EMPLOYEES..................................................2
OWNERSHIP OF AUTOMOBILES..............................................................3
SUPPLEMENTED POSITIONS.................................................................3
TEMPORARY ASSIGNMENTS.......................................................................5
ISSUANCE OF TEACHING CERTIFICATE AND RENEWAL PROCEDURE.........................5
TEACHER CENTER COUNCIL.......................................................................7
COUNTY-WIDE COMMITTEES.................................................................7
EXPERIENCE CREDIT................................................................................8
WORK YEAR AND HOURS...........................................................................9
SUBSTITUTING IN A DOUBLE-SESSION SCHOOL.........................................10
TEACHING A SIXTH PERIOD WITH ADDITIONAL COMPENSATION......................10
PLANNING AND LUNCH PERIODS..............................................................11
SCHEDULE NOTIFICATION.......................................................................12
AUXILIARY EMPLOYMENT.........................................................................12
TEACHER RIGHTS AND RESPONSIBILITIES.................................................13
TRANSFER................................................................................................17
SENIORITY...............................................................................................21
LEAVES....................................................................................................21
SICK LEAVE BANK....................................................................................22
ACTING PRINCIPAL....................................................................................29
TEACHER FACILITIES AND FACULTY STEERING COMMITTEE.........................30
STUDENT MANAGEMENT AND PROTECTION OF TEACHERS.........................31
PERSONNEL FILES AND TEACHER EVALUATION........................................33
TENURE....................................................................................................35
SEPARATION FROM EMPLOYMENT............................................................35
COMPLAINTS...........................................................................................39
GRIEVANCE PROCEDURE..........................................................................39
INSURANCE AND INJURY BENEFITS.........................................................43
ASSOCIATION RIGHTS............................................................................45
EXPIRATION DATE....................................................................................47
APPENDIX...............................................................................................49
INDEX.....................................................................................................I-1
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. Administrators shall review the contract before publishing faculty handbooks, or countywide publications which purport to be guides for teachers.

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, countywide 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, 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.

2 PREREQUISITES FOR NEW EMPLOYEES

2.1 PROCESSING REQUIREMENTS

2.1.1 Before reporting to work, each teacher must complete the following forms in the Personnel Office:

(a) Insurance Payroll Deduction Authority Cards
(b) Employee's Withholding Exemption Certificate
(c) Oath of Allegiance
(d) Personal Record and Payroll Information Sheet
(e) Fingerprint Processing Card

2.2 VERIFICATION OF EXPERIENCE

2.2.1 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.

2.3 SALARY

2.3.1 Teachers shall be paid on a bi-monthly 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 when the completed application is processed through the Personnel Department. The official date of issue as shown on the advanced degree certificate will be used as the effective date for those processed without going through the Personnel Department. Salary changes will not be made until the new certificate is recorded.

2.3.2 Teachers shall be paid a salary for the extended school year program that is equal to the hourly rate paid to a third year, bachelor's degree, ten months teacher.

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

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

2.3.5 The Board shall make provisions, upon request by any employee, to deposit, his/her paycheck directly to a local bank of the employee's choice, provided that said bank is equipped to handle such deposit. This service will be instituted with the development and implementation of the pending new electronic payroll package.

2.4 TEACHER CONTRACT

2.4.1 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.

2.4.2 An acceptance of an appointment from the Board shall be binding on both the Board and the teacher.

2.5 HEALTH EXAMINATION

2.5.1 Each new teacher must successfully pass the medical examination authorized by the Board prior to employment.

2.6 FINGERPRINTING

2.6.1 New teachers shall report to the Personnel Office for fingerprinting before reporting to work.

2.7 OWNERSHIP OF AUTOMOBILES

2.7.1 All county-level coordinators, 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.

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

2.8 PROCEDURE FOR CHANGING NAME, ADDRESS AND TELEPHONE NUMBER

2.8.1 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.

2.8.2 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.

2.9 SUPPLEMENTED POSITIONS

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:

1. Group I Supplements

Group I supplemented positions shall include Department Heads, Curriculum Coordinator I, 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 and Business Manager.

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 their 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 and under the same conditions he/she would have to follow for annual contract teachers. A teacher who is terminated from a Group I position shall be entitled to an administrative review under the same conditions as an annual contract teacher, 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 their last teaching assignment.

Administrators shall have the right to earmark teaching positions for Group I supplements.

A teacher holding a Group I supplement will not normally be transferred due to a unit loss. (See Section 11.4.6)

2. Group II Supplements

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

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.

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

A teacher holding a Group II supplement will not normally be transferred due to a unit loss. (See Section 11.4.6)

3. Group III Supplements

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

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.

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

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


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. The principal shall make his decision after conducting all interviews and inform each applicant of his decision.

D. Curriculum Coordinator I's will not be required to have a specific subject area certification in order to qualify for employment into said position.

2.10 TEMPORARY ASSIGNMENTS

2.10.1 A teacher replacing one on leave shall have a temporary assignment. A teacher employed by October 1 of each year shall be assigned regular teacher status in the school in the event a regular position in the area of his assignment becomes available prior to April 1.

2.10.2 All positions filled during the second semester will be temporary assignments.

2.10.3 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.

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

2.11 HALF DAY TEACHERS

2.11.1 Whenever an opening occurs during a school year in an area of assignment in which half-day teachers are employed, the administrator involved shall select the replacement teacher from among the certified half-day teachers already employed within the school.

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 except in accordance with the regulations of the State Board of Education and for good cause shown, to subjects not listed on their teaching certificate. 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 (as opposed to those employed out of field) shall not be required to take any hours during their first year out of field. Teachers who are teaching out of field shall be evaluated for knowledge of subject matter with consideration given to the lack of complete certification. Teachers who are teaching out of field because of pool placement shall not be evaluated for knowledge of subject matter.

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 or inservice training.

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.

4.4.4 Any remaining college course credit or inservice training shall be in either administration, guidance, exceptional education, or basic skills education.

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. (The intent of this section is to track state law to provide information to teachers. If state law changes in regard to certificate extension, this section would also be changed.)

4.4.6 In order to be granted a temporary certificate beyond the first, with the exception of a temporary X Certificate, 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.
TEACHER CENTER COUNCIL (Teacher Education Center Act of 1973)

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 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-number positions appointed on even-numbered years and odd-number positions on odd-numbered years. Council members may serve two consecutive terms.

6 COUNTY-WIDE COMMITTEES

6.1 INSERVICE COMMITTEE

6.1.1 An inservice education committee shall be established to review the inservice program in the county annually. The Association shall name 50 percent of the committee members.

6.1.2 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.

6.2 FORMS MANAGEMENT COMMITTEE

6.2.1 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.

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

6.3 TEST COMMITTEE

6.3.1 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.

6.4 TEXTBOOK SELECTION

6.4.1 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.

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

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.
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.

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

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.

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

7 EXPERIENCE CREDIT

7.1 ALLOWABLE TEACHING EXPERIENCE

7.1.1 Teachers shall be given salary credit for all Hillsborough County public school teaching experience.

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.

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.

7.2.2 The combined total of work and teaching experience cannot exceed five 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 study 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 study 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 and 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 con-
tinuous 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 thirty workdays
after December 31st of each 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.

8.4

TEACHING HOURS

8.4.1 The school day for teachers shall be seven hours and twenty minutes. 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, twenty minute day.

8.4.2 Compensation on the basic salary schedule shall be based on seven hours and twenty 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 at Brevster and the Skills Center shall be 330 minutes per day until the Erwin Center is completed and its programs are accredited by the state, then this time shall be reduced to 300 minutes. Teaching time in cosmetology, countywide, and industrial and health programs at Tampa Bay Tech shall be 300 minutes per day. Teaching time in other secondary schools shall be 275 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.

8.4.4 An accounting procedure related to teachers reporting for work shall be developed and implemented by Department Heads, Team Leaders or Grade Chairman 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 seven hours and twenty-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 A SIXTH PERIOD WITH ADDITIONAL 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 (5 teaching periods) 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 twenty minute day. A teacher employed for the afternoon session
may be employed one period prior to their regular seven hour and twenty 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 twenty
minute day is extended one hour to effect an eight hour and twenty minute day.

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 six periods shall be compensated for an extra hour per day
based on the Part Time Instructional Salary Schedule.

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 twenty minute
day but shall work an extended day from time to time as needed.

8.7.3 Department heads, curriculum specialists and curriculum coordinators I 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 a planning period of at least thirty minutes each day during
which they will not 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 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.

8.8.3 Each teacher shall be provided a minimum of thirty minutes for duty-free lunch
period. Where the physical facilities of the school plant do not permit thirty
minutes for lunch, the Assistant Superintendent for Administration may approve a
modified lunch schedule that is within ten minutes of the minimum time, until
such time as the condition may be corrected.
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 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 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 An itinerant teacher’s geographical area of assignment shall be considered permanent for a school year. Itinerant teachers may be transferred administratively as contained in Section 11.3. If a program is increased or decreased during the year, geographical area changes may be made.

9 AUXILIARY EMPLOYMENT

9.1 It shall be the policy of the Board to employ only full-time instructional personnel of the Hillsborough County School System for the extended school year, adult education program, and federal projects when possible.

9.1.1 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.

9.1.2 Teachers from sixth grade centers shall be hired for the extended school year in proportion to the number of sixth grade students who are attending the extended school year in their feeder schools if said teachers are available.

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 Vocation 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 In cases where it is necessary to consider exceptions to the above policy, 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.

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

9.1.8 A statement of all subject area openings for auxiliary positions will be publicized by the appropriate department and shall be posted in each school building 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.

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.

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, twenty 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, twenty minute day, and the compensatory time need not be used immediately. However, such compensatory time shall not encroach upon instructional time.

10.3.2 Teachers shall be provided with compensatory time before or after the student day 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.

10.4 VOLUNTARY ACTIVITIES

10.4.1 Activities beyond the seven hour, twenty 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, twenty minute school day. Faculty meetings and inservice education programs shall be no longer than a total of sixty (60) 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 twenty minute day.

10.6.2 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.

10.6.3 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.

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

10.6.5 Half-day teachers shall not be routinely required to return after their regular work day for faculty meetings.

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 COORDINATION OF INSTRUCTIONAL PROGRAM

10.8.1 The Board shall encourage and facilitate communication among schools in the same attendance area to provide for coordination of the instructional program among feeder schools.

10.9 MUSIC, PHYSICAL EDUCATION AND LIBRARY CLASSES

10.9.1 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.

10.10 STUDENT DIRECTION AND EVALUATION

10.10.1 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.

10.11 PRIVACY OF DISCUSSION

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

10.12 SCHOOL PROPERTY

10.12.1 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.

10.13 REPORT CARDS

10.13.1 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.

10.14 GRADING MATERIALS

10.14.1 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 work days 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.

10.15 STUDENT SCHEDULE CHANGES

10.15.1 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.

10.16 STUDENT PLACEMENT CONFERENCES

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

10.17 FIELD TRIPS

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

10.17.2 In order to keep maximum supervision and instruction in the schools, only the sponsoring teacher whose class is attending a field trip may accompany his 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 will be assigned by the administrative staff to other teachers with three days advance notice.

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

10.17.4 Substitutes shall be provided for teacher chaperones who are assigned for field trips of a day or more duration when the field trips are on the school system approved list.

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

10.18 COLLECTION OF MONEY

10.18.1 Teachers shall not be required to 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 10.17.3.

10.18.2 Teachers shall not be required to collect lunchroom money.

10.19 STUDENT INTERNS AND OBSERVERS

10.19.1 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.

10.19.2 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 forms submitted requesting exceptions shall be filed with the Assistant Superintendent for Instruction and be available to the Association.

10.19.3 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.

10.19.4 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.
10.20 TEACHER AIDES

10.20.1 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.

10.20.2 Teachers will be involved in the process of selecting aides to be assigned to them whenever such aides are hired during the teacher's work year.

11 TRANSFER

11.1 GENERAL PRINCIPLES

11.1.1 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.

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

11.1.3 Teachers who have been notified in writing of deficiencies which could lead to dismissal if improvement is not made, 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 before considering new applicants.

11.1.4 Teachers are eligible to transfer at any time during the school year to move in-field from an out-of-field assignment or to accept a higher paying position. A qualified replacement should be secured before the transfer is made; however, no transfer will be delayed more than two weeks.

11.2 TEACHER TRANSFERS

11.2.1 The transfer period for the following year shall commence when the unit allocation is completed. Hiring of new applicants cannot take place until the close of the first transfer period and the placement of the teacher in the pool.

11.2.2 An initial transfer period of at least two 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.

11.2.3 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 as soon as possible after completion of the initial transfer period.

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 through the last work day prior to preplanning in August. 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. Teachers must notify the administrator of their intention to resign in time for the administrator to find a replacement prior to the teacher leaving. A period of two weeks is considered sufficient notice.

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

11.2.13 Administrators shall arrange interviews immediately with interested teachers requesting a transfer and make a selection within thirty calendar days plus any holidays falling within the thirty days. 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. Vacancies known at that time should be filled within thirty calendar days.

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.

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 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, 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 teacher's prior experience, course work or other training. 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.)

11.4.6 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, such teacher shall be moved to the top of the pool seniority list. Teachers remaining in the pool from the previous unit loss, will be placed prior to teachers new to the pool. If there is more than one teacher in this situation, placement at the top of the list will be determined by their seniority. Teachers in the pool will then be assigned according to their certification.

11.5 NEW SCHOOL OR CONSOLIDATION TRANSFERS

11.5.1 The seniority 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 resignations, 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 racial quota and the seniority policy.

11.5.5 The school(s) loosing 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) 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.
FAMILY TRANSFER

11.6.1 No teacher shall be appointed or reappointed to a school in which his father, mother, brother, sister, husband, wife, son, or daughter is employed. A couple marrying during the school year shall 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.

ENERGY CRISIS TRANSFERS

11.7.1 Voluntary energy crisis transfers may occur any time during the year.

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.

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.

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 of deficiencies which could lead to dismissal if improvement is not made, 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.

LEAVES

ABSENCE FROM DUTY (ILLNESS OR PERSONAL LEAVE)

13.1 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 administrator of the date of his expected return and a substitute reports, the substitute, not the teacher, shall be entitled to a day's salary.

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 expects to return, the substitute shall be asked to continue his duty.

13.1.2 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.

13.1.3 Curriculum Coordinators I, department chairmen, and curriculum specialists may be required to call substitutes.

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 with at least eleven (11) days of accrued sick leave as of the date of enrollment may enroll in the Sick Leave Bank by voluntarily contributing one (1) accrued sick leave day to the Bank between the first day of preplanning and September 30 of any year.

B. Membership in the Sick Leave Bank shall be continuous from initial enrollment until an individual member has drawn days from the Bank or has withdrawn from the plan.

1. In the event the Bank is drawn down to two hundred (200) sick leave days, each member shall contribute one (1) additional sick leave day in order to continue membership.

2. In the event a member draws from the Bank, that individual's membership shall be suspended after drawing all days authorized from the Bank. Such individual may reinstate their membership by meeting the qualifications in above Section II A.

C. 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. If a member is forced into an extended absence from employment because of his/her own catastrophic illness or accident (excluding workers compensation cases), said member may receive paid sick leave under the following conditions:

1. The member must have exhausted all accumulated sick leave and have
missed ten (10) consecutive work days without pay.

2. The member must make application to the Sick Leave Bank Committee submitting certificates from two doctors attesting to the member’s extended illness or accident. The certificate must state:

   a. The nature of the illness or accident.
   b. The probable date the member would be eligible to return to work.

3. Upon approval of the application, members will be allowed to draw up to a maximum of one hundred (100) continuous paid sick leave days from the pool.

4. All cases shall be reviewed by the Sick Leave Bank Committee when the 50th consecutive day of benefits is reached. The committee may request additional medical certification.

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

      1. The Director of Finance - Chairman
      2. The President of CTA
      3. The Chairman of the CTA Paraprofessional Unit
      4. One Representative from SEMO
      5. One Representative from Classified Personnel

   D. Enrollment forms and applications for benefits may be obtained from either the Payroll Office or the CTA Office.
   E. Specific rules for the implementation of this bank shall be developed by the Sick Leave Bank Committee.
   F. The terms and conditions of the Sick Leave Bank may be changed by a majority vote of the members of the Sick Leave Bank.
   G. Sick Leave Bank members shall be given an annual report of usage.

13.3 ILLNESS 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 (three hours and forty minutes) 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 of a school day but less than a full day (seven hours and twenty 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 (three hours and forty minutes), 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.

13.4 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 work days 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 shall be notified prior to the teacher taking leave. Immediately following the absence, a sick leave form shall be submitted stating that the absence was for "personal reasons."

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.

-25-
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.

ILLNESS OR ACCIDENT IN LINE OF DUTY

13.10.1 Any teacher 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 Leave of any such member of the teaching staff shall be authorized for a total not to exceed ten school days during the school year for illness contracted, or injury incurred, from such causes prescribed above.

13.10.3 This policy is intended to deal with such uncommon diseases or infestations as meningitis and scarlet fever and the illnesses normally related to childhood diseases such as mumps, measles, chicken pox, head lice or pink eye. This does not include the normal adult illnesses such as hepatitis, common cold, influenza, etc. See Section 21.8 for procedures. Children found to contain these illnesses or infestations shall not be allowed to return to school until such time as the condition no longer exists.

13.10.4 When a health hazard exists at a work location that necessitates preventive action or treatment, such as taking shots, to protect teachers, 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.

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.

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.

STUDY AND WORK SHOP LEAVE

13.13.1 Study leave for ten months teaching personnel during post and/or pre-planning for college study may be granted for attendance at summer sessions of colleges and
universities. 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.

13.13.2 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.

13.13.3 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.

13.14 PERSONAL LEAVE (SHORT TERM) WITHOUT PAY

13.14.1 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.

13.15 EXTENDED LEAVES - GENERAL PROVISIONS

13.15.1 Extended leaves (leaves for more than thirty calendar days) are granted for one school year, the remainder of a school year or 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.

13.15.2 Leaves may not be renewed or extended; however 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.

13.15.3 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. The approval of the leave by the State, obligates the teacher to pay for that period of time.

13.15.4 Teachers are not eligible for substitute or part-time work with the Hillsborough County School System while on leave.

13.15.5 Leave for certified teachers is not considered a termination of employment. Upon expiration of the leave, a teacher shall be returned to the school where he previously served.

13.15.6 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.

13.16 HEALTH LEAVE

13.16.1 A permanent teacher may be granted a health leave without pay. A physician's
13.16.2 Teachers will be placed on a health leave when accrued sick leave is exhausted and more than thirty (30) 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 (30) days if the doctor is unable to certify a return date. Teachers may return after each thirty (30) day period with one week notice.

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 incurred 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 (STUDY, PEACE CORPS, OVERSEAS SERVICE SCHOOL TEACHING AND FULLBRIGHT SCHOLARSHIPS)

13.18.1 Professional leave is granted without pay. The teacher must be a full-time student (law student excluded) or receiving a degree, hold a Graduate or higher certificate certifying him in his field of assignment and have received a fourth consecutive assignment without reservation. Additional leaves may be requested. Any teacher granted a study leave must, upon his 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 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. A teacher returning from professional study 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. 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 completion of his probationary period and after having been renominated for the fourth year. One additional year of 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, FAMILY CARE AND MEDICAL DISABILITY LEAVE

13.20.1 Teachers who have knowledge of a pending disability 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 who wish to use sick leave when absent due to the birth of their child should inform their principal of the expected time and duration of their absence. Sick leave may be used for two calendar months after the birth of a child. At that time, a teacher must return to school or request an extended 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 maternity 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.

13.21 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 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 for the remainder of his leave. The position from which he is on leave is reserved for him.

b) When the conditions change from which a teacher takes leave, he 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.

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.
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.

14.1.2 When new schools are constructed, they will include teacher facilities of the nature noted below: (Whenever possible, they will be added to existing schools.)

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

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

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

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

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

14.1.4 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 students if he desires to do so.

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

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

14.1.7 A teacher's right to the privacy of their mail shall be maintained.

14.1.8 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 includes teacher representation from each department or grade level and special services areas.
The purpose of this committee would be to act in an advisory capacity to the building administrator. The committee should 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.

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. Textbook Utilization
The steering committee shall have the responsibility to assist the principal in implementing county guidelines regarding textbook utilization in the school.

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

### STUDENT MANAGEMENT AND PROTECTION OF TEACHERS

#### 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.

15.2 TEACHER PHYSICAL ASSAULT

15.2.1 Any teacher who has suffered an assault in connection with his employment shall immediately make a written report, within seventy-two hours, of the circumstances thereof to his 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 Office of 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 work days 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.

15.3.5 Each teacher of 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 boys, dean of girls), 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 file of each individual shall be open to inspection with the exception of the teacher evaluation which is confidential by law. Written authorization will permit a teacher's representative to examine the teacher's evaluation.

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 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 has read such material by affixing his 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 answer shall be reviewed by the Assistant Superintendent for Personnel Services and attached to the file copy.

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 each 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 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 their area and/or specialty. 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.

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. Department chairmen may assist with teacher evaluations when principals desire their assistance. This evaluation will be made in the space provided the principal on the teacher's evaluation sheet in March.

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 teaching 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 tenure teacher may not be employed into a temporary appointment.

17.1.7 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 School 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:

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 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 would submit its decision to the teacher within ten days after the review.

18.3 DISMISSAL FROM EMPLOYMENT

18.3.1 Any Hillsborough County School 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. 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 of deficiencies existing which, if not corrected could lead to dismissal, shall be summarized in writing by the evaluator 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.
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 work days 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 work days 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 work days 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.

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.

RETIREMENT

18.6.1 Teachers desiring to work beyond the age of 65 shall submit to their immediate supervisor the school system's medical report form signed by a physician of their choice. (See appendix for report form.) This completed medical report form must be presented to the teacher's immediate supervisor by renomination time of the school year (July 1 or June 30) in which the teacher becomes 65 and annually thereafter.
18.6.2 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 TERMINAL PAY

18.7.1 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 at normal retirement (retirement under any established retirement plan with full or reduced benefits as provided by law, or mandatory retirement due to attainment of the age of 70), 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% of his daily rate of pay times the number of days he has accumulated in sick leave not to exceed 120 days.

b) During the next three (3) years of service with the School Board, an employee will be paid 40% of his daily rate of pay times the number of days he has accumulated in sick leave not to exceed 120 days.

c) During the next three (3) years of service with the School Board, an employee will be paid 45% of his daily rate of pay times the number of days he has accumulated in sick leave not to exceed 120 days.

d) During and after the 10th year of service with the School Board, an employee will be paid 50% of his daily rate of pay times the number of days he has accumulated in sick leave not to exceed 120 days.

A teacher retiring due to a disability is not eligible for terminal pay.

18.8 TEACHER LAY-OFF AND REEMPLOYMENT

18.8.1 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 their area of certification.

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) Laid-off teachers shall have first option for accepting reemployment on a seniority basis, as vacancies for which they are certified open within the
18.8.2 Upon reemployment, all rights related to salary, fringe benefits and seniority shall be fully restored.

18.8.3 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.

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 a 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.

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.

20.4 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 conference with the principal or immediate supervisor as defined in Section 20.2.1 (Definition of Grievance) 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, with the objective of resolving a 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.

20.7.4 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.

20.7.5 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.

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

20.8 LEVEL III

20.8.1 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 work days, whichever is sooner. The Board shall have fifteen work days after receipt of the grievance in which to hold a hearing and render a decision.

20.9 LEVEL IV

20.9.1 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.

20.9.2 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.

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

20.9.4 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.

20.10 ARBITRATOR HEARINGS

20.10.1 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.

20.10.2 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.

20.10.3 Fees and necessary expenses of arbitration shall be borne equally by the negotiating agent and the Board.

21 INSURANCE AND INJURY BENEFITS

21.1 INSURANCE SOLICITATION

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 HOSPITALIZATION, MAJOR MEDICAL, AND LIFE INSURANCE COVERAGE

21.2.1 The School Board agrees to pay the premium for the employee coverage for hospitalization, major medical, and $4,000 life insurance. The employee may insure his family for hospitalization and major medical coverage, provided that he pays the additional premium and provided they are enrolled within the first 31 days of employment or within the first 31 days of a change in dependent coverage. Evidence of insurability will be required after 31 days.

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

21.2.3 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 worker's 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. Absences directly attributable to an assault will not be charged to sick leave for a period of up to twelve months.

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 worker's 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 WORKER'S COMPENSATION BENEFITS

21.7.1 Payment of salaries by the Board and compensation insurance under coverage by the Board shall not be made so as to result in double payment for any period of service. In cases where salaries of injured employees are being paid by the Board during absence due to the injury, whether said absence is covered by sick leave, vacation, or a period allowed injured employees, any compensation insurance accruing as a result of the injury shall be paid to the Board. Board payments will cover the first ten days of absence. After the employee goes off the payroll of the Board, the compensation insurance shall be paid to the employee.

21.8 INJURY ON THE JOB REPORTS

21.8.1 All employees shall report On The Job Injuries to their Supervisor immediately. An employee Injury Report shall be completed in detail by the Administrator or Supervisor and forwarded to the Supervisor of Risk Management & Safety within 48 hours after an injury.
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 Worker's 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 Department within 48 hours. This form is proof of medical treatment and/or excuse from work by a doctor. Worker's Compensation benefits will be delayed until this proof is received by the Risk Management Department.

22

ASSOCIATION RIGHTS

22.1  H.C.T.A. ACTIVITIES

22.1.1  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.

22.1.2  The Association shall be allowed a maximum of one meeting per month during the work day as long as the meeting does not interfere with student contact time. Elementary schools shall meet after the student day. Double session schools shall be allowed one meeting per session. Such meetings shall not exceed 60 minutes during the work day. 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.

22.1.3  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.

22.1.4  The Association office shall be a regular stop on the school mail route. The Association will have the right to place Association material in teachers' mail boxes. Copies of all generally distributed materials placed in teachers' boxes shall be furnished the principal.

22.1.5  Authorized representatives of the Association will assume responsibility for posting or distributing material for the Association.

22.1.6  The Association senior building representative shall have the right to announce the time, place, and subject of the Association meetings at school faculty meetings.

22.1.7  The Board shall notify the Association when a teacher's name has been submitted to the Professional Practices Council.

22.1.8  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.

22.2  PAYROLL DEDUCTION
22.2.1 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.

22.2.2 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.

22.3 S.E.M.G. MEETINGS

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

22.4 SCHOOL BOARD MEETINGS

22.4.1 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.

22.4.2 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.

22.5 CLASSROOM TEACHERS ASSOCIATION PRESIDENT

22.5.1 The Board shall grant leave to the President of the Association during his term of office.

22.5.2 Leave time will count toward accruing seniority, benefits, salary increment steps, etc.

22.5.3 Upon request from the Association, the Association shall provide the Board with revenue to pay for the President's salary, taxes, retirement, and fringe benefits and in return the Board shall issue check warrants in accordance with the adopted payment schedules to the President during his term of office. The Association shall inform the Board of the date of the President's term of office.

22.6 STATE CONVENTIONS

22.6.1 The Board shall grant the Association members professional leave for the purpose of attending the state affiliate 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 professional leave commencing at 1:00 PM on the Thursday before the convention if the following Friday is a non-student day. If the following Friday is a student day, professional leave shall commence at 12:00 noon on that Friday.

22.7 SAVINGS CLAUSE
If any provision of this agreement is or shall at any time be contrary to law or 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.

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

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

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.

EXPIRATION DATE

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, 1982, and from year to year or day to day thereafter until a new contract is ratified by the Board and the 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 1982 or by the first working day in May in any year the contract is extended, a written document setting forth the changes desired.

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, 1980, and from year to year thereafter unless at least sixty days prior to June 30 1980, 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 1980 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 18th day of September, 1979.

Marion S. Rodgers, Chairman
School Board of Hillsborough County

Mollie Read, President
Hillsborough Classroom Teachers Association

Raymond O. Shelton
Superintendent of Schools
Hillsborough County, Florida

Sam Rosales, Executive Director
Hillsborough Classroom Teachers Association
### APPENDIX

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<td>Salary Schedules</td>
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<td>Supplement Schedules</td>
<td>A-9 - A-11</td>
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<td>Part-Time and Summer Schedules</td>
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10 MONTH INSTRUCTIONAL SALARY SCHEDULE
(196 DAYS)
1979-1980

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Rank III - Bachelor's Degree
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Rank I - Doctor's Degree
4 HOURS PER DAY
10 MONTH INSTRUCTIONAL SALARY SCHEDULE
(196 DAYS)
1979-1980

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Rank III - Bachelor's Degree
Rank II - Master's Degree
Rank IA - Special Post Graduate
Rank I - Doctor's Degree
### 11 MONTH INSTRUCTIONAL SALARY SCHEDULE

(216 DAYS)

1979-1980

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Rank III  -  Bachelor's Degree
Rank II   -  Master's Degree
Rank IA   -  Special Post Graduate
Rank I    -  Doctor's Degree
## 12 MONTH INSTRUCTIONAL SALARY SCHEDULE

(260 DAYS)

1979-1980

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Rank II - Master's Degree  
Rank IA - Special Post Graduate  
Rank I - Doctor's Degree
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12 MONTH INSTRUCTIONAL SALARY SCHEDULE
(260 DAYS)
1979-1980

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Rank III - Bachelor's Degree
Rank II - Master's Degree
Rank IA - Special Post Graduate
Rank I - Doctor's Degree

A-5
SCHOOL PSYCHOLOGISTS SALARY SCHEDULE
(200 DAYS)
1979-1980

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A-6
### SCHOOL PSYCHOLOGISTS SALARY SCHEDULE

(220 DAYS)

1979–1980

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SCHOOL PSYCHOLOGISTS SALARY SCHEDULE
(260 DAYS)
1979-1980

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## ATHLETIC SUPPLEMENTS
### 1979-1980

### SENIOR HIGH SCHOOLS:

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<tr>
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<td>*</td>
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</tr>
<tr>
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<tr>
<td>Head Baseball</td>
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<td>784.00</td>
<td>*</td>
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<tr>
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### JUNIOR HIGH SCHOOLS:

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* All supplements are paid at the completion of the season for the particular position identified except those listed below which are paid monthly.

- Senior High - Business Manager
- Junior High - Athletic Chairman
- Head Intramural Specialist
- Assistant Intramural Specialist
### SUPPLEMENTS FOR SPECIAL ASSIGNMENT

#### 1979-1980

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#### DEPARTMENT HEADS (Senior High School):

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<tr>
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#### LEARNING SPECIALISTS, COM. SCHOOL SPEC., TEAM LEADER

EDUC. DIAGNOSTICIAN, FIELD STAFF SPECIALISTS, TUTORIAL SPECIALISTS, CURRICULUM SPECIALISTS:

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#### MUSIC PERSONNEL:

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<tr>
<td>NON-CERTIFICATED INSTRUCTIONAL PERSONNEL:</td>
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<tr>
<td>Grade 21, Step 1 of the Civil Service Salary Schedule</td>
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A-11
PART-TIME INSTRUCTIONAL, SUBSTITUTE
TEACHING (REGULAR AND ON-CALL)
ASSISTANT TEACHER, ADMINISTRATIVE
SECRETARY, ROTC PERSONNEL
1979-1980

PART-TIME INSTRUCTIONAL PERSONNEL (EVENING SCHOOL):

Hourly Rates

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<tr>
<th>Rank</th>
<th>Step</th>
<th>Basic</th>
<th>Adv.</th>
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</thead>
<tbody>
<tr>
<td>Rank III</td>
<td>1-9</td>
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<td>9.92</td>
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<td>Rank IA</td>
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<td>$11.02</td>
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<td>12.40</td>
<td>12.90</td>
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<tr>
<td>Rank I</td>
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<td></td>
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<td>$11.90</td>
<td>12.40</td>
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<td>13.33</td>
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*Experience is based on full-time contractual status.

REGULAR SUBSTITUTE TEACHING PERSONNEL:

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<tr>
<th>With Degree</th>
<th>Without Degree</th>
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</thead>
<tbody>
<tr>
<td>Daily</td>
<td>$30.00</td>
</tr>
<tr>
<td>Hourly</td>
<td>$4.11</td>
</tr>
<tr>
<td>No. of Hours</td>
<td>7.3</td>
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</table>

Unauthorized substitutes will be paid $15.00 per day.

ASSISTANT TEACHERS:

| With Degree | $35.04 per day |
| Without Degree | $32.12 per day |

HEAD START INSTRUCTOR:

Employed after July 10, 1979: $34.72 per day
Employed prior to July 10, 1979:
- 34.72 per day - 60 hrs.
- 37.63 per day - 90 hrs.
- 40.55 per day - Degree

ADMINISTRATIVE SECRETARY TO SUPERINTENDENT AND BOARD (12 Months)

Administrative Secretary to Superintendent - Teacher’s Salary Schedule
ROTC PERSONNEL:

ROTC personnel will be paid in the amount which, when added to his retirement pay, will equal the amount of his 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 active duty pay and allowance.

SUMMER PROGRAM RATES
1979-1980

These rates effective as of June, 1980.
Summer Program $7.17/hour for actual hours worked.
Work day is computed 7.3 hours/day.
Workshops $5.00/hour for actual hours worked.

SUMMER ADMINISTRATIVE SUPPLEMENTS
1979-1980

Assistant Principal $1.72/hour
Deans .86/hour
Program Coordinator .44/hour
Program Supervisor .86/hour
SECONDARY WEEKLY LESSON PLAN OUTLINE

Teacher: _______________________________ Week of: __________________

Subject: _______________________________

Please submit two copies of this form to the principal or his designee when requested as per Contract #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

Original and two copies (NCR paper)

A-14
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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<thead>
<tr>
<th>TIME</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
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Form FM-17300
### Daily Program

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<th>WEDNESDAY</th>
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Form FM-17300

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### Daily Program

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<th>TUESDAY</th>
<th>WEDNESDAY</th>
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Form FM-17300

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A-16
INFORMATION FOR SUBSTITUTES

EMERGENCY PROCEDURES:

Teacher to whom substitute can turn for help:

Fire Drill:

Others:

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 Problems:

AUDIOVISUAL EQUIPMENT AND MATERIALS:

Where stored:

Sign-out procedures:

SPECIAL SERVICES:

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<th>Service</th>
<th>Day</th>
<th>Time</th>
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SPECIAL REQUESTS
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A-19
MEDICAL EXAMINER'S REPORT OF SCHOOL EMPLOYEES
HILLSBOROUGH COUNTY PUBLIC SCHOOLS
TAMPA, FLORIDA

NAME__________________________________PHONE_______________DATE____________________

ADDRESS______________________________
Street or Box No. City State Zip Code

WORK LOCATION__________________________ASSIGNMENT______________________________

TO BE FILLED IN BY EXAMINER

This is to certify that on this date ___________________19____, I, a licensed medical practitioner,
examined the above named applicant and found him/her free from communicable or mental diseases. Furthermore, I certify this person is medically fit to perform the services required as an employee of the Hillsborough County School System.
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.
MANUAL FOR ADMINISTRATORS
FOR REAPPOINTMENT OF
INSTRUCTIONAL PERSONNEL.

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 correction. 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 definite weakness. Written notes should be specific and dated. The importance of a cumulative file of information on probationary teachers cannot be overestimated. It provides the basis for constructive supervision and for objective decisions.

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 show 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 re-employment 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 over-all judgement recorded at this evaluation 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 judgement 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 of 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
occurrence 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 ordinarily 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:

A-31
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 to be made, filed and preserved in its office a written transcript of all the evidence submitted at the hearing. 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 write 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 teacher 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:

A-33
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 phrases 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 Secretary of State, June 30, 1975.
SCREENING PROCEDURE FOR ADMINISTRATIVE
AND SUPERVISORY POSITIONS

Qualifications for the Procedure to Follow When Applying for Administrative and Supervisory Positions:

A----GENERAL PROCEDURE

1. Any person desiring an administrative position should secure an application form from the Personnel Office, complete it, and return it to the Assistant Superintendent for Personnel.

2. Applicant must meet all criteria at the time the application is filed.

3. Applicants who meet the foregoing criteria will be given an appointment to be interviewed by the Screening Committee.

4. A trained Screening Committee for each position will screen applicants four times a year in October, January, April and June.

5. When a vacancy occurs in one of the above positions, and is not to be filled with a present administrative or supervisory employee of the School Board of Hillsborough County, a proper notice along with qualifications for the position will be placed in the "Administrative Bulletin."

6. The principal or person responsible for making recommendations will interview and select an applicant from only those who have been interviewed by the Screening Committee.

7. Files for all applicants who have appeared before Screening Committees are kept on file in the Personnel Office for a period of three years.

8. The applicants on the eligible list may contact administrators about vacancies when positions are advertised in the "Administrative Bulletin."

9. Personnel now serving in an administrative or supervisory capacity will be eligible for promotion without an appearance before the Screening Committee.

10. Applicants for Vocational-Technical and Adult Education vacancies must meet appropriate certification requirements.

11. The above certification requirements are in accord with those established in ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS.

12. The only exceptions made to the above policies with references to earning credit will be made in case of illness substantiated by a doctor as outlined under 9.611 (3) (a) (2) of ACCREDITATION STANDARDS FOR FLORIDA SCHOOLS.

13. Department Head and Guidance positions must be advertised in the "Administrative Bulletin."

B----SELECTION
1. Each committee member will complete a rating sheet for the applicant. A minimum average rating of 24 will be required for the applicant's name to be placed on the "Eligible List of Applicants."

2. Applicants will be notified in writing by the Personnel Office with reference to results of the interview.

3. Applicants who did not achieve the minimum rating may request to review rating sheets with one of the Personnel Supervisors and to have the rating sheets destroyed. Applicants may reapply for screening one year after the screening committee interview if they have had their rating sheets destroyed.

4. If an applicant, who has passed the Screening Committee, is not placed in a position within three years, he must reapply and reappear before the Screening Committee.

---OBJECTIVES FOR SCREENING COMMITTEE

1. To insure that only persons with the best qualifications are recommended for administrative and supervisory positions.

2. To insure that anyone with these qualifications may be considered for vacancies that occur.

3. To insure that applicant has an opportunity to present verbally any qualifications which may not appear on written application.
INDEX

ABSENCE FROM DUTY
Excused Absences, 13.1.2
Notification, 13.1.1

ACTING PRINCIPAL
Authority, 13.22.3
Certification, 13.22.2
Remain in Classroom, 13.22.1
Substitutes, 13.22.1

ACTIVITIES, EXTRA CURRICULAR, 10.1.4

ADMINISTRATIVE REVIEW
Request, Association, 19.2.1
Time Line, 19.2.2

AGREEMENT
Execution of, p.48
Implementation of, p.1
Parties to, 1.1.1, 1.1.2

AIDES, TEACHER
How Utilized, 10.20.1
Selection Process, 10.20.2

ANNUAL CONTRACT TEACHERS
Non-Renomination, 18.4.1

APPENDIX, A-1 to A-36

ARBITRATION
Hearings, 20.10.1
Decisions, 20.10.2
Fees, 20.10.3

ASSAULT, TEACHER
School Security, 15.2.3
Supplemental Reports, 15.2.2
Written Reports, 15.2.1

ASSIGNMENTS, TEACHER
Half-Day, 2.11.1
Supplements, 2.9
Temporary, 2.10.1, 2.10.2, 2.10.3, 2.10.4

ASSOCIATION PRESIDENT
Fringe Benefits, 22.5.3, 22.5.2
Leave, 22.5.1

ASSOCIATION RIGHTS
Bulletin Board Space, 22.1.3
CTA Meetings, 22.1.2
Faculty Meetings, 22.1.6
Payroll Deduction, 22.2.1, 22.2.2
Privacy, 2.3.4
Professional Leave, CTA, 22.1.8
Professional Practices Council, 22.1.7
Responsibility for Distribution, 22.1.5
School Mail, 22.1.4
Teachers' Mail Boxes, 22.1.4
Use of School Building, 22.1.1

AUTOMOBILE OWNERSHIP
Positions Requiring, 2.7.1
Student Transportation, 2.7.2

AUXILIARY EMPLOYMENT
Board Policy, 9.1
Eligibility, 9.1.1, 9.1.2, 9.1.3, 9.1.4
Exceptions, 9.1.6
Exception, Approval, 9.1.7
Extended School Year, 9.1.1
Programs, 9.1.4
Sixth Grade Center, Teachers, 9.1.2
Subject Area Openings, 9.1.8
Two Positions, 9.1.5

BARGAINING UNIT
New Class or Division, 1.3.2

BUDGET
School, 14.2(1)

CALENDAR
Committee, 8.1.3
Work Year, 8.1.1

CERTIFICATE
Curriculum Coordinator I, 8.6.4
Extension, 4.4
In-Field, 4.4.3
Length of Time, 4.4.1
Military Service, 4.4.5
Temporary Certificates, 4.4.6
Training or Experience, 4.4.2
Remaining Credit, 4.4.4
Special Permit, 4.4.6
Registration of, 4.1.1, 4.1.2
Substandard, 4.2.1

I - 1
COMMITTEE REPORTS
School Board, 22.4.2

COMPENSATORY TIME
Covering Classes, 10.3.2
Duties Beyond 7 Hr. 20 Min. Day, 10.3.1

COMPLAINTS, PARENTS
Board Policy, 19.1.1
Teacher-Parent Conferences, 19.1.2

COMPLAINTS, TEACHERS
Grievance Procedure, 20.1.1, 20.1.2
Grievance, Level I, 20.6.1
Grievance, Level II, 20.7.1
Representation, 20.3.1, 20.3.2

CONTRACT, ASSOCIATION
Expiry Date, 22.8.1, 22.8.2

CONTRACT, TEACHER
Acceptance of Appointment, 2.4.2
Signing and Returning, 2.4.1

CONVENTIONS, STATE
Professional Leave, CTA Board, 22.6.1(a)
Professional Leave, Delegates, 22.6.1(b)

COORDINATION OF INSTRUCTIONAL PROGRAM
Facilitate Communication, 10.8.1

CREDIT
Experience, 7.1.1, 7.1.2, 7.1.3
Work in Lieu of Teaching Experience, 7.2.1, 7.2.2, 7.2.3

DETENTION
Student, 10.5.1

DISMISAL FROM EMPLOYMENT
Association Staff, 18.3.7
Building Representatives, 18.3.6
Grounds for Discharge, 18.3.1
Procedural Manual, 18.3.2
Psychiatric Examination, 18.3.5
Summary of Deficiencies, 18.3.3
Teacher Disagreement, 18.3.4

DISTRIBUTION
Furniture, 14.1.5
Supplies, 14.1.6

DUES
Deduction of, 22.2.1

DUTIES, TEACHER
Accountable, Lost Property, 10.12.1
Approved Materials, 10.7.1
Beyond Normal 7 Hr. 20 Min. Day, 10.2.1
Compensatory Time, 10.3.1, 10.3.2
Normal 7 Hr. 20 Min. Day, 10.1.6
Detention, Students, 10.5.1
Evaluation, Students, 10.10.1
Faculty Meetings, 10.6.1
Inservice Education, 10.6.1 - 10.6.5
Lesson Plans, 10.1.1 - 10.1.3
Report Card Grades, 10.13.1
Special Services, Elementary, 10.9.1
Student Placement, 10.16.1, 10.15.1
Voluntary Activities, 10.4.1

ECONOMIC SERVICES
Payroll Deductions, 22.2.2

ELECTION DAY
Work Day, Meetings, 8.4.1

ENERGY CRISIS
Acceptance, 11.7.3
Itinerant, 11.7.4
Qualifications, 11.7.2
Transfers, 11.7.1

EVALUATION, PERSONNEL
Administrative Evaluation, 16.4.2
Philosophy, 16.3.1
Placement of Copies, 16.4.3
Procedure, 16.4.1
Provisions, 16.2.1 (a-f)
Self-Evaluation, 16.4.1

EVALUATION, STUDENT
Responsibility, 10.10.1

EXPIRATION DATES
Money Items, 22.8.2
Non-Money Items, 22.8.1

EXTRA CURRICULAR ACTIVITIES
Teacher Involvement, 10.1.4

FACILITIES, TEACHER
Dining Space, 14.1.4
Parking Space, 14.1.2(d)
Physical Space, 14.1.1
Safety and Security, Cars, 14.1.3
Teacher, 14.1.2
FACULTY MEETINGS
Frequency, Length, 10.6.1
Half Day Teachers, 16.6.5
Time of Starting, 10.6.4

FACULTY STEERING COMMITTEE
Composition of, 14.2
Forms Review, 14.2(3)
Purpose, 14.2
Responsibilities, 14.2
School Budget, 14.2(1)
Textbook Utilization, 14.2(2)

FIELD TRIPS
Approved List, 10.17.5
Approval of, 10.17.1
Chaperones, 10.17.2
Substitutes, 10.17.4
Transportation, 10.17.3

FINGERPRINTING
New Teachers, 2.6.1

FORMS MANAGEMENT COMMITTEE
Goal, 6.2.2
Purpose and Members, 6.2.1

GIFTS
Acceptance of, 3.1.1

GRADING, STUDENT
Evaluation, 10.1.91
Exception (less than 20 days), 10.13.1
Materials, 10.14.1

GRIEVANCE PROCEDURE (con't)
Substitutes for Hearings, 20.4.6
Time Limits, 20.5.1

HALF-DAY TEACHERS
Assignments, 2.11.1
Faculty Meetings, 10.6.5

HEALTH EXAMINATION
New Teacher, 2.5.1

HOLIDAYS
Exception to Payment Thereof, 8.3.3
School, Calendar, 8.3.1
Teacher, Paid, 8.3.2

INJURY ON THE JOB
Liability Policy, 21.8.3
Reporting Forms, 21.8.1
Worker's Compensation, 21.7.1, 21.8.1, 21.8.2

INSERVICE EDUCATION
Committee, 6.1.1
Exemption of, 10.6.2
Half-Day Teachers, 10.6.5
Length of, 10.6.1
New Positions, 8.1.2
Participation Requirement, 10.6.3
Starting Time, 10.6.4
Written Evaluation, 6.1.2

INSURANCE
Cancer, 21.4.1
Hospitalization, Major Medical, Life,
21.2.1, 21.2.2, 21.2.3
Income Protection, 21.4.1
Injury Reports, 21.8.1
Liability Policy, 15.1.2
Medical Treatment, 21.8.2
Personal Injury Benefits, 21.5.1, 21.5.2
Personal Property Loss, 21.6.1
Solicitation, 21.1
Tax-Sheltered Annuities, 21.3.1
Worker's Compensation, 21.7.1

INSTRUCTIONAL PROGRAM
Coordination of, 10.8.1

INTERNS, STUDENT
Assignment Areas, 10.19.1
Assignment of Pre-Teachers, 10.19.3
Teacher Eligibility, 10.19.2
Teacher Rights, 10.19.4
LAY-OFF, TEACHER

Governing Factors & Procedures, 18.8.1(a-d)
Insurance, 18.6.3
Re-Employment, 18.8.2

LEAVES

Absence From Duty, Notification, 13.3.1
Accident, 13.10.1, 13.10.2
Adoption, 13.20.4
Calling Substitutes, 13.1.3
Child Care, 13.20.4
Excused Absences, 13.1.2
Extended
Period of Time, 13.15.1
Renewal, Extension, 13.15.2
Retirement Funds, 13.15.3
Substituting, 13.15.4
Temporary Appointment, 13.15.6
Termination of Employment, 13.15.5
Family Care, 13.20.4
Health
Accrued Sick Leave, 13.16.2
Eligibility, 13.16.1
Illness
Claims, 13.3.2
Communicable Diseases, Head Lice, 13.10.3
Cumulative Days, 13.3.1
Duty, One-Half Day, 13.3.3
Line of Duty, 13.10.1 through 13.10.4
Persons Covered, 13.3.1
Transfer of, 13.3.4
Jury Duty - Court Witness, 13.11.1
Maternity
Inform Principal, 13.20.1, 13.20.2
Period of Time, 13.20.4
Use Sick Leave, 13.20.3
Medical Disability, 13.16.1
Military, 13.17.1, 13.19.2
Military Reserve, 13.12.1
Personal, With Pay, 13.5.1
Personal, Extended, Without Pay
Eligibility, 13.19.1
Employment Prohibition, 13.19.2
Extenuating Circumstances, 13.14.1
Short-Term, Without Pay, 13.14.1
With Pay, 13.5.1
Professional Duty
In-County, 13.6.1
Out-of-County, 13.7.1
Out-of-County, Non-Student Day (Group), 13.9.1
Out-of-County, Student Day (Group), 13.8.1 through 13.8.5
Substitutes, 13.6.2

LEAVES (con't)

Professional Leave
Areas Covered, 13.18
Eligibility, 13.18.1
Teacher Responsibilities, 13.18.1
Experience Credit, 13.18.1
Without Pay, 13.18.1
Retirement Credit, 13.2.2, 13.2.3
Short-Term
Thirty Calendar Days, 13.4.1
Request Form, 13.4.2
Study and Workshop
Professional Leave, With Pay, 13.13.3
Ten Months Teaching Personnel, 13.13.1
Transcript, 13.13.2
Types Changing Retirement, 13.2.1, 13.2.2, 13.2.3

LEAVES (EXTENDED), RETURN TO POSITION
Reassignment, 13.21.1
Return Conditions, (before expiration), 13.21.2(a-c)

LEGAL AID
Legal Counsel, 15.1.1
Liability, 15.1.2

LESSON PLANS
Copies, 10.1.1
Teacher Absence, 10.1.2
Teacher Difficulty, 10.1.3

LESSON PLAN OUTLINES
Elementary, A-15 through A-21

LUNCH PERIODS
Duty-Free, Elementary, 8.8.3

MEDICAL EXAMINER’S REPORT
Employees, Over 65 Yrs. of Age, A-22

MONEY
Collection of, 10.18.1, 10.18.2

MUSIC, PHYS. ED., LIBRARY CLASSES
Special Service Teachers, 10.9.1

NAME, ADDRESS, TELEPHONE NUMBER CHANGES
Procedure For, 2.8.1, 2.8.2

NEW EMPLOYEES
Prerequisites, 2.1.1
NON-RENNOMINATION
Administrative Committee, 18.4.3(a,b)
Appeal Hearing, 18.4.4
Grievance, 18.4.5
Procedures, 18.4.1
Request for Review, 18.4.2

PAID HOLIDAYS
Exceptions, 8.3.3
Teacher, 8.3.2
Twelve Months Teacher, 8.3.2

PAYROLL DEDUCTIONS
Association Dues, 22.2.1
Economic Services, 22.2.2

PERSONAL INJURY BENEFITS
Assaults, 21.5.1
Board's Physician, 21.5.2

PERSONAL PROPERTY LOSSES
Reimbursement, 21.6.1

PERSONNEL FILES
Duplication of Information, 16.1.1(d)
Inspection of, 16.1.1(a)
Material Content, 16.1.1(b)
References, Outside School District, 16.1.1(c)

PLANNING PERIOD
Each Day, 8.8.1
Non-Restricted Work Area, 8.8.2

POSITIONS, NEW or VACANT
Advertising of, 8.1.5

PREREQUISITES, NEW EMPLOYEES
Processing Requirements, 2.1.1
Verification of Experience, 2.2.1

PRESIDENT, CTA
Accruing Seniority, etc., 22.5.2
Fringe Benefits, 22.5.3
Leave, 22.5.1

PRIVACY RIGHTS
Individual Problems, 10.11.1
Mail, 14.1.7

PROFESSIONAL ORGANIZATION
Membership, 22.3.1

PROCESSING REQUIREMENTS
New Employees, 2.1.1

PSYCHIATRIC EXAMINATION
Teachers, 18.3.5

REAPPOINTMENT
Manual For Administration, A-25 to A-30

RECOGNITION
Association, 1.3.1

RE-EMPLOYMENT
Rights Restored, 18.8.2

RESIGNATION
Teacher, 18.5.1

RETIREMENT
Notification of Plans, 18.6.2
Work Beyond Age 65, 18.6.1

REPORT CARDS
Issuance, 10.13.1

SAFETY, STUDENTS & TEACHERS
Assaults, Teacher, 15.4.1, 15.4.2
Corporal Punishment, 15.3.5
Courses of Action, 15.3.7
Disruptive Activities, 15.3.4
Maintaining Order, 15.3.5
Police Notification, 15.3.2, 15.3.8
Pupil Control, 15.3.5
Record of Discipline Cases, 15.4.3
Security Department, 15.3.3
Security Personnel, Teacher Exemption, 15.3.1
Student Infractions, 15.3.9
Student Referral, 15.3.6, 15.3.9
Suspension, 15.4, 15.4.1
Teacher Duties, 10.1.2
Written Reports, 15.4.4

SALARY
Extended School Year, 2.3.2
Paycheck, Distribution of, 2.3.4
Paydays, 2.3.1
Pay Schedules:
10 Month Instructional (4 hours), A-2
10 Month Instructional (7hr. 20min.), A-1
11 Month Instructional, A-3
12 Month Instructional, A-4
12 Month Instructional (4 hours), A-5
School Psychologist, A-6, A-7, A-8
Supplements, Athletics, A-9
Supplements, Special Assignments, A-10, A-11
SAVINGS CLAUSE
Contrary to Florida Law, 22.7.1
Reopener, 22.7.2
Repeal of Florida Statutes, 22.7.3
Substitute Action, 22.7.2
SCHEDULES, MULTI-SCHOOL
Extra Duties, 8.10.2
Itinerant Teacher, 8.10.3
Limit Interschool Travel, 8.10.1
SCHEDULE, NOTIFICATION
Master Schedule, 8.9.1
No Discrimination, 8.9.2
Three Days Notice, 8.9.3
SCHEDULE, INSTRUCTIONAL PAY, A-1 to A-12
SCHEDULE, STUDENTS
Changes, 10.15.1
Teacher Involvement, 10.16.1
SCHOOL BOARD
Association Notification, Meetings, 22.4.1
Committee Reports, 22.4.2
Power of, 1.2.1
SCHOOL PROPERTY
Accountability, 10.12.1
SCREENING, ADMINISTRATIVE, SUPERVISORY
SEMG MEETINGS
Minutes, 22.3.1
SENIORITY
Dismissal, 12.1.5
Equal Seniority, 12.1.6
General Procedures, 12.1.1
How It Accrues, 12.1.2
Most Seniority, 12.1.4
Seniority Tie, 12.1.3
SICK LEAVE BANK
Procedures, 13.2
STUDENT DIRECTION & EVALUATION
Teacher Responsibility, 10.10.1
STUDENT EVALUATION
Responsibility, 10.10.1
STUDENT MANAGEMENT
Protection of Teachers, 15.1.1 through 15.4.4
SUBSTITUTING
Calling of, 13.1.3
Double Sessions, 8.5.1, 8.5.2, 8.5.3
On Leave, 13.15.4
SUPPLEMENTARY MATERIALS
Professional Option, 10.7.1
SUPPLEMENTED POSITIONS
Acceptance of, 8.4.2
General Provisions, 2.9 (1-4 A,B,C,D)
Group I, 2.9(1)
Group II, 2.9(2)
Group III, 2.9(3)
Length of Day, 8.7.1
Curriculum Coordinator II, 8.7.2
Out-of-School Meetings, 8.7.3
Vacant Positions, 8.6.3
SUPPLIES
Distribution, 14.1.6
Request, 14.1.8
SUSPENSION, TEACHER
Appeal, 18.2.2
Board Review, 18.2.1
Dismissal from Employment, Procedure, 18.3.1 through 18.3.7
Due Process, 18.2.1
Prior to Dismissal, 18.1.1 (a-e)
TEACHER CENTER COUNCIL
Association's List, 5.1.2
Council Members, 5.1.1
Term of Office, 5.1.3
TEACHER, LAY-OFF
Governing Factors & Procedures, 18.8.1(a-d)
Insurance, 18.8.3
Re-Employment, 18.8.2
TEACHING HOURS
Brewster, Skills Center, 8.4.3
Compensation, Basic Salary, 8.4.2
Election Day, 8.4.1
Reporting for Work, 8.4.4
School Day, Teachers, 8.4.1
Tampa Bay Tech, 8.4.3
TEACHING, OUT-OF-FIELD
Requirement for Certification, 4.3.1

TEACHING A SIXTH PERIOD
Certified Teachers, 8.6.4
Compensation, 8.6.5
Conditions, 8.6.2
Double Session
Single Session
Teacher List, 8.6.3
Voluntary Basis, 8.6.1

TEACHER RIGHTS & RESPONSIBILITIES
Accountable, Lost Property, 10.12.1
Approved Materials, 10.7.1
Collection of Money, 10.18.1, 10.18.2
Communication, 10.8.1
Compensatory Time, 10.3.1, 10.3.2
Detention, Students, 10.5.1
Evaluation, Students, 10.10.1
Extra-Curricular Activities, 10.4.1
Faculty Meetings, 10.6.1
Field Trips, 10.17.1 through 10.17.5
Grading Materials, 10.14.1
Individual Problems, 10.11.1
Inservice Education, 10.6.1 through 10.6.5
Lesson Plans, 10.1.1 through 10.1.3
Teacher Absence, 10.1.2
Classroom Instruction, 10.1.3
Normal School-Day Activities, 10.4.1
Report Card Grades, 10.13.1
Safety of Students, 10.2.1
Schedule Changes, Students, 10.15.1
Special Services, Elementary, 10.9.1
Student Interns, Observers, 10.19.1 through 10.19.4
Student Placement, 10.16.1
Teacher Aides, 10.20.1, 10.20.2

TENURE ACT, A-31 through A-34

TENURE
Procedure, 17.1.1 through 17.1.7

TERMINAL PAY
Accumulated Sick Leave, 18.7.1 (a-d)

TEST COMMITTEE
Developing or Revising, 6.3.1

TEXTBOOKS
Accountability, 10.12.1
Selection, 6.4.1(1-7)
Utilization, 10.7.1

TRANSFER
Administrative Transfer
Request, 11.3.1
Hearing, 11.3.2
Report, 11.3.3
Superintendent's Actions, 11.3.4
Family Transfer, 11.6.1
General Principles
Definition, 11.1.1
Initiation of, 11.1.2
Ineligible for Transfer, 11.1.3
In-Field, Out of Field, 11.1.4
New School or Consolidation Transfer
Procedure, 11.5.2 through 11.5.9
Seniority, 11.5.1
Teacher Transfer
Certification Areas, 11.2.4
Complaints, 11.2.15
Hiring New Teachers, 11.2.6
Initial Transfer Period, 11.2.2
Limits, 11.2.10
Notification of Decision, 11.2.14
Notification, Personnel Office, 11.2.8
Racial Quotas, 11.2.9
Re-Opening, 11.2.6
Second Transfer Period, 11.2.7
Teacher Pool, 11.2.3
Teacher Vacancies, 11.2.11
Transfer Period, 11.2.1
Unit Loss Pool, 11.2.5
Unit Loss Transfer
Length of Contract, 11.4.3
Procedures, 11.4.5(a-g)
Racial Quotas, 11.4.4
Seniority Policy, 11.4.2
Temporary & Supplemented, 11.4.6
When Used, 11.4.1

UNIT LOSS
Transfer, 11.4.1 through 11.4.6

VACATION
12 Months Teachers, 8.2.1

VERIFICATION
Experience, 2.2.1

VOLUNTARY ACTIVITIES, 10.4.1

WORKDAYS
Teachers, 8.1.4

WORKER'S COMPENSATION
Benefits, 21.7.1, 21.8.1, 21.8.2

YEAR'S TEACHING SERVICE
Definition, 7.3.1
March 3, 1982

Administrative Assistant to the Superintendent
Hillsborough County School District
Post Office Box 3408
Tampa, Florida 33601

Respondent:

The Bureau of Labor Statistics maintains a file of selected private and public sector agreements for use by private parties and government agencies, and as a basis for the Bureau's agreement provision studies. We would appreciate receiving a copy of your current agreement(s) and/or related documents, identified below, together with any related supplements (e.g., pension, health and welfare, and SUB plans) or wage schedules.

covering the Teachers of Hillsborough County with the National Education Association. 

For statistical purposes, we also need the information requested below. You may return this form, your agreement(s) and supplements in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return this form.

The file is available for your use, as provided by Section 211 of the Labor Management Relations Act of 1947, except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, please check this box.

Sincerely yours,

JANET L. NORWOOD
Commissioner

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

If more than one agreement or more than one employer is covered by this agreement, provide information on the back of this form. (Please Print)

1. Approximate number of employees involved

6,390

2. If multiemployer contract, indicate the number of employers

N/A

3. General location of agreement (city, State, or region)

County

4. Product, service, or type of business

Education

5. Effective date

1979

and expiration date

June 30, 1982

Robert J. Queirolo, Administrative Assistant

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