SCHOOL BOARD OF HILLSBOROUGH COUNTY

AND

HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION, INC. TAMPA, FLORIDA

INSTRUCTIONAL CONTRACT

July 1, 2026-June 30, 2029

SCHOOL BOARD OF HILLSBOROUGH COUNTY

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Tampa, FL 33602

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HILLSBOROUGH CLASSROOM TEACHERS' ASSOCIATION
And
SCHOOL BOARD OF HILLSBOROUGH COUNTY CONTRACT
July 1, 2026-June 30, 2029

1 Recognition

1.1 Parties to The Agreement

1.1.1 This agreement is made pursuant to Chapter 447, Florida Statutes, 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.

1.2 Recognition

1.2.1 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 employees included in the unit certified by the Public Relation Commission in its Certificate No. 42 which includes classroom teachers, school counselors, Head Start teachers, Speech Language Pathologists, Adult Education teachers, Pre-K teachers, District Resource teachers, pupil personnel (exceptional child, social workers), curriculum coordinators, team leaders, department heads, Secondary/postsecondary Career and Technical Education, media specialists, hospital/homebound teachers, teachers of migrant students, case workers, diagnosticians, psychologists, ROTC instructors, Instructional Coaches, Therapists, Specialists and mentors hereafter referred to as teachers and/or instructional personnel, and any other position identified on the district salary schedule under "Instructional Represented Positions" (See Appendix A)

1.2.2 The appropriateness of any new class or division of employees belonging to the bargaining unit shall be determined by the filing of a Unit Clarification petition with the Florida Public Employee Relations Commissions. Where the Board and Association are in agreement, such petition shall be jointly filed or shall include a statement that the non-filing party does not object to the petition.

1.3 Supremacy

1.3.1 This contract shall govern wages, hours, and terms and conditions of employment for employees in the bargaining unit. This contract shall supersede any policy, procedure, guideline, or administrative directive with which it may conflict. Employee handbooks, countywide publications and other guides shall conform to the provisions of this contract. State or Federal law shall supersede any conflicting provision of this contract in accordance with Section 27.

1.4 Exclusivity

1.4.1 The Association is the certified exclusive bargaining agent for the unit defined above. The Board shall not recognize any other organization for purposes of collective bargaining.

2 Work Year and Hours

2.1 Work Year

2.1.1 The work year shall be 198 days for ten-month teachers, 203 days for ten and one-half month teachers, 198, 205, 213, or 253 days for employees on the Student Services schedule. 213 days for eleven-month teachers, and 253 days for twelve-month teachers consistent with the School Board Calendar. Individual job classifications and the accompanying work schedule and relevant scale are listed in the District Salary Schedule document work calendars, which are incorporated in Appendix C.

2.1.2 Instructional Personnel assigned to new positions during the regular school year may be required to attend additional in-service orientation sessions. Sessions shall be conducted within the regular workday.

2.1.3 Teachers shall not be required to attend any meetings away from the school center on the Teacher Workday as designated by the official school calendar. This day is specifically set aside to enable teachers to work on classroom duties.

2.1.4 New or vacant positions contracted for eleven or twelve months shall be advertised on the district's web site.

2.1.5 Instructional Personnel shall be afforded professional discretion regarding the use of Professional Study Day. Each Instructional Personnel shall have the option to select from in-service meetings within their present area of assignment.

2.1.6 All Student Services Personnel shall be provided specialized in-service training on any designated Professional Study Day.

2.1.7 In addition to regular Pre-K training and in-service, Pre-K teachers shall be afforded the same opportunities as regular classroom teachers to attend in-service training on Professional Study Day.

2.1.8 Instructional Personnel shall be granted the right to utilize flexible working hours on non-student days, other than Professional Study Day. Instructional Personnel shall notify their Administrator.

2.1.9 The District shall establish early release days. Early release days shall be designated as teacher work time. The scheduling of early release days may be changed upon consultation agreement between the School District of Hillsborough County and the Hillsborough Classroom Teachers Association. If specials and/or a duty-free lunch are not provided during the student portion of early release days, comp time shall be granted for loss of planning and/or lunch. If both specials and a duty-free lunch are not provided during the student portion of early release days, the teacher shall be provided with a restroom break in addition to comp time. No more than one hour per month may be used for PLCs or other data gathering/planning intended to increase student achievement. A different activity may be scheduled during that time if a faculty – through a secret ballot vote with 2/3 approval – agrees to do so. Activities should be intended to increase student achievement.

2.2 Vacations for Twelve-Month Instructional Personnel

2.2.1 All twelve-month instructional personnel with up to five years' continuous service will be entitled to thirteen days' annual vacation; instructional personnel with five to ten years' continuous service shall be eligible for 16.25 days' vacation annually; instructional personnel who have ten or more years of continuous service shall be eligible for 19.5 days' vacation annually. Vacation leave is cumulative, not to exceed eighty (80) days. Accrued vacation will be paid out at the time of separation from employment in accordance with normal payroll schedules and subject to the payout limitations under state statutes.

2.2.2 Every effort shall be made to grant employees vacation requests made in writing/email whenever possible. If vacation is denied the employee shall be provided with written/email explanation for reason or denial as soon as possible.

2.2.3 If an employee who has reached the eighty (80) day maximum as described in section 2.2.1 is denied use of vacation, they shall have the right to forward their request to the Chief Human Resources Officer.

2.3 Holidays

2.3.1 The school holidays and the school year shall be determined by the Board when it adopts the annual school calendar and shall be named in the calendar.

2.3.2 The Board shall grant to all instructional personnel working less than twelve months six paid holidays each school year.

2.3.3 Instructional personnel working twelve-months shall be granted thirteen (13) paid holidays each school year.

2.3.4 Instructional Personnel must be working or be on paid leave or illness days to receive paid holidays. Instructional personnel cannot begin employment nor return from extended leave on a paid holiday. If an instructional personnel resigns (except for retirement) on a non-workday, the effective date of resignation will be at the end of their last workday.

2.4 Work Hours

2.4.1 The workday for full-time Instructional Personnel shall be eight hours. The normal workday shall be followed during pre-planning, post- planning and teacher workday. On District-wide scheduled conference days, the length of day for eight-hour instructional personnel shall be six hours, including one hour for lunch.

2.4.2 Compensation shall be based on eight hours of scheduled time. The Association and Board agree to develop criteria for the payment of supplemental salaries for instructional personnel over and above the amount reflected in the contracted basic salary schedule. The parties will convene a committee or committees, as needed and as determined by size and scope, to examine and make recommendations regarding educational and athletic supplements. Prior to the commencing of negotiations in a given year the committee(s) must set meeting times and complete their work and submit recommendations to the parties by April 15th or prior to the opening of negotiations.

2.4.3 Teaching time in secondary schools shall be a maximum of 300 minutes per day over no more than six class periods. This should include classes in not more than two subject areas nor

more than three teacher preparations except in cases where unusual circumstances require exception. Such exceptions must be approved by the appropriate assistant superintendent after the Association has been advised of the unusual circumstance.

A secondary instructional personnel's schedule, including those in the K-8 setting, shall consist of no more than two subject areas and three or fewer preparations except in unique circumstances.

2.4.4 Teaching time in elementary schools shall be a maximum of 300 minutes per day.

2.4.5 A reporting procedure related to instructional personnel reporting for work shall be developed and implemented by the Steering Committee, working with teachers at each site. Such procedure be submitted to the building administrator for approval prior to implementation but will not be used for payroll calculations.

2.4.6 The District incident management system is for safety purposes only, and it shall not be used for employee attendance, time-keeping or other data collection purposes.

2.4.7 When a four-day work week is implemented by the Board, Technical College instructors may be assigned instructional time on a weekly rather than daily basis, not to exceed 1,500 instructional minutes per week. Such assignments shall provide appropriate time for planning, preparation, and other non-instructional duties.

2.5 Teaching an Additional Period for Compensation

2.5.1 Current instructional personnel may be employed, on a voluntary basis, to teach an additional period when the need exists.

2.5.2 When the need exists, instructional personnel presently employed full-time may be employed for an additional period provided that their regular day is extended by the equivalent of one hour.

2.5.3 Each school shall secure a list of all instructional personnel in the school who desire to teach an extra paid period.

2.5.4 When a department needs an additional class taught, certified teachers outside of the department may teach the additional class only if no one in the department is available.

2.5.6 Instructional personnel teaching an additional period shall receive pay while on professional duty elsewhere.

2.6 Length of Day for District Resource Teachers

2.6.1 District and School-Based Resource Teachers shall have an eight-hour workday, including lunch.

2.7 Planning and Lunch Periods

2.7.1 Teachers shall have uninterrupted daily planning time during which they will not be responsible for students, attendance at faculty meetings, or be assigned to other duties except for emergencies. The school office shall maintain a duty roster available for staff examination, to ascertain the equity of regular and/or emergency assignments.

2.7.2 Time outside the student day is for individual instructional personnel planning except on Tuesday or where the faculty votes for a SIP wavier impacting this time.

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

2.7.4 Planning for teachers, working on teams, shall normally be scheduled to accommodate team planning.

2.7.5 Elementary teachers, K-5, shall be provided with a weekly minimum of two and one-half hours of planning time within the student day (equivalent to thirty consecutive, uninterrupted minutes per day). Elementary teachers' planning time shall take place before or after the student day and during the day when students are with specials teacher or, in the case of kindergarten teachers, when an aide is present. Elementary specials shall be scheduled in blocks of no fewer than thirty (30) consecutive minutes in order to ensure teacher planning time, except when not possible during an early release day.

2.7.6 Except for Tuesdays, all elementary teachers shall have a scheduled block of at least thirty-five (35) minutes planning period per day before or after the student day in addition to the guaranteed planning time afforded all teachers by moving to an eight-hour workday.

2.7.7 Elementary teachers shall not be required to teach more than three hours without a break. When a break is not possible after three consecutive hours of teaching, the teacher and administrator shall collaborate to ensure the teacher receives a comparable duty-free break as soon as practicable during the same workday.

2.7.8 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.

2.7.9 Each instructional personnel shall be provided a minimum of thirty minutes for a duty-free lunch period.

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

2.7.11 Secondary homeroom assignments shall be distributed fairly.

2.8 Schedule Notification

2.8.1 All instructional personnel shall be notified of their tentative program, schedule, grade level assignment, including room assignment(s) and whether they will be in a co-teach or support facilitation setting, and planning period for the ensuing year no fewer than one (1) workday prior to the start of the initial spring transfer period. Instructional personnel on leave should contact their work site for tentative schedule.

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, no fewer than one (1) workday prior to the change. No teacher shall be transferred from a non-classroom position requiring specific certification or license to a classroom without the consent of the teacher.

The principal has discretion regarding teaching assignments. However, it is the expectation of the parties that the principal provides a explanation of their rationale for any assignment changes to the affected teacher(s).

2.8.2 Instructional personnel schedules/assignments shall be made without regard to age, race, ethnicity, color, national origin, gender, gender-identity, religion, marital status, sexual orientation, disability, or membership in any teacher organization. Qualifications and experience levels of instructional personnel will be given consideration in terms of school, schedule, program, or grade level assignment. No more than four (4) consecutive classes shall be assigned to specials teachers.

2.8.3 A faculty shall be given at least three workdays' notice before a change is made in a school's class or bell schedule except in emergency cases. A change in a school's class or bell schedule shall accommodate a teacher's right to have duty-free lunch and guaranteed planning during the normal student day. Any exceptions shall be submitted to the appropriate Regional Superintendent for approval who shall then notify the Association.

2.8.4 Floating Teachers

When it becomes necessary to utilize floating teachers, the following guidelines shall apply:

A. Floating teachers shall have access to the same teaching resources, facilities, and materials as their non-floating colleagues.

B. Floating teachers shall be provided with a cart containing a lockable storage area.

C. Floating teachers shall, to the extent possible, have their classes scheduled on the same floor and/or geographic area.

D. Whenever possible, no teacher shall be required to float in consecutive school years.

2.9 Student Services

2.9.1 Student Services personnel – including but not limited to School Counselors, Psychologists, Speech, and Language Pathologists, MTSS Facilitators, and Social Workers - shall normally be assigned to no more than three school sites.

2.9.2 Student Services personnel shall not be subject to quotas regarding assessments or reports.

2.9.3 Students Services personnel shall be offered extended year and day contracts and supplemented services contracts appropriate to the district needs prior to the district contracting out.

2.9.4 In case of Student Service vacancies that must be covered by existing staff, staff providing coverage shall be entitled to extra pay at their current hourly rate (T-payroll).

2.10 Schedules for Multi-School Teachers and Certified Support Personnel

2.10.1 In arranging schedules for personnel who are assigned to more than one school, an effort shall be made to limit the amount of interschool travel. Such personnel shall be notified of any change in their schedules by opening of the Spring transfer period. Any exception to this must be approved by the appropriate Assistant Superintendent.

2.10.2 Instructional personnel with multi-school assignments shall be assigned extra duties as would be appropriate to any other faculty member on a pro-rata basis, based on their full-time equivalency across all worksites.

Such employees shall not be required to attend school-wide events or activities at a worksite other than their home/hiring site unless mutually agreed upon by the employee and the administrator(s).

Nothing in this provision shall prohibit an employee from voluntarily participating in additional school-wide events or activities at one or more assigned worksites. Voluntary participation shall not establish an expectation or precedent for future assignments.

2.10.3 A multi-school teacher or certificated support personnel's geographical area of assignment shall be considered permanent for a school year. Personnel may be transferred administratively as contained in Section 11.3. If a program is to be increased or decreased during the year, geographical area changes may be made.

2.10.4 When a vacancy exists for a cluster assignment, personnel within the department may apply for a transfer to such vacancy.

2.11 Hospital Homebound Instructional Personnel

2.11.1 Hospital Homebound instructors assigned to travel to individual students' homes can be assigned up to 1,440 instructional minutes per week with a maximum of 300 minutes per day. Travel time in excess of 90 minutes in a given day will be debited against instructional time for purposes of this provision.

2.11.2 The regular school day for Middle/High School TEAMS teachers shall consist of eight 50-minute periods, including six teaching periods, two planning periods, and seven 4-minute passing periods.

2.12 Job Sharing

2.12.1 Purpose of The Program; Hillsborough County Job Sharing Program is intended to assist in recruiting and maintaining qualified personnel in the district and shall be open to all instructional personnel.

2.12.2 Eligibility Criteria

A. Instructional Personnel returning from maternity, adoption, family care, or medical leave.

B. Instructional Personnel anticipating retirement within one year of the year for which they apply for consideration for this program.

C. Instructional Personnel seeking certification in a critical shortage area.

D. Retirees from Hillsborough County Schools who has satisfied the statutory time limitations necessary for full employment.

E. Instructional Personnel desiring a temporary half-time position for maternity, adoption, family care, personal, or medical reasons.

2.12.3 Conditions of Employment for Job Sharing Candidates; The conditions of employment for participation in the Job-Sharing Program shall be as follows:

A. The period of assignment shall be half of the scheduled hours per day for an aggregate of half of the work week. Any deviation from this schedule must be approved in advance by the Division of Human Resources.

B. The schedule of duties and assignment shall be made at the building level by the principal, or relevant supervisor, consistent with the certification and experience of the teacher.

C. A Job-sharing participant shall be eligible to work a minimum of 4 hours or three (3) periods of instruction.

D. The instructional personnel must be fully certificated to teach or provide services in the area in which they are to be considered for placement.

E. A candidate must indicate their interest in participation in the program by July 15 of the fiscal year for consideration. Application shall be made on forms available through the Division of Human Resources.

F. Instructional personnel may participate in the Job-Sharing Program upon recommendation of the principal. The instructional personnel must reapply and be approved by the Board each year.

G. Instructional personnel on job share will not be granted long-term leaves, except for unforeseen medical emergencies.

H. Job share classroom teachers would substitute for absent partner when possible and receive a half day of pay at the EYP rate for the additional service.

I. The job-sharing applicants are responsible for finding their own partners. If either partner leaves the job share, then the job share is dissolved and the remaining partner must assume full responsibility of that position, unless the parties agree that continuation of the arrangement serves the best interests of students.

J. In the event of retirement or death of a job share participant; the terminal pay shall be computed as a full share equivalent.

K. The school that loses a job share partner will hold that teacher's position for two years. At the inception of a third year of job share, that partner shall be placed in the district level pool for placement upon return to full-time.

2.12.4 Computation of Salary for Job Sharing Participants; The period of service for purposes of this program shall be the regular work year for the position. Payment and benefits for this period of employment shall be computed as follows (using a 198-day calendar as an example):

A. Payment shall equal 50 percent of the individual's salary based on degree and experience for 187 days and 100 percent of the individual's salary for 11 non-pupil days.

B. In addition to the above salary amounts, the teacher shall also receive:

1. Sick leave computed at the rate of 4 hours per month for each month worked.

2. Six half days (24 hours) of personal leave charged to accumulated sick leave per year.

C. One job share partner may elect Board-provided single employee coverage, subject to the Board's cap on contributions, while the other job share teacher must elect to forego Board-

provided single employee medical coverage. (Note: An employee who is not eligible for Board-provided single employee medical coverage is also not eligible for dependent medical coverage.) Applicants may choose to split the cost of the Board-sponsored single employee premium. If this option is elected, the premium for each job share teacher shall be one-half of the job share teacher's single employee medical coverage. This option may not be changed during the school year.

D. Non-optional employee benefits (Social Security, Medicare, Retirement, workers' compensation, unemployment compensation and life insurance) shall be based upon the reduced salary. Negotiated time off benefits (sick leave, vacation, paid holidays) will accrue on a pro rata (50 percent) basis, based upon the reduced salary.

E. Assignments will constitute, for salary purposes, more than one-half of the school year thus entitling each participant to one year of service on the salary schedule, and credit for non-probationary purposes.

2.12.5 Notification of Applicants upon receipt of the names of those selected, each teacher will be assigned and given a notice of employment outlining the period of service and the salary as defined above.

2.13 School Choice

2.13.1 Instructional personnel shall be permitted to enroll or transfer their children, or children for whom they are legally responsible, in a school of their choice, space permitting. This will not exempt them from existing eligibility requirements. If space is limited, instructional personnel's children will be given priority for the school at which they teach. Instructional personnel may enroll their children in the school in which they teach in any program which does not require special application process. Instructional personnel's children will be given priority status for all programs in the teacher's school that do require a special application process.

2.14 Dress Code

2.14.1 The School Board and the Association agree that although there is no official dress code for Instructional personnel. Instructional personnel are to be professional in their dress and personal grooming.

2.15 Media Specialist and Media Services

2.15.1 Library Media Specialist shall work collaboratively with site administration to develop open, flexible, or fixed schedules that provide equitable and impactful student access and support the effective operation of the school library media program.

3 Employee Rights and Responsibilities

3.1 Accountability

3.1.1 School Improvement Plan waivers shall be considered part and parcel to the collective bargaining agreement. Provisions shall be clearly documented in a memorandum of understanding for each worksite and provided to the Association.

3.1.2 Faculties shall be afforded maximum flexibility for purposes of implementation.

3.1.3 All SIP waiver proposals at a site shall be approved by secret ballot vote and monitored by a CTA representative. Ballots for any vote to waive a contractual provision must include a "no change" option. Only bargaining unit members, and when appropriate only those affected by the change may vote to waive the contract.

3.1.4 Ballots for the above and all other applicable secret ballot votes at sites must include a "No" or "No change" option.

3.1.5 The Association will be provided with a record of the vote for any waiver.

3.1.6 The annual School Improvement Timeline and Information document shall be updated and made available by the School Board to employees before the start of the next school year.

3.2 Lesson Plans

3.2.1 The parties agree that instruction requires thoughtful preparation. The development of lesson plans by and for the teacher is a professional responsibility. However, a teacher's planning and preparation may be different based on personal style, professional needs, student needs and experience in the classroom among other things. A lesson plan is not the lesson itself. A lesson unfolds in the classroom as the teacher works with students. It is also recognized that students learn in different manners, and the teacher has the greatest understanding of the unique needs of the learners in their classroom. As such, administrators shall not require that lesson plans be in a particular format. Administrator also shall not require the posting or storage of lesson plans in a particular place or manner. Teachers shall not be routinely required to submit a copy of their lesson plans or outlines to the site administrator.

3.2.2 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 student day to cover the period of absence not to exceed the balance of the week in which the absence occurred.

3.2.3 If the principal or their designee, through documented 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.

3.2.4 Exceptional Student Education personnel assigned to case management responsibility and the development of Individual Educational Plans (IEPs) shall be released from other non-classroom assignments for that purpose to support completion of all required documentation and compliance activities.

Meetings, MTSS, CST, or any District, State or Federally mandated meetings related to Exceptional Student needs and discipline should be scheduled during the normal teacher workday. When this is not possible, affected teachers shall be awarded compensatory time for meetings beyond the workday or during their contractual planning time.

3.2.5 Unit members whose duties would be impacted by an Individual Educational Plan (IEPs) shall be provided with opportunity to serve on the team responsible for developing, reviewing, and/or revising such program. It is the responsibility of administration to ensure all

instructional staff including testing coordinators, are aware of IEP's and relevant accommodations.

3.2.6 While teachers must successfully teach the standards and curriculum of the district, enrichment activities may be included at the discretion of the teacher. Teachers are encouraged to investigate and utilize successful methods of presenting curriculum in the classroom.

3.3 Parent Conference Day/Night

3.3.1 Parent conferences shall be scheduled after school and at night. This time shall not exceed five hours each semester and a maximum of four (4) scheduled conference days/nights per school year and shall be in lieu of work time on the scheduled parent conference day. The school parent conference day will be a paid day if parent conferences are held as scheduled in this item.

3.3.2 If an instructional personnel cannot comply with the afternoon or evening schedule for parent conferences, the employee shall inform the administrator in writing 3 days prior and notify the parents of their students except in the event of an emergency. The employee and the administrator will collaborate to identify an alternative time for the scheduling of these conferences within two (2) weeks, which may be virtual if mutually agreeable to both the employee and the administrator, and shall be in lieu of work time on the scheduled parent conference day as defined in 3.3.1. In the event a mutually agreeable time is not available, the employee shall report to work on the day that is designated as parent conference day on the Work Schedule. If a campus is closed for conference day, the employee cannot be docked sick/personal/comp time.

3.3.3 Schools shall not schedule conference nights or open house on the second Thursday of any month except in a case of emergency.

3.4 Duties and Class Coverage

3.4.1 The principal or principal's designee may assign these duties necessary for the safety of students, within the workday. These duties shall be reasonable, shall be distributed equitably and shall be posted. Elementary ESE teachers in self-contained classrooms shall not be assigned duties of the type referenced in this section for students other than those in their own classroom. Speech/Language pathologists, psychologists, social workers and other ESE staff who handle a high volume of paperwork and reporting (IEPs, billing for Medicaid/insurance, etc.) shall not be assigned duties of the type referenced in this section. The supervision of students allowed to remain on campus prior to the start of the teacher workday and after the end of the student day, shall be the responsibility of the administration. Duties which cannot be accomplished in 15 minutes or less, such as "breakfast in the classroom", require a 2/3 approval vote of the faculty by secret ballot election.

Secondary teachers may be assigned up to 15 minutes of duty for one semester.

3.4.2 Direction of vehicular traffic shall be voluntary.

3.4.3 Teachers shall not be assigned office duties except as voluntary duty or in case of emergency.

3.4.4 Every effort will be made to secure a substitute teacher for one who is absent. When a substitute teacher is not available for an absent teacher, resource teachers may be assigned to

cover for the absent teacher, other non-classroom instructional personnel may be assigned to cover for the absent teacher, or a content appropriate teacher may be assigned to absorb students into their classroom to cover for the absent teacher. A rotation schedule of all teachers on the faculty will be developed and distributed to implement this plan. Except in an emergency, no resource or non-classroom personnel shall be assigned to substitute more than once a week. Resource and non-classroom personnel assigned to substitute shall earn compensatory time equal to the amount of time spent providing such coverage for each day assigned. No resource or non-classroom personnel shall be required to cover for more than 8 hours per month.

3.4.5 Elementary and Secondary teachers who absorb students from an absent teacher's class will be granted compensatory time. Co-teachers will be granted compensatory time when their partner is absent. Elementary teachers who absorb students from an absent teacher's class will receive compensatory time for time - up to three hours. Secondary teachers who absorb students for one period are granted one hour of compensatory time. Secondary teachers who absorb students for more than one period will receive compensatory time for time - up to three hours. Compensatory time shall be taken as described in 3.5.1 with the exception that time may be used on faculty meeting day if no pre-notified faculty meeting is scheduled.

3.4.6 In an event that it is necessary to assign a teacher substitute duty during their planning period, the teacher may choose to be compensated either by compensatory time or a rate of pay to be negotiated. This rate of pay shall be no less than the highest hourly rate for a substitute teacher. A priority list of instructional personnel who want to volunteer for substitute duty more frequently may be utilized. Involuntary assignments shall be made on a rotating basis to include all instructional personnel and should be posted and distributed to all impacted employees. Excluding emergencies or unforeseen circumstances, instructional staff will be notified of any coverage assignments in advance of their missed planning period. Schools may elect to rotate within departments except in those departments with fewer than 10 members. Small departments shall be joined together for purposes of involuntary substitute assignments. When no substitute is available for specials teachers (i.e., music, P.E. art), elementary teachers losing planning time within the day shall be compensated for the amount of planning time lost.

3.5 Compensatory Time

3.5.1 Administrators shall grant compensatory time for duties assigned beyond the normal workday, or when planning time is missed for student necessity, such as administering and proctoring tests or supervising students, equivalent to the time of the duties assigned and/or planning time lost and the compensatory time need not be used immediately. Instructional Personnel shall notify the site office in advance of utilization of said compensatory time. However, such use of compensatory time shall not encroach upon instructional time. When the request for utilization interferes or conflicts with a planned activity, the administrator shall have the right of approval. The principal at each site shall be responsible for maintaining an accounting of accumulated compensatory time. A teacher shall be provided with an accounting of their accumulated compensatory time upon request.

3.5.2 Contractually approved compensatory time shall be granted for duties for student safety beyond the workday as described in section 3.5.1, and class coverage as described in section 3.4, and for voluntary participation in a school's open house as described in section 3.6. When

teachers are required to use their planning time to score the work of students they do not instruct, such as to gain "data points" or as preparation for standardized testing, compensatory time shall be granted.

3.5.3 Accumulated compensatory time shall carry over from year to year at the school where earned. Contractually approved compensatory time shall transfer with the individual to any position covered under the teacher contract at any work site. Prior to departing at the end of the school year, the principal will provide each instructional personnel with an accurate accounting of their accumulated compensatory time.

3.6 Voluntary Activities

3.6.1 Activities beyond the workday such as club sponsorships, private parent organization meetings, dances, and athletic events shall be voluntary on the part of the teacher.

3.6.2 Faculty attendance at each school's annual open house and/or student/parent engagement events when occurring beyond the regularly scheduled paid workday is voluntary; however, the parties recognize the importance of these activities to the school community. Therefore, instructional employees who attend open house or other student/parent engagement activities at the request of their supervisor beyond the regularly scheduled workday will be granted compensatory time for all hours spent at the event.

3.6.3 Participation on school-based committees shall be voluntary. Committee meetings should occur on regularly assigned meeting dates.

3.7 Faculty Meetings and Professional Development

3.7.1 Faculty meetings and in-service education programs shall be held on Tuesdays and shall be no longer than a total of twenty-five (25) minutes per week beyond the normal workday, except for school accreditation. No more than one faculty meeting per week shall occur on time beyond the normal workday. Meetings called in accordance with this portion of the contract shall NOT include solicitations for money. Attendance at meetings called to include a solicitation for funds shall be voluntary.

3.7.2 Tuesdays shall be used for necessary school related meetings including, but not limited to, principal called faculty, building committee, and grade level meetings. This day may be extended by 25 minutes beyond the workday and is set aside specifically for all necessary meetings to help ensure guaranteed personal planning time for teachers on the remaining days of the work week. This language is not intended to prohibit teachers from collaborating with colleagues on an informal basis.

On election days in Hillsborough County, as determined by the Hillsborough County Supervisor of Elections, no faculty or other school-related meetings shall be held beyond the normal workday.

3.7.3 Instructional Personnel shall be provided with a minimum of one workday advance notice for all after school meetings provided for in Section 3.7.1. and 3.7.2.

3.7.4 A instructional personnel shall be exempt from in-service participation if they are able to show proof of recent satisfactory training in the area the in-service is to cover.

3.7.5 If the principal or principal's designee, through documented classroom observations, determines that a teacher is having difficulty with classroom instruction or management, the principal or designee may recommend that the teacher participate in an in-service program not conducted for the general faculty.

3.7.6 Afternoon faculty and in-service meetings shall begin within ten (10) minutes after student dismissal.

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

3.7.8 Teachers shall not be required to attend meetings away from the school center during pre- and post-planning with the exception of the designated Professional Study Days which occur during pre-planning.

These days are specifically set aside to enable instructional personnel to work on classroom duties and functions. Instructional personnel shall be guaranteed a one (1) hour duty free lunch on each workday during pre-planning including Professional Study Day, and shall be guaranteed time equivalent to 3 workdays (21 hours excluding lunch) during pre-planning to work in their rooms or other areas as needed to prepare for the instructional year. Instructional personnel shall be notified two days in advance of any tentatively scheduled in-school meetings. Such meetings shall be kept to a minimum.

3.7.9 There shall be a written evaluation of all workshops and/or in- service programs at the end of such programs by instructional personnel attending. A summary of such evaluation shall be forwarded to the appropriate General Director and available to the Association.

3.8 Supplementary Materials

3.8.1 Instructional personnel shall have the right to exercise their professional option in the utilization of Board approved materials available within their respective disciplines to supplement state and county adopted texts and programs.

3.8.2 Instructional personnel are to adhere to curriculum guidelines and the county copyright policy in utilizing all support AV materials.

3.9 Special Service Classes

3.9.1 The regular teacher at the elementary level will not be required to remain with the students during the instructional time provided by the special service teacher.

3.9.2 Elementary classroom teachers may teach physical education outside the classroom on a voluntary basis.

3.10 Student Direction and Evaluation

3.10.1 Teachers will have the specific responsibility to direct and evaluate the learning experience of students according to county prescribed courses of study. However, teachers are not required to follow a particular instructional sequence, pacing plan or timeline. Teachers shall not be required to administer make-up work for credit for students who have unexcused absences.

3.10.2 Principals may request information or a teachers' explanation of a specific student's formative and/or cumulative progress or grades with reasonable justification, but teachers should not be required to report on data that is reasonably collected by other means and accessible to the site or district administrator.

3.11 Privacy of Discussion

3.11.1 When individual problems occur between administrators and teachers, discussions relating to these problems shall be dealt with in private. Teachers shall not be publicly reprimanded.

3.12 School Property

3.12.1 Instructional personnel 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.

3.13 Report Cards and Student Records

3.13.1 Teachers shall be required to issue grades to students who enter after the start of a grading period according to the following procedures:

A. A student entering a school with transfer grades shall have the transfer grades averaged with work completed in the class to arrive at a report card grade.

B. A student arriving at a school without transfer grades shall have the grading procedures specified at the entry interview. These procedures shall be forwarded in writing to the receiving teachers with the student's schedule.

3.13.2 Elementary teachers shall not be required to review or check student cumulative folders of students for which the teacher will have no instructional responsibility.

3.14 Grading Materials

3.14.1 Teachers have access to the district-designed electronic gradebook system for entering and finalizing student grades prior to the morning of the day the grading period ends and shall be provided training on how to utilize the system. Teachers shall be given at least four (4) full workdays after the day the grading period ends to enter and finalize grades in the system. Grades, report cards and/or data processing materials shall be submitted/finalized no later than noon of the fifth workday following the end of the grading period. Grades, report cards and/or data processing materials for the final grading period shall be submitted by noon on the last workday for teachers.

3.14.2 Secondary teachers will communicate via the designated electronic district approved grading program at least biweekly. Communication includes, but is not limited to, the reporting of grades, the description of requirements for assignment or a project, class information or specific information for parents. Teachers are encouraged to report grades as soon as practicable but are not required to provide grades where none exist or to give excess tests or quizzes simply to have grades. Schools will use the district approved electronic program for all interim grades (progress reports) and teachers will not be required to complete paper progress reports.

Elementary teachers will use the designated electronic grade reporting program to provide final report card grades.

In the event the district changes its electronic grade system, the parties agree that all teachers will receive training prior to being expected to use said system.

3.15 Student Schedule Changes

3.15.1 Schedule changes for students shall not be routinely approved. All recommended schedule changes requested by a parent or student for reasons other than normal class adjustment shall be reviewed by the affected teacher(s), counselor(s), and administrator to determine the validity of such proposed changes. An individual parental request for a student schedule change shall not be utilized for evaluator purposes nor negatively interpreted against the teacher.

3.16 Student Placement

3.16.1 The referring teacher shall be invited to participate in any conference involving a change in student placement within the school. Normally, such conferences shall be scheduled to begin within the teacher workday.

3.16.2 ESE (Exceptional Student Education) Students shall be equitably distributed.

3.16.3 Advanced notification shall take place prior to implementation of a least restrictive environment program. Appropriate in- service training shall begin as soon as possible.

3.16.4 Teacher input shall be considered prior to an administrative decision to retain or not retain a student.

3.16.5 New students enrolling in a school shall normally be assigned to the teacher(s) with the lowest student class load.

3.16.6 The District shall not assign an individual with exceptional needs to an exceptional education class until previous placement has been verified.

3.17 Field Trips

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

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

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

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

3.17.5 An approved field trip list will be maintained by the appropriate Executive Director.

3.17.6 Teachers shall be granted compensatory time when duty-free lunch is missed because of any administratively required or approved field trip.

3.17.7 Any student who has documented unsatisfactory behavior may be excluded by a teacher on a field trip. Teachers shall consult with the site administrator in advance of the field trip if a student is recommended for exclusion.

3.18 Collection of Money

3.18.1 Instructional personnel shall not be required to promote, merchandise or collect money for any activity which is profit-motivated on behalf of the school. Instructional personnel shall collect fee money during school opening registration and field trips as mentioned in 3.17.3.

3.18.2 Instructional personnel shall not be required to collect lunchroom money.

3.18.3 Contributions to any charity, project or function shall be voluntary. Solicitation activities shall be kept to a minimum.

3.18.4 When instructional personnel are expected to handle money or materials purchases the Board shall ensure the following:

A. Clear procedures for handling such transactions are provided to the employee.

B. Instructional personnel shall not be required to use personal funds to purchase program materials if P-Card availability becomes limited at any time in the school year.

3.19 Student Interns and Observers

3.19.1 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.

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

3.19.3 Assignment of pre-teacher students to directing teachers shall be conducted in a fair and equitable manner which is mutually satisfactory to the principal and to the directing teacher.

3.19.4 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.

3.20 Teacher Aides

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

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

3.20.3 When a kindergarten aide is absent, the administrator shall institute an emergency plan to assist the kindergarten teacher in carrying out the curriculum, providing for the safety of students and providing the teacher with planning and lunch time as specified in Section 2.7.

3.20.4 Anytime an aide is reassigned to duties other than the supervising teacher, said teacher shall be informed of the reassignment, length of time and reason.

3.21 Athletic Pep Rallies

3.21.1 Athletic pep rallies in secondary schools shall normally be held at the end of the student day. (Participation in state playoffs, special events, or pep rallies that must be held at different times through the day due to the size of the student population may be an exception.)

3.22 Student Health Exams

3.22.1 Teachers shall not be required to weigh or measure children, give eye examinations, or perform any other student health checks or exams.

3.23 Acting Principal

3.23.1 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 them to go to the office. If an emergency requires the acting principal to leave the classroom, a substitute or non-classroom teacher will temporarily take the teacher's place in the classroom until the teacher is able to return. 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.

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

3.23.3 The acting principal shall have the authority to make decisions in dealing with problems which might occur during the absence of the school administrator. The acting principal's responsibilities should not include participation in the evaluation process or discipline of their colleagues. Such matters should be referred to the appropriate Regional Superintendent.

3.24 Transportation

3.24.1 All personnel who are required to travel in the discharge of their duties shall be responsible for securing transportation.

3.24.2 Instructional personnel who transport students as an extension of their normal work activities shall, pursuant to accepted Board policy, be covered by the Board's liability insurance policy.

3.24.3 Instructional personnel authorized for reimbursement by the Finance Department for in-county travel as part of their regular duty shall be paid mileage at the rate approved by the School Board.

3.25 Acceptance of Gifts

3.25.1 Teachers shall not personally profit as a direct result of any company or individual engaged in business with the School Board.

3.26 Non-Discrimination

3.26.1 The employer will not discriminate against any applicant or employee in job assignment and employee/employer relations on the basis of age, gender, gender-identity, sexual orientation, marital status, race, ethnicity, color, national origin, religion, disability, or membership or participation in the normal activities of the HCTA.

3.27 Inventory Responsibilities

3.27.1 When instructional personnel are assigned to facilitate school-wide inventory, the assigned employee shall coordinate the inventory process. Department heads, grade-level representatives and other appropriate staff shall complete inventory for their respective areas. Final review and certification shall be conducted in accordance with District inventory procedures.

4 Student Management and Protection of Employees

4.1 Legal Aide and Liability Insurance

4.1.1 The Board will retain independent legal counsel for any teacher sued in court wherein such conduct was reasonable in carrying out their 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.

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

4.2 Teacher Physical Assault

4.2.1 Any teacher who has suffered an assault in connection with their employment shall make a written report, within seventy- two hours of being physically and mentally able to do so, of the circumstances thereof to their administrator in 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 the assault to the Chief of Schools and send a copy of the report to Risk Management within seventy-two hours of the event being reported. A copy of the assault report shall be retained by the principal and shall be made available to the Association and the individual who suffered the assault as allowable by law.

4.2.2 In addition, a teacher who has suffered an assault may be requested to submit supplemental written reports.

4.2.3 School Security and/or the appropriate outside local government agency shall investigate any reported teacher assault and make a full report to the appropriate Regional Superintendent. Such reports shall be available to the Association and the individual who suffered the assault as allowable by law.

4.2.4 A student accused of assault and/or battery upon a school employee shall be immediately removed from the classroom setting and placed in an alternative school setting pending disposition of the allegation.

4.2.5 Confirmations of assault and/or battery upon a school employee shall result in said student being referred for a change of placement. Except in situations prohibited by law and/or situations where an alternative school setting does not exist, no student shall be assigned to the classroom of a teacher they have previously assaulted and/or battered.

4.3 <u>Safety of Students and Teachers</u>

4.3.1 Instructional personnel 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. Instructional personnel will make a reasonable effort to see that their students are protected while under their supervision. A teacher shall perform a visual inspection of his or her classroom for suspicious objects as a result of a bomb threat. Instructional personnel may volunteer to serve on search teams after appropriate training.

4.3.2 Each teacher at any school shall assume such authority for the reasonable control of students as may be assigned to them by the administrator and shall take attendance every period and keep good order in the classroom and in other places in which they are assigned to be in charge of students.

4.3.3 The school administrator shall ensure the safety of the students and faculty.

4.3.4 Instructional personnel may send a student to the office with adult supervision to maintain effective discipline in the classroom. The instructional personnel shall provide the administration with all necessary information concerning the student's behavior and previous action taken by the instructional personnel. Student referral forms shall include space where the instructional personnel can provide input and/or submit recommendations regarding disciplinary action consistent with the District Student Code of Conduct.

4.3.5 Upon receipt of a student referral from an instructional personnel, administration shall review the referral and determine an appropriate disciplinary response consistent with the District Student Code of Conduct and district disciplinary procedures

4.3.6 Instructional personnel shall receive the disposition of the action taken in the student information system within three (3) workdays after a student is referred to the administration for disciplinary action. If the disposition is not issued, the administrator responsible shall inform the instructional personnel as to the reason(s) why.

4.3.7 Utilizing the Notice of Intent to Remove form (Appendix E) a teacher may have a student removed from class who has been documented by the teacher to have repeatedly interfered with the teacher's ability to teach, or may immediately remove a student whose behavior the

teacher determines is so unruly, disruptive, or abusive that it seriously interferes with the teacher's ability to communicate effectively or with the ability of the student's classmates to learn.

4.3.8 The principal may not return the student to that teacher's class without the teacher's consent unless the Placement Review Committee determines that such placement is the best or only available alternative. In such an instance, the review committee must provide a written rationale using the Notice of Intent to Remove form (Appendix E) for its decision and the principal must specify specific supports the school will provide to manage the student's behavior prior to returning to the class.

4.3.9 The teacher and the Placement Review Committee must render decisions within five (5) workdays of the removal of the student from the classroom and utilize the Notice of Intent to Remove form (Appendix E) to record their decision to be provided to the teacher and principal.

4.3.10 The Placement Review Committee membership must include at least one teacher selected by the faculty, one teacher selected by the teacher who has removed the student, and one school staff member selected by the principal. The teacher who withheld consent to readmitting the student may not serve on the committee.

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

4.3.12 Teachers shall be informed, when the district is informed, of any student in their classroom involved in serious types of offenses. This information is of a confidential nature, protected by State and Federal acts ensuring privacy, and shall be used only on a "need to know" basis.

4.3.13 Once the student day has begun, no visitors to the school, including parents, may enter the classroom unannounced. Parents wishing to observe during the instructional day must obtain permission from the teacher and the administration in advance and make arrangements for a specific time and date. Interruptions to the instructional day shall be kept to a minimum and be made for urgent purposes only. District level Board employees shall notify the teacher and administration in advance of an official observation or a classroom visit, and interruptions to instruction shall not occur.

4.3.14 The district will provide custodial services at all facilities where instructional personnel are housed which are sufficient to maintain an environment free of health or sanitary hazards, including regular cleaning of bathroom facilities, removal of trash and other waste, and prevention or quick remediation of fungal growth.

4.3.15 Instructional personnel supervising students at Department of Juvenile Justice facilities or homebased programs shall be given as much advance notice as possible, but no less than the day of student's arrival, of a student's criminal record prior to placement of that student in the instructor's class.

5 Technology

5.1 Status

5.1.1 The School Board will provide to the Association information about the Administration's technology strategies and specific technological initiatives.

5.1.2 The Association will have the opportunity to provide input during the development of new technologies and application.

5.1.3 The District shall provide C.T.A. with access to the communication platform (currently an HCPS. net email)

5.1.4 The C.T.A access to this platform shall be specifically designated for Association communications, professional issues, legislative issues, announcements, member inquiries, and other related Association concerns.

5.1.5 The C.T.A. shall not utilize its designated communication space for the purpose of political endorsements or solicitation.

6 Committees

6.1 Forms Management Committee

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

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

6.1.3 To reduce paperwork, data collection and reporting requirements, Teachers shall not be required to fill out forms, checklists, or data gathering and other documents that do not have an official School Board number on them. Teachers will also not be required to report data that is reasonably collected via other means accessible to site or district administration. All forms with a School Board number should be reviewed by the Forms Management Committee within 5 years of the last review date.

6.2 Test Committee

6.2.1 A county-wide test writing committee shall be appointed whenever the school system anticipates developing or revising a student test for any specific subject area, program, or grade level.

6.2.2 At least fifty percent of each committee shall be classroom teachers appointed by the Association.

6.3 Instructional Materials

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

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

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

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

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

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

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

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

6.4 Calendar Committee

6.4.1 The Chief of Schools shall appoint a committee annually to prepare school calendars for all school centers to be recommended to the Board. The committee will include four teacher representatives selected by the Association.

6.5 Ad Hoc Committees

6.5.1 County-wide committees established by the Board or Administration having a direct impact on teachers shall include teacher representatives appointed by the Association.

6.6 Faculty Steering Committee

6.6.1 The faculty at each work location shall elect a faculty steering committee that includes teacher representation elected from each department or grade level, and special services areas. Elections shall be conducted by secret ballot using a process determined by the faculty in consultation with the Association building representative. The principal/site supervisor shall have the authority to appoint additional at large members, but such appointed members shall not constitute more than 25% of the committee. CTA will have a permanent teacher member representative position on the steering committee. This committee representative will be elected annually by CTA members at each site.

6.6.2 The purpose of this committee is to act in an advisory capacity to the building administrator and to provide structured facility input regarding matters affecting the worksite. Each year, the committee shall elect a chair from among the members, except that the building administrator(s) shall not serve as the chair. The principal/site supervisor in collaboration with the Association worksite representative shall schedule the first Faculty Steering Committee meeting of each school year in August.

The committee shall meet on a monthly basis to provide faculty input in developing an administration-faculty team approach to solving problems, making improvements, and arriving at decisions in areas affecting the general faculty and/or student body. The chair will solicit agenda items prior to each meeting and provide a roundtable or open discussion

section on each agenda. Minutes from each monthly Steering Committee meeting shall be provided by the steering committee chair or designee to the site's faculty and staff, as well as the Association's building representative and/or Executive Director within ten (10) workdays.

6.6.3 The principal shall, upon request, provide the Steering Committee or any individual faculty or staff member with a printed accounting of the school's internal accounts.

6.6.4 Specific Responsibilities

Members of the Faculty Steering Committee shall maintain familiarity with the provisions of this Agreement, applicable professional standards, and Board policies relevant to Committee responsibilities. Members shall conduct Steering Committee business with professionalism and discretion. Steering Committee actions and recommendations shall be documented in the official meeting minutes in accordance with this section.

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:

A. School Budget

The Steering Committee shall assist the principal/site supervisor 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.

B. Faculty Account

Each school shall establish a faculty account for monies generated by the faculty at each school (i.e. vending machine profits, etc.). The funds in this account may be used individually and/or collectively by the school's personnel. Approval of the Steering Committee shall be necessary before these funds are expended.

Expenditures shall remain subject to applicable District financial and internal account regulations.

C. Textbook Utilization

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

D. Forms Review

The Steering Committee shall have the responsibility to review the use of any individual school form to ensure compliance with contract section 6.1.3.

6.7 <u>Assessment Team</u>

6.7.1 The School Effectiveness Assessment Team (SEAT) assists schools identified with needs for improvement. The district shall maintain trained school assessment teams with broad-based teacher representation. The association shall appoint the teacher members of the team which also consists of district appointed administrators. The team's findings will be used to improve school effectiveness.

6.8 School Community Professional Development Committee

6.8.1 The School District shall create the Professional Development Coordinating Committee for purposes of implementing Florida Statutes 1012.98.

6.8.2 Teacher Committee appointees representing regular K-12 grade levels and subject areas shall be appointed by the C.T.A.

6.8.3 The term of office for each Teacher Committee member shall be for two years. Committee members may serve two consecutive terms.

7 Facilities

7.1 Facilities

7.1.1 Each school will have the following facilities:

A. Space in each adequately furnished 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 workspace.

C. Consistent and reliable high speed wireless internet access.

D. Well lighted and clean employee restrooms.

E. A workroom for instructional personnel containing equipment and supplies to aid in the completing work.

F. All buildings that contained a furnished room used as a faculty lounge during the 2009-2010 school year shall continue, when possible, to maintain such faculty lounge. All additional buildings that can accommodate providing a furnished room to be used as a faculty lounge shall do so. In both cases, such room will be in addition to the teacher workroom referenced in paragraph 7.7.1(E).

G. Telephone service available to instructional personnel to conduct school business which permits privacy of conversation.

H. Space in the parking lot at each school will be reserved for instructional personnel parking.

I. Every effort should be made to provide Student Services Personnel a private area (sufficient to accommodate individual/group counseling/evaluation, locked file cabinet and telephone.

J. It shall be the district's objective to provide instructional personnel, technological tools fundamental to meeting the needs of students.

K. A teacher required to utilize a classroom assigned to another teacher during a class period shall be given uninterrupted use of that classroom unless prior agreement to allow access is reached.

L. Each site will guarantee reasonable and free access to copiers during the workday. instructional personnel should not be required to provide paper, staples or other basic copy supplies.

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

7.1.3 Teachers shall be provided with dining space and facilities apart from students. 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 their students or at another area (classrooms excluded) in the school if they desire to do so.

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

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

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

7.1.7 Teachers placing a written order or request for supplies, equipment, or materials with their principal or immediate supervisor, shall receive a written response to the disposition of the request within two weeks. Teacher initiated requests for repairs shall be responded to in a timely manner. Work orders not completed within two weeks of the date of origin shall be investigated and responded to by the employee's site manager.

7.1.8 Faculty only areas, to include private staff areas and restrooms, shall be off limits to students.

7.1.9 Teachers shall have the right to confiscate cell phones and other electronic devices used by students in class in violation of Board policy. Teachers will not be held financially liable for theft or loss of confiscated items when following school policy.

8 Complaints

8.1 Complaints

8.1.1 Whenever a complaint is registered against a teacher, it shall be Board policy to notify the teacher immediately of the complaint. The following information shall be provided to the teacher:

A. Name of complainant;

B. Description of allegation;

C. Remedy requested, if any;

The administrator may offer the aggrieved assistance in arranging a conference at a date and time acceptable to all parties.

8.1.2 If the conference does not resolve the problem, the administrator or their designee may then become the third party to the conference.

8.1.3 In accordance with state law and School Board policy, no employee shall be subjected to retaliation for filing a complaint.

8.2 Administrative Review

8.2.1 The Association may request an administrative review with the appropriate Assistant Superintendent through the General Manager of Employee Relations 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. The timelines contained in the grievance procedure shall be suspended when administrative review is used to attempt to solve a problem.

8.3 Sexual Harassment

8.3.1 The School Board will not tolerate sexual harassment at any of its sites or activities. Sexual harassment is defined as any physical, verbal and/or graphic sexual advance, request for sexual favors, and other sexually oriented conduct, which is offensive or objectionable to the recipient.

8.3.2 Personnel, at all levels, are responsible for taking action to prevent harassment at any of the School Board's sites or activities. The Office of Professional Standards may be contacted for assistance.

8.3.3 An individual has the legal right at any time to raise the issue of sexual harassment with appropriate site and/or district personnel without fear of reprisal.

8.3.4 Allegations of sexual harassment will be promptly investigated, giving due regard to the need for confidentiality.

8.3.5 Information relative to the prevention and correction of sexual harassment will be provided in writing to personnel and students.

8.3.6 Proven allegations of sexual harassment can have serious consequences for the party deemed guilty, including but not limited to the following:

A. If the party deemed guilty is a student, the range of punishment could include verbal and written reprimand, in-school, or out-of-school suspension, change of placement, and/or expulsion.

B. If the party deemed guilty is a School Board employee, the range of punishment could include written reprimand, suspension without pay, and/or termination.

C. If the party deemed guilty is neither a student nor a School Board employee, appropriate steps will be taken, which could include limiting the access of this party to School Board property and any other action deemed necessary.

9 Association Rights

9.1 Exclusivity of Association Rights

9.1.1 All rights granted in this Article shall apply only to the Hillsborough Classroom Teachers Association as the exclusive bargaining agent for teachers. Any such rights or privileges shall not be granted to any other teacher association, union, group or individual.

9.1.2 The district agrees to provide and review this Article, as well as any relevant contract changes, with all site administrators and relevant supervisory personnel at the beginning of each school year, or upon ratification of changes.

9.2 Association Meetings

9.2.1 The Association's building representative 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 personnel for services rendered.

9.2.2 The Association shall be allowed a maximum of one meeting per month during the workday as long as the meeting does not interfere with student contact time. Such meetings shall not exceed 60 minutes during the workday. The building representative 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. When notice is provided more than one week in advance of the meeting date, no other meetings will be scheduled at the time of the Association meeting.

9.3 Bulletin Board Space

9.3.1 The Association shall be provided with bulletin board space in each school building for the purpose of posting notices and other related items. Site selection within teacher access areas shall be the prerogative of the Association Representative.

9.4 School Mail

9.4.1 The Association shall be provided with school mail service. The Association will have the right to place Association materials in teachers' mailboxes. Copies of all generally distributed materials placed in teachers' boxes shall be furnished to the principal. The Association shall be permitted to utilize the district email service as a vehicle for distributing Association materials to its members.

9.4.2 Association materials sent through school mail or U.S. mail shall be distributed in the same manner as any other piece of mail.

9.4.3 Qualified student assistants who have been trained may have access to school mailboxes with adult direction and supervision.

9.5 Material Distribution

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

9.6 Association Announcements

9.6.1 The Association building representative shall have the right to announce the time, place, and subject of the Association meetings via available media resources, including internal electronic conferences, email and at meetings. The building representative may use the intercom or public address system with permission of building administration.

9.7 Office of Professional Practices Services

9.7.1 The Board shall notify the Association when a teacher's name has been submitted to the Office of Professional Practices Services.

9.8 Association Leave

9.8.1 A maximum of two teachers, during any school year, shall be allowed to take one full year of professional leave to work for the Association on a full-time basis. Said leave shall be renewable. Any person who requests a third year of professional leave will be assigned to the county pool for placement. Teachers granted such leave shall remain on the district's payroll. The Association shall reimburse the district for all such payroll costs.

9.9 Payroll Deduction

9.9.1 Until July 1, 2023, 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. As of July 1, 2023, the Board will adhere to FS 447.303. If the law is repealed or amended the parties will return to negotiate.

9.9.2 The Board agrees to provide up to four payroll deduction slots per teacher per pay period. Such payroll deduction slots will be utilized for the Association's economic services program, as well as other union designated services such as insurance or benefits in accordance with School Board policy. The Association agrees to bear the cost, if any, 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 consistent with the parameters of the relevant program.

9.10 Secret Ballot Votes

9.10.1 When a secret ballot vote on school-wide issues occurs, a duly elected Classroom Teachers Association site representative will observe the ballot count for that site.

9.11 School Board Meetings

9.11.1 The Superintendent shall notify the Association of the date, place, and hour of all Board meetings and provide the Association with a complete agenda and supporting data on the Friday morning prior to all regular meetings. The Association shall be notified of any incomplete or further anticipated agenda items. Any materials absent from the package shall be provided to the Association upon release to the School Board.

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

9.12 Classroom Teachers Association Officers

9.12.1 The President Vice-President, and/or Secretary-Treasurer of the Association, who are also employees of the Board, shall, upon request by the Association at least once annually be reassigned to perform duties for the Association. These duties shall be considered by the Board as being equal to classroom teacher duties.

9.12.2 The individual(s) performing these duties shall be considered active Board employees for all purposes except as may be specified in this Contract. The employee shall be compensated at the employee's same rate of pay as if they were performing full-time instructional duties. The Association shall reimburse the Board for personnel cost incurred in the performance of duties under this section. The Association shall inform the Board of the date of the Officer's term of office.

9.13 Conventions

9.13.1 The Board shall grant the Association members professional leave for the purpose of attending the Association's FEA convention in accordance with the following:

A. Thirty association members, with a limit of two per site, shall receive two days' professional leave for the purpose of attending the FEA convention.

B. Other delegates of the Association shall be selected on the basis of one delegate for every twenty-five Association members and shall receive one-day professional leave for the purpose of attending the FEA convention.

C. The Association shall provide a list of delegates to the Division of Human Resources no later than one week prior to the professional leave dates.

D. Substitutes shall be provided for convention delegates as requested by the Association. The Association shall reimburse the Board for the substitute teachers' salary.

9.13.2 The Classroom Teachers Association may designate up to five Association members each to receive a nonpaid Leave of Absence in order to serve as official delegates to the NEA and AFT conventions in July. These Association members will be allowed a maximum of five days' unpaid leave from the extended year program or 12-month position. The Association may request additional delegates which must be approved by the Superintendent.

9.14 Legislative/Professional Days

9.14.1 The Association may request leave for members to engage in legislative or professional activity up to the cumulative Association total of one hundred (100) days per year. Such leave shall be granted by the Board and said members will be considered to be on paid professional leave. The Association will pay substitute costs. The Association may request additional days which must be approved by the Superintendent.

9.15 Bargaining Team

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

9.16 Membership Solicitation

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

9.16.2 The Association shall have the right to participate and solicit members at any hiring fairs, new employee processing and new teacher orientation.

10 Seniority

10.1 General Procedures

10.1.1 Seniority shall accrue county-wide for each year of continuous service in Hillsborough County. Continuous service being defined as the original most recent date of employment to the present with no break in service.

10.1.2 Seniority shall accrue to all full-time teachers. A teacher contracted for more than 198 days of service shall not accrue extra time for seniority.

10.1.3 In the event of a tie in the beginning employment dates, seniority shall accrue from the date recorded on the electronic hiring action.

10.1.4 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. If no election is made then the teacher, if any, with no evaluation score shall be required to transfer. If every teacher has an evaluation score, then the teacher with the lowest evaluation score shall be required to transfer. This provision shall apply to section 11.4.2.

10.1.5 Teachers who have been notified in writing that dismissal proceedings are, may not volunteer but shall be transferred if their seniority requires it.

10.1.6 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.

10.1.7 Authorized leaves do not constitute a break in service.

11 Transfers

11.1 General Principles

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

11.1.2 A transfer request may be initiated by a teacher.

11.1.3 Teachers who have been notified in writing that dismissal proceedings are contemplated, 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. Unless a pool exists, principals, when filling vacancies, shall reassign teachers currently out-of-field, unless hired out-of-field, before considering transfers or new applicants.

11.1.4 Except when a freeze is in effect, teachers are eligible to transfer at any time during the school year to accept a higher paying position, to accept a position in a newly created program, or to accept a position in an existing program when such program is expanded during the school year. Teachers may also transfer in-field from an out-of-field assignment, unless hired out-of-field on an "agreement to earn." A qualified replacement should be secured before the transfer is made; however, no transfer will be delayed more than four (4) weeks.

11.2 <u>Teacher Transfers</u>

11.2.1 The transfer period shall commence following spring unit allocation. After unit allocation, hiring of new applicants cannot take place until the placement of teachers from the pool.

11.2.2 An initial transfer period of at least two weeks in the spring prior to the end of the regular school year and prior to conducting pools will be established after units have been allocated in the spring and administrators have listed their staffing needs with the Division of Human Resources.

11.2.3 A. Teachers who are placed in the pool due to unit loss will be eligible for transfer as all other teachers.

B. If a teacher is placed into a pool due to unit loss or a loss of funding and the teacher's position is reconstituted/reinstated no later than one week prior to the scheduled Fall pool, the teacher shall have the right to return to the position.

11.2.4 Teachers are eligible to transfer to any vacancy for which they are certified; After spring transfer period, transfers will not be allowed to fill a vacancy in an area where a pool still exists.

11.2.5 Teachers remaining in the unit loss pool after the initial transfer period will be placed according to Sections 11.4 and 10 (Unit Loss Transfers and Seniority). This meeting will occur during post-planning.

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

11.2.7 The transfer period will continue until two weeks prior to the first day of preplanning for teachers. During this second transfer period, teachers will be able to transfer to any area for which they are certified if there is not a pool in that area.

11.2.8 Section 10.1.4 describes the governing factors when determining teachers to transfer during the spring for fall placement.

11.2.9 A teacher shall be granted only one voluntary transfer during the transfer period unless specifically agreed to by Human Resources. Placement from a pool is not considered a transfer.

11.2.10 Administrators shall notify the office of Personnel Services of all vacancies as soon as they are known. A vacancy does not exist until a resignation or leave is signed and submitted.

11.2.11 The Division of Human Resources shall provide a list of vacancies at the beginning of the transfer period and vacancy information shall be provided daily on the District's web site.

11.2.12 The Division of Human Resources shall establish the beginning date for the hiring of new teachers after all pools have met. The Division of Human Resources will provide vacancy information on the School District of Hillsborough County's web site.

11.2.13 Applicants who have interviewed for a position shall be notified in a timely manner after the decision is made.

11.2.14 Complaints related to the teacher transfer process should be directed to the Chief Officer for Human Resources. The teacher will be notified of the result.

11.2.15 Teachers shall be assisted at their new sites in making a smooth transition into their new positions.

11.3 Administrative Transfer

11.3.1 The Superintendent or their designee shall investigate any written request for an administrative transfer. This investigation shall determine the need for further action.

11.3.2 If appropriate, a hearing will be held involving the teacher, principal, Association, and the Chief Officer for Human Resources.

11.3.3 Following the hearing, the Chief Officer for Human Resources will make recommendations to the Superintendent.

11.3.4 The Superintendent shall then act upon the recommendation. 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 process outlined in Section 10.1.4 and Section 11.4.4. Administrators will determine the subject area (specific subject and certification/license in Industrial Education and Health Sciences) where a unit must be lost according to student enrollment. The composite unit allocation form indicating course counts will be available to the Association.

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

11.4.4 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. If no election is made then the teacher, if any, with no evaluation score shall be required to transfer. If every teacher has an evaluation score, then the teacher with the lowest evaluation score, shall be required to transfer.

11.4.5 Teachers who have been notified in writing that dismissal proceedings are contemplated may not volunteer but shall be transferred if their seniority requires it.

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

A. Prior to identifying positions subject to unit loss, decisions regarding the continuation, discontinuation, or reassignment of supplemented position assignments shall be finalized in accordance with Section 20.

B. Seniority as defined in section 10.1.4 will be used to determine which teachers will transfer during the spring for fall placement.

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

D. Administrators will identify and notify all teachers in a subject area that will experience a unit loss. Teachers in descending order of seniority may volunteer to have their names submitted for pool placement. If there are no volunteers in the identified area, the teacher with no evaluation score will be placed in the pool. If every teacher has an evaluation score, then the teacher with the lowest evaluation score will be placed in the pool.

E. The teachers in the pool will be listed by subject areas according to their seniority in the Hillsborough County School System.

F. For the purposes of unit loss, elementary teachers shall be divided into (1) pre-kindergarten, (2) K-5, including ESOL, (3) Autism Spectrum Disorders, (4) Strings, (5) Music, (6) Reading Coach or other screened positions, (7) Special certification areas. Special certification areas shall be considered separate subject areas.

G. Vacancies by certification area (Math, English, Elementary, etc.) will be available in the Division of Human Resources 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 their 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.

H. 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 and be placed in any second pool for which they are certified. Teachers placed in a second pool may volunteer for a vacancy after all teachers remaining in the first pool have refused it. If there are no volunteers, teachers in the first pool must be assigned. The Division of Human Resources will work with teachers remaining in the pool to find the best assignment possible for the welfare of the teacher and the school system until appropriate vacancies occur. This assignment shall be based on the following:

1. Current assignment and level

2. Current assignment (1-12)

3. Certification and previous assignment

4. Other certification

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

If a teacher voluntarily transfers to another position for which they are eligible, the teacher automatically gives up their right to remain in the pool. Teachers will retain pool rights for a period not to exceed two years.

I. Teachers selecting positions from the pool shall be assured the subject area and grade levels selected.

J. Vacancies for Magnet school positions will be listed during the transfer period.

K. Out-of-field teachers in a carry-over pool may be required to return to their area of previous assignment if a vacancy occurs prior to the freeze on teacher transfers before the start of the new year for which they were pool placed. In the event this occurs, consideration shall be given to travel distances and employees shall not be compelled to travel distances in excess of 10 miles one way.

11.4.7 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 Section 10.4.1, all Group II supplemented teachers shall first be subjected to unit loss with Group I supplemented teachers following if necessary. In the event a teacher with seniority is forced to transfer because of a supplemented teacher, reassignment to a vacant classroom position in the subject area disciplines in another area of certification within the same school shall be granted for either the affected senior teacher or the supplemented teacher unless a carry-over pool exists in that subject area. The principal will determine the teacher to be reassigned if both teachers are qualified for reassignment.

11.4.8 A permanent teacher who was designated as a unit loss on the spring pool list and who has transferred to another school either by voluntary transfer or pool placement shall be permitted to transfer back to their former school under the following conditions:

A. A vacancy exists in the subject area where the unit was lost.

B. A carryover pool does not exist.

C. The teacher is eligible to transfer until the freeze is placed for fall unit adjustment.

11.4.9 Secondary or elementary teachers not certified in exceptional child shall be placed at special education centers if there are no other positions available at regular school centers. A freeze will be maintained, and the teacher assigned to a special education center will be transferred when a vacancy occurs. The teacher shall be allowed to remain at the special education center when a vacancy occurs if the principal of the special education center and the teacher agree.

11.4.10 Secondary music or physical education teachers shall be placed at the elementary level only if there are no other positions available at the secondary level. A freeze will be maintained, and teachers assigned to elementary music or physical education from a secondary pool will be transferred as unearmarked vacancies occur at the secondary level. The teacher can remain at the elementary position if the teacher and the principal agree. This procedure shall also apply to elementary music or physical education teachers assigned to secondary.

11.5 <u>New School or Consolidation Transfers</u>

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

11.5.2 Units shall be allocated or reallocated to the affected school(s). Group I supplemented positions for new schools / consolidated assignments will be reserved prior to pool placement.

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

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

11.5.5 Prior to the spring transfer period, teachers will be given a list of vacancies at the receiving school(s), by departments. Each teacher, on a seniority basis, will have a choice of accepting a vacancy according to their current teaching assignment (See 11.4.6 D) at the receiving school(s) in the certification area from which they were displaced or being placed in the county pool.

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

11.5.7 Teachers who have been assigned to the receiving school(s) or county pool are eligible to transfer during the transfer period.

11.6 Family Transfer

11.6.1 No teacher shall be appointed or reappointed to a school in which their father, mother, brother, sister, husband, wife, son, daughter, or in-law is employed as an administrator. A teacher and an administrator marrying during the school year shall be allowed to finish that year at the same school.

11.7 Energy Transfers

11.7.1 Voluntary energy transfers may occur any time during the year except during a freeze and during the period prior to spring pool placement. To be eligible for an energy transfer, an employee must have completed one year or the equivalent (half a school year plus one day) of continuous permanent employment at the school from which they are transferring.

11.7.2 In order to qualify for an energy transfer a teacher must travel a minimum of 20 miles or more per day (round trip) or 100 miles per week round trip. The transfer must result in a reduction in the number of miles traveled by the teacher.

11.7.3 Acceptance of said transfer shall be voluntary on the part of the teacher and the administrator at the receiving work site. In an energy transfer where two teachers exchange positions, both teachers and administrators in the affected work sites must voluntarily agree to the exchange.

11.7.4 This same procedure shall apply to itinerant personnel.

12 Leaves

12.1 Absence from Duty (Illness or Personal Leave)

12.1.1 The responsibility for entering leave into the District payroll system shall remain with the instructional personnel. A teacher who will be absent from duty shall notify the district's designated absence reporting and substitute employee assignment system, 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.

12.1.2 If a teacher notifies the district's designated absence reporting and substitute employee assignment system later than one hour prior to the teacher's reporting time on the morning of the absence, they will also notify the administration or designee.

12.1.3 All absences from duty must be excused. Employees 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.

12.2 <u>Sick Leave Bank</u>

12.2.1 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.

B. The sick leave bank shall be administered through the office of the Chief Officer for Human Resources.

12.2.2 Membership

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

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

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

D. Membership shall be qualified by the following conditions:

1. Each July the Sick Leave Bank Committee shall determine if the bank balance will be drawn to below 500 days during the coming year. If after evaluating the rate of usage and the projected new enrollments, the committee concludes that the 500-day balance will occur during the next school year, each member will be notified that they will be required to contribute one additional sick leave day on the last pay date in September in order to continue members. Members not having one additional sick leave day accrued to their benefit shall not be eligible to continue membership. Such members shall again be eligible when they meet the criteria in 12.2.2 A.

2. In the event a member draws from the bank, that individual's membership shall be suspended for all subsequent illness and benefits not arising directly out of the original

illness or injury. Such individuals may reinstate their membership by meeting the qualifications in 12.2.2 A.

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

12.2.3 <u>Benefits</u>

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

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

2. The member must have applied for an extended leave of absence from employment because of their own personal catastrophic illness or accident (excluding Workers' Compensation cases).

3. Sick Leave Bank benefits are not payable for benefits coverable by Workers' Compensation benefits.

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

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

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

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

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

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

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

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

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

12.2.4 <u>Administration</u>

A. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee under the direction of the Chief Officer for Human Resources.

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

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

1. Three representatives appointed by CTA.

2. Four representatives appointed by the Superintendent.

D. The chairperson shall have no voting power except in a tie breaking situation.

E. Enrollment forms and applications for benefits may be obtained from the Division of Human Resources.

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

G. Sick Leave Bank members shall be given an annual report of usage. The report shall include the number of applications submitted, approved, rejected, the number of days utilized, and the number of days remaining in the Bank.

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

12.2.5 The Sick Leave Bank Committee shall function as follows:

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

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

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

12.3 Illness Leave (Sick Leave)

12.3.1 A teacher who is unable to perform their school duties because of their illness or because of the illness or death of their 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, half-brother, sister-in-law, stepsister, half-sister, stepchild, uncle, aunt, niece, nephew, grandparents, grandchild, or members of their 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, not to exceed more than one day times the number of months employed for that year, 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. 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.

12.3.2 All claims for sick leave must be submitted to 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 filling of the appropriate form immediately upon return of the teacher to duty or during the course of their 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.

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

12.3.4 A teacher may requisition their former employing Florida school district to transfer 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.

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

12.3.6 Teachers who are employed for a normal extended year program shall earn one additional day of sick leave.

12.4 Employment While on Leave

12.4.1 Teachers may be employed while on personal leave from the school system for a maximum of one school year, except for employment as a teacher in a different Florida school district as defined below. Upon expiration of the leave, the teacher will return to the county placement pool for reassignment. For all personal leaves unrelated to employment elsewhere, the teacher shall be returned to the school and subject area where he or she previously served. Leave forms shall indicate conditions for returning to the same position or the county pool.

Teachers obtaining employment as a teacher in a different Florida school district while on non-paid personal leave shall be required to resign employment from Hillsborough County Public Schools.

However, the preceding sentence shall not apply to individuals who are employed as a teacher in another Florida school district as a result of:

A. a spouse's work-related transfer,

B. the attainment of an advanced degree or additional area of certification,

C. a move necessitated by family care.

Other situations not addressed above may be reviewed by the CTA Executive Director and General Manager of Employee Relations.

12.5 Short Term Leaves-General Provisions

12.5.1 Short term leaves (leaves for a maximum of thirty calendar days) are granted for short periods of time when a teacher is absent from their 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.

12.5.2 With the exception of Personal Leave with Pay and Professional Duty Within the County Leave, and Professional Duty Out-of-County, all other leave requests must be submitted on Request for Leave of Absence form and received in the Division of Human Resources three workdays prior to the effective date of leave.

12.5.3 Teachers receiving compensation from a source other than the School Board for participating in an activity during normal duty hours must take personal leave. If the purpose of the compensation to participants is to reimburse these individuals for activities required beyond the normal workday, a Request for Leave of Absence form must be submitted, and the professional duty leave may be approved with documentation verifying the reason for compensation.

12.6 Personal Leave with Pay

12.6.1 Six (6) days per school year for personal leave may be charged to sick leave. The regular Request for Leave of Absence form will not be necessary, but the administrator or designee shall be notified in person or by phone prior to the teacher taking leave. This notification does not imply a need for approval. Immediately following the absence, a sick leave form shall be submitted stating that the absence was for "personal reasons." (See Section 12.1)

12.7 Professional Duty Within the County

12.7.1 Professional duty within the county is not considered a leave of absence. It is approval granted by the appropriate building administrator for a teacher to be temporarily absent from their 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. (When compensation is anticipated, see 12.5.3)

12.7.2 Any use a substitute for a teacher who is on inter-school visitation must have prior written approval of the Chief Officer for Human Resources.

12.8 Professional Duty Out-of-County

12.8.1 The request of an individual for Professional Duty leave outside of Hillsborough County must be submitted on an Out-of-County Travel Authorization (SB00077) to the appropriate administrator for approval at least ten working days prior to the effective date of leave. Approval for a substitute allocation must be provided by the appropriate Assistant Superintendent.

Such leave shall be granted when the teacher can demonstrate that they are an officer or board member of the local, state, local or national curriculum or subject area group which is sponsoring the event for which the leave is sought. In order to qualify, the teacher's present assignment must be in that curriculum or subject area group. (When compensation is anticipated, see 12.5.3)

12.9 Professional Duty Out-of-County-Student Day (Group)

12.9.1 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 Executive Director who is responsible for their program at least three weeks in advance of the trip.

12.9.2 The appropriate Executive Director will present the request to the Superintendent and their staff for approval at the next staff meeting.

12.9.3 A maximum of ten percent of the total group shall be given approved leave to represent their group. (The appropriate Assistant Superintendent may waive the 10% limitation). Such leave must be submitted on the Out-of-County Travel Authorization and Reimbursement Claim form to the appropriate administrator at least ten working days prior to the first day of absence. When no reimbursement is requested or when internal account funds are used, the Out-of-County Travel Authorization and Reimbursement Claim form must be received in the Division of Human Resources at least three workdays prior to the effective date of leave.

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

12.9.5 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 Division of Human Resources.

12.10 Professional Duty-Out-of-County-Non-Student Day

12.10.1 If a subject area group of teachers desires to attend a county approved conference, convention, workshop, etc., approved by the Superintendent and staff, no maximum shall be set, and leaves will be granted to all teachers who submit the Out-of-County Travel Authorization and Reimbursement Claim form to the appropriate administrator at least ten working days prior to the first day of absence. When no reimbursement is requested or when internal account funds are used, the Out-of-County Travel Authorization and Reimbursement Claim form must be received in the Division of Human Resources at least three workdays prior to the effective date of leave. 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. On parent conference days, it shall be the teacher's responsibility to notify the parents of their students of their anticipated absence for professional development. Teachers will make other arrangements with parents for conferences.

12.11 Illness and Accident in Line Of Duty

12.11.1 Any employee shall be entitled to illness or accident in-line-of-duty leave when their absent from their duties because of a personal injury received in the discharge of duty or because of certain infectious or contagious childhood diseases contracted in schoolwork.

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

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

12.11.4 The employee shall receive normal pay for the day of the injury. Upon recommendation of the Risk Management and Safety Office, the School Board will also pay normal salary to an employee who is injured on the job or has certain job-related illnesses for the first ten working days following such illness or injury. The maximum amount of paid days shall be ten days per injury with a maximum of ten days per year (July 1 - June 30). The employee must use the regular leave form to request paid days and submit to the teacher's work site for submittal to the Risk Management and Safety Office for approval. The Risk Management and Safety Office will approve payment of the first paid day after an injury without proof of medical treatment. Approval of more than this first day will not be granted unless medical proof is attached indicating the employee is unable to work due to the injury.

12.11.5 After the ten-day period, the injured employee has a choice of receiving Workers' Compensation benefits only, or supplementing Workers' Compensation benefits by utilizing a portion of a sick day to provide full salary equivalent. The combined benefits of both Workers' Compensation and paid days sometimes result in overpayments to an employee which must be returned.

An employee on Workers' Compensation is assured a return to the same position if the return occurs during the same or the next fiscal year. If the Workers' Compensation extends into the third fiscal year, the employee will be assigned by the method of pool placement.

12.11.6 If a doctor recommends an employee for light duty (limited/restricted duty), the employee must be able to fulfill their work responsibilities. The work location supervisor must allow the employee to return to work and ensure that the employee does not exceed the doctor's limitations.

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

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

12.12 Jury Duty or Court Witness

12.12.1 A teacher called for jury duty shall be considered on temporary duty elsewhere and shall receive pay for their time on jury duty. A copy of the court order must be attached to the Request for Leave form.

12.12.2 A teacher subpoenaed as a witness for a situation related to their employment as a School Board employee shall be considered on temporary duty elsewhere and shall receive pay for their time while answering the subpoena. A copy of the subpoena and verification of attendance must be attached to the Claim for Leave form.

12.13 Military Leave-Reserve Active Training

12.13.1 Teachers who are members of state and national reserve units shall be entitled to paid leave of absence, up to seventeen workdays in any fiscal year, when they are on active duty for training purposes. Reservists must plan their tour of duty during vacation when possible. Request for excused absence and a copy of the official orders must be submitted in advance.

12.14 Military Leave – Reserve Called to Active Military Service

12.14.1 Teachers who are members of State and National Reserve Units, and are called to active military service, shall be entitled to a leave of absence. Requests for Military Leave must be accompanied by a copy of the official orders.

12.14.2 The workdays within the first thirty calendar days of any such leave shall be with full pay. Teachers shall retain rights to their assignment until the end of the current school year. Teachers returning from Military Leave will be credited with one, or a partial year's experience for determining salary benefits, rights, and privileges for each year, or partial year, on leave. Upon expiration of the leave, a reservist shall be returned to the school and subject area (see Section 11.4.6.F) where they previously served.

12.14.3 Reservists must present themselves for duty within 31 days upon release and must be available to report to work no later than 90 days from the date of discharge from active service. Failure on the part of the reservists to return to work after 90 days will be considered as a break in service. The returning reservist must provide the appropriate discharge document (DD 214) indicating an honorable discharge. Failure on the part of the teacher to submit this verification will invalidate the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

12.15 Military Leave-Voluntary Service

12.15.1 Teachers who volunteer for military service in the Armed Forces of the United States or the State of Florida are eligible for military leave without pay. Orders for induction must be submitted with the Request for Leave Form. A maximum of four years' leave may be granted unless a state of emergency exists.

12.15.2 Teachers granted a military leave must, upon their release, present themselves for duty within 31 days and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Returning teachers must submit a copy of their honorable 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. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

12.15.3 Teachers returning from Voluntary military service shall be credited with one (or partial) years' experience for determining salary benefits, rights, and privileges for each (or partial) year on leave. Upon expiration of the leave, a teacher shall be returned to the school and subject area (See Section 11.4.6.F) where they previously served.

12.16 Military Leave – State or National Emergency

12.16.1 Teachers who volunteer or are drafted for military service in a time of declared national or state emergency are eligible for military leave without pay. Requests for military leave must be accompanied by a copy of the official orders. A maximum of four years of leave may be granted unless the declared state of emergency continues to exist.

12.16.2 Teachers granted military leave must, upon their release, present themselves for duty within 31 days and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Returning teachers must submit a copy of their honorable 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. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

12.16.3 Teachers returning from military leave shall be credited with one (or partial) years' experience for determining salary benefits, rights, and privileges for each (or partial) year on leave. Upon

expiration of the leave, a teacher shall be returned to the school and subject area (See Section 11.4.6.F) where they previously served.

12.17 Study and Workshop Leave

12.17.1 Study leave for ten months teaching personnel during post and/or pre-planning college study may be granted for attendance at summer sessions of colleges and universities in an area related to education. Reasonable time allowance for travel may be granted provided it does not interfere with the applicant's teaching duties. Applicants must submit their requests on the Request for Leave of Absence form and attach a copy of the college brochures showing the summer session dates.

12.17.2 A transcript of the courses taken, or the degree earned is to be submitted to the Division of Human Resources following the summer leave. All personnel on this type of leave shall receive salary as though they were on duty in the school.

12.17.3 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 Division of Human Resources.

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

12.18 Personal Leave (Short Term) Without Pay

12.18.1 A teacher may be granted temporary personal leave (maximum of thirty calendar days) without pay, when extenuating circumstances dictate, when approved by the appropriate administrator. This leave can be extended, but a new leave request must be made if the situation warrants it. Personal leave without salary may be granted only when there is not a leave policy to cover the particular circumstance. However, personal leave without salary may be granted when an employee is receiving compensation from another source.

12.18.2 An employee may request and take up to three (3) days of leave in any 12-month period if the employee, a family member, or household member is the victim of domestic or sexual violence. An employee requesting such leave must first use any paid leave available to the employee; if none is available, the employee may then use unpaid personal leave.

12.18.3 Upon request, teachers shall be granted leaves in accordance with the following provisions:

A. With thirty (30) days' notice, a teacher shall be granted up to thirty (30) days leave without pay for the purpose of campaigning in an election as a candidate for a state or federal public office.

B. The Board shall extend to the teacher who is elected or appointed to a state or federal public office a leave of absence without pay as needed to fulfill the terms of office.

12.19 Extended Leaves-General Provisions

12.19.1 Extended leaves (leaves for more than thirty calendar days) are granted for one school year, the remainder of a school year; for a definite period of time within the school year. A Request for

Leave of Absence form must be submitted to the Division of Human Resources twenty days before the effective date of the leave, except in cases of emergency.

12.19.2 When any extended leave begins during the second semester, the teacher on such leave shall be eligible to apply for another extended leave for all of the next school year.

12.19.3 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 be signed by the teacher's principal or immediate supervisor and submitted to the Division of Human Resources.

12.19.4 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 employee has returned to active employment following their Board approved leave of absence.

12.19.5 Upon expiration of the leave, a teacher shall be returned to the school and subject area (see Section 11.4.6 D) where they previously served. After a teacher absence of two (2) continuous combined leaves, a teacher will return to the district placement pool for reassignment.

12.19.6 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.

12.20 Health Leave

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

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

12.20.3 With the exception of documented health, maternity, paternity, adoption, or family leave, a teacher may be eligible for two (2) leaves within a five (5) year period.

12.21 Professional/Charter Leaves

12.21.1 Professional leave without pay shall be granted for professional study at a college or university in an area related to education. The teacher must be a full-time student or receiving a degree, hold a professional certificate and hold tenure/non-probationary status in Hillsborough County. Additional leaves may be requested; however, a maximum of three consecutive professional leaves or a maximum of two non-consecutive leaves in a five-year period may be granted. Any teacher granted a professional leave must, upon return, or prior to requesting additional leave, submit a transcript or record from a college or university showing a degree or satisfactory credit

earned (a grade of "C" or higher must be earned in order to gain salary credit) as a full-time student at the college or university. Failure on the part of the teacher to submit evidence will invalidate the leave of absence and constitute a break in service.

12.21.2 Professional leave without pay shall be granted for:

A. Service in the Peace Corps

B. Teaching experience in a foreign country

C. Study or work related to a state or national scholarship or grant.

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

12.21.4 Teachers on professional leave should not expect reassignment prior to the expiration of their leave.

12.21.5 Charter leave without pay shall be granted for one year to accommodate employment at a Hillsborough County charter school. The teacher must attach documentation of an employment contract with the charter school along with their request for leave. If employment with the charter school ends prior to the end of the approved leave, it is the responsibility of the teacher to immediately notify Human Resources of that change. Non-compliance may result in termination from employment.

12.21.6 Teachers returning from charter leave will be placed in the spring second pool of their former pool category.

12.21.7 A teacher returning from charter leave shall provide Human Resources with a completed Instructional Experience *Verification for Salary Determination* form prior to the start of the following school year. Failure to provide experience verification may result in termination from employment.

A teacher on professional leave must maintain a valid teaching certificate.

12.22 Personal Leave (Extended) Without Pay

12.22.1 A permanent, non-probationary teacher shall be granted a personal leave for one school year or the remainder of a school year upon completion of three completed years of employment. An additional personal leave may be granted after each three complete years of teaching experience in the Hillsborough County School System. When the initial personal leave begins during the second semester, a second continuous personal leave may be granted for all of the next school year.

12.23 Maternity, Paternity, Adoption and Family Care Leave

12.23.1 Instructional Personnel who have knowledge of a maternity, paternity, adoption, or family related circumstance which will require their absence from school shall inform the principal.

12.23.2 Instructional Personnel must inform the principal of the anticipated date that their absence will begin and the anticipated date of return.

12.23.3 Instructional Personnel may use either accrued paid or unpaid sick leave prior to the child's birth or adoption. Eligible instructional personnel shall be entitled to up to twelve (12) weeks of leave

under the Family and Medical Leave Act (FMLA) for the birth, adoption, or placement of a child, or for family care, in accordance with federal law. Such leave may be used for recovery and/or bonding following the birth or adoption of a child. Paid leave, including sick leave and parental leave under section 12.23.2. shall run concurrently with FMLA leave where applicable. At the conclusion of FMLA leave, the instructional personnel shall return to work or request additional leave.

12.23.4 A leave for maternity, paternity, adoption, or family care beyond the period described above may be granted in accordance with 12.19.1. Family care leave shall be limited to two continuous leaves for the same circumstance. Leaves should be requested twenty (20) days prior to the beginning date of the leave.

12.24 Return to Position After Extended Leave

12.24.1 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 Division of Human Resources and their principal by April 1 of their intention to return. The Division of Human Resources will ensure this requirement is clear on the leave documents and will mail a reminder by USPS certified mail, return receipt requested, regarding this deadline at least two weeks prior to April 1. If the teacher fails to notify the Division of Human Resources of their intent by the April 1 deadline, they shall be terminated. If the teacher indicates on their intent to return that they are extending their leave, then they must submit all corresponding forms/paperwork for their leave by June 30 or they shall be terminated. The teacher may appeal this termination if extenuating circumstances exist. The teacher will be eligible to reapply for employment immediately if they so desire.

12.24.2 Upon expiration of the leave, a teacher shall be returned to the school and subject area (see Section 11.4.6 D) where they previously served unless otherwise stated within this agreement.

12.24.3 The teacher will be notified of their assignment to the county pool, and the teacher must respond in person or by proxy to make a selection of assignment at the county pool. Failure to respond to the county pool placement will result in termination. The teacher may appeal this termination if extenuating circumstances exist. The teacher will be eligible to reapply for employment immediately if they so desire.

12.24.4 When conditions change for which a teacher takes leave they may transfer from leave to a temporary or permanent vacancy. If the transfer is a temporary one, the position from which they are on leave will be reserved for them. If the transfer is a permanent one, either to a permanent vacancy or to a temporary, regular contract appointment in a vacancy replacing a teacher on leave, the vacancy in the school from which he/she they took leave will no longer be reserved.

13 Insurance/Injury and Fringe Benefits

13.1 Insurance Solicitation

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

which makes insurance of any type available, except as approved by the Board or offered as a member benefit by CTA.

13.2 Health and Life Insurance Coverage

13.2.1 The School Board agrees to pay the premium for the employee for a comprehensive medical insurance program.

13.2.2 The employee may insure their dependents with the School Board's comprehensive medical insurance program, provided that they pay the additional premium and provided they are enrolled within the first thirty days of employment or within the first thirty days of a qualified family status change. Evidence of insurability will be required during other times.

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

13.2.4 Teachers on leave or upon retirement, if eligible, may continue insurance coverage by paying the total premium on a monthly basis to the school system.

13.2.5 The Board shall continue to provide the employee's health and life insurance when the employee is granted any extended health or maternity 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.

13.2.6 Enrollment periods for health and other insurance shall include professional assistance during extended hours to the extent possible.

13.2.7 Employee and Board premium contributions for health insurance coverage shall be stated in an annual Memorandum of Understanding.

13.3 Pre-Tax Benefit Program

13.3.1 The Board shall make available to employees a pre-tax benefit program that will allow employees to purchase insurance and other benefits through pre-tax payroll deduction.

13.4 Tax Sheltered Programs

13.4.1 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.

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

13.5 Income Protection and Cancer Insurance

13.5.1 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, does not place an undue burden on Hillsborough County Public Schools' resources, and abide by item 13.1 (Insurance Solicitation) of this contract.

13.6 Personal Injury Benefits Resulting from Assaults/Batteries

13.6.1 Whenever a teacher is temporarily absent from school and temporarily unable to perform their duties as a result of an assault/battery incurred in the scope and course of their employment, and not the result of their own negligence, they will be paid their full salary less the amount of any worker's compensation payment or award made for temporary disability due to said assault/battery 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/battery. Such pay shall not exceed the amount an employee is entitled to receive under their contract. Absences directly attributable to an assault/battery will not be charged to sick leave. See Section 12.11 for additional requirements.

13.6.2 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 their duties, and that the disability is attributable to the injury involved. In the event there is an adjudication of the period of temporary disability in the appropriate workers' compensation proceeding, the Board may adopt such adjudication.

13.7 Reimbursement for Personal Property Losses Due to Assaults/Batteries

13.7.1 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 their 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 4.2).

13.8 Workers' Compensation Benefits (Also See Section 12.11)

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

13.9 Notice of Injury Report

13.9.1 All employees shall report on-the-job injuries to their supervisor immediately. A Notice of Injury report shall be completed in detail by the administrator or supervisor and forwarded to the Risk Management and Safety office in the next school mail. A copy of the injury report shall be provided to the Association when outside medical treatment is warranted.

13.9.2 If medical treatment is required, the injured employee shall be given a "Referral for Medical Treatment" form which will enable them to report to a doctor or hospital for treatment under Workers' Compensation benefits. The supervisor shall complete the top half of the form. The injured employee is responsible for ensuring 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 Risk Management and Safety in the next school mail. This form is proof of medical treatment and/or excuse from work by a doctor. Workers' Compensation benefits will be delayed until this

proof is received by Risk Management and Safety. An employee needing care from a doctor will be assigned such medical care as per Statute 440.13.

If an in-the-line-of-duty injury results in an employee missing work after the day of injury, the work location shall call Risk Management and Safety by phone and inform them of the date the employee returns to work.

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

13.9.4 If an in-the-line-of-duty injury results in an employee missing work after the day of injury, the work location shall call Risk Management and Safety by phone and inform them of the date the employee returns to work.

13.10 Insurance Committee

13.10.1 The Board and Association recognize the importance of maintaining and balancing quality health and other insurance for employees. Toward these ends, a joint insurance Committee will be established for the purpose of putting forth recommendations that shall be subject to negotiations.

13.10.2 The Insurance Committee will serve in advisory capacity to review and analyze the health insurance plan and any other insurance plans mutually agreeable to the parties. The Board shall provide all committee members with a copy of the most recent report(s) available from the provider and/or providers being evaluated within a reasonable period prior to each meeting.

13.10.3 The Insurance Committee shall meet regularly to review all relevant financial, utilization, and plan performance data necessary to review and analyze the health insurance plan and any other insurance plan.

13.11 Fingerprint monitoring

13.11.1 The Board will pay the cost of fingerprint monitoring fees for employees.

14 Resignation

14.1 Resignation

14.1.1 A teacher who wishes to secure a legal release from their contract shall submit their 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.

14.2 Retirement

14.2.1 An instructional employee planning to retire should contact the HCPS Retirement Department to schedule an exit meeting three (3) months prior to their retirement date. Failure to schedule three (3) months prior will have no negative consequences to an employee's retirement or employment status.

14.3 Terminal Pay

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

If the employee is enrolled in the FRS Investment Plan and terminates from the district no younger than age 59 ½ with at least 6 years of FRS service or has 30 years of FRS service at any age, the employee is deemed to meet the definition of retirement to be entitled to the same terminal pay benefits as an FRS Pension Plan retiree.

All terminal pay shall be paid in the month following retirement, but not more than two pay cycles following the employee's last duty check. The only exception to this procedure will be December retirees. December retirees may request that terminal pay be paid in the month of December for tax purposes. To allow sufficient processing time for a December payment, a written request must be given to the Payroll Department no later than December 1.

Terminal pay shall be:

A. During the first three (3) years of service with the School Board, an employee will be paid 35 percent of their daily rate of pay times the number of days they have accumulated sick leave.

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

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

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

E. During and after the 13th year of service with the School Board, an employee will be paid 100 percent of their daily rate of pay times the number of days they have accumulated in sick leave.

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

A. 198 for 10-month teachers

B. 205 for 11-month teachers

C. 253 for 12-month teachers

14.3.3 Employees shall be given the opportunity to participate in an exit interview.

15 Layoff and Reemployment

15.1 Layoff and Reemployment

15.1.1 When programs are discontinued or cut back, the seniority (section 10.1.4) of teachers in such programs shall be the governing factor in determining which teachers are laid off. When district-wide vacancies are sufficient to absorb the unit reductions, the unit loss procedures (Section 11.4.6) shall prevail. The following procedure will be used:

A. The Superintendent and Assistant Superintendents shall determine the area, subject or programs that will lose staff positions for the coming year. Staff shall be laid off in order of least continuous employment in the county within the area of certification from which they will be displaced (specific subject, i.e., Industrial Education).

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

C. A teacher to be laid off, who is certified in another area or subject in the bargaining unit, shall have the right to a vacant position in such area or subject.

D. A teacher who has been laid off shall have the option, based on seniority, to select a vacancy in an area for which they are not certified provided such laid off teacher signs an agreement to earn six semester hours per year in order to be certified in the new subject area to begin in the second year of the assignment. This applies to bachelor's degree or higher only.

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

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

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

16 Certification and Renewal Procedure

16.1 Registration of Certificate

16.1.1 Each teacher must hold a valid Florida certificate issued by the State Department of Education or a valid District certificate issued by the School District of Hillsborough County. It is the individual teacher's responsibility to keep their certificate active; however, the Office of Certification will aid the teacher in filling out forms, processing renewals, and when required, mailing them to the State Department of Education.

16.1.2 Each teacher must register their state-issued certificate (temporary, professional, renewal, upgrade, or addition), with the Office of Certification within thirty (30) days after receiving it from the State Bureau of Teacher Certification. However, if a teacher has applied for the certificate through the Office of Professional Standards, the Bureau of Teacher Certification will mail a copy directly to the district.

16.2 Certificates Required for Tenure

16.2.1 Only teachers who hold a regular or professional certificate are eligible to gain tenure/non-probationary status in Hillsborough County.

16.3 Teaching Out-Of-Field

16.3.1 Teachers shall not be assigned to subjects not listed on their teaching certificate except in accordance with the regulations of the State Board of Education and for good cause shown.

A. All teachers who are teaching out-of-field shall be required to complete, with a grade of "C" or higher, six semester or eight quarter hours or the equivalent toward meeting certification requirements, or pass the subject area exam, within 12 months of having accepted the assignment. Teachers who fail to complete the annual requirements will not be eligible for transfer or placement to another out-of-field assignment until the requirements are met.

B. Teachers who are teaching out-of-field shall be evaluated for knowledge of subject matter with consideration given to the lack of complete certification.

C. When the teacher is out-of-field in a subject area, and is also fulfilling a 300 hour ESOL requirement, the ESOL course work may be substituted for one course (3 hours or 60 in-service points) within the six-hour requirement, unless there is no current ESOL requirement.

16.4 Certificate Extension

16.4.1 Certificates which are eligible for renewal or extension shall be renewed or extended under the rules of the Department of Education and/or the School District of Hillsborough County prescribing such additional training, experience and competencies as may be deemed necessary for said renewal or extension.

16.4.2 A teacher who is teaching on a special permit, that is, a college graduate who is not certified in the field of this assignment, must meet requirements by earning six semester or eight quarter hours (or the equivalent) in the field of their assignment annually in order to be eligible for reappointment. This course work may be in addition to course work needed for certificate extension.

17 Personnel Requirements

17.1 Verification of Experience

17.1.1 Salary credit for experience will be given initially for experience according to 17.3 in this contract. Adjustments will be made as needed when verification of experience is received in the Division of Human Resources. Teachers resigning prior to verification of previous teaching experience and/or recording of a valid certificate in the Division of Human Resources 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 furnished proof that they have met requirements and applied for a valid certificate at the time of employment processing. Short-term employees must record a certificate, or file application, furnishing evidence of having met requirements, prior to the release of their final check.

17.2 Procedure for Changing Name, Address and Telephone Number

17.2.1 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.

17.2.2 All teachers shall report in writing changes of name, to Human Resources, and changes of address and telephone number to the Principal's Secretary or Payroll Secretary at their worksite. If a teacher changes her name, the change must be made on her teaching certificate by the State Department of Education at the teacher's next regular certificate renewal. Name changes on records cannot be made until a new Social Security card has been recorded in the Division of Human Resources.

17.3 Allowable Teaching Experience

17.3.1 Teachers shall be granted experience for all verifiable years of full-time teaching experience.

17.3.2 Teachers who take a leave of absence from a Hillsborough County position to work in another school district will not receive salary credit for that year upon their return.

17.3.3 Teachers employed after July 1, 1981, shall be allowed up to seven years' credit for previous experience 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. Effective March 2002, teachers shall be granted experience credit for all years of experience not previously granted. Non-degreed JROTC Instructors shall be eligible for up to seven years' credit for previous ROTC teaching experience. Credit will not be granted for half-day teaching in private or public schools other than the Hillsborough County Public School System.

17.3.4 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 their 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.

17.3.5 Speech Language Pathologists shall be granted experience credit for all full years of therapy with children.

17.3.6 School Social Workers shall be granted experience credit for all full years of social work experience involving children in a K-12 setting or school district.

17.3.7 Effective July 1, 2025, all Florida Retirement System (FRS) and out of state public school system retirees newly hired or rehired after retirement will be eligible for all verifiable public, private and charter school years of effective teaching experience. A newly hire/rehired teacher to HCPS who has taken a distribution through an investment plan offered through the FRS or any other state system is considered a retiree.

17.3.8 School Psychologists shall be granted experience credit for all full years of psychologist work experience involving children in a K-12 setting or school district.

17.4 Work Experience in Lieu of Teaching Experience

17.4.1 Upon entering employment with the Board, health science, data processing technology, law enforcement, firefighters, food production with Quantity Foods Certification, and industrial qualified and certified instructors may apply to the Workforce Officer for 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 the area for which the work experience was granted. For teachers employed after July 1, 1981, up to seven years of experience credit may be granted according to the provisions of this section.

17.4.2 The combined total of work and teaching experience cannot exceed seven years. Credit for teaching experience of seven years or greater shall eliminate credit for work experience. Effective March 2002, teachers shall be granted experience credit for all years of experience not previously granted. Vocational teachers who require academic preparation will not be granted work experience credit after July 16, 1974.

17.4.3 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. Effective July 1, 1989, salary credit for pre-kindergarten and private speech therapy experience, will be granted upon verification by the Division of Human Resources, not to exceed a combined total of seven years' credit.

17.5 Definition of A Year's Teaching Service

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

18 Compensation

18.1 Salary

18.1.1 Teachers shall be paid on a biweekly schedule, and their salary shall be reflective of their experience and, if applicable, a higher degree. Degree changes that occur during the school year, which are applicable for salary adjustment, will be effective as of the original date the higher degree was conferred by an accredited university or college. It shall be the responsibility of the teacher to submit an official transcript to the Division of Human Resources to be placed in the teacher's personnel file confirming the degree awarded date. Salary changes will not be made until an official transcript is received and recorded in the Division of Human Resources.

18.1.2 Salary for any instructional employee hired for summer staffing the Extended School Year (ESY) and Extended Learning Program (ELP) shall be paid at a fixed rate of $30 per hour or higher amount based on grant funding mutually agreed to by the parties for the number of hours assigned and worked for these programs.

18.1.3 Junior ROTC personnel shall be paid under one of the following formulas. Each instructor shall select the formula they prefer. Once the instructor selects their preferred formula, that method of compensation shall remain in effect.

A. ROTC personnel will be paid in the amount, which, when added to retirement pay, will equal the amount of their active duty pay and allowance. Reimbursement by the Federal Government will be made at the individual's retirement pay and their active duty pay and allowance. The School Board will not adjust downward its portion of this contract during the contract year.

B. Regular teacher's salary based upon an appropriate rank and experience.

18.1.4 Salary and supplements shall be based upon the negotiated schedules, which are incorporated into this Agreement by reference as Appendix C.

18.1.5 District forms related to an employee's employment with the district and/or compensation shall be distributed in a manner to guarantee confidentiality.

18.1.6 New employee paychecks will be direct deposited to a local financial institution of the employee's choice from a list approved by the School Board. Ten- month employees shall have the option of having their annual salary paid over a twelve-month period. Ten-month employees electing this option shall sign up for the extended year payments program which will provide four (4) paychecks during the summer recess.

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

18.1.8 Social Security numbers shall be secured from access.

A. Gross Salary

B. Taxable Gross Salary

C. Withholding

D. F.I.C.A

E. Sick Leave Balance

F. Vacation Balance

G. Extended pay year (12-month payment instead of 10)

19 Extended Year School Year Employment

19.1 Extended Year Program for Remediation and/or Enrichment (Summer School)

19.1.1 The Chief of Schools shall identify the school centers that will be open for the extended year program.

19.1.2 The Chief of Schools shall specify which sites will be sending students to open one through five sites.

19.1.3 Elementary feeder school students and students from the center attending the extended year program will be listed and sent to the extended year program center administrator.

19.1.4 Teachers desiring to be employed in the extended year program shall make application to their building administrator to be forwarded to the Division of Human Resources.

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

19.1.6 A list of students to attend the extended year program will be sent from the closed site to the appropriate one through five sites.

19.1.7 The open site administrator shall hire qualified applicants from each closed site, in proportion to the number of each school's students attending the site, within each subject area. Teachers who received an NI or U the previous year may be excluded from this requirement.

19.1.8 Seniority shall be used to determine those teachers who will lose employment within each subject area when enrollment is not sufficient to maintain teacher units at a school site. Unit loss shall occur by whole units. The loss of one unit will not affect more than one teacher unless it is voluntary.

19.1.9 Normally, administrators shall hire from among the available certificated personnel for extended year employment prior to seeking out-of-field personnel.

19.1.10 Magnet schools receiving students from Feeder schools for the Extended Year Program shall hire qualified applicants from the Feeder schools in proportion to the number of students attending the Magnet School Extended Year Program.

20 Supplemented Positions

20.1 Supplemented Positions

20.1.1 A supplemented position is a contracted position paying a supplemental salary to a teacher because of additional duties and responsibilities. A list of supplemented positions covered by this contract are included in Appendix C. The acceptance of a supplemented position is binding on both the principal and the teacher under the following conditions:

20.1.2 Group I Supplements

A. Group I Supplemented positions shall include Department Heads, Head Counselors, Head Football Coach, Head Volleyball Coach, Head Basketball Coach (Boys and Girls), Head Baseball Coach, Head Softball Coach, Head Track Coach (Boys and Girls), Head Wrestling Coach, Head Soccer Coach (Boys and Girls), Head Swimming Coach (Boys and Girls), Head Flag Football, Head Lacrosse (Boys and Girls), Varsity Cheerleader Coach, Dancerette Color Guard/Dance Coach, Business Manager, Band Director, Choral Director, Orchestra Director, Subject Area Leader (Middle School). and ESE Specialist.

B. Group I supplemented positions will be considered to be under a continuing contract. If a teacher who holds a Group I contract voluntarily decides to relinquish their supplemented position at the end of a school year, they shall inform the administrator prior to the allocation

of units for the following year in order that they may be given the option of being placed in the pool for reassignment or remaining at his/her their 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, they must do so in the time period prior to the establishment of pools for the coming year. A teacher who is terminated from a Group I position shall be entitled to an administrative review under the conditions cited in 22~~1~~.3.1 through 22.3.5, with the exception that if the review upholds the termination, the teacher shall lose their supplemental status and be given the option of being placed in the pool for reassignment or remaining at his/her their current school if there is an unearmarked vacancy in their last teaching assignment.

C. Administrators shall have the right to reserve positions for Group I supplements in the following manner: A list of all subject area vacancies shall be forwarded to the Division of Human Resources before pool placement. Included in that list shall be a list of vacant Group I supplement. Transfer will be possible to all vacant positions in accordance with transfer policy during initial transfer period. At the close of the initial transfer period, subject area vacancies shall be paired with vacant Group I supplements and be removed from the list of positions available to the pool and shall be listed as positions reserved for Group I supplements.

D. Changes in positions reserved for Group I supplements can only be made by application through the Division of Human Resources.

E. A teacher holding a Group I supplement will not normally be transferred due to a unit loss. (See Section 11.4.7).

F. Teaching positions may not be reserved for attachment to Group I supplements if the Chief Officer for Human Resources determines that such positions are needed for pool placement.

20.1.3 Group II Supplements

A. Group II supplemented positions shall include Yearbook Sponsor, Newspaper Sponsor, Majorette Sponsor, Drama Director, Middle School Team Leader, Elementary School Team Leader, Student Services Team Leader, ESE Contact/Team Leader and Elementary Safety Patrol Coordinator.

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

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

D. A teacher holding a Group II supplement will not normally be transferred due to unit loss (See Section 11.4.7)

E. Teacher and/or the principal shall determine continued employment in a Group II supplement prior to units being allocated.

20.1.4 Group III Supplements

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

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

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

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

20.1.5 General Provisions

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

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

C. Principals shall post supplemented positions becoming vacant within the school as soon as the vacancy exists, and interview interested teachers. After completing the interview process, the principal will announce their decision.

D. Age, race, creed, color, national origin, gender, marital status, sexual orientation, or membership in any teacher organization shall not be a factor when employing persons into supplemented positions.

E. 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.

F. Human Resources shall annually notify the Association of the principal submission deadline for supplemented positions assignments. Upon request, the Board shall provide the Association with a complete list of employees selected for supplemented positions as of that deadline.

20.1.6 Teachers holding athletic Group I supplemented positions who receive extended leaves that impact their coaching obligation shall relinquish that supplemented position as a condition of taking the leave and shall have the option of being placed in the pool for reassignment to another secondary school or accepting an unearmarked vacancy in the teacher's last teaching assignment at their current school.

20.1.7 Teachers who hold Group II and Group III supplemented positions and who receive an extended leave shall relinquish the supplemented position. The principal shall have the option of reinstating the teacher on leave to the supplemented position when they return or of retaining the replacement in the supplemented position.

21 Temporary Assignments

21.1 Temporary Assignments

21.1.1 Any teacher replacing one on leave shall have a temporary assignment. A temporary teacher employed prior to and including the first day of school shall be assigned regular teacher status in the school in the event a regular position in the area of their assignment becomes available prior to April 1.

21.1.2 All permanent positions filled prior to and including the first day of the second semester shall be considered permanent appointments. All positions filled after the first day of the second semester shall be considered temporary appointments with the exception of those areas deemed as critical shortage areas by the Division of Human Resources. The Board, with agreement from the Association, shall have the authority to suspend this section and designate all positions filled during the first semester as temporary. Anyone hired under these circumstances shall be so notified in writing.

21.1.3 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 "Effective" service to the county for a year or more, he should be given preference over an unknown candidate. Temporary teachers with overall effective performance may be employed into permanent positions prior to open hiring.

21.1.4 Temporary appointments may be made for thirty-one (31) calendar days or more. Additional appointments may be made for thirty-one (31) calendar days or longer periods of time. Prior to accepting a temporary teaching position, teachers shall be notified in writing that the position is temporary. The teacher will attach their signature to indicate proper notification. Absent the appropriate notification, the teacher shall be made permanent prior to unit allocation.

21.1.5 Any temporary appointment, regular contract teacher assigned to a screened position at another work location (except as described in 20.1.1) will be placed in the pool of their previous assignment at the end of the school year.

21.2 Subcontracting

21.2.1 The District may use contracted employees to ensure regular operations but shall not use employees contracted through third- party agencies to displace, reduce, or eliminate bargaining unit employees or positions.

22 Personnel Files and Teacher Evaluation

22.1 Personnel Files

22.1.1 All teacher files shall be maintained under the following conditions:

A. All material placed in a teacher's file and originating within the school district shall be available to the teacher or the teacher's CTA representative at their request for inspection. Material originating within the school district which is derogatory to a teacher's conduct, service, character or personality shall not be placed in a teacher's file unless the teacher has had an opportunity to read it. The teacher shall acknowledge that has they have read such material by affixing their 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 Division of Human Resources may file the material. The teacher shall have a right to answer any material filed and their answer shall be reviewed by the Chief Officer of Human Resources and attached to the file copy. Before disciplinary action is brought against a teacher, any material to be used in the action must be reviewed with the teacher.

Site administrators shall not incorporate letters, complaints, or personal notes into the evaluation process, which have not been reviewed with the teacher.

B. Teachers and other persons shall have the right to duplicate any information in personnel files.

C. Any written compliment created by an adult relating to a teacher's job performance shall be promptly called to the teacher's attention and, if requested, shall be included in the teacher's personnel file. In addition, should the teacher directly receive written compliments from an adult regarding their performance, they may have them placed in their personnel file.

22.2 Evaluation of Instructional Personnel

22.2.1 The negotiated evaluation instruments and procedures contained in a separate document entitled "Educator Evaluation Handbook" is hereby specifically incorporated by reference as a part of the contract.

22.2.2 It is the sole responsibility of administrators to conduct evaluations of instructional personnel. No member of the instructional bargaining unit will be required to provide to any administrator any information which can reasonably be ascertained by said administrator through the observation and evaluation process. No administrator shall rely on information conveyed by any member of the instructional bargaining unit in conducting an evaluation for another member of the instructional bargaining unit.

22.3 Procedures for Teachers Not Renominated

22.3.1 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 Division of Human Resources 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 Chief Officer of Human Resources, the General Manager of Employee Relations, and the appropriate Executive Director of Instruction. The administrative review will also be attended by the parties involved including the appropriate director(s) and the Association staff member.

22.3.2 A request for review shall be made by the teacher or through the Association to the Chief Officer for Human Resources no later than fifteen workdays after notice of non-renomination is received, or fifteen days after the non-renomination deadline, whichever is later. Upon receipt of the request, a date for review shall then be set by the committee. No review of a teacher non-renomination shall be set earlier than fifteen nor later than thirty workdays after a request is received by the Chief Officer for Human Resources. The district shall prepare a review packet to be provided to the teacher and their representative no less than two weeks prior to the scheduled date of the administrative review. To the extent practicable, employee packets shall be provided to Human Resources in advance of the scheduled date. In the event the number of non-renominations exceeds the number of reviews that can be accommodated within the current language timeframe, the Hillsborough Classroom Teachers Association shall be notified.

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

A. Confirm the non-renomination:

1. Advise the teacher they are ineligible for reemployment in Hillsborough County Public Schools until the conditions change for which the teacher was not renominated.

2. The administrative review committee upholding a non-renomination may impose restrictions or sanctions on future employment in Hillsborough County Schools directly related to the conditions for non-renomination. A non-renominated teacher may be required to present evidence up to (3) three years of successful teaching before employment will be reconsidered.

B. Overturn the non-renomination and:

1. Leave the teacher in the same school.

2. Transfer the teacher to another school.

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

22.3.5 A teacher may grieve a non-renomination review on procedural grounds but not the final decision of the Administrative Committee as outlined in 22.3.3.

22.3.6 The administrative review process shall be conducted in a fair and consistent manner and be based solely on the information presented during the review. The procedure and norms established by the parties shall be followed during the review process and shared in advance.

22.4 <u>Differentiated Pay</u>

22.4.1 A teacher receiving an overall unsatisfactory evaluation or a teacher receiving two consecutive overall needs improvement evaluations shall not receive any salary increase for the succeeding school year. Such teachers shall not be eligible for salary increases until such time as they receive an overall satisfactory evaluation.

22.4.2 A teacher receiving an overall unsatisfactory evaluation or a teacher receiving two consecutive overall needs improvement evaluations shall be eligible for a salary increase in the year following attainment of an overall satisfactory evaluation subject to negotiations between the School District of Hillsborough County and the Hillsborough Classroom Teachers Association.

22.4.3 A teacher receiving an overall satisfactory evaluation shall be eligible for a salary increase in the year following their overall satisfactory evaluation subject to negotiations between the School District of Hillsborough County and the Hillsborough Classroom Teachers Association.

22.4.4 If funded a teacher or other instructional employee demonstrating outstanding teaching performance as determined by qualification for the state and district sponsored Excellent Teaching Program and certification by the National Board of Professional Teaching Standards (NBPTS) shall be eligible for the financial award specified in state law for each year of valid certification.

22.4.5 National Board-Certified Teachers (NBCTs) shall also be eligible to receive a mentoring bonus, the amount and rules for which are specified in state law.

22.4.6 A teacher receiving the NBPTS certification will be disqualified from this award if, at any time, they receive an overall unsatisfactory evaluation.

22.4.7 The School District of Hillsborough County and the Hillsborough Classroom Teachers Association agree to continue to explore additional methods and provisions for recognizing outstanding teaching performance and to recommend specific monetary awards for this purpose.

23 Tenure/Annual/Probationary

23.1 Tenure Procedure (for employees who received Tenure status prior July 1, 2011)

23.1.1 Tenure had been provided for Hillsborough County teachers by legislative act. The Florida Legislature repealed this act effective July 1, 2011. The parties agree that all teachers who attained tenure prior to July 1, 2011, shall retain the rights and privileges accorded by this contract. In the event the Hillsborough Tenure Act is reenacted and/or its repeal is ruled invalid, it shall automatically be incorporated by reference to this contract.

23.1.2 The parties agree that as tenure can no longer be granted after July 1, 2011, reference to "tenure" in this article and this agreement may be applied to any teachers who were granted tenure prior to July 1, 2011.

23.1.3 To remain tenured teacher, the teacher shall have a valid Florida professional teacher certificate.

23.1.4 A tenure status teacher may be employed into a temporary appointment.

23.1.5 Annual or probationary teachers who are employed in a temporary position of a year or more duration shall be credited with that time for purposes of experience credit.

23.2 Employee Status Definitions

A. Tenured Teachers: Those teachers who had achieved permanent tenured status pursuant to the Hillsborough County Tenure Act prior to July1, 2011. The parties recognize that although the legislature repealed the local tenure act as of July 1, 2011, employees who had achieved tenure status prior to July 1, 2011, shall retain all rights and privileges specified in this contract. For purposes of this contract, all such teachers will be considered non-probationary, to the extent language differentiates based on probationary status.

B. Annual Contract Teachers: Those teachers who had not gained tenure prior to July 1, 2011, but who have successfully completed one year of service and have an expectation of continued employment.

An employee awarded an annual contract may be eligible for renewal of their contract for the subsequent school year if all of the following conditions are met.

1. The employee is effective or highly effective. By law, the district cannot employ instructional personnel who receive two consecutive unsatisfactory ratings or three consecutive ratings of less than effective. While the parties believe in teacher growth and professional development, effective and highly effective teachers have the greatest chance of continued employment.

2. Maintain an active professional certificate or temporary certificate for the area(s) they teach.

3. The employee does not have a recommendation for non-renomination from the Office of Professional Standards.

4. The District does not experience reduced enrollment or budgetary constraints, including, but not limited to, reduction or proration of state or federal funds.

5. The employee did not have unapproved absences.

The Superintendent retains the discretion to non-renew an annual contract as defined in Fl Statute 1012.335. The district further commits that no instructional personnel will be dismissed for discriminatory reasons as outlined in Section 3.26.1

C. Probationary Contract Teachers: Those teachers who have been awarded an initial employment contract for a period of one year with the school district. An employee may not receive successive probationary contracts unless there is a break in service.

24 Suspension/Dismissal

24.1 Suspension

24.1.1 When an instructional personnel is involved in an incident related to their employment which the Superintendent determines warrants their review, the Superintendent shall hold a hearing with the parties involved in order to ensure due process.

Within ten days after the review, the Superintendent will send their findings to the instructional personnel. Under this provision and in accordance with Just Cause (24.4), the instructional personnel may be suspended without pay up to ten days.

Any Hillsborough County instructional personnel who is recommended to be suspended from duty may be reassigned to office duties in lieu of suspension by the Office of Professional Standards.

24.1.2 If the instructional personnel does not agree with the Superintendent's findings, they may appeal within ten days utilizing the grievance procedure beginning at Levell III.

24.1.3 Upon appeal, the Board will adhere to the grievance procedure.

24.2 Suspension Prior to Dismissal Proceedings

24.2.1 Any Hillsborough County instructional personnel 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 they are relieving them of their assigned duties and is recommending them for suspension as of this date.

B. The Superintendent will notify the individual that they will recommend to the Board at its next meeting that proceedings be initiated.

C. The Superintendent will file charges against the instructional personnel with the Board and request that a date be set to hear the charges.

D. The charges will be served on the instructional personnel with a notice of time and place of the hearing (24.1.1). The teacher must be served notice of the charges not less than ten days prior to such hearing.

24.3 <u>Dismissal from Employment</u>

24.3.1 A. A Hillsborough County instructional personnel may be discharged from employment for the following:1) immorality, 2) insubordination, 3) physical or mental incapacity to perform the duties of 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 guilty to a felony or any crime involving moral turpitude or, 8) unacceptable performance. Reasons for discharge shall be provided to the school board.

B. For teachers who had acquired tenure prior to July 1, 2011, the following applies. Before any teachers 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 24.3.1.A, shall be filed by the superintendent with the school board 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 school board not less than ten (10) days prior to such hearing. At the time and place specified in such notice, the school board 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 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 school board 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 proffered shall be ordered dismissed by the school board. The school board shall deliver a copy of its findings upon said charges to the teacher within five (5) days. A written transcript of all the evidence submitted at the hearing shall be made, filed and preserved at the school board office. The school board shall provide 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.

24.3.2 The record of assistance provided for a instructional personnel shall be entered into evidence at any teacher dismissal hearing.

24.3.3 All conferences with instructional personnel related to unsatisfactory performance after they have been notified that dismissal proceedings are contemplated shall be summarized in writing by the administrator with a copy furnished to the instructional personnel. The instructional personnel

shall have the right to have a representative from the Association staff present at a conference related to teacher dismissal.

24.3.4 The Instructional personnel may submit written comments to be filed with a summary to any disagreement on the content.

24.3.5 Instructional personnel under contract with the Board shall not be required to submit to a psychiatric examination unless the Superintendent contemplates bringing charges against a 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.

24.3.6 An Association member shall have the right to be represented by the Association's building representative or a member of the Association staff at any meeting or conference related to their conduct or performance. If it is determined corrective action is needed, the instructional personnel shall be given assistance and a reasonable period of time for correction. When appropriate, progressive discipline shall be applied.

24.4 Due Process and Progressive Discipline

A. No employee shall be disciplined without just cause.

B. The parties recognize the value of due process and progressive discipline.

C. The following progressive steps will be followed in administering discipline; it being understood, however, that some more severe acts of misconduct may warrant circumventing the established procedure.

1. Verbal Reprimand

    a. No written conference summary is placed in personnel file, but the administrator may make note of the discussion in worksite file.

    b. Employees must be told that a verbal reprimand initiates the discipline process.

2. Written Reprimand

3. Final written warning or Suspension

4. Termination

D. When the employee is to receive a written reprimand, a copy of the reprimand shall be provided to the employee once it is finalized. The employee shall have the opportunity to make a written response to the reprimand. A copy of the response shall be made to the principal or appropriate administrator.

25 Drug and Alcohol-Free Workplace and Substance Abuse

25.1 Policy

25.1.1 Employees shall not manufacture, possess, distribute, solicit, or dispense any illegal controlled substances, marijuana or alcohol at any time while on District property or while involved in any

District related activity or event. Employees shall not partake in the use of marijuana, alcohol, or controlled substances while on District property or while involved in any District related activity or event. Employees shall not partake in the use of marijuana, alcohol, or controlled substances during or outside their work hours in such a manner as to impair their performance or be observed or detected during work hours.

25.2 Testing

25.2.1 Drug testing shall be consistent with the right of employees to privacy, freedom from self-incrimination, and unreasonable search and seizure as well as other rights established by the applicable federal and state statutes.

25.2.2 The term "reasonable suspicion" shall be used as defined by state and federal statutes. All administrators shall have training annually in this definition before having the authority to make a recommendation for testing. All required testing by the district shall be approved and arranged by the Executive Officer of Professional Standards.

25.2.3 The School Board will follow the Federal Department of Health and Human Services technical and scientific guidelines covering employee consent, specimen processing, and reporting of results.

25.2.4 Testing for the five standard drug categories will be conducted by the approved and contracted vendor for these health services and will require a screening test and a confirming test on each positive specimen.

25.2.5 Employees shall be provided with a copy of the testing results after the close of the investigation.

25.2.6 All Information, interviews, reports, statements, memoranda, and records of all referrals, screening, and confirming test shall be held in strict confidence by the independent testing laboratory and by all personnel in the school district authorized to have knowledge thereof.

25.2.7 All related investigative and medical records will be handled with the confidentiality afforded under Florida law.

25.2.8 Audio/Video recordings in a district investigator's vehicle shall be used solely for the purpose of documenting the investigatory process for the safety of the employee and the district investigator in relation to reasonable suspicion drug/alcohol testing under this section and not for routine surveillance, employee evaluation, employee interviews, or disciplinary fishing expeditions.

A. When a recording is removed or downloaded from an investigator's vehicle to be reviewed for the purpose of, or as part of, an investigation of an employee's conduct, the employee will be given the opportunity to review the recording. At all such meetings, if requested by the employee, their Union representative may be present.

25.2.9 Standards and methodology for testing for the use of alcohol have been developed and published in the "Federal Register" The testing standards of federal, state, or local law shall apply to the extent that such standards are binding on the employer.

25.3 Rehabilitation /Disciplinary Action

25.3.1 Discipline or discharge for substance abuse shall be for just cause and shall be subject to Sections 8.1, 24 and 26. In addition to these requirements, just cause for discipline must be consistent with the conditions of 25.2.1.

25.3.2 Self-disclosure of substance abuse shall be treated as an illness of a non-occupational nature. In such a situation the employee shall provide written proof of rehabilitative treatment, successfully pass a substance test before returning to work, and subject himself/herself to random follow-up testing. The employee will bear the cost of random testing up to a maximum of three times per year. If additional tests are necessary, the cost will be borne by the employer. This period of testing will not exceed twenty-four months but may be for less time. Self-disclosure is defined as disclosure prior to any official notification to report for testing or prior to any investigation.

26 Grievance Procedures

26.1 Purpose of Grievance Procedure

26.1.1 The purpose of this procedure is to secure, at the administrative level closest to the grievant, 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.

26.1.2 To provide a standard procedure for employees, the Board hereby adopts one procedure which shall be used by instructional personnel. The following definitions, purpose, and procedure shall be observed.

26.2 Definitions (Grievance Procedure)

26.2.1 A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or alleged misinterpretation or misapplication of any of the provisions of the agreement and/or Board policies which have not been resolved as a result of the pre-grievance conference with the principal at the school center, or immediate supervisor elsewhere. Only grievances based upon a dispute involving the misinterpretation or misapplication of the agreement shall be arbitrable. All other grievances shall have Level III as the final step.

26.2.2 A grievant is the person or persons or the Association itself alleging a violation of this Agreement.

26.2.3 A "representative is an individual designated by the Association (or by the grievant if the Association is not providing representation) to represent and act for and on behalf of the grievant throughout the grievance procedure.

26.2.4 The "Association" refers to HCTA, the employee organization that is recognized as the exclusive bargaining agent.

26.2.5 The term "instructional personnel" shall be deemed to apply to and include teachers and any other employees of the Board who are included in the instructional bargaining unit.

26.3 Rights of Instructional Personnel to Be Represented

26.3.1 HCTA members shall have the right to be represented at Level I by the Association's building representative or a representative assigned by HCTA.

26.3.2 HCTA members shall have the right to be represented at Level II and above by a representative assigned by HCTA.

26.3.3 An employee has the right to represent themself at Levels I, II, and III of the grievance procedure.

26.4 Miscellaneous

26.4.1 If, in the judgment of the Association, 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.

26.4.2 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.

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

26.4.4 The form to be used in filing a grievance ("Grievance Form") is provided in Appendix B of this Agreement.

26.4.5 The Board and Association agree to make available to the grievant and their 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.

26.4.6 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 they shall be released without loss of pay and with a substitute provided for such time as attendance is required at such meetings or hearings.

26.4.7 No grievance shall be recognized unless it shall have been presented at the appropriate level within thirty (30) workdays after the grievant knew of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived.

26.4.8 No reprisals of any kind will be taken by the Board or by any other Board employee against any grievant, any building representative, or any other participant in the grievance procedure by reason of such participation.

26.4.9 The Chief Officer for Human Resources 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 shall be provided to the Association upon request.

26.5 Procedures

26.5.1 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.

26.5.2 A grievance may be withdrawn at any time during any step of the process. A grievance may be amended prior to Level II upon written agreement of HCTA and HCPS.

26.6 Pre-Grievance Conference

26.6.1 Before a dispute enters the grievance process, the instructional personnel and/or Association must request a pre-grievance conference with the principal or other immediate supervisor to discuss and attempt to resolve the problem. This conference shall precede all other steps in the grievance procedure and the administrative review referred to in Section 8.2.

26.7 Level I

26.7.1 If the pre-grievance conference with the principal or immediate supervisor as described in Section 26.6 is not resolved to the grievant' s satisfaction, the grievant or representative will file on a Level I Grievance Form with the principal or immediate supervisor, with the objective of resolving the grievance. A Level I meeting may be scheduled within ten (10) workdays after the receipt of the Level I Form request of either party to the grievance. After the conclusion of the Level I meeting if held, or within ten (10) workdays after the receipt of the Level I form, a written disposition of the grievance will be given to the grievant and Association within ten (10) workdays by the principal or immediate supervisor. Before a principal or immediate supervisor issues a written disposition of an adverse decision concerning a grievance, they must confer with their Regional Superintendent.

26.8 Levell II

26.8.1 If the grievant is not satisfied with the disposition of their grievance at Level I, or if no decision has been rendered within ten (10) workdays after the filing of the Level I form or after the conclusion of Level I meeting with the appropriate principal or immediate supervisor, they may file the Level II grievance with the Superintendent or their designee, with a copy to the General Manager for Employee Relations, either directly or through the Association's representative after a decision by the aforesaid principal or immediate supervisor, no later than ten (10) workdays after receipt of the Level I disposition. The Superintendent or their designee shall have ten (10) workdays after receipt of the grievance appeal to schedule a Level II hearing. The Level II hearing shall be scheduled no later than fifteen (15) workdays after the filing of the Level II grievance form, unless mutually agreed upon by both parties.

26.8.2 For the Level II hearing the parties to the grievance may summon witnesses by notifying the General Manager for Employee Relations in writing. The General Manager for Employee Relations will notify the parties involved and witnesses of the date, time, and place of the hearings.

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

A. The Superintendent and/or designee.

B. The General Manager for Employee Relations, Hearing Officer.

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

D. The grievant' s representative(s)

E. School system administrators involved in the grievance.

F. The Regional Superintendent, representing the administrator(s).

G. Secretaries to record the proceedings.

H. Other parties as deemed necessary by either the Association or the administration.

26.8.4 The complete proceedings at Level II shall be audio recorded by the Board and provided as a audio and transcript to both parties within five (5) workdays after the conclusion of the Level II hearing.

26.8.5 Witnesses will remain in another room and will be called individually to testify. The Superintendent and/or their designee shall brief each witness as they enter the hearing room about the grievance. After the briefing, witnesses shall give a brief background and relate their experience with reference to the grievance. The Association shall have the right to follow up with its own questions to any witness.

26.8.6 The Superintendent or designee shall render a written decision within ten (10) workdays of the Level II hearing. Said decision shall be addressed to the grievant with copies to their representative and the Association.

26.8.7 All hearings held at Level II shall be in closed sessions.

26.9 <u>Level III</u>

26.9.1 If the grievant is not satisfied with the disposition of their grievance at Level II, or if no decision has been rendered within fifteen (15) workdays after the Level II hearing, they may file the grievance on a Level III form with the School Board through the Superintendent, with a copy to the General Manager of Employee Relations, either directly or through the Association's representative within five (5) workdays after a decision by the Superintendent, or within five (5) workdays after the fifteen (15) workdays in which the Superintendent should have responded, whichever is sooner.

26.9.2 Upon receipt of the appeal to Level III, the Superintendent and/or their designee shall notify the Board no later than ten (10) workdays after receipt of the appeal. The Board's secretary shall schedule a Level III hearing at the next available date and inform the grievant and Association of that date and time no later than fifteen (15) workdays after receipt of the Level III appeal.

26.9.3 The Superintendent and/or their designee shall submit a written report to the School Board and a copy to the Association. The report should set forth findings of facts, reasoning and conclusions on the issues presented at Level II.

26.9.4 The Association shall submit a written report to the Board through the Superintendent and/or their designee. The report should set forth findings of facts, reasoning and conclusions on the issues presented at Level II.

26.9.5 Prior to the Level III hearing, in accordance with 26.8.4, the General Manager of Employee Relations shall provide the Board and the Association with a transcript of the Level II hearing with all supporting documents. In addition, both parties shall be provided all the documentation to be considered at the Level III hearing.

26.9.6 The Level III hearing before the Board shall be an appeal of the Superintendent's decision at Level II. No witnesses shall be called, and new evidence shall not be introduced.

26.9.7 The Level III hearing shall adhere to the following format:

A. The Association staff person (or grievant) shall have 15 minutes to present the grievant' s appeal.

B. The Superintendent (or designee) shall have 15 minutes to justify the Level II decision.

C. The Association staff person (or grievant) and the Superintendent (or designee) shall each have five minutes for rebuttal.

D. The Board shall have the authority to question the representatives making the presentation.

E. The Superintendent (or designee) and the Association (grievant or designee) shall each have two minutes for closing remarks.

F. The Board shall render its decision immediately at the conclusion of the hearing.

G. The Board's decision shall also be provided in writing to the grievant and Association no less than twenty (20) workdays after the conclusion of the Level III hearing.

26.10 Level IV

26.10.1 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 26.9.7.G, the Association may move the grievance to arbitration by filing a Level IV form with the Superintendent no less than twenty (20) workdays after the receipt of the Board's written decision.

26.10.2 Within ten (10) workdays of receipt of the Level IV grievance, the Superintendent and/or their designee will meet with the Association for the purpose of selecting a mutually acceptable arbitrator.

26.10.3 If the parties cannot agree on an arbitrator within ten (10) workdays, the American Arbitration Association or the Federal Mediation Conciliation Service will be petitioned by the Association to appoint an arbitrator. The arbitration shall proceed according to the rules of the agency appointing the arbitrator. The arbitration hearing shall be held at a location mutually agreed upon by the parties or as ordered by the arbitrator if the parties cannot come to an agreement.

26.10.4 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 facts, 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.

26.11 Arbitrator Hearings

26.11.1 The arbitrator shall give at least ten (10) 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 them for determination.

The hearing shall be concluded within ten (10) days of its commencement. Within ten (10) 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.

26.11.2 The arbitrator shall have no power to alter, add to, subtract from, disregard, or modify any of the terms of this Agreement.

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

26.11.4 All fees and expenses mutually incurred pursuant to arbitration shall be equally shared by the Association and the Board. Each party shall itself bear the costs of preparing and presenting its case, such as expenses associated with witnesses, including expert witnesses, and attorneys' fees and expenses. Under no circumstances will either party be ordered to pay the attorney's fees of the opposing party.

26.11.5 When arbitration proceedings are held during employee work hours, grievant(s) witness(es) and Association representative(s) whose presence is required shall be excused with pay from their normal duties.

27 Savings Clause

27.1 Savings Clause

27.1.1 If any provisions of this agreement is or shall at any time be found by a court of competent jurisdiction to 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. In such cases, either party may compel negotiations over a replacement provision. All other provisions of this agreement shall continue in effect.

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

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

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

27.1.5 This contract may be amended at any time during its term by ratification of the School Board of Hillsborough County and the Executive Board of the Hillsborough Classroom Teachers Association acting on behalf of the bargaining units' membership.

28 Expiration Date

28.1 Non-Money Items

28.1.1 The portion of this agreement traditionally called non-money items shall become effective when approved by the Board and the Association and shall continue in effect to and including June 30, 2029, 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 2029, or the first working day in May in any year the contract is extended, a written document setting forth the changes desired.

28.2 Money Items

28.2.1 The portion of this agreement traditionally called money items shall become effective when approved by the Board and the Association and shall continue in effect to and including June 30, 2029, and from year to year or day to day thereafter until a new money 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 June 2029, or by the first working day in June in any year the money contract is extended, 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 day of October 20, 2026.

Kelly King, Chief Negotiator
School Board of Hillsborough County

Brittni Wegmann, Chief Negotiator and Executive Director
Hillsborough Classroom Teachers Association

Karen Perez, Chair
School Board of Hillsborough County

Robert Kriete, President
Hillsborough Classroom Teachers Association

Van Ayres, Superintendent
School Board of Hillsborough County

APPENDIX A: Unit Represented List

On May 14, 2024, the Florida Public Employee Relation Commission (PERC) granted the petition in Case Number UC-2023-020, and clarified Certification 42 as follows:

Advisors, Financial Aid
Advisors, Program
Audiologists
AVID Academic Teachers
Case Workers
Classroom Teachers
Clinicians, Dist. Mental Health
Curriculum Coordinators
Department Heads
Diagnosticians SLH
Resource Teachers, District
Resource Teachers, Site Migrant
Resource Teachers, Site, Beh Spec
Resource Teachers, Site, Math
Resource Teachers, Site, Reading
Resource Teachers, Site, Science
Resource Teachers, Site, Tech
Resource Teachers, Site, Writing
Resource Teachers, Technology
School Psychologists
Specialist, Academic Intervention
Specialists, Communication
Specialists, Curriculum
ESOL Resource Teachers
Guidance Counselors
Hosp/Homebound
Lead Teachers
Mentors, Alt Cert Program
Mentors, Instructional
Migrant Advocates
Pupil Personnel (Exceptional Child, Social Workers
Resource Teachers, Climate/Culture
Specialist, Media
Specialists, Mental Health
Specialist, Parent Involvement
Specialists, Planning
Specialists, Transition
Speech Language Pathologists
Teacher Leaders
Teacher Talent Developers
Teachers On Special Assignment
Therapists, Staff Occupation
Therapists, Staff Physical
Vocational Teachers

APPENDIX B: Grievance Form

GRIEVANCE FORM

Name of Grievant:_____

Address:_____ City:_____ State:_____ Zip:_____

Work Location:_____ Telephone:_____

Position Held:_____

Pre-Grievance conference held with: _____ Pre-Grievance Date:_____

Grievance Level (Circle): **1** **2** **3** **4** Date Filed:_____

Identify the name of person(s) against Whom your Grievance is Filed:

Name:_____ Title/Position: _____

Date the alleged violation took place: _____ Site: _____

DESCRIBE GRIEVANCE – *(Please Include School Board Policy and/or contract section(s)in violation – may attach additional pages if more space is needed)***:**

REQUESTED REMEDY:

Date Submitted: _____ Grievant Signature: _____

c: Employee Relations, Association, Grievant

DECISION RENDERED ON GRIEVANCE:

Date Decision Was Filed With Grievant:_____ With Human Resources:_____

Name of Person Rendering Decision:_____

Level I Decision:_____

_____

_____

_____

_____

_____

_____

Signature of Person rendering Level I Decision: _____

APPEAL

I Hereby Appeal The Decision Rendered To:

Level *(Circle)*	**Date Of Appeal**	**Signature For Each Level**
2	_____	_____
3	_____	_____
4	_____	_____

Appeal decision shall be attached to this grievance form indicating date of decision, signature and title of person rendering decision and grievance level. A copy of the written report concerning the decisions reached at each level will be filed with the Assistant Superintendent for Human Resources.

c: Employee Relations, Association, Grievant

APPENDIX C: Salary Schedules & Supplements

2026-2027 INSTRUCTIONAL SALARY SCHDULE A (SCHDA)

For employees hired prior to July 1, 2013.

	Bachelor's Degree		Master's Degree		Specialist Degree		Doctorate Degree	
Level	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
2	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
3	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
4	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
5	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
6	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
7	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
8	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
9	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
10	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
11	29.9874	47,500.04	31.8174	50,398.76	32.7374	51,856.04	33.6474	53,297.48
12	30.0336	47,573.22	31.8636	50,471.94	32.7836	51,929.22	33.6936	53,370.66
13	30.6268	48,512.85	32.4568	51,411.57	33.3768	52,868.85	34.2868	54,310.29
14	31.2407	49,485.27	33.0707	52,383.99	33.9907	53,841.27	34.9007	55,282.71
15	31.8651	50,474.32	33.6951	53,373.04	34.6151	54,830.32	35.5251	56,271.76
16	32.5101	51,496.00	34.3401	54,394.72	35.2601	55,852.00	36.1701	57,293.44
17	33.1449	52,501.52	34.9749	55,400.24	35.8949	56,857.52	36.8049	58,298.96
18	33.8109	53,556.47	35.6409	56,455.19	36.5609	57,912.47	37.4709	59,353.91
19	34.4768	54,611.25	36.3068	57,509.97	37.2268	58,967.25	38.1368	60,408.69
20	35.1635	55,698.98	36.9935	58,597.70	37.9135	60,054.98	38.8235	61,496.42
21	35.8711	56,819.82	37.7011	59,718.54	38.6211	61,175.82	39.5311	62,617.26
22	36.5891	57,957.13	38.4191	60,855.85	39.3391	62,313.13	40.2491	63,754.57
23	37.3175	59,110.92	39.1475	62,009.64	40.0675	63,466.92	40.9775	64,908.36
24	38.0563	60,281.18	39.8863	63,179.90	40.8063	64,637.18	41.7163	66,078.62
25	38.8158	61,484.23	40.6458	64,382.95	41.5658	65,840.23	42.4758	67,281.67
26	39.5962	62,720.38	41.4262	65,619.10	42.3462	67,076.38	43.2562	68,517.82
27	40.387	63,973.01	42.217	66,871.73	43.137	68,329.01	44.047	69,770.45
28	41.1921	65,248.29	43.0221	68,147.01	43.9421	69,604.29	44.8521	71,045.73

2026-2027 INSTRUCTIONAL SALARY SCHDULE B (SCHDB)

For employees hired prior to July 1, 2013.

	Bachelor's Degree		Master's Degree		Specialist Degree		Doctorate Degree	
Level	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
1	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
2	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
3	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
4	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
5	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
6	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
7	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
8	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
9	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
10	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
11	27.1058	54,862.14	28.9358	58,566.06	29.8558	60,428.14	30.7658	62,269.98
12	27.1626	54,977.10	28.9926	58,681.02	29.9126	60,543.10	30.8226	62,384.94
13	27.7032	56,071.28	29.5332	59,775.20	30.4532	61,637.28	31.3632	63,479.12
14	28.2438	57,165.45	30.0738	60,869.37	30.9938	62,731.45	31.9038	64,573.29
15	28.8150	58,321.56	30.6450	62,025.48	31.5650	63,887.56	32.4750	65,729.40
16	29.3862	59,477.67	31.2162	63,181.59	32.1362	65,043.67	33.0462	66,885.51
17	29.9982	60,716.36	31.8282	64,420.28	32.7482	66,282.36	33.6582	68,124.20
18	30.5898	61,913.76	32.4198	65,617.68	33.3398	67,479.76	34.2498	69,321.60
19	31.2018	63,152.44	33.0318	66,856.36	33.9518	68,718.44	34.8618	70,560.28
20	31.8036	64,370.49	33.6336	68,074.41	34.5536	69,936.49	35.4636	71,778.33
21	32.4462	65,671.11	34.2762	69,375.03	35.1962	71,237.11	36.1062	73,078.95
22	33.0888	66,971.73	34.9188	70,675.65	35.8388	72,537.73	36.7488	74,379.57
23	33.7518	68,313.64	35.5818	72,017.56	36.5018	73,879.64	37.4118	75,721.48
24	34.4250	69,676.20	36.2550	73,380.12	37.1750	75,242.20	38.0850	77,084.04
25	35.1186	71,080.05	36.9486	74,783.97	37.8686	76,646.05	38.7786	78,487.89
26	35.8122	72,483.89	37.6422	76,187.81	38.5622	78,049.89	39.4722	79,891.73
27	36.5364	73,949.67	38.3664	77,653.59	39.2864	79,515.67	40.1964	81,357.51
28	37.2606	75,415.45	39.0906	79,119.37	40.0106	80,981.45	40.9206	82,823.29

2026-2027 INSTRUCTIONAL SALARY SCHEDULE E (SCHDE)

For employees hired prior to July 1, 2015

Years Exp*	Hourly Rate	Annual Rate
E00	$30.5240	$48,350
E01	$30.6818	$48,600
E02	$30.8396	$48,850
E03	$30.9975	$49,100
E04	$31.1553	$49,350
E05	$31.3131	$49,600
E06	$31.4710	$49,850
E07	$31.6446	$50,125
E08	$31.8182	$50,400
E09	$32.6610	$51,735
E10	$33.5038	$53,070
E11	$34.3466	$54,405
E12	$35.1894	$55,740
E13	$36.0322	$57,075
E14	$36.8750	$58,410
E15	$37.7178	$59,745
E16	$38.5606	$61,080
E17	$39.4034	$62,415
E18	$40.2462	$63,750
E19	$41.0890	$65,085
E20	$41.9318	$66,420
E21	$42.7746	$67,755
E22	$43.6174	$69,090
E23	$44.4697	$70,440
E24	$45.3535	$71,840
E25	$46.3005	$73,340

**Completed years of creditable teaching experience*

2026-2027 INSTRUCTIONAL SALARY SCHEDULE G (SCHDG)

For employees hired prior to July 1, 2015.

Years Exp*	Hourly Rate	Annual Rate
E00	$27.7790	$56,225
E01	$27.9273	$56,525
E02	$28.0755	$56,825
E03	$28.2237	$57,125
E04	$28.3719	$57,425
E05	$28.5202	$57,725
E06	$28.6684	$58,025
E07	$28.8289	$58,350
E08	$28.9895	$58,675
E09	$29.7232	$60,160
E10	$30.4569	$61,645
E11	$31.1906	$63,130
E12	$31.9243	$64,615
E13	$32.6580	$66,100
E14	$33.3917	$67,585
E15	$34.1254	$69,070
E16	$34.8591	$70,555
E17	$35.5928	$72,040
E18	$36.3265	$73,525
E19	$37.0602	$75,010
E20	$37.7939	$76,495
E21	$38.5276	$77,980
E22	$39.2613	$79,465
E23	$40.0024	$80,965
E24	$40.7682	$82,515
E25	$41.5834	$84,165

**Completed years of creditable teaching experience*

2026-2027 INSTRUCTIONAL SALARY SCHEDULE P (SCHDP)

For employees hired after July 1, 2015

Years Exp*	Hourly Rate	Annual Rate
E00	$30.5246	$48,351
E01	$30.6824	$48,601
E02	$30.8403	$48,851
E03	$30.9981	$49,101
E04	$31.1559	$49,351
E05	$31.3138	$49,601
E06	$31.4716	$49,851
E07	$31.6452	$50,126
E08	$31.8188	$50,401
E09	$32.6616	$51,736
E10	$33.5044	$53,071
E11	$34.3472	$54,406
E12	$35.1900	$55,741
E13	$36.0328	$57,076
E14	$36.8756	$58,411
E15	$37.7184	$59,746
E16	$38.5612	$61,081
E17	$39.4040	$62,416
E18	$40.2468	$63,751
E19	$41.0896	$65,086
E20	$42.1218	$66,721
E21	$42.7753	$67,756
E22	$43.6181	$69,091
E23	$44.4703	$70,441
E24	$45.3542	$71,841
E25	$46.3011	$73,341

**Completed years of creditable teaching experience*

2026-2027 INSTRUCTIONAL SALARY SCHEDULE Q (SCHDQ)

For employees hired after July 1, 2015.

Years Exp*	Hourly Rate	Annual Rate
E00	$27.7795	$56,226
E01	$27.9278	$56,526
E02	$28.0760	$56,826
E03	$28.2242	$57,126
E04	$28.3724	$57,426
E05	$28.5207	$57,726
E06	$28.6689	$58,026
E07	$28.8294	$58,351
E08	$28.9900	$58,676
E09	$29.7237	$60,161
E10	$30.4574	$61,646
E11	$31.1911	$63,131
E12	$31.9248	$64,616
E13	$32.6585	$66,101
E14	$33.3922	$67,586
E15	$34.1259	$69,070
E16	$34.8596	$70,556
E17	$35.5933	$72,041
E18	$36.3270	$73,526
E19	$37.0607	$75,011
E20	$37.7944	$76,496
E21	$38.5281	$77,981
E22	$39.2618	$79,466
E23	$40.0029	$80,966
E24	$40.7687	$82,516
E25	$41.5839	$84,166

**Completed years of creditable teaching experience*

2026-2027 INSTRUCTIONAL SALARY SCHEDULE: STUDENT SERVICES (STUDENT10)

198 Days

	Master's Degree		Specialist Degree		Doctorate Degree	
Level	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
0	$32.3869	$51,300	$33.3757	$52,867	$34.3542	$54,417
1	$33.1644	$52,532	$34.1532	$54,099	$35.1317	$55,649
2	$33.6582	$53,315	$34.6470	$54,881	$35.6255	$56,431
3	$34.1519	$54,097	$35.1407	$55,663	$36.1192	$57,213
4	$34.6352	$54,862	$35.6240	$56,428	$36.6025	$57,978
5	$35.1500	$55,678	$36.1388	$57,244	$37.1173	$58,794
6	$35.6648	$56,493	$36.6536	$58,059	$37.6321	$59,609
7	$36.1901	$57,325	$37.1789	$58,891	$38.1574	$60,441
8	$36.7259	$58,174	$37.7147	$59,740	$38.6932	$61,290
9	$37.2617	$59,022	$38.2505	$60,589	$39.2290	$62,139
10	$37.8185	$59,904	$38.8073	$61,471	$39.7858	$63,021
11	$38.3754	$60,787	$39.3642	$62,353	$40.3427	$63,903
12	$38.9322	$61,669	$39.9210	$63,235	$40.8995	$64,785
13	$39.4995	$62,567	$40.4883	$64,133	$41.4668	$65,683
14	$40.0878	$63,499	$41.0766	$65,065	$42.0551	$66,615
15	$40.6867	$64,448	$41.6755	$66,014	$42.6540	$67,564
16	$41.2960	$65,413	$42.2848	$66,979	$43.2633	$68,529
17	$41.9054	$66,378	$42.8942	$67,944	$43.8727	$69,494
18	$42.5252	$67,360	$43.5140	$68,926	$44.4925	$70,476
19	$43.1551	$68,358	$44.1439	$69,924	$45.1224	$71,474
20	$44.4257	$70,370	$45.4145	$71,937	$46.3930	$73,486
21	$45.0746	$71,398	$46.0782	$72,988	$47.0714	$74,561
22	$45.7332	$72,441	$46.7518	$74,055	$47.7599	$75,652
23	$46.4016	$73,500	$47.4356	$75,138	$48.4588	$76,759
24	$47.0801	$74,575	$48.1296	$76,237	$49.1682	$77,882
25	$47.7688	$75,666	$48.8340	$77,353	$49.8882	$79,023

2026-2027 INSTRUCTIONAL SALARY SCHEDULE: STUDENT SERVICES (STUDENT10)

205 Days

	Master's Degree		Specialist Degree		Doctorate Degree	
Level	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
0	$32.3869	$53,114	$33.3757	$54,736	$34.3542	$56,341
1	$33.1644	$54,390	$34.1532	$56,011	$35.1317	$57,616
2	$33.6582	$55,199	$34.6470	$56,821	$35.6265	$58,427
3	$34.1519	$56,009	$35.1407	$57,631	$36.1192	$59,235
4	$34.6352	$56,802	$35.6240	$58,423	$36.6025	$60,028
5	$35.1500	$57,646	$36.1388	$59,268	$37.1173	$60,872
6	$35.6648	$58,490	$36.6536	$60,112	$37.6321	$61,717
7	$36.1901	$59,352	$37.1789	$60,973	$38.1574	$62,578
8	$36.7259	$60,230	$37.7147	$61,852	$38.6932	$63,457
9	$37.2617	$61,109	$38.2505	$62,731	$39.2290	$64,335
10	$37.8185	$62,022	$38.8073	$63,644	$39.7858	$65,249
11	$38.3754	$62,936	$39.3642	$64,557	$40.3427	$66,162
12	$38.9322	$63,849	$39.9210	$65,470	$40.8995	$67,075
13	$39.4995	$64,779	$40.4883	$66,401	$41.4668	$68,005
14	$40.0878	$65,744	$41.0766	$67,366	$42.0551	$68,970
15	$40.6867	$66,726	$41.6755	$68,348	$42.6540	$69,952
16	$41.2960	$67,725	$42.2848	$69,347	$43.2633	$70,952
17	$41.9054	$68,725	$42.8942	$70,346	$43.8727	$71,951
18	$42.5252	$69,741	$43.5140	$71,363	$44.4925	$72,968
19	$43.1551	$70,774	$44.1439	$72,396	$45.1224	$74,001
20	$44.4257	$72,858	$45.4145	$74,480	$46.3930	$76,084
21	$45.0746	$73,922	$46.0782	$75,568	$47.0714	$77,197
22	$45.7332	$75,002	$46.7518	$76,673	$47.7599	$78,326
23	$46.4016	$76,099	$47.4356	$77,794	$48.4588	$79,472
24	$47.0801	$77,211	$48.1296	$78,932	$49.1682	$80,636
25	$47.7688	$78,341	$48.8340	$80,088	$49.8882	$81,817

2026-2027 INSTRUCTIONAL SALARY SCHEDULE: STUDENT SERVICES (STUDENT12)

253 Days

	Master's Degree		Specialist Degree		Doctorate Degree	
Level	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
0	$29.2017	$59,104.34	$30.0916	$60,905.50	$30.9723	$62,688.04
1	$29.9014	$60,520.53	$30.7913	$62,321.69	$31.6720	$64,104.23
2	$30.3458	$61,420.00	$31.2357	$63,221.16	$32.1164	$65,003.69
3	$30.7902	$62,319.47	$31.6801	$64,120.62	$32.5608	$65,903.16
4	$31.2252	$63,199.91	$32.1151	$65,001.06	$32.9957	$66,783.40
5	$31.6885	$64,137.62	$32.5784	$65,938.78	$33.4590	$67,721.12
6	$32.1518	$65,075.34	$33.0417	$66,876.50	$33.9224	$68,659.04
7	$32.6246	$66,032.29	$33.5145	$67,833.45	$34.3951	$69,615.78
8	$33.1068	$67,008.26	$33.9967	$68,809.42	$34.8774	$70,591.96
9	$33.5890	$67,984.24	$34.4789	$69,785.39	$35.3596	$71,567.93
10	$34.0901	$68,998.46	$34.9801	$70,799.82	$35.8607	$72,582.16
11	$34.5913	$70,012.89	$35.4812	$71,814.05	$36.3619	$73,596.59
12	$35.0924	$71,027.12	$35.9823	$72,828.28	$36.8630	$74,610.81
13	$35.6030	$72,060.57	$36.4929	$73,861.73	$37.3736	$75,644.27
14	$36.1325	$73,132.28	$37.0224	$74,933.44	$37.9031	$76,715.98
15	$36.6715	$74,223.22	$37.5614	$76,024.37	$38.4420	$77,806.71
16	$37.2199	$75,333.18	$38.1098	$77,134.34	$38.9905	$78,916.87
17	$37.7683	$76,443.14	$38.6582	$78,244.30	$39.5389	$80,026.83
18	$38.3262	$77,572.33	$39.2161	$79,373.49	$40.0967	$81,155.82
19	$38.8930	$78,719.53	$39.7829	$80,520.69	$40.6636	$82,303.23
20	$39.9625	$80,884.14	$40.8524	$82,685.30	$41.7331	$84,467.84
21	$40.5465	$82,066.16	$41.4364	$83,867.32	$42.3171	$85,649.85
22	$41.1392	$83,265.78	$42.0291	$85,066.94	$42.9098	$86,849.48
23	$41.7409	$84,483.62	$42.6308	$86,284.78	$43.5115	$88,067.32
24	$42.3515	$85,719.48	$43.2414	$87,520.64	$44.1221	$89,303.17
25	$42.9713	$86,973.95	$43.8612	$88,775.11	$44.7419	$90,557.65

2026-2027 SCHOOL PSYCHOLOGIST ADVANCED DEGREE SALARY SCHEDULE
205 DAYS

	Master's Degree		Specialist Degree		Doctorate Degree	
Level	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate	Hourly Rate	Annual Rate
0	34.1463	$55,999.93	35.1707	$57,679.95	36.2259	$59,410.48
1	34.6585	$56,839.94	35.6983	$58,545.21	36.7692	$60,301.49
2	35.1784	$57,692.58	36.2338	$59,423.43	37.3208	$61,206.11
3	35.7061	$58,558.00	36.7773	$60,314.77	37.8806	$62,124.18
4	36.2417	$59,436.39	37.3289	$61,219.40	38.4488	$63,056.03
5	36.7853	$60,327.89	37.8889	$62,137.80	39.0255	$64,001.82
6	37.3371	$61,232.84	38.4572	$63,069.81	39.6109	$64,961.88
7	37.8971	$62,151.24	39.0341	$64,015.92	40.2051	$65,936.36
8	38.4656	$63,083.58	39.6196	$64,976.14	40.8082	$66,925.45
9	39.0426	$64,029.86	40.2139	$65,950.80	41.4203	$67,929.29
10	39.6282	$64,990.25	40.8171	$66,940.04	42.0416	$68,948.22
11	40.2226	$65,965.06	41.4293	$67,944.05	42.6722	$69,982.41
12	40.8260	$66,954.64	42.0508	$68,963.31	43.3123	$71,032.17
13	41.4384	$67,958.98	42.6815	$69,997.66	43.9620	$72,097.68
14	42.0600	$68,978.40	43.3218	$71,047.75	44.6214	$73,179.10
15	42.6909	$70,013.08	43.9716	$72,113.42	45.2907	$74,276.75
16	43.3312	$71,063.17	44.6312	$73,195.17	45.9701	$75,390.96
17	43.9812	$72,129.17	45.3006	$74,292.98	46.6596	$76,521.74
18	44.6409	$73,211.08	45.9801	$75,407.36	47.3595	$77,669.58
19	45.3105	$74,309.22	46.6698	$76,538.47	48.0699	$78,834.64
20	45.9902	$75,423.93	47.3699	$77,686.64	48.7910	$80,017.24
21	46.6800	$76,555.20	48.0804	$78,851.86	49.5228	$81,217.39
22	47.3802	$77,703.53	48.8016	$80,034.62	50.2657	$82,435.75
23	48.0909	$78,869.08	49.5337	$81,235.27	51.0197	$83,672.31
24	48.8123	$80,052.17	50.2767	$82,453.79	51.7850	$84,927.40
25	49.5445	$81,252.98	51.0308	$83,690.51	52.5617	$86,201.19

2026-2027 ANNUAL INSTRUCTIONAL SUPPLEMENTS

2026-2027 ADVANCED DEGREE SUPPLEMENTS

Position	Annual Supplement
Master's Degree	1,000.00
Specialist's Degree	2,000.00
Doctorate Degree	3,000.00

Effective July 1, 2024, instructional employees will be eligible for the Advanced Degree Supplement regardless of certification area. To be eligible for the Advanced Degree Supplement, official transcripts must be on file in the Division of Human Resources. This supplement pay will be retroactive to the beginning of the fiscal year the transcripts have been received or to the date the degree was awarded, whichever is later.

2026-2027 SPONSORSHIP SUPPLEMENTS

Assignment	Code	Annual Supplement
Colorguard/Dancerette	SP-83	1,443.02
Drama	SP-87	1,443.02
Forensic League	SP-88	1,321.47
Newspaper	SP-84	1,443.02
ROTC Rifle & Drill	SP-91	1,416.81
Safety Patrol, Elementary	SP-89	1,443.02
Senior Asst. Business Manager, High	SP-30	2,004.47
Senior Business Manager, High	SP-29	3,829.32
Senior Class	SP-86	1,443.02
Student Council, High	SP-82	1,443.02
Student Council, Middle	SP-90	832.97
Vocational District Advisor	SP-81	1,796.47
Yearbook	SP-85	2,016.02

2026-2027 INSTRUCTIONAL SPECIAL ASSIGNMENT SUPPLEMENTS

Assignment	Code	Annual Supplement
Asst. Department Head (25+ teachers)	SP-56	2,379.54
Band Director, High	SP-69	3,955.37
Band Director, Middle	SP-70	1,719.93
CCEIS Lead	SP-124	1,680.01
Choral Director, High	SP-71	2,771.23
Choral Director, Middle	SP-72	1,719.93
Counselor, Department Head, High	SP-55	2,379.54
Curriculum Coord. II/Team Lead Middle	SP-67	1,120.01
Department Head, High (5-9 teachers)	SP-51	2,379.54
Department Head, High (10-14 teachers)	SP-52	2,768.99
Department Head, High (15+ teachers)	SP-53	3,153.94
Elementary Team Leader	SP-92	848.71
ESE Contact/Team Leader	SP-107	1,120.01
ESE Specialist	SP-108	2,379.52
Orchestra Director, High	SP-62	2,771.23
Orchestra Director, Middle	SP-65	1,719.93
Subject Area Leader (0-900 students)	SP-77	2,406.55
Subject Area Leader (901+ students)	SP-78	2,768.99
Vocational Agriculture SP-69	SP-68	2,656.43
Reading Coach	SP-110	1,120.01
Reading Coach, Half-Time	SP-111	560.00
RTI Resource, T1	SP-125	1,120.01
Student Services Team Leader	SP-140	848.71
Teacher Leader	SP-112	2,800.02
Teacher Talent Developer	SP-119	1,120.01

2026-2027 SCHOOL ATHLETICS SUPPLEMENTS

Assignment	Code	Annual Supplement*
Baseball, Head	SP-04	2,512.16
Baseball, Assistant Coach	SP-114	1,506.40
Basketball, Head	SP-02	3,079.65
Basketball, Assistant	SP-23	1,685.61
Cheerleading, Head Coach	SP-14	2,386.73
Cheerleading, Assistant Coach	SP-16	1,120.01
Cross Country	SP-19	1,120.01
Flag Football, Head Coach	SP-105	1,860.33
Flag Football, Assistant Coach	SP-106	972.32
Football Trainer (with Athletic Trainer Certification)	SP-10	1,463.30
Football Trainer (without Certification)	SP-20	769.92
Football, Head	SP-01	4,184.33
Football, Assistant Varsity	SP-03	2,119.06
Football, Assistant Junior Varsity	SP-22	1,870.41
Golf	SP-18	1,120.01
Lacrosse, Head	SP-113	2,057.46
Soccer, Head	SP-09	2,057.46
Softball, Head	SP-08	2,512.16
Softball, Assistant Coach	SP-115	1,506.40
Swimming, Head	SP-07	1,922.54
Tennis	SP-17	1,120.01
Track, Head	SP-05	2,374.42
Track, Assistant	SP-13	1,489.61
Volleyball, Head	SP-15	2,236.67
Volleyball, Assistant	SP-21	1,463.30
Wrestling, Head	SP-06	2,236.67
Wrestling, Assistant	SP-12	1,463.30

*Supplement is paid at the conclusion of the sport.

2026-2027 MIDDLE SCHOOL ATHLETICS SUPPLEMENTS

Assignment	Code	Annual Supplement*
Basketball	SP-94	448.01
Flag Football	PS-97	448.01
Soccer	SP-96	448.01
Track	SP-95	448.01
Volleyball	SP-93	448.01

*Supplement is paid at the conclusion of the sport.

2026-2027 ATHLETICS PLAYOFF SUPPLEMENTS

For athletic teams in playoffs, an additional 10% of the total regular season supplement for each level of Florida High School Athletic Association (FHSAA) competition shall be paid. An exception will exist when all teams are eligible for district-level competition, and no additional playoff supplement will be paid.

2026-2027 ECONOMIC AGREEMENT FOR THE INSTRUCTIONAL UNIT
BETWEEN HILLSBOROUGH COUNTY PUBLIC SCHOOLS
AND THE HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION

This agreement is made on this 11th day of September 2026, by and between the Hillsborough County Public Schools ("HCPS" or the "District") and the Hillsborough Classroom Teachers Association ("HCTA" or the "Union") representing the Instructional Bargaining Unit (Instructional) hereinafter collectively referred to as "the Parties."

The Parties mutually agree to the following:

1. Effective July 1, 2026, employees in the Instructional bargaining unit shall be credited with one year of experience and shall advance one step on their respective salary schedules accordingly. Eligible employees must have worked half a year plus a day and have an effective evaluation for the 2025-2026 school year.

2. Effective July 1, 2026, School Psychologists will be moved to the newly developed School Psychologists Advanced Degree Salary Schedule (205 days).

3. Effective July 1, 2026, employees currently at the top of their respective salary schedules will receive a one-time top step payment of one thousand five hundred dollars ($1,500) as an additional payment to employee base pay. The payment will be made no later than the end of the first semester. Eligible employees must have worked half a year plus a day and have an effective evaluation for the 2025-2026 school year.

4. Effective July 1, 2026, employees currently at the top of their respective salary schedules for two (2) or more consecutive years shall receive a one-time top step payment of two thousand two hundred fifty dollars ($2,250) as an additional payment to employee base pay. The payment will be made no later than the end of the first semester. Eligible employees must have worked half a year plus a day and have an effective evaluation for the 2025-2026 school year.

5. Effective July 1, 2026, eligible employees who are Licensed School Psychologists, Licensed Psychologists, Nationally Certified School Psychologists, Licensed Mental Health Counselors, Licensed SLPs, Licensed Audiologists, Licensed School Social Workers, Licensed Mental Health Clinicians, Licensed OT/PTs or Certified Behavior Analysts, will be paid a one-time seven hundred fifty dollar ($750) additional payment to be paid at the conclusion of the 2026-2027 school year. This payment is a supplement to employee base pay. Eligible employees must have worked half a year plus a day of the 2026-2027 school year and be current, active employees at the time of payment.

6. Effective July 1, 2026, eligible SLPs and Audiologists who hold their ASHA CCC's (American Speech Language Hearing Association Certificate of Clinical Competency) shall be paid a one-time additional payment of one thousand five hundred dollars ($1,500) to be paid at the conclusion of the 2026-2027 school year. This payment is a supplement to employee base pay. Eligible employees must have worked half a year plus a day of the 2026-2027 school year and be current, active employees at the time of payment.

7. ESE instructional employees with an assigned student roster (*see attached job codes*) and all instructional employees at our Exceptional Centers *(Caminiti, Carver, Dorothy Thomas, Lavoy, Lopez, Peters & Simmons)* will receive an additional one-time ESE critical shortage supplement of one thousand dollars ($1,000) to be paid at the conclusion of the 2026-

2027 school year. This payment is a supplement to employee base pay. Eligible employees must be current, active employees at the time of payment.

8. In accordance with Section 22.4.5, for the 2026-2027 school year, eligible National Board-Certified Teachers (NBCT) shall receive up to a one-time one thousand dollars ($1,000) additional payment for the completion of ten hours of approved mentoring and/or conducting approved training through the Professional Learning Department. Payment shall be made after submission and approval of all required documentation. This payment is a supplement to employee base pay. Eligible employees must be current, active employees at the time of payment.

9. For the 2026-2027 school year, National Board-Certified Teachers (NBCT) who teach in Transformation Network Schools and Designated Schools of Need shall be paid a one-time four thousand five hundred dollar ($4,500) additional payment to be paid no later than the conclusion of the 2026-2027 school year. This payment is a supplement to employee base pay. Eligible employees must be current, active employees at the time of payment.

10. For the 2026-2027 school year, the parties agree to pay highly qualified teachers, as defined by state and federal statute, who teach in designated Transformation Network Schools (MOU in Appendix D) shall be paid a salary differential of $2,000 (Tier 1) or $5,000 (Tiers 2 & 3). Employees must have an effective or higher evaluation and be eligible for their assignment by Certification or a completed Agreement to Earn. This payment shall be paid in accordance with the agreed upon MOU.

11. For the 2026-2027 school year, the parties agree to pay highly qualified teachers, as defined by state and federal statute, who teach in designated Schools of Need (MOU in Appendix D) shall be paid a salary differential of $2,000. Employees must have an effective or higher evaluation and be eligible for their assignment by Certification or a completed Agreement to Earn. This payment shall be paid in accordance with the agreed upon MOU.

12. In accordance with the Instructional Millage Referendum Implementation MOU instructional employees shall continue to receive no less than six thousand dollars ($6,000) as an additional supplement to their annual salary.

13. In accordance with 3.4.6, for the 2026-2027 school year any instructional unit employee assigned to substitute duty during their planning choosing to be compensated shall be paid at the rate of twenty dollars ($20) per hour.

14. The Board agrees to pay the full cost of an employee-only health insurance premium for a designated health plan offered by the Board for instructional employees in accordance with Section 13.2.1.

15. The Board will pay the cost of fingerprint monitoring fees for Instructional unit employees in accordance with Section 13.11.

Executed on this 11th day of September 2026.

Kelly King, Chief Negotiator HCPS

Rob Kriete, President, HCTA

Brittni Wegmann, Chief Negotiator, HCTA

#7 Eligible Job Codes with Roster for ESE Critical Shortage Supplements 2026-2027

Job Code	Job Title
10530	Access Points
10533	Behavior Support
10502	Hearing Impaired
10505	Hosp/Homebound
10534	Pre-K ESE
10516	SLH
19210	Therapist, Staff Occupation
19209	Therapist, Staff Physical
10531	VE
10532	Visually Impaired

APPENDIX D: MOUs

MEMORANDUM of UNDERSTANDING
Designated Schools of Need
2026-2027

Whereas, the Hillsborough County School Board (hereinafter referred to as the "Board" or "District") and the Hillsborough Classroom Teachers Association (hereinafter referred to as the "Union" or "HCTA") are parties to collective bargaining agreements for all Instructional and Educational Support Professional staff as defined by the Public Employees Relation Commission; and

Whereas, the parties are committed to providing an outstanding educational experience for all learners in Hillsborough County Public Schools; and

Whereas, the parties desire to identify Designated Schools of Need that meet set criteria demonstrating a need for additional support to facilitate student growth and success (*see attached list*);

Now therefore, the parties agree as follows for the 2026-2027 school year:

A. JOINT DESIGNATED SCHOOLS OF NEED COMMITTEE

1. The parties agree that Designated Schools of Need is only agreed upon for the 2026-2027 school year and any continuation in future years would be part of the collective bargaining process.

2. The parties will continue a joint Designated Schools of Need Committee to provide recommendations for Designated Schools of Need which will be used to determine schools to be included and/or graduated from the Designated Schools of Need list as well as expectations for employees working in these schools. The expectations of the committee will be as follows:
    a. Provide recommendations for student performance metrics
    b. Provide recommendations for employee expectations
    c. Provide recommendations for schools exiting the Designated Schools of Need list

3. HCTA and the District shall have equal representation on the committee, and it will be made up of no less than eight (8) and no more than ten (10) individuals.

    a. HCTA members will be appointed by the HCTA President and HCPS representatives will be appointed by the Superintendent or their designee.
    b. The committee will be co-chaired by an HCTA representative and an HCPS representative.

4. The committee shall meet at least once, on or before the last week of January 2027, and as many times as needed and practicable.

5. The committee will provide a written summary and recommendation(s) to both HCTA and the Board bargaining teams prior to the 2027 Spring Break, so that the parties may negotiate a possible agreement for the 2027-2028 school year. The committee may extend the time certain only by mutual written agreement.

B. RECCOMENDATIONS FOR SCHOOL AND EMPLOYEE EXPECTATION

1. The parties agree that the Designated Schools of Need must continue to utilize the Comprehensive Needs Assessment (CNA) and the contractual Faculty Steering Committee (HCTA Instructional Contract 6.6 & HCTA ESP Contract 18.11) to drive decisions regarding improvement of student performance.

C. DESIGNATED SCHOOLS OF NEED 2026-2027

1. The parties agree that fully staffing Designated Schools of Need, with effective and highly effective educators and paraprofessionals for the 2026-2027 school year is critical to supporting high student achievement outcomes. In an effort to fully staff Designated Schools of Need with such personnel, the parties agree as follows:

    a. For the 2026-2027 School Year instructional staff and paraprofessionals, who work in the attached list of Designated Schools of Need shall be eligible for a salary differential as a supplement to employee base pay.

    b. Eligibility for instructional staff shall be determined by an effective or higher evaluation rating and certification for assignment.

    c. Eligibility for paraprofessionals shall be determined by an effective or higher evaluation rating and inclusion on the attached list (*see below Section D*).

    d. The differential for the 2026-2027 school year shall be as follows:
    - Eligible Instructional Employees: **$2,000**
    - Eligible Paraprofessional Employees: **$750**

    e. National Board Certified Teachers who teach in Designated Schools of Need shall receive an additional salary supplement of $4500.

    f. The first semester payment will occur on or before December 18, 2026. The second semester payments will continue to be made regularly, on a biweekly basis, beginning February 26, 2027, through the end of the 2026-2027 school year. Staff must be hired prior to FTE survey 2, date certain (October 9, 2026), complete the entire semester, and be in an active status at the time of payment. Employees hired after survey 2 and prior to survey 3 will receive 2nd semester payment.

    g. This salary supplement shall be designated FRS eligible and subject to FRS review. Should this salary supplement no longer be eligible due to FRS review, the District shall immediately inform HCTA and communicate to all impacted employees the explanation and impact to their FRS.

D. <u>CRITERA FOR PARAPROFESSIONAL STAFF AT DESIGNATED SCHOOLS OF NEED</u>

1. The parties acknowledge that certain paraprofessional positions assigned to Schools of Need have historically received the supplemental compensation provided under the Schools of Need Memorandum of Understanding.
2. The parties agree that paraprofessional positions that have historically received the Schools of Need supplemental payment shall continue to receive such payment, and there is no intent or agreement to remove or exclude any previously eligible paraprofessional positions from this compensation.
3. Eligibility of certain paraprofessional positions for the supplemental payment shall be based on the nature of the assignment and past practice, and shall not be eliminated or avoided through changes in job titles, position numbers, location assignment of positions, or minor modifications to job descriptions.
4. If questions arise regarding whether a paraprofessional position is eligible for the Schools of Need supplemental payment, the District and HCTA shall meet and discuss the position in question prior to any change in compensation eligibility in order to determine the most appropriate resolution consistent with the intent of this agreement and historical practice.
5. Nothing in this section shall be interpreted to reduce or eliminate compensation previously provided to paraprofessional employees under prior Schools of Need agreements.

E. <u>ELIGIBILITY CRITERA FOR DESIGNATED SCHOOLS OF NEED</u>

1. The parties agree that for a school to be considered a Designated School of Need the school must meet the following criteria:
    - Be a Title 1 school not currently served in the Transformation Network and,
    - Have a 2025 percentage or a 2-year average percentage meeting Tier 1 Direct Certified (71% or higher) and,

- Have a 2025 School Grade of a fragile C or D
  - *Elementary - Percent of total possible points average of 47 points or lower*
  - *Middle/High – Percent of total possible points average of 50 points or lower*
- A school with a fragile D school grade within the prior 2-years may also be included even if it does not meet the 2-year average percentage meeting Tier 1 Direct Certified (71% or higher).

2. The parties agree that any additions that may need to be made to the list of Designated Schools during the 2026-2027 school year shall be made by mutual agreement.

2026-2027 DESIGNATED SCHOOLS OF NEED

School Name	School Type	Title 1 Eligible	Two Year average (2024-2026) % Direct Certified (RANK & SERVE)	2025 School Grade
CHAMBERLAIN HIGH SCHOOL	Senior High	Y	71.15%	C (46%)
CLAIR-MEL ELEMENTARY SCHOOL	Elementary	Y	83.92%	C (46%)
DOWDELL MIDDLE SCHOOL	Middle	Y	76.29%	C (45%)
DOVER ELEMENTARY SCHOOL	Elementary	Y	79.85%	C (43%)
LEWIS ELEMENTARY SCHOOL	Elementary	Y	71.30%	C (44%)
MEMORIAL MIDDLE SCHOOL	Middle	Y	77.50%	C (47%)
MULLER ELEMENTARY MAGNET SCHOOL	Elementary	Y	77.04%	C (43%)
*REDDICK ELEMENTARY SCHOOL	Elementary	Y	*68.87%	*C (49%)
SCHMIDT ELEMENTARY SCHOOL	Elementary	Y	76.86%	C (45%)
THONOTOSSASSA ELEMENTARY SCHOOL	Elementary	Y	81.27%	C (47%)
TWIN LAKES ELEMENTARY SCHOOL	Elementary	Y	78.71%	C (42%)
WILSON ELEMENTARY SCHOOL	Elementary	Y	75.02%	D (40%)
WIMAUMA ELEMENTARY SCHOOL	Elementary	Y	81.09%	D (39%)

**Reddick Elementary School received a 2024 School Grade of a D (39 points)*

Kelly King

Kelly King,
General Manager of Employee Relations
Hillsborough County Public Schools

5/6/2026
Date

Brittni Wegmann,
Executive Director
Hillsborough Classroom Teachers Association

5/6/2026
Date

Hillsborough County PUBLIC SCHOOLS
Preparing Students for Life

HCTA

MEMORANDUM OF UNDERSTANDING
Instructional Funeral Leave 2026-2027

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Hillsborough County ("Board" or "District") and the Hillsborough Classroom Teachers Association ("HCTA"), representing the Instructional bargaining unit, collectively referred to as "the Parties."

The Parties share an interest in providing equitable access to funeral/bereavement leave.

Accordingly, the Parties agree to the following:

1. In the event of the death of a member of the instructional staff's immediate family (spouse, child, mother, father, brother, sister, guardian, stepparent, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, sister/brother-in-law, grandparent-in-law or any relative residing within the employee's household), an instructional employee on permanent status shall be granted up to three (3) days of paid leave to facilitate attendance at the funeral.

    a. Local vicinity funerals may receive one (1) day of funeral leave.

    b. Funerals that occur more than two hundred (200) miles from the employee's home may receive two (2) days of funeral leave.

    c. Out-of-state funerals may receive up to three (3) days of funeral leave.

    d. An instructional employee who has the primary responsibility of making arrangements for the funeral of an immediate family member as defined herein may be granted one additional day of funeral leave but not to exceed the three (3) day maximum.

2. Funeral leave is of a special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in the manner of annual or sick leave. Payment in lieu of funeral leave is not authorized.

3. To verify eligibility for Funeral Leave under this Section, the employee shall be required to provide any one of the following:

    - A funeral program, obituary notice, or memorial announcement;
    - A statement or notice from the funeral home, mortuary, crematory, or clergy;
    - A death notice or similar communication provided to the employee by the family or funeral service provider.

The district shall not require medical records, death certificates, or any documentation that imposes an undue burden on the employee. Documentation provided shall be used solely for verification of leave eligibility.

Kelly King 9/11/2026 Date
Kelly King
Chief Negotiator
Hillsborough County Public Schools

9/11/2026 Date
Brittni Wegmann
Chief Negotiator
Hillsborough Classroom Teachers Association

MEMORANDUM OF UNDERSTANDING
Instructional Materials 2026-2027

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Hillsborough County ("Board" or "District") and the Hillsborough Classroom Teachers Association ("HCTA"), representing the Instructional bargaining unit, collectively referred to as "the Parties."

The Parties share a commitment to ensuring that instructional material selections are informed by the expertise of classroom educators, comprehensive committee review, and meaningful stakeholder feedback in order to provide students with the highest quality resources to support teaching, learning, and student achievement.

Accordingly, the Parties agree to the following:

A. When a course requiring new instructional materials is identified in accordance with the state instructional materials adoption timeline a county-wide textbook selection committee shall be formed.

B. The size and makeup of the committee shall be proposed by the appropriate subject area content supervisor based on the specific subject area, program, or grade level and a majority of each committee shall be classroom teachers appointed by the Association President.

C. The committee, led by the subject area content supervisor and instructional materials supervisor, shall receive training prior to the review process on evaluation techniques, the characteristics of high-quality instructional materials, and alignment to applicable state standards.

D. Evaluation instruments used by the review committee may include tools developed by the Florida Department of Education (FLDOE) or district-modified versions of such instruments.

E. The committee shall review available instructional materials in the identified subject area and, using the evaluation criteria provided, select at least two textbooks for teacher review and feedback.

F. The identified textbooks selected by the committee shall be available in the appropriate work location in sufficient numbers to allow for teacher review.

G. The subject area content supervisor along with program experts and the instructional materials supervisor will include implementation options and a cost analysis for the top choices selected by the adoption committee.

H. Teachers shall be provided three (3) weeks to review the materials and submit input through an anonymous feedback form. Feeback will be collected and shared with the subject area content supervisor and instructional materials supervisor.

I. The subject area content supervisor and instructional materials supervisor shall reconvene the textbook adoption committee to review teacher feedback, cost analysis, implementation documentation, and the committee's original evaluation data and rankings. The committee shall utilize a selection matrix to develop its final recommendation for textbook adoption.

J. Review documentation may be made available to the Association upon request.

This Memorandum of Understanding shall sunset on June 30, 2027, and shall only continue by mutual agreement of the parties.

Kelly King 9/11/2026
Kelly King — Date
Chief Negotiator
Hillsborough County Public Schools

9/11/2026
Brittni Wegmann — Date
Chief Negotiator
Hillsborough Classroom Teachers Association

MEMORANDUM OF UNDERSTANDING

2027 HEALTH INSURANCE PREMIUM CONTRIBUTIONS

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Hillsborough County ("Board" or "District") and the Hillsborough Classroom Teachers Association ("HCTA"), representing the Instructional bargaining unit, collectively referred to as "the Parties."

Pursuant to Sections 13.2.7 and 13.10.2 of the Collective Bargaining Agreement, the parties agree this MOU documents the agreement by the parties regarding health insurance rates for the comprehensive medical insurance program for the 2027 insurance plan year.

1. The 2027 health insurance rates reflected below are the result of the collaborative work and recommendations of the Hillsborough County Public Schools Insurance Committee (Instructional 13.10). The Committee reviewed the health plan's financial position, projected claims and expenses, and other factors affecting the cost of providing health insurance benefits to employees and their eligible dependents.

2. Following this review and discussion on May 6, 2026, the Insurance Committee reached consensus on the recommended 2027 health insurance rates. The parties agree these rates will be effective January 1, 2027, and will remain in effect for the 2027 plan year, subject to any changes required by law, or other applicable provisions and collective bargaining governing the health plans.

3. The following employee and Board premium contributions shall apply for the insurance plan year beginning January 1, 2027, and ending December 31, 2027:

2027 Medical Rates

		Monthly Costs		20-Pay Costs		25-Pay Costs	
Medical Option	**Tier**	**Board Paid Monthly Rate**	**Employee Monthly Contributions**	**HCPS 20-Pay Contributions**	**EE 20-Pay Contributions**	**HCPS 25-Pay Contributions**	**EE 25-Pay Contributions**
HMO	Employee Only	$1,409.13	$157.88	$845.48	$94.73	$676.38	$75.78
	Employee + Spouse	$2,318.84	$971.88	$1,391.30	$583.13	$1,113.04	$466.50
	Employee + Child(ren)	$2,106.59	$870.73	$1,263.95	$522.44	$1,011.16	$417.95
	Employee + Family	$3,533.15	$1,465.61	$2,119.89	$879.37	$1,695.91	$703.49
High PPO	Employee Only	$1,275.60	$82.47	$765.36	$49.48	$612.29	$39.59
	Employee + Spouse	$2,039.68	$812.27	$1,223.81	$487.36	$979.05	$389.89
	Employee + Child(ren)	$1,854.01	$726.33	$1,112.41	$435.80	$889.92	$348.64
	Employee + Family	$3,117.29	$1,214.97	$1,870.37	$728.98	$1,496.30	$583.19

Low PPO	Employee Only	$1,044.67	$0.00	$626.80	$0.00	$501.44	$0.00
	Employee + Spouse	$1,532.08	$661.73	$919.25	$397.04	$735.40	$317.63
	Employee + Child(ren)	$1,393.98	$590.90	$836.39	$354.54	$669.11	$283.63
	Employee + Family	$2,344.85	$987.65	$1,406.91	$592.59	$1,125.53	$474.07
Value PPO	Employee Only	$1,006.76	$0.00	$604.06	$0.00	$483.24	$0.00
	Employee + Spouse	$1,739.19	$375.00	$1,043.51	$225.00	$834.81	$180.00
	Employee + Child(ren)	$1,579.51	$333.33	$947.71	$200.00	$758.16	$160.00
	Employee + Family	$2,653.22	$558.33	$1,591.93	$335.00	$1,273.55	$268.00

4. For 2028, the Parties agree that the Insurance Committee will continue to convene for the purpose of reviewing the health plan's financial position, projected claims and expenses, and other factors affecting the cost of providing health insurance benefits to employees and their eligible dependents to enter into an MOU.

This MOU shall be effective January 1, 2027, through December 31, 2027.

Kelly King 9/11/2026 9/11/2027

Kelly King Date Brittni Wegmann Date
Chief Negotiator Chief Negotiator
Hillsborough County Public Schools Hillsborough Classroom Teachers Association

MEMORANDUM OF UNDERSTANDING
The School Board of Hillsborough County and
The Hillsborough Classroom Teachers Association

MILLAGE REFERENDUM IMPLEMENTATION

Whereas, Hillsborough County Public Schools (hereinafter referred to as the "district" or "HCPS") and the Hillsborough Classroom Teachers Association (hereinafter referred to as the "union" or "HCTA") are parties to the collective bargaining agreement for employees in the HCTA Instructional bargaining units; and

Whereas, the parties are committed to providing an outstanding educational experience for all learners in Hillsborough County Public Schools; and

Whereas, the parties are seeking a method to address employee retention and recruitment by addressing employee compensation through a county-supported ballot initiative for an increased millage; and

Whereas, a millage referendum was on the 2024 General Election ballot; and

Whereas, the millage was successfully passed by 67% of voters and will provide additional revenue to use towards employee compensation beginning July 1, 2025, and continuing through the June 30, 2029;

Whereas, this agreement shall not take the place of regular, annual salary negotiations;

Therefore, the following provisions for additional compensation for Hillsborough County Public School Instructional Personnel will include the following:

1. Ninety-two percent (92%) of the total millage revenue allotted to HCPS will be for salary supplemental pay to all employees (instructional, support staff, principals, assistant principals and district administrative staff) in HCPS. For clarification purposes the additional eight percent (8%) will be dedicated to educational programs: full-day VPK, College and Career Readiness, Athletics & Physical Education, and extended learning & the arts. (See Attachment)
2. Of the percentage identified for salary supplements, each HCTA Instructional bargaining unit employee shall receive no less than $6,000 as an additional supplement to their annual salary.
    a. This annual salary supplement will be paid during the following School Years: 2025-2026, 2026-2027, 2027-2028, and 2028-2029.
    b. This payment is a supplement to the employee's base pay and shall be treated as salary.
    c. This salary supplement shall be FRS eligible for every employee.
    d. This salary supplement will be paid within the employee's regularly scheduled paychecks.
    e. Regular payments will be clearly identified on the employee's pay stub.
    f. If payments do not begin on the employee's first paycheck of each contractual year, the employee will receive retroactive payment to July 1 of each fiscal year.
3. Since the distribution of funds for employee compensation is based on the total count of employees in HCPS, the parties agree that funds should be equitably distributed based on the actual revenue generated during each tax year of this agreement. If the funds distributed to all employees is less than the total revenue available for salary supplemental pay, the parties agree to immediately return to negotiate the distribution of the remaining funds to eligible Instructional employees.
4. If the total amount of funds collected for base salary supplements is not enough to meet the agreed upon additional salary supplement for any employee, the parties agree to return to the bargaining table to discuss remedies.
5. Eligible employees must be current, full-time active employees who are newly hired or returning to employment.
    a. Employees who are returning from leave or who are newly hired and begin work after the start of their contractual year will receive a pro-rated share of the annual supplement.
    b. The parties agree to address concerns over eligibility on a case-by-case basis should the need arise.
6. By May 1st of each year the millage revenue is generated the parties shall convene to review this agreement.

7. This agreement shall be included in Appendix C – Salary Schedules and Supplements – of the HCTA Instructional Contract.

Contingencies:

- This agreement will only be valid provided that it is ratified by bargaining unit employees and approved by the School Board.
- All compensation improvements provided through this millage referendum are non-recurring beyond the 2029 fiscal year.
- The Superintendent will establish a citizen's oversight committee to monitor and report on the revenue and expenditures of the millage referendum funds.

Funds generated from the millage referendum are intended to supplement employee base salaries and are not intended to diminish or supplant any other funds available to increase employee wages each year.

The parties shall meet no later than May 1st of each year this agreement is in effect to review revenue, reports from the citizen's oversight committee, and determine any needed changes to the agreement. This agreement shall sunset at the end of the 2029 fiscal year, unless the millage referendum is renewed by the voters of Hillsborough County in a future election, in which case the parties will meet at a mutually agreeable time to negotiate updates to this agreement.

In witness whereof, the Parties hereto have caused their duly authorized representatives to execute this Agreement on this day of November 7, 2024.

Danielle Shotwell, Chief Negotiator
Hillsborough County Public Schools

Brittni Wegmann, Chief Negotiator
Hillsborough Classroom Teachers Association

Van Ayres, Superintendent
Hillsborough County Public Schools

Robert Kriete, President
Hillsborough Classroom Teachers Association

Attachment: ESTIMATED BREAKDOWN OF REVENUE

NOTE: These are estimates generated by the Hillsborough County Property Appraiser's Office as of August 2024 and are for general understanding of the breakdown of funds. They are subject to change based on actual revenue collected and subject to collective bargaining.

Approximate Total Estimated Revenue Generated for 2025-2026 Tax Year: $177,000,000

- 15% Approximate total estimated share to Charter Schools (Based on 1/23/2024 enrollment): Approximately $26,000,000
- 85% Approximate total estimated Revenue for HCPS (Based on 1/23/2024 enrollment): Approximately $150,400,000
    - Eight Percent (8%) to be dedicated to enrichment of educational programs: Approximately $12,032,000
    - Ninety two percent (92%) to be dedicated to employee compensation: Approximately $138,368,000

MEMORANDUM OF UNDERSTANDING

Non-Student/Teacher Workday 2026-2027

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Hillsborough County ("Board" or "District") and the Hillsborough Classroom Teachers Association ("HCTA"), representing the Instructional bargaining unit, collectively referred to as "the Parties."

The Parties share an interest in providing instructional staff with reasonable flexibility on designated non-student/teacher workdays while ensuring continued accountability, appropriate leave reporting, and the District's ability to adjust work expectations if operational needs or calendar changes arise.

Accordingly, the Parties agree to the following:

1. Instructional staff will have the option for remote work on the following designated non-student/teacher workdays:

    a. October 12, 2026

    b. March 29, 2027

    c. November 11, 2026 (12-month only)

2. Instructional staff who work remotely shall be responsible for reporting time off requests in accordance with established procedures utilizing accrued sick leave, personal leave, vacation leave or compensatory time when working remote for less than 8 hours.

3. If adjustments are made to the student calendar or employee work calendar due to hurricane makeup days or other unforeseen circumstances, remote work on these days may no longer be an option.

Kelly King	9/11/2026	Brittni Wegmann	9/11/2026
Kelly King Chief Negotiator Hillsborough County Public Schools	Date	Brittni Wegmann Chief Negotiator Hillsborough Classroom Teachers Association	Date

MEMORANDUM of UNDERSTANDING

Transfer and Open Hiring Timeline for Recruitment and Hiring 2026-2027

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to adjust the timelines for hiring to assist in the recruitment efforts of our instructional staff. The parties agree to the following for the 2026-2027 school year to promote the filling of all vacancies in our schools:

1. The date of the Spring Open Transfer Period and Open Hiring will run concurrently for the 2026-2027 school year. These dates will be established following the release of the unit allocation timeline by Finance and will not take place until after the confirmation of surplus staff and vacancies by Human Resources. The timeline will also be confirmed with HCTA as well as communicated to eligible employees no less than 5 workdays prior to the opening of the period.

2. The Open Transfer Period for current employees will continue until Thursday, July 9, 2026, at 4:45 pm.

3. The Open Hiring Period for new hires will continue until Friday, August 7, 2026, at 4:45 pm.

4. Eligible instructional employees who wish to seek instructional transfer to a Transformation Network School will be provided with a 1-week transfer and hiring period, prior to all other sites.

5. Per HCTA Instructional Contract Section 11.2.4 "Teachers are eligible to transfer to any vacancy for which they are certified; After spring transfer period, transfers will not be allowed to fill a vacancy in an area where a pool still exists."

6. A vacancy will not occur where a surplus pool category exists at the site where the unit loss created a surplus.

7. All surplus permanent instructional employees not securing a position during the Spring Open Transfer Period prior to the conclusion of the school year will be placed, pursuant to Section 11.4 of the Instructional Contract.

   Flexibility to cross position pool categories during Spring Pool process:

a. An employee may select an available position outside of their current pool category during the Spring Pool selection process in accordance with the following:
    i. The employee must be certified in the position.
    ii. The employee must pass on selecting a position during their turn within their pool category.
    iii. The employee will be placed in the 2nd pool outside of their pool category after all other employees within the pool category have completed their selection.

8. Human Resources will maintain the right to implement a hiring freeze during the Open Hiring Period for any pool category where a surplus exists, and limited vacancies may occur. However, the parties agree to discuss any district-wide hiring freeze needed.

This agreement shall sunset August 7, 2026. The parties will meet at a mutually agreeable time to negotiate any future extensions or updates to this agreement.

In witness whereof, the Parties hereto have caused their duly authorized representatives to execute this Agreement on this February 2, 2026.

2/2/26

Kelly King Date
Chief Negotiator
Hillsborough County Public Schools

2/2/26

Brittni Wegmann Date
Chief Negotiator
Hillsborough Classroom Teachers Association

MEMORANDUM of UNDERSTANDING

TRANSFORMATION NETWORK SCHOOLS

2026-2027

Whereas, Hillsborough County Public Schools (hereinafter referred to as the "district") and the Hillsborough Classroom Teachers Association (hereinafter referred to as the "union" or "HCTA") are parties to collective bargaining agreements for both instructional and educational support staff (ESP); and

Whereas, the parties are committed to providing an outstanding educational experience for all learners in Hillsborough County Public Schools; and

Whereas, the District has identified and defined "Transformation Network Schools" that require additional support to facilitate student growth and success (See attached list);

Now therefore, the parties agree as follows for the 2026-2027 school year:

I. **Identification of Transformation Network Schools:**
Prior to the Spring transfer period (by the end of March 2026, the district will provide a list of Transformation Network Schools for the 2026-2027 school year. The parties recognize that the list may have additions or change in tier after the release of school grades, and any added school will receive the same additional pay and/or support as identified within the tiered placement there in. *(See included list)*

II. **Tiering for Transformation Network Schools**
Tier 1 Criteria – Qualifying schools with no grade below a "C" within a three-year time frame. Schools will receive regional academic support, and contracted services support (if applicable). Additional time is provided to support the instructional environment to include planning, data analysis support, and professional learning. *(See included list)*
Tier 2 Criteria – Schools with 1 grade below a "C" within a three-year time frame. Schools will receive additional pay for qualifying staff, regional academic support, and contracted services support (if applicable). Additional time is provided to support the instructional environment to include planning, data analysis support, and professional learning. *(See included list)*
Tier 3 Criteria – Schools with 2 or more grades below a "C" within a three-year time frame. School will receive additional pay or UNISIG funding, regional academic support, and contracted services support. Additional time is provided to support the instructional environment to include planning, data analysis support, and professional learning. *(See included list)*

III. **Criteria for Instructional Personnel at Transformation Network Schools**

The parties agree that fully staffing Transformation Network Schools with effective and highly effective educators is critical to supporting high student achievement outcomes. In an effort to fully staff Transformation Network Schools with such Instructional personnel, the parties agree as follows:

a. Commitment to Assignment: All Tiers

Staff members are not eligible to transfer out of a Transformation Network School during the 2026-2027 school year. All requests for transfer will be reviewed by the Deputy Superintendent of Academics and Transformation, Chief Human Resources Officer, and HCTA President. To ensure employees are aware of this provision, a copy of this MOU will be provided by HCPS to every employee the MOU agreement impacts. Additionally, an employee will explicitly be made aware of this provision prior to accepting employment at a Transformation Network School.

b. Professional Autonomy: All Tiers

The parties recognize that professional respect and autonomy are key to attracting talented teachers and staff at Transformation Network Schools. Teachers will be informed of any unique site-based programs requiring additional responsibilities and expectations to include State Rule 6A – 1.099811 and will be provided with relevant professional development. Additional time is provided during the instructional day to perform the expectations set forth below.

State Rule 6A- 1.099811 expectations are as follows:

1. Core academic teachers shall be provided with common planning time on a consistent basis during the workday (grade level, subject).

i. Core academic teachers shall receive a minimum of 225 minutes of time during the work week (equivalent to 45 minutes per day during the student day). One day of this allocated time will be dedicated to weekly common planning for structured, instructional coach-led planning, which could consist of common planning, lesson study, lesson rehearsal, and any other standards-based planning methods.

ii. Core academic teacher definition:

- regular full-time Kindergarten through eighth grade.
- VE
- ESOL
- self-contained ESE teachers

2. Additional work expectations:

i. In an effort to not sacrifice planning time, 45 minutes of time shall be used to progress monitor data weekly to inform student mastery of standards and instruction.

ii. Core academic teachers shall implement the continuous improvement process by utilizing formative and summative assessments and collaborating in data analysis cycles every 4-6 weeks.

iii. Teachers shall be provided coaching support based on analysis of student data and classroom observational data.

3. All other non-core Elementary teachers shall get their contractual 150 minutes of weekly planning time (equivalent to 30 minutes per day during the student day). This provision shall not diminish any additional planning time as defined by the HCTA Collective Bargaining Agreement.

c. Additional Pay for Instructional Personnel at eligible schools:

Any eligible employee within the instructional bargaining unit will receive an additional salary supplement to their base pay for additional work expectations and conditions due to being assigned to a Transformation Network school. The first payment will occur after the release and validation of UNISIG payments and final evaluation scores. Non-UNISIG recipients will receive the first payment on or before December 18, 2026, and second semester payments will continue to be made regularly, on a bi-weekly basis, for eligible instructional staff. UNISIG recipients will receive their 2nd payment at the end of the 2nd semester.

Current HCPS instructional staff must be evaluated at a minimum effective VAM level. Staff must be hired prior to FTE survey 2, date certain (October 9, 2026), complete the entire semester, and be in an active status at the time of payment. Instructional personnel new to HCPS are also eligible for payment. Employees hired after survey 2 and prior to survey 3 will receive partial payment (2nd semester payment).

These salary supplements to employee base pay shall be taxed at the employee's W-2 rate and shall be designated as FRS eligible and subject to FRS review. Should any salary supplement no longer be eligible due to FRS review, the District shall immediately inform HCTA and communicate to all impacted employees the explanation and impact to their FRS.

1. Tier 1 Schools

This additional supplement payment for eligible instructional staff at Tier 1 Schools will be at a maximum of $2,000 or any state awarded payment, whichever is greater. Employees are only eligible to receive either the state or district payment, not both.

2. Tiers 2 and 3 Schools

This additional supplement payment for eligible instructional staff at Tier 2 and Tier 3 Schools will be at a maximum of $5,000.00 or any state awarded payment, whichever is greater. Employees are only eligible to receive either the state or district payment, not both.

3. Requirements for additional state pay at schools designated as UNISIG*:

- Only schools with a "D or F" school grade qualify
- Eligible teachers must have a 2025-2026 3-year aggregate Math (includes Algebra I) or English language Arts (ELA) state Value Added Model (SVAM)calculation of Highly Effective or Effective.
- The 2023-2026 SVAM ratings must have 10 assessments (based on scores from 10 or more students.

**No other staff will receive a tiered incentive.*

4. National Board-Certified Teachers (NBCTs): All Tiers
NBCTs at any Transformation Network School shall receive an additional salary supplement to their base pay of $4,500 if all requirements are met. This supplement shall be paid no later than the conclusion of the 2026-2027 school year.

IV. Criteria for Paraprofessional Staff at Transformation Network Schools: All Tiers

The parties agree that fully staffing Transformation Network Schools with effective and highly effective paraprofessional personnel is critical to supporting high student achievement outcomes. In an effort to fully staff Transformation Network Schools with such personnel, the parties agree as follows:

a. Included Paraprofessional Positions

The parties acknowledge that certain paraprofessional positions assigned to Transformation Network (TN) schools have historically received the supplemental compensation provided under the Transformation Network Memorandum of Understanding.

The parties agree that paraprofessional positions that have historically received the TN supplemental payment shall continue to receive such payment, and there is no intent or agreement to remove or exclude any previously eligible paraprofessional positions from this compensation.

Eligibility of certain paraprofessional positions for the supplemental payment shall be based on the nature of the assignment and past practice, and shall not be eliminated or avoided through changes in job titles, position numbers, location assignment of positions, or minor modifications to job descriptions.

If questions arise regarding whether a paraprofessional position is eligible for the TN supplemental payment, the District and HCTA shall meet and discuss the position in question prior to any change in compensation eligibility in order to determine the most appropriate resolution consistent with the intent of this agreement and historical practice.

Nothing in this section shall be interpreted to reduce or eliminate compensation previously provided to paraprofessional employees under prior Transformation Network agreements.

b. Additional Pay for Paraprofessional Personnel at eligible schools:

1. Tier 1 Schools

For paraprofessionals a $750.00 annual salary supplement to their base pay will be provided to those with a satisfactory rating or higher. For paraprofessionals, the first payment will occur after the release and validation of final evaluation scores (on or before December 18, 2026, and will continue to be made regularly, on a bi-weekly basis, for second semester.

2. Tiers 2 and 3 Schools

For paraprofessionals a $1,000.00 annual salary supplement to their base pay will be provided to those with a satisfactory rating or higher. For paraprofessionals, the first payment will occur after the release and validation of final evaluation scores (on or before December 18, 2026, and will continue to be made regularly, on a bi-weekly basis, for second semester.

These salary supplements to employee base pay shall be taxed at the employee's W-2 rate and shall be designated as FRS eligible and subject to FRS review. Should this salary supplement no longer be eligible due to FRS review, the District shall immediately inform HCTA and communicate to all impacted employees the explanation and impact to their FRS.

V. HOST Program: For Paraprofessional and Instructional staff at all Tiers

Additional HOST discount provided for the 2026-2027 SY only:
For instructional staff and paraprofessionals working at a Transformation Network School will receive a 50% HOST discount for enrolled students at any district HOST site.

2026-2027 Transformation Network Schools:

Tier 1	Tier 2	Tier 3
Dr. Carter G. Woodson	Broward Elementary	Edison Elementary
Forest Hills Elementary	Burnett Middle	James Elementary
Gibsonton Elementary	Burney Elementary	Potter Elementary
Guinta Middle	Eisenhower Middle	Sheehy Elementary
McDonald Elementary	Foster Elementary	
Tampa Heights Elementary	Graham Elementary	
Temple Terrace Elementary	Greco Middle	
Thompson Elementary	Ippolito Elementary	
	Jackson Elementary	
	Jennings Middle	
	Kenly Elementary	
	Lamb Elementary	
	Lockhart Elementary	
	Mango Elementary	
	Miles Elementary	
	Oak Park Elementary	
	Palm River Elementary	
	Robles Elementary	
	Ruskin Elementary	
	Shaw Elementary	
	Shields Middle	
	Sligh Middle	
	Sulphur Springs K8	
	Tampa Bay Blvd. Elementary	
	Turkey Creek Middle	
	Washington Elementary	
	Witter Elementary	

Kelly King

Kelly King
General Manager of Employee Relations, HCPS

3/13/2026
Date

Brittni Wegmann
Executive Director, HCTA

3/13/2026
Date

MEMORANDUM of UNDERSTANDING

Regarding Disbursement of 2026-2027 Classroom Teacher Salary Increase Allocation (TSIA) 2026-2027

This is a tentative agreement between the School Board of Hillsborough County (Board, District) and the Hillsborough Classroom Teachers Association (HCTA, Union) regarding how to disburse the state-allocated Classroom Teacher and Other Instructional Personnel Salary Increase (TSIA) funds for the 2026–2027 school year.

The parties agree to implement this disbursement in accordance with state law, Florida Department of Education (FLDOE) guidance, and the terms of this agreement.

A. Purpose and Background

The provisions of this agreement are governed by state law and FLDOE guidance regarding the use of TSIA funds. The Board and HCTA enter this agreement under those limits. The following information provides the basis for this agreement:

1. The Florida Legislature identifies a portion of each district's base funding allocation as the TSIA allocation. This Memorandum of Understanding defines the distribution of the portion dedicated to provide new salary increases referred to as the "*growth allocation funds*." These funds are restricted by state law and FLDOE guidance. The Board and HCTA may use these funds only as permitted by the State of Florida.

2. State law (HB 5001-E) limits eligibility for the growth fund to full-time classroom teachers, as defined by law (FS. 1012.01(a), and certified prekindergarten teachers funded through the Florida Education Finance Program, who have at least ten years of verified full-time teaching experience in a Florida public school and who meet all other state eligibility requirements. Teachers who are not classroom teachers, or who do not have the required Florida public school teaching experience, are not eligible for these funds even if they are otherwise certificated, experienced, or employed in instructional roles.

3. The Board and HCTA do not have the authority to expand eligibility or use TSIA funds for teachers who are not classroom teachers as defined by statute or who otherwise do not qualify under state law or FLDOE guidance.

B. Salary Adjustment

For the 2026–2027 school year, each eligible classroom teacher or certified prekindergarten teacher shall advance one level on their respective salary schedule.

For the 2026–2027 school year, each eligible teacher currently on step 25 shall receive the negotiated top step longevity payment of $1,500. This payment shall be paid before the end of the first semester. The employee must be active at the time of payment. This payment shall be FRS eligible.

For the 2026–2027 school year, each eligible teacher on step 25 for two (2) or more consecutive years shall receive the negotiated, TSIA supplement of $2,250. The payment shall be paid before the end of the first semester. The employee must be active at the time of payment. This payment shall be FRS eligible.

C. Eligibility

To be eligible for the salary adjustment provided under this MOU, a teacher must meet all of the following requirements:

1. Be a full-time classroom teacher or certified prekindergarten teacher;

2. Have at least ten (10) years of full-time teaching experience in a Florida public school;

3. Be employed in an HCTA-represented, full-time instructional position;

4. Have worked one-half of the contract year plus one (1) day during the 2025-2026 school year;

D. Terms

1. This MOU represents the full agreement of the parties regarding the implementing of the 2026–2027 TSIA salary adjustment. Any modifications to this MOU must be in writing and signed by authorized representatives of both parties.

2. Negotiations for the 2026–2027 school year remain open and ongoing, including wages, benefits, and working conditions not addressed here. This agreement is not a full settlement of salary negotiations and does not set precedent for any future TSIA or other state salary allocation.

3. Following the FEFP 3rd calculation, the parties agree to review any remaining funds from the growth calculation to determine any variance. Any additional funds remaining shall be subject to negotiations.

Kelly King 7/27/2026
Kelly King Date
Chief Negotiator
Hillsborough County Public Schools

7/22/2026
Rob Kriete Date
President
Hillsborough Classroom Teachers Association

9/11/2026
Brittni Wegmann Date
Chief Negotiator
Hillsborough Classroom Teachers Association

MEMORANDUM of UNDERSTANDING

Unit Loss and Reclassification of Pool Categories
2026-2027

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to reassign pool categories for non-pool category positions that are a unit loss to determine pool placement during the spring for fall placement. The parties agree to the following for the Spring 2026 pool for the 2026-2027 school year:

When unit loss occurs for positions with no pool category the following process will occur:

An employee currently in a position not assigned to a pool category will be reassigned to the employee's most recent prior assignment. If no prior assignment exists, the employee will be placed into the pool category in which certification is held. In lieu of assignment to a position/pool category at the site, the employee may volunteer to have their name submitted for pool placement,

- Employees will be notified of their assignment by April 6, 2026.
- Employees may transfer during the transfer period.

The parties agree that employees within the HCTA Instructional bargaining units shall have priority for available positions over any contracted service employee when placement opportunities arise as a result of unit loss or reassignment under this agreement.

The parties agree that the relevant contractual unit loss language and procedures shall be utilized to ensure bargaining unit employees are protected and placed appropriately.

The parties further agree to work collaboratively to address any outstanding or unforeseen issues related to unit loss or reassignment in order to ensure that affected employees are placed in available positions within the District whenever possible.

This agreement shall sunset at 4:45 pm, April 24, 2026. The parties will meet at a mutually agreeable time to negotiate any future extensions or updates to this agreement.

In witness whereof, the Parties hereto have caused their duly authorized representatives to execute this Agreement on this Date.

Kelly King	3/13/26	Brittni Wegmann	3/13/2026
Kelly King	Date	Brittni Wegmann	Date
Chief Negotiator Hillsborough County Public Schools		Chief Negotiator Hillsborough Classroom Teachers Association	

APPENDIX E: FORMS

Hillsborough County
PUBLIC SCHOOLS
Preparing Students for Life

Notice of Intent to Remove a Student from Class

HCTA-HCPS Contract 4.3.7-10, FL Statute 1003.32(4), (5)

Teacher Information

Teacher Name _____ Worksite _____

Date of Request _____ Grade Level/Subject _____

Student Information

Student Name _____ Student ID _____

IEP: ____ Yes ____ No

Briefly explain how this student disrupts your teaching or affects their classmates' ability to learn. Attach any records of interventions, parent contacts, meeting notes, disciplinary action, detention notices, and/or referrals to guidance and administration completed. Describe the incident, including specific behaviors that led to the removal request. Please include any relevant context related to this request.

Placement Review Committee Decision

____ Approved: Student will not return to the petitioning teacher's class. ____ Denied: Student will return to class

Provide written justification for the decision. Describe the specific support that will be provided to the assigned teacher. If the student has an IEP or is under ESE evaluation, the IEP Team must be consulted. Attach additional documentation as needed.

Committee Member Signatures

Faculty-selected teacher _____ Date _____

Teacher-selected teacher _____ Date _____

Principal-selected staff _____ Date _____

Principal signature _____ Date _____

Distribution: Principal
SB 91100 (Approved 6/30/2025)

TEACHER CONTRACT
2026-2029
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