



Hillsborough Classroom Teachers Association
and
Hillsborough County Public School



***Teacher and ESP Salary Settlement
2011-2012***

Tentative Agreement

1. The School Board of Hillsborough County Public Schools (hereinafter referred to as the Board) and the Hillsborough Classroom Teachers Association (hereinafter referred to as HCTA) agree to the proposed language changes to the 2010-2013 teacher contract (Attachment B).
2. The Board and HCTA agree to provide \$750 to eligible instructional employees and \$400 to eligible educational support personnel (ESP) to help offset the required 3% employee contribution to their Florida Retirement System retirement fund. Payment(s) shall be as follows:
 - Teachers: \$500 in November 2011 and \$250 in May 2012
 - ESP: \$400 in November 2011
3. The Board and HCTA agree the SDHC will pay the full cost of the employee-only health insurance premium for designated health plans offered by the SDHC for the 2011-2012 school year.
4. The Board and HCTA agree the SDHC will pay the Humana increase for all health plans for the 2011-2012 school year for active employees and employees on certain leaves of absence.
5. The Board and HCTA agree to provide a \$1000 payment to eligible National Board Certified teachers. Payment shall be as follows:
 - \$500 in November 2011 and \$500 in May 2012
6. The Board and HCTA agree no paid personal days may be used by instructional employees on November 18, December 16, March 9 or May 25. Exceptions will be reviewed if the reason for request is scheduled prior to ratification and Board approval.
7. The Board and HCTA agree that the Board will pay fingerprint monitoring fees for the approximately 20 percent of instructional and ESP employees who are due for renewal during the 2011-2012 school year.

Charles W. Raburn
Chief Negotiator
School District of Hillsborough County

Date

Stephanie Baxter-Jenkins
Chief Negotiator
Hillsborough Classroom Teachers Association

Date

Teacher Bargaining Unit**Proposed Contract Language Revisions
2011-2013**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, sexual orientation, marital status, race, creed, color, national origin, disability, or membership or participation in the normal activities of the HCTA.

22 TENURE /NON-PROBATIONARY STATUS

22.1 Tenure Procedure

22.1.1 Tenure ~~has~~ 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.

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 in a “non-probationary” status.

22.1.2 To be eligible for tenure, ~~and~~ or remain ~~on~~ in a tenured or non-probationary status, the teacher shall have a ~~regular~~ valid Florida professional teacher certificate.

22.1.3 New teachers shall have completed three consecutive years of teaching in Hillsborough County and shall have received a fourth appointment without reservation. A teacher who has previously held a continuing or professional services contract in any public school district in this state shall serve a probationary period of two consecutive years, and shall have received a third appointment without reservation.

22.1.4 When an administrator has reservations concerning a probationary teacher’s performance, prior to granting ~~tenure~~ non-probationary status, said teacher may be required to serve a fourth year of probation. Reasons shall be given in writing to the teacher and a copy submitted to the Division of Human Resources with the recommendation for renomination to a fourth probationary year on annual contract.

22.1.5 A teacher who is promoted to a higher position or transfers to a position other than classroom teaching may qualify for ~~tenure~~ non-probationary status in the new position.

22.1.6 A teacher may earn ~~tenure~~ non-probationary status in any of the positions included in the teacher bargaining unit.

22.1.7 A ~~tenure~~ non-probationary teacher may be employed into a temporary appointment.

22.1.8 ~~Non-tenured~~ Annual probationary teachers who are employed in a temporary position of a year or

more duration shall be credited with that time for purposes of ~~tenure~~ non-probationary status

22.1.9 A copy of the previous tenure law shall ~~be placed~~ remain in each work location.

22.2 Employee Status Definitions

- A. Tenured Teachers: Those teachers hired prior to July 1, 2011, who had achieved permanent tenured status pursuant to the Hillsborough County Tenure Act. 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. Non-Probationary Teachers: Those teachers who had not gained tenure prior to July 1, 2011, but who successfully complete three years of service and have an expectation of continued employment.

The parties agree that teachers who attained professional services contract status in another jurisdiction may be eligible for non-probationary status after two years of service. For purposes of this contract, all such teachers will be considered non-probationary and eligible for any contractual benefits designated to non-probationary teachers to the extent language differentiates based on non-probationary status.

23.3 Dismissal From Employment

23.3.1 ~~Any Hillsborough County teacher may be discharged from employment in accordance with the grounds and procedures set forth in the Hillsborough County Teacher Tenure Act.~~

- A. A Hillsborough County teacher 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; decisions rendered by the school board are final and will not be subject to the grievance and arbitration process of this contract or any other appeal.
- B. For teachers who had acquired tenure prior to July 1, 2011 or for any non-probationary teachers, the following applies. Before any teacher shall be discharged from his or her employment after the completion of a probationary period of employment by such teacher, charges in writing against such teacher specifying one or more of the causes specified in Section 23.3.1A, 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

