

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
OF THE STATE OF FLORIDA IN AND FOR HILLSBOROUGH  
CIVIL DIVISION

LUCAS SEIDMAN  
Plaintiff

CASE No.: 26-CA-000617

VS

Hillsborough County Public School District  
Defendant

Division: A

**Plaintiff's Motion for Leave to Amend Complaint**

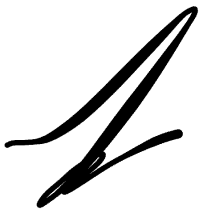
Lucas David Seidman, Conducting his own Cause *in forma pauperis*, hereby moves the Honorable Court to allow entry of his Second Amended Statement of Complaint for the following reasons:

- 1) It is in the interest of Justice.
- 2) Defendant is not prejudiced as no new material facts have been added.
- 3) It represents an easier to read and understand version of Plaintiff's previous filings, with numbered arguments.
- 4) It has reduced scandalous or extraneous matter.
- 5) Proper instruments as exhibits are attached but none excessive.
- 6) Defendant has not ANSWERED and further only filed a Sham Motion to Dismiss based on Plaintiff's original complaint. This entitles Plaintiff to make further effort to submit clear, justiciable arguments to the Court so that proceedings will be facilitated and not hindered.

7) That Defendant has not answered but motioned for more definite statement invites this amending and its entry should hopefully begin a new period in which to ANSWER, the Motion to Dismiss now MOOT as its subject is now inoperative, though their substance is contained in the Second Amended Statement of Complaint.

Made known here Defendant has been properly served through Efile this day, Wednesday, April 15th, 2026.

Offered with respect to the Court in the light of Truth and in the pursuit of Justice,

A handwritten signature in black ink, appearing to be 'L Seidman', with a stylized, cursive-like flourish.

Lucas Seidman  
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Tampa, Florida 33621  
[TCL08@protonmail.com](mailto:TCL08@protonmail.com)  
(813) 954 - 3907  
Plaintiff, *in forma pauperis*,  
Conductor of His Own Cause

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
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**PLAINTIFF'S SECOND AMENDED STATEMENT OF COMPLAINT**

In order to foster the application of Justice, find herein the following sequenced arguments, in proper form and format, with short, plain statements, in the correct font and size, with proper Causes of Action and copious Ultimate Facts, as LUCAS DAVID SEIDMAN swears here and now before The Citizenry that he makes no statement knowingly that is not Truth nor Fact, and gives clarity that no “material facts” shall remain in dispute through convolution of narrative, dilatory or other unethical concealment within:

**THE COMPLAINT**

1) A “**victim**” is a person who suffers direct or threatened physical, psychological, or financial harm as a result of the commission or attempted commission of a crime or delinquent act or against whom the crime or delinquent act is committed.

*Florida Constitution Article 1, Section 16*

2) SOME CHARGES AGAINST DEFENDANT HEREIN NAMED ARE CRIMINAL ACTS.

PLAINTIFF IS UNDISPUTEDLY A VICTIM.

PURSUANT TO THE CONSTRUCT OF FSS 960.0021 and ARTICLE 1, SECTION 16 OF THE FLORIDA CONSTITUTION, PLAINTIFF INVOKES THE RELEVANT AND

AVAILABLE FLORIDA CONSTITUTIONAL PROTECTIONS OF MARSY'S LAW AS  
APPLIED TO THE VICTIMIZER OR ITS ASSOCIATES.

**3) Every victim is entitled to the following rights, beginning at the time of his or her  
victimization:**

- (1) The right to due process and to be treated with fairness and respect for the victim's dignity.
- (2) The right to be free from intimidation, harassment, and abuse.
- (3) The right, within the judicial process, to be reasonably protected from the accused and any person acting on behalf of the accused. However, nothing contained herein is intended to create a special relationship between the crime victim and any law enforcement agency or office absent a special relationship or duty as defined by Florida law.

**4) (6) A victim shall have the following specific rights upon request:**

- (8) The right to the prompt return of the victim's property when no longer needed as evidence in the case.
- (9) The right to full and timely restitution in every case and from each convicted offender for all losses suffered, both directly and indirectly, by the victim as a result of the criminal conduct.
- (10) The right to proceedings free from unreasonable delay, and to a prompt and final conclusion of the case and any related post judgment proceedings.

**5) Herein the above rights are REQUESTED.**

**6) The Victim, LUCAS DAVID SEIDMAN, his RIGHTS also as a citizen of Florida and thus these United States INVOKED (hereinafter "Plaintiff"), Conducting His own Cause pursuant to the construct of FSS 454.18, attaches suit to the Defendant, Hillsborough County Public School District, represented by its Board, (hereinafter "Defendant"), and FEARLESSLY AND COMMITTEDLY CHARGES:**

**7) Unlawful enactment of written and published policies Subversive to the State of Florida's Preemption of the Field of Firearms in its entirety and relating, in the material facts of this case,**

specifically to the constructive possession of firearms in HCTA-contracted Instructional Staff private vehicles that did lead to:

- 8) Unlawful Search and Seizure, violation of Privacy Rights and protective Statutes
- 9) Unlawful Arrest, and Imprisonment
- 10) Charges of employer Negligence and Unlawful Inducement
- 11) Unlawful Termination that represented Breach of Contract
- 12) loss of income, Court-declared Indigence, needless public defamation and further various *severe adverse effects*.

### **13) NATURE OF ACTION**

This action seeks, under the invocation of permissive Joinder of Causes by the same Plaintiff as defined in the Florida Rules of Civil Procedure 1.270:

A) Injunction against these Unconstitutional, unlawful policies, with Writ of Mandamus ordering removal of all Unlawful and Unconstitutional policies written and published by Defendant in an *ultra vires* manner, pursuant to the Laws of this State and designed to restrict Employee action regarding the Lawful and secure possession of personal firearms or other defensive items in a personal conveyance.

B) Declaration in the full view of The Citizenry and its Judiciary Record that parking for HCTA-contracted personnel, assisted by language in the HCTA contract, is not defined as a “privilege” and, without limiting other applications of this concept, places said parking outside of the reach of FSS 790.115(2)(a)(3), which is clearly intended for regulation of contents of conveyances of students, invitees, visitors and other classifications of persons that regularly appear statewide on School Property or at School-sponsored events.

C) Declaration with lasting impact that Educational Staff enjoy the protections as prohibitions of FSS 790.251(4), rendering facial construction of FSS 790.251(7) unlawful with respect to State and Federal Law and further Unconstitutional, both within Florida and when compared to the inalienable Rights of all US Citizens.

D) Recovery of actual damages incurred as a result of Defendant's enactment, through non-instructional personnel and Law Enforcement acting upon advisement of non-instructional personnel, of excess and Unconstitutional firearms possession policies in Violation of the State's Preemption of the Field of Firearms found in FSS 790.33 leading to Unlawful Search and Seizure, hasty public defamation, wrongful Termination, Breach of Employment Contract on the part of the Defendant, financial hardship, violation of Rights and further *adverse effects*.

E) Reasonable attorneys fees accumulated as a result of initiating and seeing this action through to its Just end.

F) Any damages the Court sees fit to award Plaintiff outside of the scope of collection of statutory maximum defined in FSS 790.33 but in accordance with relevant Florida Statutes or Self-executing Constitutional Articles governing employer Negligence, Breach of Contract, and Violations of Constitutional and Statutory Rights of Private Citizens by Law Enforcement when Law Enforcement is acting under the direction of Public School Districts or their designees.

#### **14) REASON FOR PERMISSIVE JOINDER**

This Cause arises from five distinct triable legal domains, any of which could be rightfully used to seek Declaratory, Injunctive or Compensatory Judgment against Defendant. They are:

A) cause of severe adverse effects due to Defendant's enactment of policies in violation of the State's Preemption of the Field of Firearms found in FSS 790.33 *and*

B) Violation of citizen's protections under FSS 790.251 *and*

C) employer Negligence and Unlawful Inducement, through enactment of *ultra vires*, non-transparent policies on the part of Defendant, that left Plaintiff unnecessarily exposed to administrative and legal consequence *and*

D) violation of the Statutory Empowerments and Florida Constitutional Rights of a Natural Born Citizen of this state during District-enacted procedures *and*

E) Breach of Contract, following Unlawful Termination on the part of Defendant which did cause Plaintiff much undue financial hardship and emotional distress.

**15)** None of these Causes specifically arises from another, and yet each of these Violations represents a triable cause surrounding the same set of material facts and relevant Laws.

**16)** In the interest of preservation of judiciary resources, that Justice may be delivered without unnecessary cost or delay, and that the maximum impact of any meaningful, forward-looking policy changes brought about by Plaintiff's prevalence concerning Declaratory, Injunctive or Compensatory Judgment shall be realized by interested parties, it is best that the substance of these proceedings be consolidated.

**17)** Further, if they were to be split up for simplicity's sake, the rules of this Court would demand they be consolidated. Thus, there is no "shotgun pleading" here. Only faithful delivery of the Truth as best Plaintiff can deliver it, in the form required by the Rules, and in the interest of Judiciary Economy.

### **18) PARTIES, JURISDICTION, AND VENUE**

A. This is an action for damages which does exceed \$50,000, exclusive of court costs, attorney's fees, and interest, and therefore within the jurisdiction of this Court.

B. Defendant is a public school district, regularly conducts business in Hillsborough County, Florida and is subject to jurisdiction of this Court.

C. Plaintiff is of full age of majority and indigent, having previously resided in Hillsborough County and been employed by Defendant, having been technically indigent in the employ of Defendant and certainly thereafter.

D. This Court has subject matter jurisdiction over these parties for the claims asserted herein, due to the Causes of Action arising within the jurisdiction of this Court and therefore venue and jurisdiction are proper.

E. This Court has personal jurisdiction over Defendant because: (a) Defendant is operating, present, and/or doing business in Hillsborough County, Florida and (b) Defendant's declaration of Unlawful policies, breaches of contract and further grievous actions occurred within Hillsborough County, Florida, wherein they do continue to have Unlawful, Adverse impact on some large number of Hillsborough County residents daily.

F. Venue of this action is proper in this Court pursuant to Florida Statute 47.011, as the Causes of Action alleged and all material events giving rise to this suit occurred within Hillsborough County, Florida.

### **CHRONOLOGY**

19) From on or around August 2024 until on or around May 2025, Plaintiff was employed by Defendant as Instructional Staff, governed by HCTA Contract with provisional status. In this

time he performed all necessary job functions, was evaluated well, had candor with students and colleagues, and was transferred as part of a reduction in staff at one high school to another nearby.

**20)** On or around May 2025, Plaintiff did sign a contract that committed him to working for Defendant for two additional years from the signing, as part of the Heroes in the Classroom program, with reason to believe such employment was a two-way obligation for that time period. (Plaintiff Exhibit A)

**21)** On or around August 2025, Plaintiff began reporting to work at his new posting, Defendant property, traveling from RV Site via the use of his 2014 Honda Ridgeline.

**22)** On August 20th, 2025, Plaintiff was pulled over by the Hillsborough Sheriff's Department in a routine traffic stop. After disclosing Lawful possession of a firearm in his conveyance pursuant to FSS 790.01(1)(b), FSS 790.06, FSS 790.25(2)(a), FSS 790.25(2)(h), and FSS 790.25(4), all of these guided by FSS 790.33, Plaintiff continued traveling to work, parked in Instructional Staff parking area, and fulfilled daily instructional duties.

**23)** Having received an email from the Deputy who initiated the morning traffic search, (Plaintiff Exhibit B, page 10) the School Resource Officer, a Hillsborough County Sheriff's Deputy, prompted Site Manager to invite Hillsborough Schools Investigators working for Defendant's "Office of Professional Standards" to investigate Plaintiff. Two investigators accompanied Defendant designee Site Manager to Plaintiff's classroom where they informed him that the School Resource Officer had communicated with them and asked him if he had a firearm in his truck. He responded that he did possess a firearm. They insinuated an emergency and said they needed to "get it out of there." Unaware they believed his possession was against their

policy, even after having himself read the PDF Employee Handbook (Plaintiff Exhibit C, page 27), Plaintiff gave his keys to detectives and permission to “get the firearm out of the truck”, then continued teaching class.

**24)** While he was instructing students, District Law Enforcement personnel violated Privacy and initiated Unlawful Search and Seizure, recovering the firearm as authorized but also continuing to search outside of the scope that they had limited themselves to through their own words and the scope that the consent was contingent on and recovered an unsharpened Japanese Iato training/decorative blade. Due to the Search being outside of his presence, Defendant could not terminate the search at will.

**25)** Under Defendant designee advisement, Plaintiff was removed from classroom, searched repeatedly, and then invoked his 5th Amendment Right to not give a statement.

**26)** At or around 11AM, Plaintiff was Unlawfully arrested. His hands were secured behind his back and he was led out into the public view where students and staff could see him, and into awaiting Sheriff’s Deputy vehicle, where he was taken to the Orient Road jail and processed. (Plaintiff Exhibits B, D, E, F...)

**27)** Plaintiff was Unlawfully Imprisoned at the Orient Road jail until he did make a first appearance and was subsequently bonded out with orders to surrender firearms. Plaintiff was qualified as Indigent by the County Court. (Plaintiff Exhibit M)

**28)** While incarcerated, Plaintiff did endure 3 counts of public defamation. 1) His mugshot was posted on the internet. 2) An advisory phone call was sent out to the entirety of the campus parent Community using his full name. 3) Public Forums on Facebook, due to this phone call and other released information, did contemplate Plaintiff as a criminal. (Plaintiff Exhibit N)

**29)** On 8/22/2025, Plaintiff did have a meeting without being offered the benefit of a Union representative present at the Defendant's "Office of Professional Standards" where he was offered Termination or Resignation without the benefit of waiting for any adjudication or lack thereof and without a hearing where he might be represented by his Union or an attorney, a subversion of the published Due Process. Plaintiff was thereafter placed on suspension.

(Plaintiff Exhibit O)

**30)** Plaintiff did receive a series of certified mail correspondence from Defendant informing him that he had violated Board Policy 3217 and that his Termination would be brought up before the school board during the next school board meeting, which is the correct procedure according to the HCTA contract. In this time Plaintiff did address Defendant during Open Forum, informing them of his innocence and the adverse effects of their policy. (Exhibit Q) Plaintiff and his Cause, before any adjudication, and without any real threat or exhibition, was folded into the consent agenda of the meeting of Defendant, September 10, 2025, at which time he ceased to be employed by Defendant, a wrongful Termination. (Plaintiff Exhibit R)

**31)** Plaintiff summarily did endure a loss of income, income guaranteed by his yearly HCTA contract (Plaintiff Exhibit W) and by his additional two-year contract, that left him unable to pay various credit card, loan and other bills, many of which he had acquired during his employment with Defendant, in accordance with the financial security of having a written two-year contract to rely on and no reason to believe that he would not be steadily employed for the period of two years.

**32)** As a result of this Hardship, Plaintiff did experience a severe reduction in his credit rating, which continues to cost him increased interest, and a marked lack of ability to buy things on credit, an unenviable position that will last years beyond these proceedings.

**33)** Plaintiff did endure the inability to gain entry into an accredited educational institution because of the open status of a felony case against him, a discouraging adversity.

**34)** Plaintiff did endure possible permanent loss of status as an Educator, at least in Florida, pending the outcome of any criminal adjudication, being then possibly answerable to the Florida Department of Education, ultimately deciding whether or not Plaintiff will be able to keep a job that he is passionate for and that suits him physically because of his military service-connected disability.

**35)** In his Poverty, Plaintiff was unable to afford attorney's fees for his criminal proceedings and was forced to represent himself. (Plaintiff Exhibit AF)

**36)** Due to the Breach of Contract and due to the Unlawful written and published firearm policies and unlawful enforcement of same, Plaintiff continues to endure indigence, other financial hardship, increased physical stress and pain, has endured the emotional and social stigma of being labeled as a felon or pending felon, the stigma of having been escorted as an Instructional Staff member off of a campus in handcuffs, a disgraceful, symbolic action, and the stressful outlook of an uncertain future due to Defendant's Negligence, and Unconstitutional and Unlawful actions, all stemming from their Unlawful policy.

**37) Definition**

A Legal Definition from Black's Law Dictionary

Ultra Vires - A body exercising an invalid excess or power of authority.

The term is Latin in its origin.

*Ultra* means above or beyond, approximately.

*Vires* is purported to mean strength.

*Vires* shares a Proto-Indo-European Cognate with *virya*, which is a Sanskritic word with context similar to power or strength but ultimately is commonly as “masculine power”.

And thus “beyond masculine power”

When organizations act to enforce policies outside of the scope of what power a granting authority like the Florida Legislature has given them, they are acting “beyond their strength “ or, perhaps beyond the limits of even the greatest men.

### **38) Statutory Basis of For Plaintiff’s Prevalence by Specific Claim**

Notwithstanding all further applicable Rights and Statutes that govern judgments and damages sought after violation the Law which no Citizen should be made to endure, the following is an ordered listing of CRIMES done unto Plaintiff by Defendant:

## **I**

### **39) Violation of The State’s Preemption of the field of Firearms as found in FSS**

#### **790.33 resulting in Adverse Effects**

### **40) Specific Cause of Action:**

#### **Florida State Statute 790.33(3)(f)(1)**

1. A person or an organization whose membership is adversely affected by any ordinance, regulation, measure, directive, rule, enactment, order, or policy, whether written or unwritten, promulgated or caused to be enforced in violation of this section may file suit against any county,

agency, municipality, district, or other entity in any court of this state having jurisdiction over any defendant to the suit for declaratory and injunctive relief and for actual damages, as limited herein, caused by the violation. A court shall award the prevailing plaintiff in any such suit:

a. Reasonable attorney fees and costs in accordance with the laws of this state, including a contingency fee multiplier, as authorized by law; and

b. The actual damages incurred, but not more than \$100,000.

2. If after the filing of a complaint a defendant voluntarily changes the ordinance, regulation, measure, directive, rule, enactment, order, or policy, written or unwritten, promulgated or caused to be enforced in violation of this section, with or without court action, the plaintiff is considered a prevailing plaintiff for purposes of this section.

Interest on the sums awarded pursuant to this subsection shall accrue at the legal rate from the date on which suit was filed.

**And**

**II**

#### **41) Violation by an employer of the Statutory Protections of FSS 790.251**

##### **Specific Cause of Action**

**42)** As found in FSS 790.251(6):

(6) ENFORCEMENT.—The Attorney General shall enforce the protections of this act on behalf of any customer, employee, or invitee aggrieved under this act. If there is reasonable cause to believe that the aggrieved person's rights under this act have been violated by a public or private employer, the Attorney General shall commence a civil or administrative action for damages, injunctive relief and civil penalties, and such other relief as may be appropriate under the provisions of s. 760.51, or may negotiate a settlement with any employer on behalf of any

person aggrieved under the act. However, nothing in this act shall prohibit the right of a person aggrieved under this act to bring a civil action for violation of rights protected under the act. In any successful action brought by a customer, employee, or invitee aggrieved under this act, the court shall award all reasonable personal costs and losses suffered by the aggrieved person as a result of the violation of rights under this act. In any action brought pursuant to this act, the court shall award all court costs and attorney's fees to the prevailing party.

**43) Assertion #1:**

**There is no convincing reading of Florida law wherein Defendant did not fully enjoy Statutory Protections, found as Prohibitions, in FSS 790.251(4) nor the general lawful, superseding statutory Right to possess firearms pursuant to FSS 790.25(2)(a), among others, and violation of such statutory protections is a crime, subject to civil action as indicated in the above Statute and FSS 790.33.**

**44)** The State of Florida legislature has preempted the field of firearms in its entirety in FSS 790.33.

**45)** All employees, invitees, attendees, and other classifications of visitors to any business, with schools constituting such entities, enjoy the protections of FSS 790.251, unless their parking is regulated by site-specific State or Federal Law, as found in FSS 790.251(7), and thus they enjoy the right to constructively possess a firearm in their conveyance for self defense purposes unless otherwise compelled by State or Federal law.

**46)** The Florida Legislature does allow that individual school districts can waive the FSS 790.25(4) exception found in FSS 790.115(2)(a)(3), but requires specific language according to *State v. Ragland*, 789 So. 2d 530, 534 (Fla. 5th DCA 2001); and *Forrester v. Sch. Bd. of Sumter Cnty.*, 316 So. 3d 774 (Fla. 5th DCA 2021).

47) It is of note Districts are given the power to regulate “student and campus parking privileges.” (FSS 790.115(2)(a)(3))

48) Hillsborough County School Board Policy 3217 does not, nor do any of the policies of Hillsborough County School District, properly waive the FSS 790.25(4) exception found in FSS 790.115(2)(a)(3), what has become commonly known as “adequate notice of waiver”, as demanded by the Florida Legislature, as indicated by the above named appellate court cases.

49) This means, without containing the express notice of waiver, all district policies remain generally prohibitive policies that cannot be used to move Law Enforcement to search and arrest under the power of FSS 790.115. (*State v Ragland* and *St. Lucie County School Board v. Potts*, Case No. 22-3771TTS (DOAH June 20, 2023) (Recommended Order).

50) Therefore, the Defendant, at time of search and arrest, still enjoyed the protections of FSS 790.251, as would any invitee, customer, employee, or visitor on district property.

51) This means, specifically, according to *Ragland*, that Hillsborough District sworn law enforcement search and seizure and separate but linked Sheriff’s Department, holding SROs as subordinate in the school chain of command through preponderance of evidence, arrest and charging have been carried out **unlawfully, in violation of FSS 790.251 and FSS 790.33.**

52) Notwithstanding this straightforward reading of controlling or persuading case law, FSS 790.251 indicates FSS 790.115, which has specifically given districts the ability to waive or abrogate the statutory protections found in FSS 790.25(4) for parking privileges, but the legislature has not given specific power to any body, and more importantly has reserved for itself through FSS 790.33, the ability to waive, abrogate or otherwise abridge the right to own, possess, and use firearms as found in FSS’s 790.01(1)(b), 790.25(2)(a) or 790.25(2)(h).

53) This means that with or without a notice of waiver, the Defendant still enjoyed the statutory protections for the Florida Outdoorsman and Army Reservists subject to recall, constructively possessing in a locked conveyance a firearm contained within a snap button holster, and the protections of FSS 790.01(1)(b).

**54) Further, FSS 790.25(3) offers a superseding construction, bolstered by FSS 790.33, that through any plain text or supremacy of text reading quite simply “means what it says.”**

55) The conclusion of this is that, based on the material facts, and all evidence entered and to be entered, Defendant was authorized to constructively possess a firearm or concealed weapon of any kind within his conveyance, and in nearly any safe manner because FSS 790.25(2) does not require for weapons the specific condition of secure encasement AND the Defendant was not, nor is to this day, authorized to violate such statutory protections, nor make locally-spawned policies that can be construed to violate these protections through adverse action taken.

**56) Any such adverse action is prohibited by FSS 790.251(4).**

57) It is of further interest that even the Federal Gun Free School Zone Act of 1990 permits those with authorization from the state to possess weapons perhaps anywhere on campus as well as those under an employment contract with a school, via its parent organization the District, that has not addressed waiver of any Fundamental Rights but invokes and affirms State Law, both of which the Defendant enjoyed.

**58) This means, without threat or exhibition, there is no Federal, State, or district policy that is actionable in terms of its ability to be used for probable cause, search, seizure, arrest, and further, any kind of prosecution, making all Law Enforcement action in this case carried out ILLEGALLY.**

**59) This same chain of events brings about the substance of Crime II, violation of FSS 790.33.**

**60)** Filed evidence shows **specific adverse effects**, with recognition that the violation of the State's preemption itself is the genesis of nearly every word that shall be written or spoken regarding this matter but not the fundamental cause of all troubles listed within, more likely chalked up to insufficient emergency chains of command, a selfish human desire to not be wrong, and lack of subject matter expertise.

**61)** It is not unlawful to have a generally prohibitory or prohibitive policy banning all weapons on a campus. What is unlawful is using that policy to move law enforcement to search and/or arrest, in the absence of any specific Notice of Waiver or, in this case, in the absence of any legislative authority giving the Hillsborough school district the right to abridge or abrogate protections found in FSS 790.25(2) subsections, or FSS 790.01(1)(b), particularly for those acting in support of school-sanctioned activities.

**62)** The moment that a locally-spawned policy that is outside of the specific power that has been given through statute to a duly constituted body like the school district or its board is used in place of the law, that is called violation of the State's Preemption.

**63)** The state has preempted, *taken* for itself, **all** of the power, only *given* some here and there when it determined it was necessary to make life safer for others, and then to go outside of the specific and narrow power that the state has given to any body to regulate firearms in places that would otherwise be absolutely lawful to do so is violation of preemption.

**64)** There need not be more evidence already filed, though there will be, that demonstrates such violation and adverse effects.

**65)** The cardinal rule of statutory construction is ‘that a statute should be construed so as to ascertain and give effect to the intention of the Legislature as expressed in the statute.’ ” *City of Tampa v. Thatcher Glass Corp.*, 445 So. 2d 578, 579 (Fla. 1984) (quoting *Deltona Corp. v. Fla. Pub. Serv. Comm’n*, 220 So. 2d 905, 907 (Fla. 1969))

**66)** FSS 790.33 could not be clearer in its encouragement of private citizens and organizations composed of them to seek civil redress when unduly hindered by *Ultra Vires* policies that create arbitrary enforcement environments, 14th Amendment violations, and can only ever end in unlawful, perhaps seditious abridgment of Fundamental and Secured freedoms.

**67)** Logical preponderance of the various weapons statutes compiled, for the benefit of imminent Defendant policy change, bringing itself into legal compliance and reducing exposure while retaining maximum prosecutorial power for actual criminals, should they really appear on campus, suggests that those individuals who are not under contract or employed by the school district enjoy parking “privileges”, distinct from contracted employees as further defined below, and are generally subject to felonies, or in the case of those *with* authorization, misdemeanors, should they be found to be possessing a weapon on campus.

**68)** Further evidence not yet entered into the record shows the State Attorney’s office as considering Hillsborough County Public School District’s generally prohibitive policy to be capable of criminalizing an otherwise lawful act.

**69)** This is incompetent legal interpretation and violative of State’s Preemption. That the State’s Attorney can’t or won’t enforce laws correctly and attempts to push District policy *as* a law cannot serve as the basis for Defendant’s failure to conform to State Law, nor should Defendant

let such cronyism lure it into a sense that it's acceptable to act outside of its State-mandated powers.

**70)** Though Plaintiff highlights for this court that the 2nd DCA has never ruled on this matter directly, the fruits of 5th DCA findings have been used in all 67 counties. Hillsborough County is conspicuously behind as just over a bridge the policies announce the law without hiding from it, as seen in evidence. (Plaintiff Exhibit AO)

**71)** As they are contracted with NEOLA, the School Board is well aware of what a Notice of Waiver is, how specific it must be, and had not included one in their policies, making them also guilty of violating the State's Preemption of the Field of Firearms as found in FSS 790.33 when using these policies to move law enforcement to arrest.

**72)** The initial choice to not respect the privacy of employee conveyances, as demanded by both the US and Florida Constitutions AND the statute in question, created a cascade of violations on 8/20/25 by Defendant, and there's no good argument against this nor Defendant's direct liability in the matter.

**73)** Further, the contract regularizes employee attendance at District facilities in support of the academic work day, which must be seen to be the paramount "school-sanctioned activity", as it is the core purpose of our academic institutions.

**74)** That employee conveyance in private automobiles is seen as a necessity to the function of nearly all "school-sanctioned activities" means all action taken by Contract Educational Staff to safely, lawfully convey themselves to their place of duty represent actions taken in support of the function of the institutions.

75) If, as their contract invokes and affirms Florida law, they lawfully possess firearms in their vehicles, then they are certainly possessing them “in support of school-sanctioned activities” and that action is “authorized” in every way it must be by a binding contract that invokes and affirms Florida State Law.

76) Therefore, barring any threats or unlawful exhibition, barring any negligent storage of firearms or discharge of firearms, all as indicated in FSS 790.115, Contract Educational Staff are mostly legally empowered to carry any weapon they would like to, including firearms, because they are doing so in a manner “authorized in support of school-sanctioned activities”.

BRAZENLY:

77) This information aggrieves and will aggrieve those who have wasted municipal effort and money charging and prosecuting Contract Educational Staff in the state of Florida in the last few decades.

78) Upon preponderance of the logical uses of FSS 790.115, upon preponderance of the inherent difference between staff parking and that of minors, age of majority students or other visitors, the straightforward conclusion is that the parking of Instructional Staff, particularly as the HCTA contract assists in its definition, is not a “privilege” and thus is not subject to the prohibitive language of FSS 790.115. (“It is a fundamental principle of statutory construction that where the language of a statute is plain and unambiguous there is no occasion for judicial interpretation.” *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So. 2d 452, 454 (Fla. 1992))).

79) Monetary Compensation Due for Violation of Rights under FSS 790.251: As the statute sets no cap, but the egregious Constitutional violations are otherwise somewhat tortious, though not torts under FSS 768.28, Plaintiff finds it logical and reasonable to borrow from the statutory caps

of State Torts and seeks the maximum because of the compounded nature of the affront, the value of preserving 2nd, 4th, 5th, 9th and 10th Amendment rights for all so absolutely high, that violating them must be prohibitively costly to discourage *Ultra Vires* District or Designee actions.

**80)** This makes for a total price of **\$200,000.00** as a maximum, and **\$100,000** from FSS

790.33(3)(f)(1)

**81)** Plaintiff has been rendered nearly unemployable by Defendant and pleads *in forma pauperis* so all compensation sounds good but offers the Court that because this is an issue of great public importance, and a way of not violating, besides all of the rights listed above, the 14th Amendment rights of all teachers, specific equal protection under, not just “the law”, but the actual FSS 790.251, the award shall hopefully then be close to the maximum of whatever amount this Honorable Court shall set as the maximum as it relates to the cause of action in FSS 790.251(6).

**82)** Clarification: As facial readings of FSS 790.251 can be confusing, a Notice of Constitutional Challenge is attached to this case. The Attorney General is charged with enforcing the Statute and thus a complaint for violation of FSS 790.251 has been filed with its office and receives service on this case.

**83)** This does not preclude filing of private Civil action.

**84)** Second Clarification: Plaintiff cites generally the substance of Amici Curiae from *United States v Ayala*, a Federal case, but a local and relevant one, as it considers the substance of FSS 790.251(7). To put it succinctly, most work sites that have any Legislative power to further

restrict the possession of firearms on their property also have robust security and are driven by stringent Federal or State Laws.

**85)** The Legislative intent of FSS 790.251, appears here:

3) **LEGISLATIVE INTENT; FINDINGS.**—This act is intended to codify the long-standing legislative policy of the state that individual citizens have a constitutional right to keep and bear arms, that they have a constitutional right to possess and keep legally owned firearms within their motor vehicles for self-defense and other lawful purposes, and that these rights are not abrogated by virtue of a citizen becoming a customer, employee, or invitee of a business entity. It is the finding of the Legislature that a citizen’s lawful possession, transportation, and secure keeping of firearms and ammunition within his or her motor vehicle is essential to the exercise of the fundamental constitutional right to keep and bear arms and the constitutional right of self-defense. The Legislature finds that protecting and preserving these rights is essential to the exercise of freedom and individual responsibility. The Legislature further finds that no citizen can or should be required to waive or abrogate his or her right to possess and securely keep firearms and ammunition locked within his or her motor vehicle by virtue of becoming a customer, employee, or invitee of any employer or business establishment within the state, unless specifically required by state or federal law.

**86)** A plain text or supremacy of text reading supposes a law means what says.

The Legislature further finds that no citizen can or should be required to waive or abrogate his or her right to possess and securely keep firearms and ammunition locked within his or her motor vehicle by virtue of becoming a customer, employee, or invitee of any employer or business establishment within the state, unless specifically required by state or federal law.

**87)** The text is rather clear.

**88)** And to reiterate no Specific State or Federal Law restricts lawful constructive possession of firearms by Contract Educational Staff, nor can any discretionary policy trigger its “criminalization” and thus anything short of restoring their rights to them by reigning in *ultra vires* action is not Justice.

**89)** Further, pursuant to the Supremacy Clause, considering the United States Supreme Court’s decision in *New York State Rifle & Pistol Association, Inc. v. Bruen*, 597 U.S. 1

**(2022), there is no historical basis nor analog for the uniform prohibitive regulation of the conveyances of school masters, nor those school employees who labor in support of them.**

As a result of unlawful District action:

**90) THE FOLLOWING FLORIDA CONSTITUTIONAL VIOLATIONS BY DEFENDANT, DESCRIBED MOMENT BY MOMENT, AND WELL-DOCUMENTED WITHIN EVIDENCE ALREADY FILED AND SERVED, AND FURTHER EVIDENCE TO COME, SHALL BE TREATED AS TORTS, WITH LEAVE OF COURT, UNLESS THEY ARE SELF-EXECUTING, SEE, *DEPT. OF HEALTH REHAB. SERV. v. Whaley* 574 So. 2d 100 (1991):**

### **III**

#### **Right to Privacy — Article 1, Section 2**

**91) That every natural person has “the right to be let alone and free from governmental intrusion into the person’s private life,” has not been construed by Defendant to remain out of the affairs of private conveyances so long as it is not affecting the health, safety or welfare of the students, which should remain most important, is a matter of great public importance for all Contract Educational Staff and shall not go unredressed.**

**92) Declaratory and Injunctive relief sought is informed by this charge but shall not be different than what is sought herein:**

### **IV**

#### **Search and Seizure Rights under — Article I, Section 12**

**93) That constitutional guarantees of equal protection under the law have not been extended by Defendant in its policy promulgations to Contract Educational Staff, as human beings, trusted**

persons who are, in effect, state officials with direct power over other human beings via *New Jersey vs TLO and State Statute*, far beyond that of the average citizen, affirming in this case Floridian prohibitions against Search and Seizure for age of majority private citizens shall not go unredressed.

**94)** Violation of this is a crime and requires no more Prohibitions than law has already set forth.

**95)** Further “If the statute is ‘clear and unambiguous,’ then this Court does not look beyond the plain language or employ the rules of construction to determine legislative intent—it simply applies the law.” (*Gaulden v. State*, 195 So. 3d 1123, 1125 (Fla. 2016))

**96)** The law could not be clearer in several places regarding what is probable cause to Search and how Searches must be conducted and that warrants are required, even when children are involved.

**97)** To be clearest, Defendant had no right to request a consent search using financial coercion in the form of an authority figure/direct supervisor present and then search his things and then search beyond the scope of their own consent and then comment in a degrading way that the RV dwelling Plaintiff was somehow a lesser man for having clothing in his back seat, as seen in videos which shall be evidence. It is still an assault on Plaintiff’s dignity and good name.

**98)** On the day of grievous Plaintiff arrest, Defendant’s designees, though they falsely indicated an emergency to the Plaintiff, had verbal consent to retrieve a firearm from a truck but no more and no authorization to confiscate any of the contents of the conveyance.

**99)** Their easily convincing an honorably discharged Soldier and dedicated Educator of Children that there was an emergency or danger he could help resolve if only he would give up his keys in the presence of Defendant designee Site Manager may not excuse them from needing a warrant

(Florida Constitution Article 1, Section 12 and FSS 790.173(2)) and certainly represents a kind of implicit financial coercion in a school hallway wherein the encounter could not be terminated (*Florida v. Bostick* (501 U.S. 429)).

**100)** As to whether there was an emergency, the Sheriff's Deputy from the morning traffic stop specifically *emailed* the School Resource Officer about the incident. Had there been any suspicion, quirks in the Plaintiff's demeanor, or an insinuation of credible threat, the traffic deputy most likely would have called, radioed, or even driven to the school himself to follow up.

**101)** The search was also conducted outside of the presence of the Plaintiff, easily rendering, in the criminal proceedings surrounding these events, all Seizures and digital evidence *inadmissible* ( *State v. Hampton*, 333 N.J. S).

**102)** Further, as part of his consent, Plaintiff was not offered the right to terminate the consent search at any time. *State v. Leslie*, 338 N.J. Super. 269, 273 (App. Div. 2001); *State v. Santana*, 215 N.J. Super. 63, 72-73 (App. Div. 1987).

**103)** It is also of note that Law Enforcement had limited the scope of the search *through their own words* by claiming the intention of the search was to retrieve the firearm and thus the Japanese iato, unsharpened and mostly decorative in its nature, was outside of the scope of the search, which was less of a traditional "search" as there was no disagreement about *what* item they were looking for or *where* it could be found, and that retrieval (and not necessarily confiscation) was the end state of the procedure (*Florida v. Jimeno* (500 U.S. 248 (1991), *State v. Younger*, 305 N.J. Super. 250, 256, 702 A.2d 477 (App. Div. 1997)).

**104)** Hillsborough Schools law enforcement specifically chose to seize Plaintiff's items, as seen in video evidence, to be uploaded when appropriate.

**105)** There is then no question as to what agency bears the responsibility for these crimes up unto the point of arrest, wherein an SRO placed the cuffs on and Plaintiff was handed over to Hillsborough Sheriffs for unlawful Imprisonment, not all that different than kidnapping when there's no probable cause and the District an enabler of it.

**106)** These men certainly ride about armed terrorizing and doing further crimes to the subjects of the Crown and such action against the populace is hereinafter enjoined under the Common Law, as further described in the Injunctive Relief section.

**107)** The iato was egregiously inadmissible in the criminal proceedings of this case, which ended in *Nolle Prosequi*, the search itself incurably flawed and the subsequent arresting affidavit so terribly biased against the Plaintiff that to present it to a Jury of this Land would eviscerate the 6th Amendment jurisprudence concepts of Fairness and Impartiality.

**108)** These violations of Plaintiff's Civil Rights are the adverse effect of Defendant's policies themselves Violative of the State's Preemption of the Field of Firearms as found in FSS 790.33.

**And**

**V**

**Further Adverse Effects**

**Abridgment through policy of Plaintiff's 2nd Amendment Rights and rights protecting,**

**among others, the Florida Outdoorsman**

**109)** Plaintiff dwells full time in a recreational vehicle and was coming from and going to a campsite from his place of employment.

**110)** FSS 790.25(2)(h) makes provision for those Citizens engaged in camping expeditions to possess firearms and 790.25(3) “supersedes any law, ordinance, or regulation in conflict herewith.”

**111)** At the time of arrest, Plaintiff was an Individual Ready Reserve soldier with service contract date end 12/04/2027 (Defense Exhibit X) and *subject to formal recall*.

**112)** Pursuant to FSS 790.25(2)(a), Defendant had Right to own, possess and use firearms “when training or preparing themselves for military duty, or while subject to recall or mobilization” and again through FSS 790.25(3) “supersedes any law, ordinance, or regulation in conflict herewith”, modern Laws being “liberally construed to carry out the declaration of policy herein and in favor of the constitutional right to keep and bear arms for lawful purposes...”

**113)** During employment with Defendant, it was not reasonably possible for Plaintiff to Lawfully exercise this Right, bolstered by its superseding construction and driven by the State’s Preemption of the Field of Firearms, and then relinquish such Rights once arriving on campus to conform to inadequate Defendant policies 1217, 3217 or 4217, only then to reestablish these personal Rights while traversing back to the camp site, while still exercising one’s Lawful Rights, those designed to protect the interests of the Florida Outdoorsman or Reservists.

**114)** This represents an Adverse Effect, violative of Rights and more pressingly leaving Defendant unable to possess measures of self-Defense at times and in places it would seem the Legislature has preponderated as being of greater risk to personal safety.

**115)** It must not go without noting somewhere in these proceedings that, notwithstanding all progress made toward clarification of the Law regarding FSS 790.115’s ability to abrogate FSS 790.25(4), at least for certain classifications of campus traffic, at no time does the Legislature

specifically give the ability to the Defendant, or any school district, to Abridge or Abrogate the Legal Protections found in FSS 790.25(2).

**As to False Arrest and False Imprisonment and Malicious Prosecution caused by Defendant leading to Unconstitutional Loss of Liberty and undue anxiety of impending criminal trial**

**116)** Notwithstanding the unenforceable status of District Policy for the above reasons, in Information filed 11/21/2025, FSS 790.115(2)(b) was named as the charging offense but clearly this should have been rendered after minimal, even casual investigation, as FSS 790.115(2)(e), a misdemeanor, through Plaintiff's authorized possession pursuant to FSS 790.01(1)(b), FSS 790.06, and FSS 790.25(2) (a, h, and 4).

**117)** This voided the Information as filed and preceding arrest as *false*.

**118)** To reiterate, in accordance with the language of FSS 790.062 making Florida mostly a "shall-issue state" for qualified Veterans and linked with evidence which documented Plaintiff's placard for camping at EG Simmons Park, Plaintiff was "authorized" to carry a concealed weapon without a permit, having previously been licensed in Florida, and qualifying through FSS 790.06(1)(a-f, i-n).

**119)** At no time did Defendant designees ask specific questions to ascertain the purpose of Plaintiff possessing a firearm or whether or not Plaintiff was authorized to Lawfully possess a firearm in the State of Florida.

**120)** However much was made of Plaintiff's veteran subject to recall status, which is in his personnel file is several places, meaning district designees and the law enforcement associated with their facilities knew full well they could not lawfully stop him from otherwise lawfully

keeping, possessing and using firearms in the State of Florida. **Yet let it be sworn here that Plaintiff, Lucas Seidman, had no idea constructive possession in a vehicle was “against board policy”.**

**121)** There was absolutely no evidence offered in the arresting affidavit, or argument made by Defendant, to suggest or prove that Plaintiff had any nefarious intentions or evil plans when he travelled onto the campus with his firearm on the day in question.

**122)** Any such evidence offered would be a fabrication.

**123)** In their negligence, no one bothered to try and ascertain if, but only collected evidence to the contrary, Plaintiff’s mens rea met the Supreme Court standard for “willfully” as described in *Bryan v. United States*, a necessary element for the charge of FSS 790.115(2)(e).

## **Assertion #2**

**124) Contract Educational Staff Parking is NOT a Privilege.**

**(REPRESENTING A QUESTION OF GREAT PUBLIC IMPORTANCE SIMPLY WAITING TO BE RESOLVED AND that affects probably nearly 200,000 Employees in the State of Florida Every Day)**

**125)** The primary Florida Statute addressing the Search of the private conveyance of any Employee in the State of Florida is FSS 790.251, an act designed to protect Lawful possessors of firearms from employers making terms of their employment contingent upon whether or not they possess a firearm in their vehicle.

**126)** For the most part, this is a protection for all Citizens in the domain of all “businesses” such that no employer may, through its own policies or interests, abridge the Second Amendment or

Florida Statutory Rights of Employees, Customers, Attendees, or other generalized Visitors to such businesses.

**127)** Section 790.251(3) further provides: “Legislative intent; findings.—This act is intended to codify the long-standing legislative policy of the state that individual citizens have a constitutional right to keep and bear arms, that they have a constitutional right to possess and keep legally owned firearms within their motor vehicles for self-defense and other lawful purposes, and that these rights are not abrogated by virtue of a citizen becoming a customer, employee, or invitee of a business entity. It is the finding of the Legislature that a citizen’s lawful possession, transportation, and secure keeping of firearms and ammunition within his or her motor vehicle is essential to the exercise of the fundamental constitutional right to keep and bear arms and the constitutional right of self-defense.”

**128)** This should be, as an extension of The State’s Preemption of the entire Field of Firearms, the primary guiding mechanism for all employer policies, or its presence the reason for specific refusal to formulate additional policies, regarding parking and firearms in the State of Florida.

**129)** However, in an attempt to keep our schools safer, the Law does allow that whereas the conveyances of invitees, attendees, or other visitors could otherwise not be searched, FSS 790.115 can be utilized at a statewide level to enforce parking on various school board properties or at various school board-sponsored events, specifically permitting the Lawful possession of securely encased firearms (790.115 2(a)(3)): “In a vehicle pursuant to s. 790.25(4); except that school districts may adopt written and published policies that waive the exception in this subparagraph for purposes of student and campus parking privileges.”

**130)** The purpose here, for the benefit of all Districts, Law Enforcement personnel and affected Instructional Staff, is to determine what constitutes “student and campus parking privileges.”

**131)** It is of note that at no time does this subsection specifically name “instructional personnel”, “teachers”, or any derivation thereof as being subject to its general regulation. *Expressio unius est exclusio alterius*.

**132)** The gateway to clarification of this statute and the Legislative Intent is the specific use of the word “privileges”.

*Privilege*, from Webster - As a noun:

- 1) a right, exemption, or immunity granted, as a particular benefit, advantage, or favor.
- 2) a right of benefit given to some people, but not others.
- 3) advantage that wealthy and powerful people have over other people in a society.
- 4) a special opportunity to do something that causes the feeling of pride

As a verb:

- 1) to grant a privilege to.
- 2) to record a higher value or superior position to

**133)** Within Plaintiff Exhibit W (Page 28), the HCTA Instructional Contract (2023–2026), Article 7, specifically addresses parking for Educators. “

## 7 Facilities

### 7.1 Facilities

7.1. 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 teacher restrooms.

E. A workroom for teachers containing equipment and supplies to aid in the preparation of instructional materials.

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 teachers to conduct school business which permits privacy of conversation.

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

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

J. It shall be the district's objective to provide teachers technological tools fundamental to meeting the needs of the classroom.

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. Teachers 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."

**134)** With Webster's first definition of privilege, the noun speaks to a thing *granted* while the first verb falls in line contextually with a concept of something *given* to a group of people or to an individual that is theirs to enjoy that others do not have.

**135)** In a modern context, it is *given*, perhaps as a reward, and it can be taken away *by the giver*.

In the case of HCTA contract-regulated Instructional Parking, there is no body to grant a privilege, nor revoke it. As synthesized from the HCTA document, 7.1.H, signed and agreed to by Defendant, Instructional Staff Parking is:

*A mandatory reservation* **or**

a reserved *provision* **or**

a *term or condition of employment* that cannot be unilaterally changed or removed by Defendant without negotiation **or**

a mandatory obligation *imposed* on the district **or**

a bargained-for facility provision that the district is *required* to provide.

**136)** There are any number of ways to describe teacher parking but “privilege”, as it is afforded by one party to another, typically, with the contextual supposition that it could be taken away, is not one of them.

**137)** Parking for students, visitors, and the focal point of all possibly dangerous traffic on a high school campus, sports event attendees, particularly during rivalries or in certain historically violent areas, *is* a revocable condition subject to a high level of regulation for the sake of the Community’s safety. But not Instructional Staff parking.

**138)** Instructional Staff parking, different than student parking, which is noted as specifically being a privilege in other lesser, non-legally binding Defendant communications, typically to students, is *not* a privilege, and the condition held up under legal scrutiny would not fit the definition contextually as applied to privilege.

**139)** Thus FSS 790.115(2)(a)(3) does not apply to Instructional Staff when regulating campus parking.

**140)** This division between campus traffic classifications is further highlighted by the presence of a Florida Teacher Bill of Rights, found in FSS 1015, including a series of Rights and Empowerments that Instructional Staff, apart from students, visitors, and other groups on school campuses, are uniformly and irrevocably endowed with.

**141)** To have included them in with the general campus parking privileges as found in FSS 790.115 is counterintuitive when looking at the Legislature’s clear intention that traditional, common language values like “respect for teachers” or “teachers as the pillars of a community” should be upheld, including wording that gives teachers the Right to use force when necessary, to have control of their classroom, and to further have a series of expectations that helps them keep and maintain order while delivering instruction.

**142)** There must be no sentiment, for the continued improvement of our educational institutions, that Instructional Staff fall into the same relative classification as students, whose own list of statutory Rights is mostly composed of clarified expectations for available considerations that they and their families can exercise to facilitate their education.

**143)** Teachers are simply, statutorily not the same as students, visitors to the campus, or again, most particularly, school sports or other school event attendees drawn from the general public who can easily come “off of the street”, utilize campus parking, populate campus facilities and interact with the campus Community, all under a sense of general invite.

**144)** The maxim *expressio unius est exclusio alterius* is a rule of construction, and not of substantive law, and serves only as an aid in discovering legislative intent when not otherwise manifest. *United States v. Barnes*, 222 U.S. 513 (1912)

**145)** Because it does not name them specifically, and because the Legislature has already separated them as being outside of the scope of the general population through further empowerments, there’s every reason to believe that the Legislature has indicated that Instructional Staff parking is not a privilege, and because it has specifically not named them in FSS 790.115, never intended that their exercise of FSS 790.25(4) should be addressed, nor

regulated with variation by county, which would itself violate the 14th Amendment Rights of a class of people whose sole vocational pursuit in this life is the growth of our Children and the building of our collective Future.

**146)** Upon preponderance of the logical uses of FSS 790.115, upon preponderance of the inherent difference between staff parking and that of minors, age of majority students or other visitors, Plaintiff seeks declarations that the parking of Instructional Staff, particularly as the HCTA contract assists in its definition, is not a “privilege” and thus is not subject to the prohibitive language of FSS 790.115.

**147)** Further, Plaintiff seeks Declaration that Defendant’s weapons policies as written, or even if re-written, are void as related to Instructional Staff if their sole legal enforceability rests in the prosecutorial power of FSS 790.115, as further clarified hereafter.

**148)** It shall also be of import that common complaints that criticize the security or specific insecurity of firearms Lawfully kept in the personal conveyances of Instructional Staff, not based on statute, *could* include the generalized sentiment that the vehicles could be broken into and the weapons somehow utilized by those who should not have them.

**149)** In the HCTA contract, facilities provision 7.1.2 specifically makes mandatory Defendant shall pay the proper attention to the safety and security of the Instructional Staff parking lot, meaning at no time, if teachers should exercise their Lawful Right to possess firearms in their personal conveyance, properly secured, for self-defense or other Lawful purposes, should there be an increase in the general level of risk associated with firearms on campus, so long as the district, in this case Defendant, is fulfilling its responsibilities as enumerated in the legally binding contract.

**150)** Instructional Staff Parking is not a “privilege” and thus teachers fully enjoy the protections of FSS 790.251 and their CTA contract, **with or without** notices of waiver of the FSS 790.25(4) exception found in FSS 790.115(2)(a)(3), notwithstanding all other statutes that afford them the lawful right to possess lawfully owned firearms in their vehicles *or elsewhere* that the Legislature has not specifically given the District the ability to abrogate through FSS 790.115 or corresponding board weapons policies AND it is illegal for the District to promulgate AND then enforce policies otherwise.

**151) Declaratory Relief sought:**

**Contract Educational Staff Parking is not a privilege and is not subject to the prohibitive language of FSS 790.115(2)(a)(3).**

**152)** For the pleading and capture of this specific phenomenon, Plaintiff seeks no specific compensatory damages, but rather will enjoy the moral compensation of receiving due declaratory relief that the policies, as written and published, are unlawful.

**153)** Further compensation shall be had in the form of protecting fellow citizens by gaining court injunction permanently toward Defendant ability to write or publish any policy that is *Ultra Vires*, or even worded too obscurely, which is not the standard for policies that border on law or can be used to move law enforcement.

**154)** Let us ring in an Era of Transparency, wherein the rule of strict construction can and will be followed, and Contract Educational Staff, and any visitor to the campus will be apprised of what is prohibited (or allowed) by very clear and precise language.

**155)** THIS PARTICULAR DECLARATION shall PASS The May v. Holley Test, as derived from a landmark New Smyrna Beach real estate dispute that generally treats declaratory relief.

**156)** THERE IS A: real, present, and practical **bona fide dispute** that exists between Plaintiff and Defendant.

**157)** This invites, or has invited, **Justiciable Controversy** in that Plaintiff seeks a declaration regarding their rights, status, immunity, power, or privilege.

**158)** **Thousands of employees have been left in doubt** as to their rights, status, immunity, power, or privilege.

**159)** There is a present, actual **need** for the declaration, and all affected parties are before the court, in a very general sense.

**160)** The question of standing is indisputable. Petitioner has been defamed, mistreated, hefted with financial burden, still cannot pass an FDLE background check to secure employment that will suit a veteran who can barely walk in some hours and must have justice in this controversy and morally must protect others from similar undesirable outcomes.

**161)** All Declaration in this matter is **Not Advisory**, nor will the Court be asked to grant relief to answer abstract questions, solve hypothetical issues, or provide legal advice.

**162)** Injustice anywhere is a threat to just everywhere. The place is HERE. The Time is now.

**163)** Further, NOTHING PRECLUDES THE PLAINTIFF FROM SEEKING EDUCATIONAL EMPLOYMENT WITHIN THE JURISDICTION OF THIS CIRCUIT AND THUS THIS MATTER IS NOT CLOSED AND PLAINTIFF, RECENTLY ENGAGED WITH THE MATTER IN CRIMINAL COURT, MAINTAINS STANDING AND SEEKS DECLARATION, BY INVOKING Chapter 86 of the Florida State Statutes,

**Power to construe.**—Any person claiming to be interested or who may be in doubt about his or her rights under a deed, will, contract, or other article, memorandum, or instrument in writing or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance, contract, deed, will, franchise, or other article,

memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing, or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

**164)** Herein LUCAS DAVID SEIDMAN does CLAIM, IN GOOD FAITH BEFORE THIS COURT, TO BE INTERESTED BUT NOT REALLY IN DOUBT THAT TEACHER PARKING IS NOT A PRIVILEGE, NEVER HAS BEEN, AND NEVER WILL BE—AND

**165)** Bearing in mind for as soon as possible within these proceedings, AS THERE IS A **HIGH LIKELIHOOD OF SUCCESS** IN ESTABLISHING PREVALENCE ON THE FSS 790.251 and FSS 790.33 counts, that:

**86.111 Existence of another adequate remedy; effect.**—The existence of another adequate remedy does not preclude a judgment for declaratory relief. The court may order a speedy hearing of an action for a declaratory judgment and may advance it on the calendar. The court has power to give as full and complete equitable relief as it would have had if such proceeding had been instituted as an action in chancery.

## **VI**

### **Negligence**

**166)** A negligence claim generally has four elements: (1) a duty by the Defendant to conform to a certain standard of conduct; (2) a breach by the Defendant of that duty; (3) a causal connection between the Breach and Injury to the Plaintiff ; and (4) loss or damage to the Plaintiff. (*Bartsch v. Costello*, 170 So. 3d 83, 86 (Fla. 4th DCA 2015))

**167)** In the case of the specific relationship of Defendant and Plaintiff, Defendant had a duty to inform Plaintiff of any and all policies governing behavior by providing, through clear source material, expectations for behavior that Plaintiff could conform to to best serve and protect the educational environment, particularly when those policies were purported to be matters of Law with implications for safety and significant consequences for Violation.

168) Through its inadequately worded, vague, perhaps Unlawful Handbook, with no additional meaningful verbal or pictorial direction for behavioral expectations related to possession of a firearm in a conveyance pursuant to the Law, Defendant failed in their duty and further exposed Plaintiff to needless legal prosecution and administrative Termination.

169) Because of this Breach of Duty by Defendant, and the later Unlawful actions of Defendant, Plaintiff endured needless legal prosecution and administrative Termination, much of which itself was subversive to Florida State Statutes and the legally-binding contract.

170) As a result of this prosecution and Termination, Defendant caused, through its Negligence and based on the available evidence, significant financial loss and undue distress to Plaintiff.

171) **This is certainly Negligence and then definitely Entrapment by Estoppel wherein the PDF Handbook sets employees up for possible arrest in an arbitrary enforcement environment that violates State Law.**

172) Consider that employees who have a set of expectations surrounding discharge of their daily duties as citizens granted *in loco parentis* powers and others clearly enumerated by FSS 1015 need to be able to act within the specific confines of any board policy and not regularly be subject, while acting within those confines, to the threat of arrest and prosecution.

173) If at any time preponderances lack case law to set standards or give guidance, let *Bruen* remind us there is no non-outlier basis for restricting the 2nd Amendment rights of educational staff, particularly as it relates to their conveyances.

174) Tortious concepts of Negligence can be linked, in this case, with the Employee Handbook, in its PDF and link forms as specific:

## **VII**

### **Fraudulent Inducement**

**175)** Treating the employee handbook as an extension of standing policy treated generally by the collective bargaining agreement, as the district is authorized to follow Florida State Statute to promulgate its policies, provided they are setting them in accordance with the law, however:

**176)** That Defendant has made a false statement in its writing and publishing that it has the authority to limit lawful constructive carry of firearms in employee personal conveyances is more than the Legislature has allowed for.

**177)** The idea that Defendant was not aware that it was performing this *Ultra Vires* action could be the scariest of all, but we will stipulate that Defendant knew.

**178)** There is no question that when Defendant made this policy, and any promissory estoppel by its designees representing probably what is mostly an ill-informed interpretation of statute, as can be found in Plaintiff evidence from the arrest, that Defendant fully expected Plaintiff, and all Contract Educational Staff, to have subscribed to the specific behavioral expectations outlined in its policies.

**179)** Plaintiff did have a justifiable reliance on the published material, Defendant being “the trusted authority” and was justified in looking to its employer for behavioral expectations that would keep them compliant with the law.

**180)** Plaintiff did suffer damages as a result of relying on the misrepresented truth of the lawfulness of possession of a firearm in a conveyance, as presented by Defendant, and did suffer damages, which have been recounted within the original statement of complaint and this addendum. “A governmental employee's negligence that proximately causes injury to another

entitles the injured party to redress”. *Hargrove v. Town of Cocoa Beach*, 96 So. 2d 130 (Fla. 1957).

**As to Declaration of the General Unlawfulness of Defendant’s Weapons Policies (1217, 3217, 4217) as specifically applied to employee parking or for other classifications of campus traffic, indicated policies having failed to provide adequate notice of waiver of FSS 790.25(4)**

**181)** Notwithstanding all generalized reminders about our foundational Bill of Rights and its unbridled extension of The Right to Bear Arms, notwithstanding all generalized reminders about the translation of the Constitution of these United States into the Constitution of our Great State of Florida, Defendant having a written or published policy that further restricts the manner in which Citizens possess firearms is a Violation of the State’s Preemption of the entire Field of Firearms as found in FSS 790.33.

**182)** However, it does seem that the ability afforded school districts to regulate who has a weapon in a conveyance on campus exists to serve the safety of the Community and this civil filing would not criticize such an effort except for 1) laws protecting children still require proper execution of legal processes via FSS 790.173(2) and 2) this safety effort is not carried out with the legal sufficiency to call it supremely effective.

**183)** There are limitations to what individual bodies can enforce or cause to be enforced through FSS 790.115 and how it must be done. Defendant is not doing it Lawfully.

**184)** Under FSS 790.251, as above, the Legislature has determined that no one, as a school and its parent district comprise a duly constituted, corporate body, can be required to waive or abrogate the Right to possess and securely keep firearms and ammunition locked within a motor vehicle by a school unless specifically required by state or federal Law.

**185)** As of this time, there is no specific requirement by state or federal Law that specifically suggests that Instructional Staff, or any other Citizen, must completely waive their Right to possess and securely keep firearms locked within their motor vehicle.

**186)** The fundamental problem, in this case, with Defendant's termination of Plaintiff for violating its firearm policy, and in the case of all traffic on Defendant property, is directly related to the unenforceable nature of its policies as currently written. (Kilbride, School Board of St Lucie County vs. Potts, DOAH)

**187)** Recognizing the authority granted by the Legislature which allow persons to carry firearms in their vehicles, and the liberal interpretation of that Right, the courts in Florida have strictly enforced the way a Notice of Waiver of FSS 790.25(4) must be presented by a school district. (Kilbride, School Board of St Lucie County vs. Potts, DOAH).

**188)** Under the prevailing case Law outlined below, the wording of policies used by the Defendant to prohibit firearm possession on its school campuses does not meet the exacting standards outlined by the Florida appellate courts.

**189)** Defendant's policies only generally prohibit the possession of firearms on school property. Defendant's policies do not expressly waive or revoke the statutory vehicle exception as required by prevailing case Law.

**190)** Two controlling appellate cases mandate this conclusion. (State v. Ragland, 789 So. 2d 530, 534 (Fla. 5th DCA 2001); and Forrester v. Sch. Bd. of Sumter Cnty., 316 So. 3d 774 (Fla. 5th DCA 2021). 1997.)

**191)** In Ragland, a student was arrested for possessing a rifle and ammunition in a vehicle on the property of Brevard Community College.

**192)** The Fifth District Court of Appeal analyzed the written policies of the College, which, like the policies enacted by the Defendant, only generally prohibited the possession of firearms on its school campuses.

**193)** Those policies, however, were faulty because they did not contain an express waiver of the statutory vehicle exception or Right to carry a firearm in a private conveyance.

**194)** The Fifth District held that the failure to expressly state in the written and published school policies that those policies were intended to revoke or waive the vehicle exception contained in Florida Law, meant that there was no waiver of the Right to possess a firearm in one's private vehicle. (Ragland, 789 So. 2d at 533-34.)

**195)** In Forrester, a district school board sought to enforce the same sort of general prohibition against the possession of firearms on its property.

**196)** To do so, the Sumter County School Board enacted written safety policies that generally sought to prohibit and regulate firearms on its property.

**197)** Forrester argued that despite those policies, under then section FSS 790.25(5), he had a Right to possess a firearm in his vehicle at school, as the school district had not adopted a written policy which properly revoked or expressly waived that Right.

**198)** The trial court had found that the school board's general prohibition against possessing a firearm on campus did not conform to the waiver provision in section FSS 790.115(2)(a)3.

Thus, it concluded that the policy was being enforced in Violation of the Law.

**199)** A careful review of the wording of Defendant's firearm policies 1217, 3217, and 4217 reveals only further general prohibitory language with further possible interpretation that possession is authorized, as the text is not explicit enough.

**200)** There is no express waiver or revocation regarding the vehicle exception found in the Law. Ragland and Forrester both compel the reasoning that the Defendant's policy, as worded, does not properly waive the vehicle exception.

**201)** Defendant's failure to include an express statement in its policies that the policy was intended to expressly waive the vehicle exception, effectively prohibiting firearms and other weapons on school campuses, prevents its enforcement. (*Ragland*, 789 So. 2d at 533-34.)

**202)** All staff are then entitled to the protection of the Florida Law that "no citizen can or should be required to waive or abrogate his or her right to possess and securely keep firearms and ammunition locked within his or her motor vehicle by virtue of becoming a customer, employee, or invitee of any employer or business establishment within the state, unless specifically required by state or federal law" from FSS 790.251.

**203)** In short, even supposing that it *could*, given the above legal reasonings, and holding back consideration of whether or not it *should*, Defendant's published weapons policy does not currently properly revoke or waive the statutory and constitutional Right to Lawfully possess and keep securely encased in personal conveyances Lawfully owned firearms for anyone parking in Defendant's jurisdiction, with special attention devoted, in Plaintiff's case, to that it specifically does not properly revoke or waive the statutory and constitutional Right to Lawfully possess and keep securely encased in a personal conveyance a Lawfully owned firearm by any member of the Instructional Staff, and is thus Unlawful as the policy has been used to move Law Enforcement to search, arrest and falsely imprison under FSS 790.115.

**204)** At best, based on these considerations, the Legislature has opened the door for independent districts, or other school governing bodies, to make general prohibitions or policies designed to

limit, through voluntary acts or plain ignorance of the Law, the number of firearms Lawfully kept in and around campus parking, but has at no time authorized these bodies respective ability to enforce any of their own general policies with the use of Law Enforcement on hand, which would be, as posited within this Action, Unlawful in their defiance of FSS 790.33.

**The policy is not worded as clearly as the law demands for it to be valid, a violation of 5th and 14th Amendments**

**205)** Defendant's Employee Handbook exists in two forms:

- 1) an internet repository of links to various of Defendant's policies and
- 2) A PDF, downloadable through Defendant's website, labeled Employee Handbook.

**206)** There is no indication of which is to be the authoritative source that an above average intelligence, Law abiding Employee or other person with interest in the subject matter acting in good faith can read and then be expected to have understood and fall into compliance with. The page in the PDF published version, page 27, contains the following: “

**WEAPONS**

HCPS Board Policy 1217, 3217, 4217, 5772, 7217

Pursuant to Florida statute, the board prohibits employees from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and any setting that is under the control and supervision of the board for the purpose of school activities approved and authorized by the board including, but not limited to, property leased, owned, or contracted for by the board, a school-sponsored event, or in a board-owned vehicle.

Weapons and firearms are defined in F.S. 790.001 and include, but are not limited to, firearms, guns of any type, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

For purposes of this policy, the term "weapon" also means any object which, in the manner in which it is used, is intended to be used, or is represented, as capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons.

Staff members shall report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the principal or site manager. Failure to report such knowledge may subject the staff member to discipline.

The superintendent shall ensure that any staff member possessing a weapon or other device designed to inflict serious bodily harm, including a concealed weapon, is reported immediately to the appropriate law enforcement agency, regardless of whether such staff member possesses a valid concealed weapon license. As well, the staff member shall be subject to disciplinary action, up to and including termination, consistent with law, due process, and the terms of any negotiated agreement.

An exception to this policy includes weapons possessed as authorized by Florida statute.

The board directs the superintendent to post notices prohibiting the carrying and possession of concealed weapons in a school safety zone, including schools and school buildings, on school premises and school buses, and at school activities.

§§ 790.001, 790.115, 1001.43, Fla. Stat.”

**207)** While there may be more policies regarding weapons, as indicated by the links, which obviously do not work in paper form, the PDF version takes the shape of the Florida State Statutes, with the plain title Weapons at the top and then a set of policies to be followed beneath, written plainly enough that Employees might follow them except for:

“An exception to this policy includes weapons possessed as authorized by Florida statute.”

**208)** Our laws require, pursuant to FSS 790.115 2(a)(3), a written and published District policy denying those with parking privileges the Right to possession of a firearm pursuant to FSS 790.25(4). The specific language of the policy and its concordance with FSS 790.115(2)(e), as below: “

e) A person who is authorized to carry a concealed weapon or concealed firearm under s. 790.01(1) and who willfully and knowingly violates paragraph (b) or subparagraph (c)1. commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.”

makes it unlikely for Citizens of even a high level of intelligence to read the handbook on paper or in digital format and reach the conclusion needed for the handbook to have served as adequate waiver of the FSS 790.25(4) exception.

**209)** Further, and most specific to this point, the Law and District policy overlap at the term “authorized” after the updating of the 2023/2024 Florida State Statutes and could easily lead any Citizen to the *Primum Inventum*/ *Primum Sufficit*<sup>1</sup> conclusion that Lawful concealed carry of weapons *is* “authorized” for School District Employees, as long as it is “authorized” by Florida State Statute.

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<sup>1</sup> A *Primum Inventum* “first found” or *Primum Sufficit* “first that satisfies” argument in legal proceedings supposes an average or above average intelligence private citizen who makes an attempt to remain in statutory compliance by seeking out information related to clear expectation for action. This Citizen acts on information they find first in sequence, *Primum Inventum* “first found”, or early information that “seems” to make sense in context and thus confirms acceptability, *Primum Sufficit* “first sufficient”, but remains out of compliance. Upon being made to answer for this non-compliance, the Citizen should not be penalized because, viewing the reading of statutes through the lens of modern, computer-dependent data science, and like a majority of data seekers, the Citizen acted on the first reliable data point that satisfied the initial query and sufficed in terms of its ability to provide clear expectation for action. Any penalty applied to the Citizen would assume a greater amount of time and research spent than can be reasonably expected of a law-abiding, private Citizen in a modern era shaped by anachronistic processes leading to conditioned behaviors like the common use of a search engine, and this would represent a clear violation of their Fifth Amendment Right to Due Process of Law or 14th Amendment Equal Protection Under the Law, not unrelated to void for vagueness or overbreadth arguments, all of them taking the statutory burden for lack of clear expectations with published texts off of citizens and accounting for the unconstitutionality of arbitrary prosecutions and abrogate/non-abrogating nature of later information in a series, placing the burden of apprising Citizens of their responsibilities on policy makers, in line with relevant Florida guidelines mandating concise, clear language and intuitive presentation for all laws. A *primum inventum* or *primum sufficit* argument protects Citizens against hidden clauses in Statute or Policy or differing meanings within subsections pursuant to FSS 775.021.

**210)** Anyone who Lawfully possesses a concealed weapon pursuant to FSS 790.01 and FSS 790.06 is termed “authorized” in FSS 790.115(2)(e).

**211)** This is clear because before “Permitless Carry”, FSS 790.115(2)(e), FSS 2018 Session, referred to such Lawful possessors as “licensed” and this was changed to reflect permission, authorization, without formal Department of Agriculture licensure.

**212)** The handbook’s page 27, given its placement and format, is as far as any boundedly rational Citizen could be reasonably expected to read and fall into compliance with and it outright indicates that “authorized” possession is allowed, which can indicate any number of statutes which do not preclude possession of a firearm on District property.

**213)** The rule of strict construction arises from the Due Process requirement that criminal statutes must apprise ordinary persons of common intelligence what is prohibited. (*State v. Cohen*, 696 So. 2d 435, 440 (Fla. 4th DCA 1997))

**214)** This is referenced in evidence and represents the specific negligence or inducement required to relieve Plaintiff of any criminal burden and make a stronger case for their being no just cause, as a policy that stands in place of Board Policy 3217 in a different format directly authorizes lawful weapons possession.

**215)** Whether this is intentional or a product of someone having tried to condense the policies into a singular source while saving space makes no difference to The Aggrieved.

**216)** Any attempt at trying to discipline administratively or prosecute criminally a Citizen found to be in Violation only of these policies represents a specific Violation of 5th Amendment Due Process.

**217)** Let it be made clear that it should not be construed that the assertion here is that contents of the Employee Handbook *must* conform by Law to the rigorous standards of criminal statutes, however, Defendant has invited this rigor by using their published policies to move Law Enforcement to invoke criminal statutes after Violations of this policy.

**218)** In effect, ***Plaintiff was acting in accordance with District policy***, as would any Employees be if they were “authorized” by 790.01(1)(A or B) or subsections within FSS 790.25, notwithstanding the aggregate number of times private Citizens are de facto “authorized” to possess firearms, particularly possession of a constructive nature, for the Lawful purpose of self defense, with a thread running through it all that the Legislature means to keep and preserve these Rights.

**219)** Because of this lexical overlap, the Defendant’s Employee Handbook PDF in the hands of any boundedly rational, Law-abiding Citizen is Unconstitutionally vague and gives no reasonable set of expectations or expected behaviors that a human being reading it could conform to with any sense of clarity.

**220)** Further, let this Court consider different hypothetical individual Citizens using an internet search engine to gain Weapons policy information in earnest, perhaps after anticipating going to Defendant property, or just having been hired by Defendant, seeking what expected behaviors they were being asked to follow and expecting that they should appear in the clearer, plain English format that is the standard for all important policies governing expectations.

**221)** The results, whether they found first, Primum Inventum, the PDF, which is negligently inadequate, or the repository of links, would unduly influence their understanding of the policies,

this understanding being unduly influenced by whether they were using a paper medium, a cellular phone, an iPad, or a desktop computer.

**222)** Even students or their parents could face this situation. This is an example of all Citizens, regardless of demographics, having the opportunity to be apprised of what is expected of them and act upon it being denied by format, technology type, and confusing language, perhaps even criminally confusing language, and thus a violation of the 14th Amendment assertion of Equal Protection under the Law.

**223)** Evidence shall reflect other School Board materials from other counties that are similar to Hillsborough County, with a quick reference of policies in PDF format that deliver the substance of official board policies. Evidence shall also reflect robust board policies that appear more careful in their delivery of expected behaviors.

**224)** Higher quality materials from 67 other counties (board policy manuals that are modern and tome-like) typically contain notices of waiver for students and non-student visitors and typically leave out employee conveyances from their prohibitions-*Expressio unius est exclusio alterius*. This entrapment of Plaintiff, referencing policy 3217 while this alternative form exists, further reduces enforceability of Board Policy and reduces the case for any just cause for termination. Using it to search and seize is in violation of the law.

**225)** Given mounting evidence and legal preponderance of Defendant as regularly, through policy, violative of state law, consider the following Florida State Statute:

**823.05 Places and groups engaged in certain activities declared a nuisance; abatement and enjoinder.—**

(1) A person who erects, establishes, continues, maintains, owns, or leases any of the following is deemed to be maintaining a nuisance, and the building, erection, place, tent, or booth, and the furniture, fixtures, and contents of such structure, are declared a

nuisance, and all such places or persons shall be abated or enjoined as provided in ss. 60.05 and 60.06:

- (a) A building, booth, tent, or place that tends to annoy the community or injure the health of the community, or becomes manifestly injurious to the morals or manners of the people as provided in s. 823.01.
- (b) A house or place of prostitution, assignation, or lewdness.
- (c) A place or building in which persons engage in games of chance in violation of law.
- (d) A place where any law of the state is violated.

**226)** Plaintiff stipulates and has probably proven by English common law standard for presentation of documents and ordering of arguments, though not yet by the standards of the modern judiciary, that Defendant already broke state laws FSS 790.25(3), FSS 790.251, and FSS 790.33.

**227)** Based on this, consider:

FSS “60.05 - Abatement of nuisances

(1) When any nuisance as defined in s. 823.05 exists, the Attorney General, state attorney, city attorney, county attorney, sheriff, or any citizen of the county may sue in the name of the state on his or her relation to enjoin the nuisance, the person or persons maintaining it, and the owner or agent of the building or ground on which the nuisance exists.

(2) The court may allow a temporary injunction without bond on proper proof being made. If it appears by evidence or affidavit that a temporary injunction should be issued, the court, pending the determination on final hearing, may enjoin any of the following:

- (a) The maintaining of a nuisance.
- (b) The operating and maintaining of the place or premises where the nuisance is maintained.
- (c) The owner or agent of the building or ground upon which the nuisance exists.
- (d) The conduct, operation, or maintenance of any business or activity operated or maintained in the building or on the premises in connection with or incident to the maintenance of the nuisance.

The injunction shall specify the activities enjoined and may not preclude the operation of any lawful business not conducive to the maintenance of the nuisance complained of.”

**228)** Plaintiff IS RECOGNIZED AS INDIGENT BY THE CIRCUIT COURT BUT KEEPS HIS MAILBOX in Hillsborough County AND is registered at the VA hospital there, thus, as a citizen and through the construction of the above law,

**229) SUES TO ENJOIN THEE AND THY UNLAWFUL POLICIES POSING AS LAW, AS a Nuisance among The People, their PROMULGATION, and their ENFORCEMENT, until their substance is brought into compliance with the law, no matter any bulk good that comes from thy labors, *City of Miami v. City of Coral Gables*, 233 So.2d 7 (Fla. App. 1970)**

**230)** Further stipulating through synthesis without frivolity that Defendant has “maintained a nuisance” pursuant to FSS 823.05(1)(d) by violating state law REPEATEDLY and our children and taxpayers deserve more in the future in the way of accountability and SHALL HAVE IT.

**231)** ODDLY , SADLY,

this unfortunate designation precludes concealed carry of a firearm on or about the person *into* one of Defendant’s schools pursuant to FSS 790.06, as Hillsborough District property as a whole, most likely, technically bears the distinction of being lumped into the same category as a house of prostitution, a meth lab, or a Hells Angels biker club.

**232)** The truth of the matter is that all Plaintiff effort at extracting from Defendant declaratory and injunctive relief is not aimed at the volume of extant nor perceived parking lot violence against teachers, or teachers who aren’t safe when they’re at the ATM or grocery store, that present themselves as statistics of real events that have happened, are happening, or will happen, but rather the really significant number of hours contract educational staff, who would otherwise desire to lawfully exercise their Second Amendment Right, are stopped by policy from doing so, under fear that they will lose their job, could lose their job or will go to jail and lose their house,

their spouse and their children, etc., or what's even worse is those who *do* choose to lawfully possess have to possess in secret, hoping never to be caught like common criminals.

**233) Exercise of Fundamental Rights is not a dirty, secret act.**

**234)** To reiterate, that Plaintiff is no longer employed by Defendant means next to NOTHING in terms of his standing in the matter and justice-driven, case law-confirmed Responsibility to seek declaratory and injunctive means for a group of citizens, without class certification, as of now, but within the interests of the individual aggrieved *solo*, who have not really solicited to him, but *most likely cannot speak for themselves*.

**235) FOR RECORD, THIS:**

There is no real vindictiveness, no sense of getting revenge against Defendant for its crimes, but rather a compiling of all of the inputs of the event, close reading of the associated policies, and then a responsibility to make life better at a daily systemic level for people who are still aggrieved under Defendant action and specifically **not lose rights for others** by regularizing treatment outside of the scope of the law or remaining silent in the face of Unlawfulness.

**Crime VIII**

**Defamation of character**

**236)** With their erosion of the 5th and 6th Amendment jurisprudence concept of innocent until proven guilty, and with their enactment of policies subversive to the State's Preemption of the entire Field of Firearms, and with their Unlawful enactment of procedures, Defendant did cause four egregious elements of defamation of the Character of the Plaintiff:

A) to be lead out of a school as an Educator is one of the most tremendous violations of the educative practice imaginable, perhaps against everything that educators and the educative process stands for in that it symbolizes broken trust and a crumbling pillar of the Community, and then to have done so improperly in the full view of several students and staff is tremendously defamatory to the character of Plaintiff. This unfortunate episode is the direct adverse effect of Defendant's Unlawful actions surrounding its Unlawful policies.

B) an automated telephone call generated by Defendant on 8/22/2025 that left messages for the entirety of the campus Community, over a thousand households, did specifically give the name of Plaintiff and identified Plaintiff as having participated in a criminal action, tremendously defamatory given the hindsight obviousness of there being specifically no crime committed with the legal reasonings contained within his document and natural preponderance of the relevant case Law.

C) Plaintiff's mug shot was placed on the public Internet (Plaintiff Exhibit Y). This is tremendously defamatory and, as "a picture is worth a thousand words", puts Plaintiff at the specific social disadvantage of being forever viewed as a criminal, no matter the outcome of any actual criminal proceedings, and is a direct adverse effect of Defendant's Unlawful actions surrounding Defendant's Unlawful policy.

D) Plaintiff was contemplated on various Facebook Internet forums as a criminal and suffered unwanted and defamatory attention, a direct consequence of the events of 8/20/2025 and a direct adverse effect of Defendant's Unlawful action driven by its Unlawful policies.

**237)** The appearance of these articles shall not be construed to insinuate that Defendant is deemed responsible for the taking of photographs or the hosting of mugshots on the Internet, nor

is Defendant named as responsible for contents of third-party websites nor their hosting on the Internet, but all of the defamatory characteristics of the events above are direct adverse effects of the Defendant's Unlawful actions taken to address its Unlawful policies that are clearly subversive to the State's Preemption of the Field of Firearms as found in FSS 790.33.

## **IX**

### **Unlawful Imprisonment**

**238)** Circa 48 hours in a minimum security facility filled with interesting characters but no provision for Plaintiff's specialized religious diet.

**239)** Herein, Plaintiff felt much like Gandhi or Mandela on hunger strike but also persecuted in the same way as Plaintiff has not drank alcohol in nearly a decade, does not use drugs except for coffee and tobacco, does not engage in general carousing or further immoral behavior and did not commit a crime. "Deciding whether to take someone into custody is a discretionary act for which sovereign immunity has not been waived." *Everton v. Willard*, 468 So. 2d 936 (Fla. 1985)

**240)** Temperate, Celibate, Vegan, Disabled Veterans do not get carted away from Public Schools in chains every day and Plaintiff never authorized that he should be the first technical *Brahmachari* to be strip searched and have to bend over and spread his anus wide for another man, nor watch another grown man snigger at him upon viewing his penis.

**241)** Thusly, Plaintiff entitled to: **\$200,000 maximum**

**242)** While all of these violations can be collected from Defendant simply because they are violations, they also can be collected because they have inflicted and will continue to inflict, through any informed foreseeability analysis, emotional and psychological impact that will easily invite non-economic damages, even as punitive damages, sending the clear message that you

cannot treat people this way and not “pay the price.” See, quite specifically, *Rowell v. Holt* (Florida Supreme Court, 2003); *Hill v. Department of Corrections* (3rd DCA, 1980s)

**243)** For ALL Torts, bear in mind that unlawful regulatory action is not shielded by immunity.

That’s *Ultra Vires*. There need be no notice of claim as FSS 768.28 ceases to apply, and even the limited waiver of sovereign immunity has been voided by ultra vires action.

**244)** No six month notice of claim was filed with the state agency, nor will it be.

**245)** Though Defendant does not have the power to incarcerate yet, they are still charged here as being *responsible* for this adverse effect.

## **X**

### **Further Adverse Effects**

#### **Abridgment of Florida Constitutional Right to bear arms through unnecessary proceedings**

**246)** As a direct result of Defendant’s enactment of policies in Violation of the State’s Preemption of the Field of Firearms pursuant to FSS 790.33, notwithstanding the unenforceability or Unconstitutional vagueness of these policies, Defendant and its designees did cause further Abridgment of Plaintiff’s 2nd Amendment Rights as a school-related weapons arrest was immediately accompanied by a No Firearms order during pre-trial release. (Plaintiff Exhibit Z)

**247)** As above, Plaintiff dwells full time in a recreational vehicle, moving from one public camp site to another. FSS 790.25(2)(h) makes provision for those Citizens engaged in camping expeditions to own, possess and use firearms and FSS 790.25(3) “supersedes any law, ordinance, or regulation in conflict herewith.”

**248)** Also, Plaintiff is an Individual Ready Reserve Army Soldier with service contract date end 12/04/2027 and *is* subject to formal recall. Pursuant to FSS 790.25(2)(a), Plaintiff has Right to own, possess and use firearms “when training or preparing themselves for military duty, or while subject to recall or mobilization” and again through FSS 790.25(3) “supersedes any law, ordinance, or regulation in conflict herewith.”

**249)** These policies have directly impacted Plaintiff twofold: 1) They have left him unable to legally possess firearms for Lawful purposes, including self-defense, particularly as he lives close to the Florida wilderness of alligators, snakes, bears, coyotes, wild dogs and other dangerous animals, and have left him unable to legally possess firearms for the Lawful, duty-bound purpose of military training.

**250)** Among the oldest of the laws of men of the Anglo world, one who causes another to break an oath through malice is as good as an Oathbreaker himself.

**251)** The Defendant is then culpable in any Dereliction of Duty, as it pertains to continuous military training, of the Plaintiff in this, his time of active reserve Duty.

## **XI**

### **Breach of Employment Contract, governed by Collective Bargaining**

#### **Agreement, by Defendant**

#### **Assertion #3**

**There is no “just cause” in this termination of an educator, as found in the Collective Bargaining Agreement nor FSS**

#### **Specific Cause of Action**

**All Common Contract Law as an amalgamation of historical reconciliation of disputes**  
**between parties**

**252)** Plaintiff protections exist on two levels. One through the collective bargaining unit itself, through the Collective Bargaining Agreement signed and agreed to by the district, and separately through the Heroes in the Classroom contract, which further extended Plaintiff's commitment to working for the district for two years. Both were breached by Defendant.

**From the HCTA contract, relevant to these proceedings:**

**24 Suspension/Dismissal**

**24.1 Suspension**

24.1.1 When a teacher is involved in an incident related to their employment which the Superintendent feels 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 teacher.

Under this provision, the teacher may be suspended without pay up to ten days.

Any Hillsborough County teacher 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 teacher does not agree with the Superintendent's findings, they may appeal the Superintendent's decision to the School Board in writing within ten days. After the ten-day period, the Superintendent's decision is final.

24.1.3 Upon appeal, the Board will review the issue within two official Board meetings after the request is made. The Board will submit its decision to the teacher within ten days after the review.

**24.2 Suspension Prior to Dismissal Proceedings**

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

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.

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

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

The charges will be served on the teacher with a notice of time and place of the hearing.

The teacher must be served notice of the charges not less than ten days prior to such hearing.

#### 24.3 Dismissal from Employment

24.3.1 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.

**253)** The burden of proof in most employment proceedings is on the School Board to prove that any disciplinary action proposed is justified under the facts and circumstances of the case.

*(McNeill v. Pinellas Cnty. Sch. Bd., 678 So. 2d 476 (Fla. 2d DCA 1996); Sublett v. Sumter Cnty. Sch. Bd., 644 So. 2d 1178, 1179 (Fla. 5th DCA 1995))*

**254)** Unfortunately, Defendant terminated Plaintiff without the Due Process defined in the HCTA contract, 24.2.1(A). Per 24.1, that the Superintendent *shall* hold a hearing is not a suggestion.

**255)** The dismissal was also in subversion of the HCTA contract, 24.3.1 as Plaintiff's (false) felony charges without adjudication do not meet any of the enumerated criteria for dismissal in the HCTA contract.

**256)** The simple conclusion is that, in line with arguments above, the firearm policy (3217) enacted by Defendant is unenforceable and cannot serve as the basis to conclude that Plaintiff violated the policy. (Ragland, 789 So. 2d at 533-34.)

**257)** Further, Plaintiff enjoyed the benefit of multiple Florida Laws which permit an individual to possess a firearm in his vehicle. (Kilbride, School Board of St Lucie County vs. Potts, DOAH).

**258)** All subsequent Law Enforcement and administrative maneuvers must then be seen to be Unlawful and all Causes for the Action of Termination as null and void, just as good legally as firing someone “for no reason”, which is subversive to the legally binding HCTA contract.

**259)** Further, no Citizen can be terminated as retaliation for exercising such Rights, particularly when there is technically no legally enforceable policy to have violated.

**260)** The HCTA contract specifically says if Staff are arrested for certain crimes, then they can be placed on suspension, but uses or reserves the language for Termination or dismissal for, among other dismissible states, an Employee who has been convicted of a number of crimes, and not simply *suspected* of them.

**261)** This is important because as commentary in Ragland finds that smaller government entities have *created* felonies in FSS 790.115 whereas there were none before for actions otherwise Lawful, the Legislature has never empowered by statute any County-level entities, nor does their binding contract allow them, to completely forgo the 5th and 6th Amendment jurisprudence concept of being presumed innocent until proven guilty.

**262)** Given the tremendous bulk of power put into our educational institutions, it cannot be regularized that an individual may be declared and acted upon administratively as guilty without Due Process, supposing legally binding contracts and agreed upon Due Process are in place.

**263)** Put plainly, not only is Defendant technically making up its own unenforceable policies and publishing them as Law while not providing at least any adequate Notice of Waiver, but Defendant is getting in-house Law Enforcement or Law Enforcement loaned to them, typically as part of agreements between entities within the County, to search and make arrests based on these deficient policies, and now Defendant is acting as their own judgeship or tribunal, free

from the costly, time-consuming burden of mutually agreed upon Due Process, including even a passing burden of proof in a formal setting.

**264)** The concept itself so seditiously dangerous when considering the power vested in such a large body and the multitude that body has power over daily, that it must not go unredressed in this case, if only for the benefit of future generations.

**265)** Pursuant to *Pan-Am Tobacco Corp. v. Department of Corrections*, the government, or any actor who would otherwise enjoy sovereign immunity, waves immunity when it enters into a contract.

**266)** In case it was not clear, given the heft of the Underlying Constitutional and Statutory Issues affecting Plaintiff and all Hillsborough Contract Educational Staff, no adequate remedy exists in the Collective bargaining agreement with respect to grievance procedures.

**267)** Further, after walking into a meeting where Plaintiff was at first denied union representation, and then told, without the benefit of any hearings or due process investigation, Defendant was offering “termination or resignation,” in violation of the grievance process, exhaustible administrative remedies were, in effect, blocked notwithstanding holding them futile, or inadequate, and Plaintiff is excused from them.

**268)** This information is sworn here and certainly appears in items or detailed transcripts noted in the duly filed and served request for production of documents, and could only ever be attested to as true by the workers in the Office of Professional Standards upon being called before the Court.

**269)** Consider:

**1001.32 Management, control, operation, administration, and supervision.**—The district school system must be managed, controlled, operated, administered, and supervised as follows:

(1) DISTRICT SYSTEM.—The district school system shall be considered as a part of the state system of public education. **All actions of district school officials shall be consistent and in harmony with state laws** and with rules and minimum standards of the state board. District school officials, however, shall have the authority to provide additional educational opportunities, as desired, which are authorized, but not required, by law or by the district school board.

(2) DISTRICT SCHOOL BOARD.—In accordance with the provisions of s. 4(b), Art. IX of the State Constitution, district school boards shall operate, control, and supervise all free public schools in their respective districts and **may exercise any power except as expressly prohibited by the State Constitution or general law.**

And:

**1001.41 General powers of district school board.**—The district school board, after considering recommendations submitted by the district school superintendent, shall exercise the following general powers:

(1) Determine policies and programs **consistent with state law** and rule deemed necessary by it for the efficient operation and general improvement of the district school system.

And:

6) LEGAL ISSUES.—The district school board may adopt policies and procedures necessary to implement federal mandates and programs, court orders, and **other legal requirements of the state.**

And:

11) PERSONNEL.—The district school board may adopt policies and procedures **necessary for the management** of all personnel of the school system.

Bold added for emphasis.

**270)** Pursuant to Supreme Court Case *Bruen*, referenced elsewhere with this complaint, if the District *could* make its own legally enforceable weapons policies for age of majority private citizens, The District would need to show necessity within the historicity of gun control laws of the US wherein as a place of argument, like a legislative building or courthouse, age of majority teachers assemble and get so “hot under the collar” that they may not possess firearms outdoors or further arms in their private conveyances to keep them safe on the daily commute, out of fear

of discharge or duels breaking out. Gun control ends “at the hitch post” in 2026, even at *Heller* or *Bruen*’s sensitive sites.

**271)** There is no basis for any attempt to further restrict the possession of firearms by law-abiding citizens and someone who cannot be trusted to lawfully constructively possess a firearm, only if they choose to exercise such rights, may not have the composition of character required to take on further empowerments issued by the state generally and through FSS 1015, when educating the youth.

**272)** *U.S. Supreme Court, Smith v. Evening News Association, 371 U.S. 195 (1962)* confirms that a suit can be maintained by an individual employee, though they are only a third party beneficiary of a CBA.

**273)** There are also tremendous Civil Rights concerns within this matter and only courts of this state and beyond can provide adequate remedy. See, *Wright v. Universal Maritime Service Corporation, 1998 WL 788796 (November 16, 1998)* wherein The Court held that a generally-worded arbitration provision of a collective bargaining agreement, such as the provision to which Wright was subject, cannot bar access to federal courts by employees seeking redress under the civil rights laws.

**274)** From FSS 1012.33:

a) Each person employed as a member of the instructional staff in any district school system shall be properly certified pursuant to s. 1012.56 or s. 1012.57 or employed pursuant to s. 1012.39 and shall be entitled to and shall receive a written contract as specified in this section. All such contracts, except continuing contracts as specified in subsection (4), shall contain provisions for dismissal during the term of the contract only for just cause. Just cause includes, but is not limited to, the following instances, as defined by rule of the State Board of Education: immorality, misconduct in office, incompetency, two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a

3-year period under s. 1012.34, three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.

**275)** Unless Defendant shall seek to override the contract, through the law which gives it its language, and argue Federal, State, and even CBA-authorized lawful constructive possession of a firearm qualifies as a “but is not limited to” offense, then there is no “just cause” for termination.

**276)** Additionally, as iterated elsewhere, FSS 790.251 prohibits employers from taking action against employees in a case like this, and specifically prohibits adverse action for lawful firearm possession in a vehicle.

**277)** Discipline for lawful conduct protected by contract or law or The Constitution is egregious and is rarely upheld.

**278)** The School District is not a court and yet confers edicts through a grievance structure that unduly undermines the seeking of redress pursuant to the Collective Bargaining Agreement, reserving for itself, in the best of cases, multiple levels of informal hearing wherein teachers must grovel against unfounded charges with no definite sense of suspension or termination reversal.

**279)** The District must still abide by the Florida Constitution, unless it shall be termed an oblast or given a truly autonomous carve out like Andorra, or Vatican City. Otherwise, humoring Defendant’s assertion that grievances beginning in arrest in conflict with the CBA need not travel directly to DOAH, the Florida Constitution, Article III, Section 11 provides:

SECTION 11. Prohibited special laws.—

(a) There shall be no special law or general law of local application

pertaining to:

- (1) election, jurisdiction or duties of officers, except officers of municipalities, chartered counties, special districts or local governmental agencies;
- (2) assessment or collection of taxes for state or county purposes, including extension of time therefor, relief of tax officers from due performance of their duties, and relief of their sureties from liability;
- (3) rules of evidence in any court;
- (4) punishment for crime

**280)** Having offered “termination or resignation” in the first moments of a sit down, fresh out of jail, and without the benefit of union representation, Defendant indicated that they had already done all of the investigating and preponderance of evidence required to make an administrative determination.

**281)** This is, without having taken any evidence from Plaintiff, a violation of the above Article.

**282)** Let this represent further justification to this Honorable Court that there was no adequate remedy available through administrative proceedings, nor any reasonable belief that administrative proceedings could be conducted with fairness, making them futile and not in accordance with the law.

**283)** The entirety of their process is further charged as a specific violation of Due Process in the act of breaching a contract.

**284)** This information aggrieves and will aggrieve those who have wasted municipal effort and money harassing Contract Educational Staff in the state of Florida, violating their rights and then offering them “back pay” in exchange for their dignity and good name.

**285)** This district and its Board and their Superintendent can only write and publish so many times the words “pursuant to Florida law or Florida state statute”, as it is found within all

versions of the employee handbook, but certainly within weapons policies, before it actually has to follow what it has written, and follow Florida State law.

**Injunction, additionally:**

**286)** With the above legal reasonings dedicated to clarification of definitions and the authority of any body to Violate the State's Preemption of the Field of Firearms pursuant to FSS 790.33 and with adequate statutory consideration of what constitutes the necessary waiver of exception of FSS 790.25(4) and what classifications of persons invited to, attending, or otherwise visiting Defendant-sponsored events or grounds are affected by FSS 790.115, Injunctive Relief must be sought against Defendant's publishing of policies pertaining to weapons and the assertion of their authority as legally binding, Injunctive Relief must be sought against use of Defendant-generated Weapons policies to suspend, terminate or otherwise discipline personnel that Defendant claims Violates these policies, and Injunctive Relief is sought against Defendant's use of these or any inadequately constructed policies to move Law Enforcement to Unlawfully regulate parking through said policies and their connection to FSS 790.115, particularly for Employees.

**MONEY**

**Undue financial hardship**

**Legally recoverable compensatory damage as adverse effects of Defendant policy**

**287)** Let it be reiterated here, after the above legal reasonings, that no sense of Sovereign Immunity is enjoyed by the Defendant, its Designees, or Associates as the Cause of Action for Termination is Unlawful and the Termination itself carried out Unlawfully.

**288)** Further, many Discretionary functions carried out in violation of the law are not protected by Sovereign Immunity.

**289)** Plaintiff has not named individuals acting in their capacity because it doesn't sound socially fruitful. These are policy problems, rooted in systems functioning and complicated by the attempt to coordinate 67 counties' worth of policies somewhat uniformly. They must be dragged through the court as a whole and for the benefit of all.

**290)** Furthermore, Statute revokes Sovereign Immunity as it relates to Causes carried out pursuant to FSS 790.33(3)(f)(1), perhaps even encouraging aggrieved Individuals to seek Justice in the face of Violation of Florida Statutes and the State's Preemptory and thus sufficient hold on the Field of Firearms.

**291)** Plaintiff did incur considerable expense spanning the time of his arrival in the employ of Defendant until Termination.

**292)** Many of these expenses are long-term installment agreements entered under the reasonable belief that employment and thus income had been secured through contract.

**293)** According to relevant contract Law, any expenses occurred while acting under the auspices of a secure contract which is later Breached by a party are recoverable by the non-Breaching party "to make the injured party whole to the extent that it is possible to measure his injury in terms of money." (*Mercury Motors Exp., Inc. v. Smith*, 393 So.2d 545, 547 (Fla.1981))

The specific reliance damages recoverable after Defendant Breach appear as follows:

A) 2014 Honda Ridgeline (Plaintiff Exhibit Z) - \$22,000

B) Insurance on vehicle (Plaintiff Exhibit AA) approximately \$4000 for two years

C) 2026 Arising Trailer (Plaintiff Exhibit AB) - \$8000

D) Various incidences of living, including approximately \$20000 incurred while in the employ of Defendant. Plaintiff records show when Plaintiff left the military he had approximately \$10,000 of credit card debt and \$20,000 in savings. Records show after being employed with Defendant beginning in August 2024, with material promise of future employment and no reason to believe otherwise what these amounts are now. (Plaintiff Exhibit AC)

For a total of **\$74,000**

**As to Monies legally recoverable due to Breach of Contract**

**294)** Specific to the Breach of Contract preceded by Unlawful Termination Subversive to Due Process, Plaintiff is fully entitled to:

A) two years of salary as found in the HCTA Instructional Staff Salary Schedule (Plaintiff Exhibit AD) and Millage Addendum pay supplement (Plaintiff Exhibit AE).

This number is calculated as:  $\$50,735 \times 2 \text{ years} = \$101,470$

$+ 6000 \times 2 \text{ years} = \$12000$

B) Plaintiff did spend nearly \$1000 in preparation for the 25-26 school year.

C) Deduct approximately \$4000 in salary paid during the 2025-2026 school year.

For a total recoverable loss to Plaintiff after Breach of Contract: **\$110,470**

**295) Legally recoverable incidental damages as adverse effect of Defendant policy**

Plaintiff is also entitled to demand recovery of:

cost of moving his RV - \$2000

various Uber charges surrounding Unlawful incarceration - \$100

cost of posting bond with interest - \$300

cost of a suit with which to attend Court - \$200

cost of four hotel rooms for Court visits, with meals - \$1000

cost of fuel for case travel - \$500

cost to keep his PO Box open as Plaintiff is indigent and it is a necessity for maintaining this action - \$1000

The cost of \$165 per month for unlimited Starlink internet, that he might keep up with his cases and his email and the Florida e-filing and Hover systems, beginning in August, that will occur until the disposition of these cases at a rate of \$165 per month, which, as of this filing shall be approximately \$1000.

Total: **\$6100**

**296) As to Future earnings and loss of eligibility for government programs**

The Teacher Loan Forgiveness (TLF) Program forgives Direct Subsidized and Unsubsidized Loans and Subsidized and Unsubsidized Federal Stafford Loans after five complete and consecutive years of teaching at a qualifying school.

Total loss to Plaintiff: **\$17, 500**

Loss of Perkins Loans forgiveness endowed under same auspices:

1,638.60 Total loan x 30% = **\$491.58**

As there is every reason to believe that due to Defendant's Unlawful actions, Negligence, Breach of Employment Contract, and Unlawful policies in Subversion of the State's Preemption of the Field of Firearms, a career in teaching in at least the State of Florida, but possibly beyond, may not be possible, these losses constitute a very real, reasonable accounting.

The financial future of the Plaintiff, specifically after the enactment of Unlawful policies and their effects has unduly limited the future potential earnings of Plaintiff as it concerns deriving income from professional education work, or perhaps any work.

The total, then, representing real and foreseeable government aid to Title One teachers that has been unduly hindered by Defendant actions, is: **\$17, 991.58**

Note: Defendant did not cause a loss of this amount, rather reset the clock for Plaintiff, meaning two years of consecutive service was rendered not useable concerning student loan forgiveness. It will take quite a bit of time to get back to a position wherein Plaintiff will be eligible to receive such large student loan forgiveness sums. It may be impossible because of defendant action.

**297) As to Stigma and emotional distress caused by Defendant**

Plaintiff, having been haunted by ruminations of those who only file lawsuits to gain money, did not go out of his way to receive documentable help for all injuries such that he can claim with paper specific emotional distress, disorders, further schisms, or further physical distress. That is not in his nature, nor would the Citizenry wish this to be in the character makeup of its Soldiers nor its Educators.

However, there is no question that due to the Unlawful enactment of these policies, in the compilation of further Unlawful activity by Defendant, Plaintiff has endured much emotional distress and physical distress that takes the form of injury that can very easily be held in front of this Court in request for further compensatory damages.

Pursuant to Florida State Statute, teachers who are charged with crimes that allegedly occurred while in the discharge of their Duty can be reimbursed for the legal fees associated with defending themselves in court.

The Hillsborough County Teachers Association goes one step further, also referring Accused Instructional Staff to local attorneys.

However, the amount that can be claimed by an attorney, \$5000, was not enough given the, as already mentioned, two felony charges that came out of the Defendant's Unlawful policies. Because of this, in the criminal proceeding, Plaintiff's legal council withdrew from his case. (Plaintiff Exhibit AG)

He was left with the choice of either utilizing the public defender, due to his lack of money and indigence, or to defend himself.

Because the Defendant and its associates are immeasurably large bodies with tremendous influence within Hillsborough County, Plaintiff intuited that it would be difficult to find a competent attorney to take his case, and further that the public defender might not work as hard for him as possible, and so he took to Conducting His own Cause, pursuant to the Laws of our Great State. (Plaintiff Exhibit AH)

The tremendous commitment of time, literally hundreds of hours of writing motions and researching relevant case Law, compounded by increased physical and emotional distress of having to become an RV-bound lawyer with a couch as an office and two cats as secretaries, typically with no air conditioning, heat or fixed electricity for the below-freezing winter, an Honorably Discharged Veteran who doesn't have enough money for the Internet was and is still in quite a great deal of undue distress and poverty caused by his former employer.

Furthermore, having to move around from place to place, and having to go through so much physically has agitated the Plaintiff's service-connected disability when attempting to train for new employment.

Pain and suffering. Distress and the fear any man or woman would feel when facing hard prison time and, after all of the reasonings contained within this document, without having really

committed a crime, and certainly, at worst, only having even barely invited the misdemeanor form of the Statute to litigate in Court.

In summation, to the point of compensation attained for sometimes nebulous concepts of pain, suffering, and distress, Plaintiff is none wont to wail of grief to this Court, but does cry poor, and shall attest the due amount of undue sufferings multitude required to ask for the sure to be unpopular Judgments contained within this filing.

The purpose of punitive damages is “not to further compensate the Plaintiff, but to punish the Defendant for its wrongful conduct and to deter similar misconduct by it and other actors in the future .” (Owens–Corning Fiberglas Corp. v. Ballard, 749 So.2d 483, 486 (Fla.1999).

Punitive damages are not listed as recoverable in FSS 790.33 but remain recoverable as connected to other Causes of Action and charges named within this document.

If this Court sees fit that to punish the Defendant for its crimes, the misapplication of Law and specific non-Law, will have no good effect to deter the Defendant from mistreating its Employees in the future, then let this Court not be burdened with extracting such damages from Defendant. Highly recoverable sums claimable by Plaintiff shall suffice to make Plaintiff whole in his indigency and uncertain future.

#### **298) Acknowledgement of the Good in Life**

Plaintiff hereby thanks Defendant for the record of this Court for placing him on Suspension *with* pay, whereas they did not have to.

Plaintiff appreciates that Defendant’s Law Enforcement personnel were not Unlawfully violent when questioning nor detaining Plaintiff, and they had a relative sense of respect for providing Plaintiff with the available items that would make life easiest after getting out of jail,

including Plaintiff's wallet, conveyance keys and cellular phone, such that further Injustice or Injury did not occur on their account.

Plaintiff also acknowledges the goodness of Defendant-designated Site Manager not towing his vehicle such that he was able to retrieve it without incident where he had left it, and further thanks certain unnamed of Defendant's administrative staff that he was able to retrieve what things were his from the classroom within days after his suspension and with Dignity, leaving him less demoralized by the whole of the proceedings.

However, the final word:

**299) Defendant's Needless Victimization of Plaintiff**

Is there such wrath for poor men in Heaven that this many aggregate lapses in discretion and procedure, Violations of Constitutional and Statutory Rights, and the host of adverse effects listed above, have been leveled in one event on a school campus and by light of day?

It is such.

Plaintiff has been truly left Victim at the hand of Defendant, in every sense of the definition, object and instrument, perhaps maliciously, certainly needlessly, and in such an event that, through these proceedings, no Instructional Staff who cares for children, or those who keep the facilities, or in any other way assist with the caring for of Children, without Due Process of Law already agreed to, shall ever be made to suffer similarly again.

Let us then, with these matters before the Court, beyond the measuring of sinner's indulgences to be meted out to injured paupers, err on the side of making meaningful change to the living conditions and endowment of Right and Rights for all concerned persons who could just as easily be walking in the Plaintiff's shoes this day, a better administrative environment for

our Educators, and thus better schools, better opportunities for the Children, and a brighter Hope for the Future. Therefore, Plaintiff has the moral high ground, and it is in interest of Defendant to resolve these troubles without further violation of Law, not just in terms of money, but the restoration of Civil Rights back to Contract Educational Staff.

**300)** Thus, the issue shall not be moot as a former employee seeks to implement policy changes.

“An issue is moot when the controversy has been so fully resolved that a judicial determination can have no actual effect. A case is "moot" when it presents no actual controversy or when the issues have ceased to exist." . . . "It is the function of a judicial tribunal to decide actual controversies by a judgment which can be carried into effect, and not to give opinions on moot questions, or to declare principles or rules of law which cannot affect the matter in issue." ... "A case becomes moot, for purposes of appeal, where, by a change of circumstances prior to the appellate decision, an intervening event makes it impossible for the court to grant a party any effectual relief." [Citations omitted.]

**301)** Your Rights as a Citizen shall never be Moot.

**302)** Plaintiff highlights on record that there are three collective bargaining units in Hillsborough County that regularly deal with the Defendant.

**303)** Plaintiff highlights for record that college educated instructional staff have a contractual right or further facilities provision—we need not define it here—to clean and well lit bathrooms.

**304)** Plaintiff highlights that HSEF personnel do not have the same contractual right to clean and well-lit bathrooms.

**305)** Plaintiff stipulates that this makes for a track record of human rights violations, wherein parties are discriminated against, and it must be mostly because of their education level.

**306)** This is not a frivolous add-in, but speaks to the credibility of the process by which the school district compiles information and then makes policy for its employees. Imprudently.

**307)** On record, Plaintiff relieves himself of the burden of having been complicit in such a violation of human rights and the 14th amendment, this responsibility heaped upon him by Defendant, and seeks redress for, again, all those who cannot speak for themselves, and absolution for those who will none have it.

**308)** In matters of Civil Rights or small concessions it is true that collective bargaining units are, pursuant to the Florida State statutes, free to bargain for and amend their contract as they choose.

**309)** However, that does not mean that large groups of people, or those instructional staff who are not members of the unions, need to be grouped into any class of people holding dominion over bathroom cleanliness over another as a trophy of entitlement.

**310)** If a human right exists— not a civil right, but a human right—in a contract in Hillsborough County, Defendant should be the adult in the situation and make sure that all collective bargaining units have that human right in black and white.

**311)** Plaintiff has nothing but respect for the bulk of human beings that he met during his time employed with Defendant and let no technical but truthful assessment of School Properties as “places of nuisance” reflect for a moment the efforts of educators nor students nor those that support them. This is certainly *for* them in that no one should institutionalize nor regularize the unlawful Abrogation of Fundamental Civil Rights nor further use the halls of education as weapons against the security of a Nation or chambers in which to incubate the idea, directly or indirectly, that Citizens do not have a Natural Right to self-defense as a matter of their existence.

**312)** In the context of *New Jersey vs TLO* and FSS 1015 teachers ARE state officials in very many ways.

**313)** From FSS 1001.51(12)(b):

Any district school superintendent who knowingly signs and transmits to any state official a report that the superintendent knows to be false or incorrect; who knowingly fails to complete the investigation of any allegation of misconduct that affects the health, safety, or welfare of a student, that would be a violation of s. 800.101, or that would be a disqualifying offense under s. 1012.315, or any allegation of sexual misconduct with a student; who knowingly fails to report the alleged misconduct to the department as required in s. 1012.796; or who knowingly fails to report misconduct to the law enforcement agencies with jurisdiction over the conduct pursuant to district school board policy under s. 1001.42(6), forfeits his or her salary for 1 year following the date of such act or failure to act.

**314)** Plaintiff claims Superintendent has caused to be published and transmitted to a state official reports of the substance of Florida state laws that he knows to be false or otherwise incorrect.

**315)** Plaintiff claims Superintendent knew that Plaintiff had not violated policy 3217 because:

*An exception to this policy includes firearms possessed by Guardian-certified School Security and any other armed HCPS employee as designated by the Board and authorized by Florida statute.*

#### MEANS

As all employees are designated by the board, as it has signed and agreed to The Contract, which authorizes possession in many forms (though one still can't carry guns into designated places of nuisance pursuant to FSS 790.06) AND many forms of possession of a firearm are authorized on and around campus, notwithstanding improper threat, exhibition, and other instances of unlawful possession, means that through tricky language there is already a carve out by which employees are NOT in violation of Board Policy 3217 in cases like these, particularly when authorized by Florida Statutes that are superseding in their construct.

**316)** Thus, Plaintiff holds forfeit the salary in its entirety of Mr. Van Ayres for one year, though he may keep his job, if he wishes to work for FREE.

### **317) Demand for Relief**

Having shown adequate adverse effects due to Defendant's Unlawful policies that subvert the State's Preemption of the Field of Firearms, having shown professional Negligence on the part of Defendant and to the detriment of Plaintiff, having shown Unlawful Termination leading to Breach of Contract by Defendant, having shown egregious Violation of Plaintiff's Constitutional Rights during Defendant-directed, Law Enforcement procedure:

A) Plaintiff seeks Declaratory Judgment that the parking of CTA-contracted Staff shall not be misconstrued as a "privilege" and, without limiting other relevant applications of this concept, that Instructional Staff personal conveyances are not subject to the prosecutorial language of FSS 790.115, with or without specific Notice of Waiver of FSS 790.25(4).

B) Plaintiff seeks Declaratory Judgment that the Defendant's Employee Handbook in all its forms is Unconstitutionally vague and insufficient to provide adequate Notice of Waiver of any Rights, specifically regarding the Lawful possession of firearms or other self-defense or even personal safety items in a personal conveyance, as found in FSS 790.115.

C) Without limiting what societally optimal, permanent resolution might be reached through correct application of the Law, Plaintiff seeks Judicial Injunction against Defendant from publishing, circulating or attempting to enforce its Unlawful, Inadequate weapons policies, for the benefit and peace of all Employees that might be currently adversely affected by these policies but remain voiceless, for the benefit of all future Employees, that their willingness to serve their greater Community, in whichever capacity they do, of providing educational opportunities for the collective Children, our collective Future, shall not come at the cost of the

Abridgment of their Fundamental Rights, among others, to remain secure and defended in their person during daily commute, and will not enter a workplace subject to Unlawful or arbitrarily enforced and thus Unconstitutional policies. Further, Injunction might be placed on all District policies incorrectly limiting the Constitutional and Florida Statutory Rights of Instructional Staff.

D) And hereby Plaintiff seeks ANTICIPATORY INJUNCTION against the Defendant for the use of any open air sniffing dog searches, portable technology searches that act under the same auspices, or any open parking lot search procedure by any technological method, be that living or electronic, without valid WARRANT that will further Abridge through legal trickery, the rights of Contract Educational Staff in parking lots, IN THE NAME OF THE STATE AS FOUND IN FSS 60.05 and confirmed by FSS 790.251, I ENJOIN YOUR HOUSE OF NUISANCE FOR AND FROM VIOLATIONS OF THE FLORIDA CONSTITUTIONAL RIGHT TO PRIVACY.

E) Do not let it be construed that the Defendant is not charged by law with orchestrating lawful searches that seek substances that actually, legitimately, realistically have an adverse effect on the health, safety and welfare of students as defined by FDOE in the Florida State Standards.

The total calculated maximum exposure to Defendant through victimization of Plaintiff as dictated by statute:

**A lot, probably more than 1 Million Dollars, \$1,000,000+**

Plaintiff sues rather directly, beyond all declaration and injunction named herein, with original Statement of Complaint, for statutory compensatory damages, pursuant to FSS 790.33, in the amount of **\$99,999.99**, though under the concept of Joinder not exclusive of other due statutory maximums, for a sum equaling:

### **WHAT THE COURT AND HIS CONSCIENCE FIND REASONABLE**

and not out of greed or a general desire for more, but having shown adequate proof of having been significantly adversely affected professionally, socially, and financially by Defendant's Unlawful policy, Unconstitutional enforcement of such policy through Defendant-directed, subsequent Unlawful Termination and Breach of Contract, and gross employer Negligence on the part of Defendant with respect to the whole of the matter.

F) Plaintiff seeks reasonable compensation for attorney's fees and legal costs associated with bringing this matter before the Court in search of Justice and in as much as FSS 790.33 specifically makes provision for the collection of such fees, a rare occurrence that one Conducting their own Cause shall secure such fees, and yet not undue as activities in pursuit of other economic gain could have easily been pursued if not for the imminence and personal responsibility of seeing this Action through, for the benefit, not only of the Plaintiff, and even the Defendant perhaps, but particularly for over a hundred thousand educators in this state who could use more respect and support from their employers and not more opportunities to live in fear.

It all starts with policy + unlawful administrative action:

#### **Violation of the State's Preemption of the Field of Firearms,**

as found in FSS 790.33, began, in this case, the moment non-transparent local policy was treated as law and used to search and arrest by sworn law enforcement, and has been thoroughly treated in previous filings. It's time to restore Civil Rights to all Contract Educational Staff.

If it please this Court, let these legal reasonings and very straightforward pleadings serve adequate Amended Statement of Complaint, let them guide Defendant in its assessment of what

is truly due The Aggrieved, and let them assist the Court in rendering speedy and adequate Justice for all those with concern in this, a personal matter, but one rooted in a matter of great societal importance.

Ending with invocation of Marsy's Law, in hope of exercising:

(10) The right to proceedings free from unreasonable delay, and to a prompt and final conclusion of the case and any related post judgment proceedings.

### **DEMAND FOR JURY TRIAL**

Plaintiff demands a Jury Trial in full view of The Citizenry on all counts and on all issues so triable.

### **DESIGNATION OF E-MAIL ADDRESSES**

**Plaintiff** designates the following e-mail address for service of court documents in this action:

Lucas David Seidman, [tcl08@protonmail.com](mailto:tcl08@protonmail.com)

Offered with respect to the Court in the light of Truth and in the pursuit of Justice,



Lucas Seidman  
3108 N Boundary Blvd #345  
Tampa, Florida 33621  
[TCL08@protonmail.com](mailto:TCL08@protonmail.com)  
(813) 954 - 3907  
Plaintiff, Conductor of His own Cause

CASE No.: 26-CA-000617

## Plaintiff Exhibit

“W”

## Hillsborough Classroom Teachers Association Contract

**SCHOOL BOARD OF  
HILLSBOROUGH COUNTY**

**AND**

**HILLSBOROUGH CLASSROOM  
TEACHERS ASSOCIATION, INC.  
TAMPA, FLORIDA**



**INSTRUCTIONAL  
CONTRACT**

**2023-2026**

**(Revised July 1, 2025)**

# **SCHOOL BOARD OF HILLSBOROUGH COUNTY**

901 East Kennedy Boulevard

Tampa, FL 33602

813-272-4000

Van Ayers, Superintendent

## **SCHOOL BOARD MEMBERS**

Jessica Vaughn, Chair

Karen Perez, Vice Chair

Nadia Combs

Lynn Gray

Stacy A. Hahn, Ph.D.

Patricia "Patti" Rendon

Henry "Shake" Washington

## **SCHOOL BOARD BARGAINING TEAM**

Danielle Shotwell, Chief Negotiator

Marie Whelan, Ed. D

Charmion Patton, Ed. D.

James Lewis

Tanya Arja

Kelly A. King

Tracy Schatzberg

Rebecca Reinecke

Cassie Smallen

Jake Russell

Tamethea Simmons

Henrissa Berry

HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION, INC.  
3102 North Habana Avenue • Tampa, Florida 33607

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**HCTA INSTRUCTIONAL BARGAINING TEAM**

Brittni Wegmann, Executive Director, and Chief Negotiator

|                    |       |                                        |
|--------------------|-------|----------------------------------------|
| Rob Kriete         | ..... | President                              |
| Regina Gambrell    | ..... | Vice President                         |
| Valerie Chuchman   | ..... | Secretary-Treasurer                    |
| Malka Arnstein     | ..... | Manhattan Center FDLS                  |
| Renee Bowser       | ..... | Folsom Elementary                      |
| Karen Campbell     | ..... | HeadStart Program                      |
| Michael Clerico Jr | ..... | Youth Services                         |
| Kimberly Coleman   | ..... | Middle School Office of Administration |
| Carissa Deneca     | ..... | Gaither High School                    |
| Virginia Dickinson | ..... | Cypress Creek Elementary               |
| Pearl Ershery      | ..... | Marshall Middle School                 |
| Lori Green         | ..... | Hospital & Homebound                   |
| Anita Greenbaum    | ..... | Lewis Elementary                       |
| Maridea Groves     | ..... | Riverview Elementary                   |
| Erik Hagen         | ..... | Oak Grove Elementary                   |
| Jill Lamb          | ..... | Kenly Elementary                       |
| Roger R. Marcellus | ..... | Blake High/Magnet                      |
| Cherie Miller      | ..... | King High School                       |
| Michelle Miller    | ..... | Hillsborough Virtual                   |
| John Mitchell      | ..... | Erwin Technical Center                 |
| Jody Orlando       | ..... | Chiaromonte Elementary                 |
| Delma White        | ..... | Migrant Education                      |
| Mackenzie Roberts  | ..... | Kingswood Elementary                   |

**HCTA BOARD OF DIRECTORS**

2024-2025

|                                 |       |                          |
|---------------------------------|-------|--------------------------|
| Robert Kriete                   | ..... | President                |
| Regina Gambrell                 | ..... | Vice President           |
| Valerie Chuchman                | ..... | Secretary-Treasurer      |
| Wendy Carey, Dist. 1            | ..... | Dawson Elem              |
| Erik Hagen, Dist. 2             | ..... | Oak Grove Elementary     |
| Travis Medling, Dist. 3         | ..... | Riverview High School    |
| Rosemary Geier- Scalzo, Dist. 4 | ..... | Farnell Middle           |
| Kelvin Wright, Dist. 5          | ..... | Smith Middle             |
| Shawnta Watson, Dist. 6         | ..... | Chamberlain High School  |
| Gail Jones, Dist. 7             | ..... | Franklin Middle          |
| Derrick Bullard, Dist. 8        | ..... | Cypress Creek Elementary |
| Cathy Butler, Dist. 9           | ..... | Barrington Middle        |
| Sabrina Wright, Dist. 10        | ..... | Marshall Middle          |

**FEA GOVERNANCE BOARD**

|                                         |       |             |
|-----------------------------------------|-------|-------------|
| Robert Kriete, FEA Seat 1               | ..... | President   |
| N. Sabrina Gates-McCarthy FEA<br>Seat 2 | ..... | C-TechEd    |
| Linda Perdue, FEA Seat 3                | ..... | Alonso High |

## HCTA STAFF

|                       |       |                               |
|-----------------------|-------|-------------------------------|
| Brittni Wegmann       | ..... | Executive Director            |
| Tamica Thomas Simpson | ..... | Finance/Office Manager        |
| Jamie Beck            | ..... | Member Service Specialist     |
| Pam Jufko             | ..... | Member Service Specialist     |
| David Peacock         | ..... | Member Service Specialist     |
| Tara Gonzalez         | ..... | Member Service Specialist     |
| Erin Morgan           | ..... | Member Service Specialist     |
| Chris Rusnak          | ..... | Member Service Specialist     |
| Megan Young           | ..... | Member Service Specialist     |
| Xiomara Martinez      | ..... | Member Service Specialist     |
| Sherry Gunn           | ..... | Bargaining/Research Associate |
| Lisa Lopez            | ..... | Membership Processing         |
| Diana Yagual          | ..... | Member Right Specialist       |
| Alex McKean           | ..... | Administrative Assistant      |

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**HILLSBOROUGH CLASSROOM TEACHERS' ASSOCIATION  
And  
SCHOOL BOARD OF HILLSBOROUGH COUNTY CONTRACT  
2023-2026**

**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, vocational teachers, 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 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. Faculty handbooks, county-wide 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 Article 25.

**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 Teachers 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 Teachers shall be afforded professional discretion regarding the use of Professional Study Day. Each teacher shall have the option to select from in-service meetings within their present area of assignment/certification.
- 2.1.6 School Social Workers and 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 Teachers shall be granted the right to utilize flexible working hours on non-student days, other than Professional Study Day. Teacher 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 Teachers

2.2.1 All twelve-month teachers with up to five years' continuous service will be entitled to thirteen days' annual vacation; teachers with five to ten years' continuous service shall be eligible for 16.25 days' vacation annually; teachers who have ten or more years of continuous service shall be eligible for 19.5 days' vacation annually. Vacation leave is cumulative, not to exceed eighty (80) days. Accrued vacation will be paid out at the time of termination 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 whenever possible. If vacation is denied the employee shall be provided with 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. If emergency holidays are granted, the time missed must be made up by reduction of time designated as "vacation" on the annual calendar.

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

2.3.3 Teachers must be working or be on paid leave or illness days to receive paid holidays. Teachers cannot begin employment nor return from extended leave on a paid holiday. If teachers resign (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 teachers shall be eight hours. The normal workday shall be followed during pre-planning, post-planning and teacher workday. On conference days/nights, the length of day for eight-hour teachers 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 teachers 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 15<sup>th</sup> 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.
- 2.4.4 Teaching time in elementary schools shall be a maximum of 300 minutes per day.
- 2.4.5 An accounting procedure related to teachers 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.
- 2.5 Teaching an Additional Period for Compensation
- 2.5.1 Current teachers may be employed, on a voluntary basis, to teach an additional period when the need exists.
- 2.5.2 When the need exists, teachers 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 teachers 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 Teachers 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 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 teacher 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.
- 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 Whenever possible, elementary teachers shall not be required to teach more than three hours without a break.
- 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 teacher 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 teachers shall be notified of their tentative program, schedule, grade level assignment, including room assignment(s) and whether they will be in a co-teach setting, and planning period for the ensuing year prior to the start of the initial spring transfer period. Teachers 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, as soon as practicable. 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 an explanation of their rationale for any assignment changes to the affected teacher(s).
- 2.8.2 Teacher schedules 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 teachers 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, RTI 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 Teachers with multi-school assignments shall be assigned extra duties as would be appropriate to any other faculty member on a pro-rata basis.

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 Teachers 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, teachers' children will be given

priority for the school at which they teach. Teachers may enroll their children in the school in which they teach in any program which does not require special application process. Teachers' 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 teachers, teachers are to be professional in their dress and personal grooming.

**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 noted in a memorandum of understanding and provided to the Association.
- 3.1.2 Faculties shall be afforded maximum flexibility for purposes of implementation.
- 3.1.3 All SAC 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 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.

3.2 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. Whenever possible, IEPs should be scheduled during the normal teacher workday. When this is not possible, affected teachers shall be awarded compensatory time for meeting 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 a teacher cannot comply with the afternoon or evening schedule for parent conferences, the teacher shall inform the administrator and notify the parents of their students. The teacher and the administrator will attempt to identify an alternative time for the scheduling of these conferences, which is mutually agreeable to both parties 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 teacher shall report to work on the day that is designated as parent conference day on the Work Schedule.
- 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 duties necessary for the safety of students, within the workday. These duties shall be distributed equitably and 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 his/her 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 2 hours' compensatory time for each day assigned, up to 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. The rate of pay shall be no less than the highest hourly rate for a substitute teacher. These involuntary assignments shall be made on a rotating basis to include all instructional personnel and should be posted and distributed to all impacted employees. 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. Teachers shall notify the site office in advance of utilization of said compensatory time. However, such 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 teacher with an 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 Teachers 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 teacher 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 teachers and teachers 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/Training Days which occur during pre-planning. These days are specifically set aside to enable teachers to work on classroom duties and functions. Teachers 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. Teachers 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 teachers 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 Teachers 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 Teachers 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 Teachers shall be accountable, but not financially responsible for school property lost, stolen or damaged on school premises when school policy and procedures have been followed.

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 shall be given all automated grading materials prior to the morning of the day the grading period ends. Teachers shall be given at least four (4) full workdays to complete the automated grading materials after the day the grading period ends. Grades, report cards and/or data processing materials shall be submitted to their school office on the morning of the fifth workday. Grades, report cards and/or data processing materials for the final grading period shall be submitted by noon on the last workday for teachers.

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

**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 Safety of Students and Teachers
- 4.3.1 Teachers shall not be required to serve as security personnel during a period of civil disobedience, bomb threats, or assaults on students or teachers by trespassers. Teachers 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. Teachers 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 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 A teacher may send a student to the office with adult supervision to maintain effective discipline in the classroom. The teacher shall provide the administration with all necessary information concerning the student's behavior and previous action taken by the teacher.

- Student referral forms shall include space where a teacher can provide input and/or submit recommendations regarding disciplinary action.
- 4.3.5 The principal or the principal's designee shall consider the recommendation for discipline made by a teacher, or another member of the instructional staff, when making a decision regarding student referral for discipline. Disciplinary action for student misbehavior shall be consistent district-wide in accordance with policies such as, but not limited to, the Code of Student Conduct as described in the Student Handbook.
  - 4.3.6 Teachers shall receive a written report on the county referral form of action taken within three (3) workdays after a student is referred to the administration for disciplinary action. If the report is not issued, the responsible administrator shall inform the teacher 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. The principal 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. The committee representative will be selected 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. 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 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 to the Association's building representative and/or Executive Director.

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 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 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.

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 Assessment Team

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 teacher restrooms.
- E. A workroom for teachers containing equipment and supplies to aid in the preparation of instructional materials.
- 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 teachers to conduct school business which permits privacy of conversation.
- H. Space in the parking lot at each school will be reserved for teacher parking.
- I. Every effort should be made to provide Student Services Personnel a private area (sufficient to accommodate individual/group counseling), locked file cabinet and telephone.
- J. It shall be the district's objective to provide teachers technological tools fundamental to meeting the needs of the classroom.
- 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. Teachers 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.
- 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 Teacher Transfers**

- 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. Seniority as defined in section 10.1.4 will be used to determine which teachers will transfer during the spring for fall placement.
  - B. Reassignments may not be made prior to identifying teachers for the pool.
  - C. 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.
  - D. The teachers in the pool will be listed by subject areas according to their seniority in the Hillsborough County School System.

E. 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.

F. 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.

G. The teacher in the pool with the most seniority will be given the refusal of each vacancy occurring until he is placed. The teacher in the pool with the least seniority will be assigned to any vacancy occurring if all teachers with more seniority have refused the position. Teachers not assigned will remain in the pool 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.

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

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

J. 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 unmarked 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 New School or Consolidation Transfers

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

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

#### 12.2 Sick Leave Bank

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 Benefits

- A. Eligibility for payment from the sick leave bank shall be determined by the Sick Leave Bank Committee based upon the following:
  - 1. Sick Leave Bank members are not eligible for benefits for a pre-existing condition until after January 1, 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 1, 2, and 3 above must be met.
  7. All cases shall be reviewed when the 50th day of benefits is reached. The committee may request additional medical certification.
- B. Utilization of paid sick leave will be determined based upon the following:
1. The Sick Leave Bank days, for payment purposes, are only effective on the days which are normally paid days for each particular job classification.
  2. Members of the Sick Leave Bank who are drawing benefits are not eligible for sick leave or vacation accrual. Paid holidays occurring during the approved benefit period will be paid as a benefit of the Sick Leave Bank.
  3. During the duration of the coverage by the Sick Leave Bank days, the recipient is responsible for submitting updated medical statements from both physicians at the end of each month or as otherwise advised by the committee's chairperson. This should be forwarded to the attention of the Chairperson of the Sick Leave Bank Committee.
  4. When the physician(s) releases the member for return to duty, the member is required immediately to advise the chairperson of the Sick Leave Bank Committee of this change in status. A member who fails to advise the Chairperson of the release from a physician to return to work shall forfeit their rights to all sick leave bank benefits paid after the release and shall be personally liable for restitution to the bank of all funds received.

#### 12.2.4 Administration

- 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 11.4.6E) 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.E.) 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.E) 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 Teachers 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 Teachers must inform the principal of the anticipated date that their absence will begin and the anticipated date of return.

12.23.3 Teachers may use either paid or unpaid sick leave any time before the child's birth or adoption. A maximum of twelve weeks' unpaid leave may be taken after the child's birth or adoption for normal recuperation. At the end of the twelve- week period, the teacher must go on an approved leave or return to work.

12.23.4 A leave for maternity, paternity, adoption, or family care may be granted for any period of more than thirty (30) days as per 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.

#### **13.3 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 Statute 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 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.

#### 13.11 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. 196 for 10-month teachers
- B. 216 for 11-month teachers
- C. 232 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.

17.4 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 21.3.1 through 21.3.5, 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 11.4.8).
- 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 11.4.8)
- 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.
- 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 unmarked 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 and advise the teacher he is ineligible for reemployment in Hillsborough County Public Schools until the conditions change for which the teacher was not renominated.

B. Overturn the non-renomination and:

1. Leave the teacher in the same school.

2. Transfer the teacher to another school.

C. The administrative review committee upholding a non-renomination may impose restrictions or sanctions on future employment in Hillsborough County Schools. A non-renominated teacher may be required to present evidence up to three years of successful teaching before employment will be reconsidered.

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 21.3.3.

22.4 Differentiated Pay

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 July 1, 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 a teacher is involved in an incident related to their employment which the Superintendent feels 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 teacher. Under this provision, the teacher may be suspended without pay up to ten days.

Any Hillsborough County teacher 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 teacher does not agree with the Superintendent's findings, they may appeal the Superintendent's decision to the School Board in writing within ten days. After the ten-day period, the Superintendent's decision is final.
- 24.1.3 Upon appeal, the Board will review the issue within two official Board meetings after the request is made. The Board will submit its decision to the teacher within ten days after the review.
- 24.2 Suspension Prior to Dismissal Proceedings
- 24.2.1 Any Hillsborough County teacher arrested for a felony, or for a misdemeanor involving moral turpitude, may be immediately suspended from duty by the Superintendent according to the following procedure:
- 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 teacher with the Board and request that a date be set to hear the charges.
  - D. The charges will be served on the teacher with a notice of time and place of the hearing. The teacher must be served notice of the charges not less than ten days prior to such hearing.
- 24.3 Dismissal from Employment
- 24.3.1 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, 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 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 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 teacher shall be entered into evidence at any teacher dismissal hearing.
- 24.3.3 All conferences with teachers related to unsatisfactory performance after a teacher has been notified that dismissal proceedings are contemplated shall be summarized in writing by the administrator with a copy furnished to the teacher. The teacher shall have the right to have a representative from the Association staff present at a conference related to teacher dismissal.
- 24.3.4 A teacher may submit written comments to be filed with a summary to any disagreement on the content.
- 24.3.5 Teachers under contract with the Board shall not be required to submit to a psychiatric examination unless the Superintendent contemplates bringing charges against said teacher pursuant to the Teacher Tenure Law. If such examination is requested, it shall be at the Board's expense. The institution of such a request and the results of the test shall be kept confidential by the Board unless formal charges are brought.
- 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 teacher 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 themselves 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 teacher must request a conference with the principal or other immediate supervisor to discuss and attempt to resolve the problem. This conference shall precede all other steps in the grievance procedure and the administrative review referred to in Section 8.2.

26.7 Level I

- 26.7.1 If the pre-grievance conference with the principal or immediate supervisor as described in Section 25.6 is not resolved to the grievant's satisfaction, the grievant or representative will file on a Level I grievance on the Grievance Form with their principal or immediate supervisor, with the objective of resolving the grievance. A written disposition of the grievance will be given to the grievant within ten workdays. 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 Level 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 they have first met with the appropriate principal, they may file the a 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, within ten (10) workdays. The Superintendent or their designee shall have ten (10) workdays after receipt of the grievance to schedule a hearing.
- 26.8.2 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.
- 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 Level III
- 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 shall notify the Board. The Board's secretary shall schedule a Level III hearing at the next available date.
- 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, the General Manager of Employee Relations shall provide the Board and the Association with a verbatim record of the Level II hearing with 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.

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, the Association may move the grievance to arbitration by filing a Level IV form with the Superintendent.
- 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**

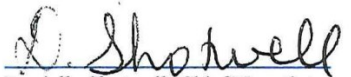
28.1.1 The portion of this agreement traditionally called non-money items shall become effective when approved by the Board and the Association and shall continue in effect to and including June 30,

2026, 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 2026, or the first working day in May in any year the contract is extended, a written document setting forth the changes desired.

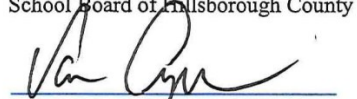
28.2 Money Items

- 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, 2026, 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 2026, 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 November 2, 2023.

  
Danielle Shotwell, Chief Negotiator  
School Board of Hillsborough County

  
Nadia T. Combs, Chair  
School Board of Hillsborough County

  
Van Ayres, Superintendent  
School Board of Hillsborough County

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

  
Robert Kriete, President  
Hillsborough Classroom Teachers Association

## **APPENDIX A: Unit Represented List**

*(Will include updated list upon completion of PERC Unit Clarification)*

## **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 ( <i>Circle</i> ) | 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**

## 2025-2026 INSTRUCTIONAL SALARY SCHEDULE A (SCHDA)

*For employees hired prior to July 1, 2013.*

| Level | Bachelor's Degree |             | Master's Degree |             | Specialist Degree |             | Doctorate Degree |             |
|-------|-------------------|-------------|-----------------|-------------|-------------------|-------------|------------------|-------------|
|       | 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   |

## 2025-2026 INSTRUCTIONAL SALARY SCHDULE B (SCHDB)

*For employees hired prior to July 1, 2013.*

| Level | Bachelor's Degree |             | Master's Degree |             | Specialist Degree |             | Doctorate Degree |             |
|-------|-------------------|-------------|-----------------|-------------|-------------------|-------------|------------------|-------------|
|       | 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   |

**2025-2026 INSTRUCTIONAL SALARY  
SCHEDULE E (SCHDE)**

*For employees hired prior to July 1, 2015*

| Years<br>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*

**2025-2026 INSTRUCTIONAL SALARY  
SCHEDULE G (SCHDG)**

*For employees hired prior to July 1, 2015.*

| Years<br>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*

**2025-2026 INSTRUCTIONAL SALARY  
SCHEDULE P (SCHDP)**

*For employees hired after July 1, 2015*

| Years<br>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*

**2025-2026 INSTRUCTIONAL SALARY  
SCHEDULE Q (SCHDQ)**

*For employees hired after July 1, 2015.*

| Years<br>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*

**2025-2026 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    |

**2025-2026 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    |

**2025-2026 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 |

## 2025-2026 ANNUAL INSTRUCTIONAL SUPPLEMENTS

### 2025-2026 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.

### 2025-2026 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          |

## 2025-2026 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          |

## 2025-2026 HIGH 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.

## 2025-2026 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.

## 2025-2026 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 (FHSA) 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.

**2025-2026 ECONOMIC AGREEMENT FOR THE INSTRUCTIONAL UNIT  
BETWEEN HILLSBOROUGH COUNTY PUBLIC SCHOOLS  
AND THE HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION**

This agreement is made on this 8<sup>th</sup> day of September 2025, 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.”

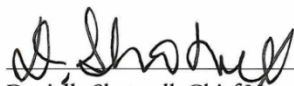
The Parties mutually agree to the following:

1. Effective July 1, 2025, all instructional salary schedules agreed upon shall be updated and included in Appendix C of the Collective Bargaining Agreement.
2. Effective July 1, 2025, 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 2024-2025 school year.
3. Effective July 1, 2025, employees at the top of their respective salary schedules will receive a one-time top step payment of two thousand dollars (\$2,000) 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 2024-2025 school year.
4. Effective July 1, 2025, 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 2025-2026 school year. This payment is a supplement to employee base pay. Eligible employees must have worked half plus a day of the 2025-2026 school year and be current, active employees at the time of payment.
5. Effective July 1, 2025, 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 2025-2026 school year. This payment is a supplement to employee base pay. Eligible employees must have worked half plus a day of the 2025-2026 school year and be current, active employees at the time of payment.
6. ESE instructional employees (*see attached job codes*), all instructional employees at our Exceptional Centers (*Caminiti, Carver, Dorothy Thomas, Eisenhower, Lavoy, Lopez, Peters & Simmons*) and School Psychologists will receive an additional one-time ESE critical shortage supplement of one thousand five hundred dollars

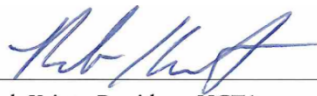
(\$1,500) to be paid at the conclusion of the 2025-2026 school year. This payment is a supplement to employee base pay. Eligible employees must be current, active employees at the time of payment.

7. In accordance with Section 22.4.5, for the 2025-2026 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.
8. 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 2025-2026 school year. This payment is a supplement to employee base pay. Eligible employees must be current, active employees at the time of payment.
9. In accordance with 3.4.6, for the 2025-2026 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.
10. For the 2025-2026 school year the parties agree to pay highly qualified teachers, as defined by state and federal statute, who are assigned to Designated Schools of Need (*list attached*) shall be paid a salary differential of two thousand dollars (\$2,000). Eligibility shall be determined by an effective or higher evaluation rating and certification for the assignment. The parties further agree to develop a MOU for the Designated Schools of Need for the 2025-2026 school year.
11. 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.
12. The Board will pay the cost of fingerprint monitoring fees for Instructional unit employees in accordance with Section 13.11.

Executed on this 8<sup>th</sup> day of September 2025.



Danielle Shotwell, Chief Negotiator HCPS



Rob Kriete, President, HCTA



Brittni Wegmann, Chief Negotiator, HCTA

**# 6 Eligible Job Codes for ESE Critical Shortage Supplement 2025-2026:**

| <b><u>Job Code</u></b> | <b><u>Job Title</u></b>     |
|------------------------|-----------------------------|
| 10530                  | Access Points               |
| 10322                  | Diagnostician, SLH          |
| 10533                  | Behavior Support            |
| 10502                  | Hearing Impaired            |
| 10505                  | Hosp/Homebound              |
| 10534                  | Pre-K ESE                   |
| 10516                  | SLH                         |
| 10397                  | Spec, ESE                   |
| 19210                  | Therapist, Staff Occupation |
| 19209                  | Therapist, Staff Physical   |
| 10531                  | VE                          |
| 10532                  | Visually Impaired           |
| 12080                  | ESE DRTs                    |
| 10435                  | ESE Staffing Specialists    |
| 10436                  | ESE Transition Specialists  |
| 10321                  | Audiologists                |
| 10331                  | School Psychologists        |

### #10 2025-2026 DESIGNATED SCHOOLS OF NEED

The following schools who were previously designated as Renaissance and who earned a school grade of C or below for the 2024-2025 school year will be defined as Schools of Need for the 2025-2026 school year:

| <u>Elementary</u>                     | <u>Middle</u>         | <u>High</u>      | <u>K-8</u>       |
|---------------------------------------|-----------------------|------------------|------------------|
| Bing Elementary School                | Dowdell Middle School | Chamberlain High | Pizzo K-8 School |
| Bryan Elementary School               | Pierce Middle School  |                  |                  |
| Clairmel Elementary School            | Webb Middle School    |                  |                  |
| Dover Elementary School               |                       |                  |                  |
| Dunbar Elementary School              |                       |                  |                  |
| Egypt Lake Elementary School          |                       |                  |                  |
| Folsom Elementary School              |                       |                  |                  |
| Oak Grove Elementary School           |                       |                  |                  |
| Reddick Elementary School             |                       |                  |                  |
| Tampa Bay Boulevard Elementary School |                       |                  |                  |
| Town & Country Elementary School      |                       |                  |                  |
| Wimauma Elementary School             |                       |                  |                  |

Additionally, the following schools not currently being served in the Transformation Network who are Tier 1 Direct Certified and received a School Grade of a fragile C or D for the 2024-2025 school year shall also be included for the 2025-2026 School Year as Designated Schools of Need:

| School Name                     | School Type | #Direct Cert | %DC    | School Grade 2025 |
|---------------------------------|-------------|--------------|--------|-------------------|
| MULLER ELEMENTARY MAGNET SCHOOL | Elementary  | 295          | 80.16% | C (43%)           |
| SCHMIDT ELEMENTARY SCHOOL       | Elementary  | 413          | 83.27% | C (45%)           |
| THONOTOSSASSA ELEMENTARY SCHOOL | Elementary  | 309          | 83.51% | C (47%)           |
| TWIN LAKES ELEMENTARY SCHOOL    | Elementary  | 460          | 86.47% | C (42%)           |
| WILSON ELEMENTARY SCHOOL        | Elementary  | 250          | 81.43% | D (40%)           |

Title 1 (Tier 1) = 75% and above Direct Certified

Fragile C or D = Elementary: 47% or below | Middle/High: 50% or below

## **APPENDIX D: MOUs**



## **MEMORANDUM of UNDERSTANDING TRANSFORMATION NETWORK SCHOOLS 2025-2026**

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; 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 2025-2026 school year:

### **TRANSFORMATION SCHOOLS -**

#### **1. Select Instructional and Paraprofessional Unit Incentives at Transformation Schools**

The parties agree that fully staffing Transformation Network Schools with effective and highly effective educators and paraprofessionals 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. Identification of Transformation Network Schools**

Prior to the Spring transfer period, the district will provide a list of Transformation Network Schools for the 2025-2026 school year. See attached list.

- b. Additional Pay:** Any eligible employee within the instructional bargaining unit will receive additional pay for additional work expectations and requirements 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 19, 2025, and UNISIG recipients will receive the first payment after funding is received from the state by the

end of January. Second semester payments will continue to be made regularly, on a bi-weekly basis, for eligible instructional staff. ***(Should bi-weekly payments not be possible by the first pay period in the second semester of the 2025-2026 school year, the parties will convene to establish a payment schedule.)***

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 17, 2025), 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 (2<sup>nd</sup> semester payment).

This additional payment for eligible instructional staff will be at a maximum of \$5,000.00 or any state awarded bonus payment, whichever is greater. Eligible employees are only eligible to receive either the state or district bonus payment, not both.

For instructional paraprofessionals a \$1,000.00 annual payment will be provided. For paraprofessionals, the first payment will occur after the release and validation of final evaluation scores (on or before December 19, 2025, and will continue to be made regularly, on a bi-weekly basis, for second semester. ***(Should bi-weekly payments not be possible by the first pay period in the second semester of the 2025-2026 school year, the parties will convene to establish a payment schedule.)***

- c. Commitment to Assignment: Staff members are not eligible to transfer out of a Transformation Network School during the 2025-2026 school year. All requests for transfer will be reviewed by the Deputy Superintendent of 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 transfer agreement impacts. Additionally, an employee will explicitly be made aware of this provision prior to accepting employment at a Transformation Network School.
- d. Additional HOST discount provided for the 2025-2026 SY only:
  - i. Instructional staff and instructional paraprofessionals working at a Transformation Network School will receive a 50% HOST discount at any district HOST site.

## 2. Professional Autonomy & Additional Work Expectations for Pay:

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 learning.

State Rule 6A- 1.099811 expectations are as follows:

- a. Core academic teachers shall be provided with common planning time on a consistent basis during the workday (grade level, subject).
  - i. Core academic teachers will receive a minimum of 225 minutes of time

during the work week (equivalent to 45 minutes per day during the student day). One day (45 minutes per week) 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.

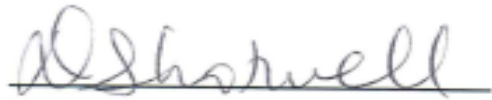
- ii. Core academic teacher definition:
  - regular full-time Kindergarten through Eighth grade.
  - VE
  - ESOL
  - self-contained ESE teachers

b. Additional pay for additional work expectations:

- i. In an effort to not sacrifice regular contractual planning time for data analysis, etc., 45 minutes per week of time shall be used to progress monitor data weekly to inform student mastery of standards and instruction.
  - 1. 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.
  - 2. Teachers shall be provided coaching, and development based on analysis of student data and classroom observational data.
  - 3. Ensure school staff with a state VAM data are rated Highly Effective and Effective with less than effective categories not higher than the overall district average (Unsatisfactory and Needs Improvement).
- 3. All other non-core 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.

2025-2026 Transformation Network Schools:

| Elementary                        | Middle                     | K- 8                           |
|-----------------------------------|----------------------------|--------------------------------|
| BROWARD ELEMENTARY SCHOOL         | BURNETT MIDDLE SCHOOL      | DR CARTER G WOODSON K-8 SCHOOL |
| BURNEY ELEMENTARY SCHOOL          | EISENHOWER MIDDLE SCHOOL   | SULPHUR SPRINGS K-8 SCHOOL     |
| EDISON ELEMENTARY SCHOOL          | GIUNTA MIDDLE SCHOOL       |                                |
| FOREST HILLS ELEMENTARY SCHOOL    | GRECO MIDDLE MAGNET SCHOOL |                                |
| FOSTER ELEMENTARY SCHOOL          | JENNINGS MIDDLE SCHOOL     |                                |
| GIBSONTON ELEMENTARY SCHOOL       | MEMORIAL MIDDLE SCHOOL     |                                |
| GRAHAM ELEMENTARY SCHOOL          | SHIELDS MIDDLE SCHOOL      |                                |
| IPPOLITO ELEMENTARY SCHOOL        | SLIGH MIDDLE SCHOOL        |                                |
| JACKSON ELEMENTARY SCHOOL         | TURKEY CREEK MIDDLE SCHOOL |                                |
| JAMES ELEMENTARY SCHOOL           |                            |                                |
| KENLY ELEMENTARY SCHOOL           |                            |                                |
| LAMB ELEMENTARY                   |                            |                                |
| LOCKHART ELEMENTARY MAGNET SCHOOL |                            |                                |
| MANGO ELEMENTARY SCHOOL           |                            |                                |
| MCDONALD ELEMENTARY SCHOOL        |                            |                                |
| MILES ELEMENTARY SCHOOL           |                            |                                |
| OAK PARK ELEMENTARY SCHOOL        |                            |                                |
| PALM RIVER ELEMENTARY SCHOOL      |                            |                                |
| POTTER ELEMENTARY SCHOOL          |                            |                                |
| ROBLES ELEMENTARY SCHOOL          |                            |                                |
| RUSKIN ELEMENTARY SCHOOL          |                            |                                |
| SHAW ELEMENTARY SCHOOL            |                            |                                |
| SHEEHY ELEMENTARY SCHOOL          |                            |                                |
| TAMPA HEIGHTS ELEMENTARY MAGNET   |                            |                                |
| TEMPLE TERRACE ELEMENTARY SCHOOL  |                            |                                |
| THOMPSON ELEMENTARY               |                            |                                |
| WASHINGTON ELEMENTARY SCHOOL      |                            |                                |
| WITTER ELEMENTARY SCHOOL          |                            |                                |



Danielle Shotwell  
General Manager of Employee Relations  
Hillsborough County Public Schools

4/25/25

Date



Brit Wegmann  
Executive Director  
HCTA

4/25/2025

Date



Rob Kriete  
President  
HCTA

4/25/2025

Date



**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 1<sup>st</sup> 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.

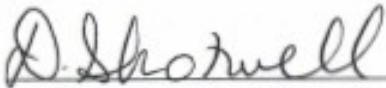
**Contingencies:**

- 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.

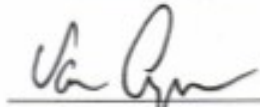
Funds generated from the millage referendum are intended to supplement employee base salaries and are not intended to diminish or supplant any other funds available to increase employee wages each year.

The parties shall meet no later than May 1<sup>st</sup> 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



Van Ayres, Superintendent  
Hillsborough County Public Schools



Brittni Wegmann, Chief Negotiator  
Hillsborough Classroom Teachers Association



Robert Kriete, President  
Hillsborough Classroom Teachers Association

**Attachment: ESTIMATED BREAKDOWN OF REVENUE**

## HCTA INSTRUCTIONAL – November 7, 2024

*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**

### **Transfer and Open Hire Timeline for Recruitment and Hiring 2025-2026**

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 2025-2026 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 2025-2026 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 10, 2025, at 4:45 pm.
3. The Open Hiring Period for new hires will continue until Friday, August 8, 2025, 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 2<sup>nd</sup> 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 8, 2025. 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 day December 11, 2024.

 12-11-24  
\_\_\_\_\_  
Danielle Shotwell  
Chief Negotiator  
Hillsborough County Public Schools

 12/11/2024  
\_\_\_\_\_  
Brittni Wegmann  
Chief Negotiator  
Hillsborough Classroom Teachers Association

## **APPENDIX E: FORMS**



## 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**  
**2023-2026**  
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CASE No.: 26-CA-000617

## Plaintiff Exhibit

“A”

### Heroes in the Classroom Bonus Letter/ Contract

Purpose: Proof of binding Contract between Plaintiff and Defendant stipulating agreement for two years of educational service in exchange for bonus

Note: As the contract requires proof of service in the form of DD214, the District was therefore in possession of documents proving Plaintiff's authorization to carry concealed weapons pursuant to FSS 790.01(1)(b) and FSS 790.25(2)(a).

**School Board**  
Jessica Vaughn, Chair  
Karen Perez, Vice Chair  
Nadia T. Combs  
Lynn L. Gray  
Stacy A. Hahn, Ph.D.  
Patricia "Patti" Rendon  
Henry "Shake" Washington



**Superintendent**  
Van Ayres

TO: Classroom Teachers hired after July 1, 2024

FROM: Craig Horstman

DATE: January 14, 2025

RE: Heroes in the Classroom Bonus Program

You have been identified as a classroom teacher hired after July 1, 2024. If you are a retired first responder or veteran, you may be eligible for a one-time sign-on bonus of \$4000 through the Heroes in the Classroom Grant. To be eligible you will need to submit this signed and dated document along with the following by close of business on Friday, January 24, 2025, to my office:

- Documentation of an honorable discharge or retirement.
- Documentation that you were not subject to any disciplinary action during the last five years of your employment as a service member in the United States Armed Forces or as a first responder. The term "disciplinary action" includes suspensions, dismissals and involuntary demotions that were associated with the disciplinary actions. A letter from the employer on letterhead stating no disciplinary action in the last five years of employment will full fill this requirement for retired first responders. The Honorable Discharge document will meet the requirement for retired veterans.
- A copy of your professional educator certificate or temporary certificate.

By signing this document, you agree to maintain employment with the school district for a minimum of two consecutive school years upon receipt of the sign-on bonus. An individual who accepts a sign-on bonus pursuant to this paragraph must reimburse the Department the amount of the sign-on bonus

Name

Date

14 JAN 24

Respectfully,

Craig Horstman General Manager of Personnel Services  
Human Resources  
2920 North 40th Street  
Tampa, Florida 33605  
Craig.Horstman@HCPS.net

CASE No.: 26-CA-000617

## Plaintiff Exhibit

“C”

# Hillsborough County Public School District Employee Handbook



# Hillsborough County

## PUBLIC SCHOOLS

Preparing Students for Life

# Employee Handbook

Human Resources Division | Employee Relations

*Board Approved: September 6, 2016*

*Updated: 2025*



## INTRODUCTION & PURPOSE

This handbook contains a summary of policies, benefits, and regulations in effect at the time of this publication. This handbook should not be construed as creating any kind of "Employment Contract". The Hillsborough County Public Schools reserves the right to add, change, or delete policies and regulations as updates occur through contract language negotiations and changes and/or additions to board approved policies.

All employees of the district are responsible for reviewing and following the [Hillsborough County School Board Policies and Procedures](#) in their entirety, along with individual applicable bargaining group contracts. These documents are posted on the [Employee Relations page](#) of the [HCPS web site](#).

## HUMAN RESOURCES—SUPPORTING OUR EMPLOYEES

The Hillsborough County Public Schools Human Resources Division promotes quality employment services and on-going career development within the Hillsborough County Public Schools organization. We are committed to providing our employees and applicants with the necessary resources to build their professional capacity in their choice line of work within the school district. We respect each of our employees and work to help them achieve their professional goals.

## IMPORTANT PHONE NUMBERS

### **HCPS Main Line: (813) 272-4000**

Academic Services: (813) 272-4221

Employee Safety: (813) 872-5263

Payroll Department: (813) 272-4317

Professional Development: (813) 840-7358

Student Services: (813) 273-7136

Technical Support: (813) 744-6673

### **Human Resources Main Line: (813) 272-4143**

HR—Application Center: (813) 840-7181

HR—Certification: (813) 840-7180

HR—Leaves (813) 840-7380

HR—Employee Processing: (813) 840-7177

HR—Employee Relations: (813) 840-7139

HR—Recruitment: (813) 840-7167

HR—Employee Benefits: (813) 272-4665

Employee Assistance Program: 1-855-327-6463

Alight: 1-866-522-9133

Aetna: 1-866-262-4481

## IMPORTANT LINKS

### **Hillsborough County Public Schools**

Hillsborough County School Board Policy Manual

Hillsborough Classroom Teachers Association

Hillsborough School Employees Federation

Employee Benefits/Insurance

Aetna

Vitality4U

Kelly Educational Staffing

Florida Department of Education

Florida Retirement System

**www.hillsboroughschools.org**

www.sdhc.k12.fl.us/policymanual

www.hillsboroughcta.org

www.hsefonline.org

http://hcps.benefitsnow.com

www.aetna.com

www.powerofvitality.com

https://www.kellyeducationalstaffing.us

http://www.fldoe.org

www.myfrs.com

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# COMPENSATION & BENEFITS

## EMPLOYEE RELATIONS SHAREPOINT—DOCUMENTS & FORMS

HCPS employees have access to an internal SharePoint site that provides pertinent Employee Relations documents and forms. This site is available at (employees must log into their district Microsoft365 account to access): [hillsborough.sharepoint.com/sites/EmployeeRelations](https://hillsborough.sharepoint.com/sites/EmployeeRelations).

## EMPLOYEE WORK ATTENDANCE/ABSENT WITHOUT LEAVE

HCPS Board Policy [3430](#), [4430](#)

Hillsborough County Public Schools has an expectation of reliable and predictable attendance for all employees.

Regular attendance is an essential function of all employees. All employees who are absent from duty must be on approved leave. Any employee who is absent from duty without approved leave may be subject to disciplinary action up to and including dismissal. Collective bargaining agreements from sections noted below should be referred to for specific leave requirements:

- HCTA Contract § 12.1.3
- ESP Contract § 17.2.1 & § 17.2.2
- HSEF Contract § 33.2.1 & § 33.2.2

All absences from duty must be for a reason that can be excused by the administrator/immediate supervisor. Employees who are willfully absent from duty without leave, who have excessive absences directly related to non-paid time, or who misrepresent the cause of absence shall forfeit compensation for the time of such absence and shall be subject to disciplinary procedures.

§ § 1012.22, .61, .63, .66, .67, Fla. Stat.

## LEAVE OF ABSENCE

Unless otherwise specified by law, leave is granted at the discretion of the HCPS School Board. Policies concerning leave are designed to protect school, and site operation from unnecessary interruption due to absences.

The *Extended Leave Request*, including required certification and/or documentation, must be received by the Human Resources Division except in cases of emergency 20 days (HCTA); 2 weeks (ESP & HSEF) before the effective start date of the leave. Family Medical Leave Act (FMLA) will run concurrently with any other contract leave for all employees who qualify. FMLA request must be

submitted to Human Resources with medical certification from the medical provided prior to the effective start date of the leave.

All requests for leave of absence are as follows and are in the department SharePoint, Employees can also seek assistance through the Human Resource Leave Specialist(s).

Commonly Used Leave Forms:

- *Request for Leave of Absence* (SB35500) – necessary for all leaves
- *Leave Statement of Understanding* (SB34602) - necessary for extended leaves related to Personal Illness/Injury, Family Member Illness/Injury, or Childbirth/Adoption
- *Medical Certification Form* (SB34601) – necessary for FMLA/health related leave and must be completed by an approved medical professional
- *Use of Continued Paid Leave* (SB70515) - For the Purposes of Personal Illness (Health), Maternity, Paternity, Adoption/Foster Care, Family Care

The school board may cancel the leave if it is used for a different purpose or cause.

Refer to the bargaining group contract for leave eligibility.

## **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

HCPS Board Policy [1430.01](#), [3430.01](#), [4430.01](#)

For an employee to be eligible for FMLA leave all following eligibility requirements must be met:

- Have worked for HCPS for at least 12 consecutive months.
- Have worked at least 1,250 hours during the preceding 12 months prior to the start of the leave.
- Have a qualifying medical condition for the reason of the FMLA request.
- Have submitted required medical certification from the treating physician to HR.

The following entitle eligible employees to FMLA leave:

- Birth of a child
- Placement of a child by adoption or foster care
- Care for the employee's seriously ill spouse, child, or parent
- Serious health condition that makes the employee unable to perform his or her job functions

FMLA leave may be approved for continuous leave up to 12 weeks or intermittently for a total of 480 hours/60 workdays within a 12-month period.

**Note: An FMLA leave runs concurrent with any other type of leave (health, illness, family care, maternity/paternity, adoption).**

## DONATED SICK LEAVE

HCPS Board Policy [1430.03](#), [3430.03](#), [4430.03](#)

The school district policy regarding donated sick leave allows that a district employee may authorize their spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee.

The recipient may not use the donated sick leave until all their sick leave has been depleted, excluding sick leave from the sick leave bank if the recipient participates in the sick leave bank. The donated sick leave shall have no terminal value.

Recipient:

- Is defined as the employee who will receive donated sick leave from a family member who is a district employee.
- Must be in a position and status that is eligible to accrue sick leave and must deplete their sick leave balance.
- Will be compensated with donated sick leave for non-paid absences charged to sick during the donor's specified donation period.
- Donated time is not counted against days paid for salary adjustments.

Donor:

- Is defined as the employee who will donate sick leave to a family member who is a district employee.
- Employee who is the spouse, child, parent, or sibling of the recipient.
- Must maintain a sick leave balance equal to ten (10) days to be eligible to donate.
- Donated day will be converted to the normal scheduled hours per day for the recipient
- Accrued sick leave balance will be reduced with each donation.

§ 1012.61, Fla. Stat.

## FITNESS FOR DUTY

HCPS Board Policy [1161](#), [3161](#), [4161](#)

If the superintendent, or designee, believes a staff member is unable to perform essential functions of the position to which the staff member is assigned, with or without reasonable accommodations, the staff member will be offered the opportunity for a meeting to discuss these issues.

The superintendent, or designee, may require a staff member to submit to an appropriate examination by a health provider designated by the school board to determine whether or not the staff member is able to perform essential functions of the position to which the staff member is assigned, with or without reasonable accommodations. The school board shall pay any uninsured fees for such examinations.

A staff member may be placed on a leave of absence related to fitness for duty. Such leave shall be without pay; however, the employee may use accrued leave, if available.

§ 1012.23, Fla. Stat.

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

*HCPS Board Policy [1420](#)*

As a benefit to all employees and individuals living in their household (including dependent children up to age 26 whether or not they live at home), the school board provides free, confidential counseling and work-life balance services that are available 24 hours a day, 7 days a week through *Resources for Living*.

*Resources for Living* provides the opportunity to meet with licensed counselors in person, by phone or tele-video for five (5) sessions per year at no cost to the employee or family member. Professional therapists are on hand to help members cope with life events that can challenge their ability to balance work and family responsibilities.

In addition, *Resources for Living* provides a free half-hour consultation per financial topic per year to help with budgeting, retirement planning, credit/debt issues, and more. Also, a free half-hour consultation per legal topic per year is available with an attorney.

Work-life balance consultation, information, and assistance are available to help in locating resources such as child care, elder care, pet care, and more. Additionally, web-based resources on a variety of behavioral health and work life balance topics are provided. Resources include articles, webinars, videos, and a Stress Resources Center.

Please visit [www.resourcesforliving.com](http://www.resourcesforliving.com) for a complete listing of services and newsletters. To schedule a confidential appointment, please contact 1-855-327-6463 (username: SchoolEAP, password: 8553276463).

## **WORKERS' COMPENSATION**

*HCPS Board Policy [1420](#)*

If injured on the job, the Florida Workers' Compensation Law protects employees. If an employee is hurt on the job, regardless of how slight an injury, they must immediately report the injury to their supervisor or principal. Even if it is believed the injury is insignificant at the time, it could develop into something that requires medical care. A report needs to be on file for the employee to receive treatment.

This benefit is provided by state statute, and there are rules and procedures both the employee and the employer must follow.

The school board provides safety equipment that must be used when engaging in certain activities. Employees must be sure to use this protection because they could be penalized if injured while not doing so. A good example is the use of a vehicle seat belt. Using it not only protects employees against injury but also protects employees' rights under Workers' Compensation and the ability to recover from the responsible party.

### **Workers' Compensation Injured Employee Responsibilities:**

Administrators or supervisors must be notified as soon as possible of an injury or suspected injury. A designee from the injured employee site/location must call in the Workers' Compensation Claim to Broadspire, the Hillsborough County Public Schools third party administrator for injury/accidents. Injured employees are to return all information requested by Broadspire as soon as possible to expedite medical services for the injury.

Employees must use an approved/authorized HCPS or Medical facility. If an employee is brought to an emergency room or after-hours urgent care facility, they are expected to follow-up with an authorized workers' compensation doctor upon release. All paperwork from each workers' compensation doctor visit must be returned to the site secretary.

### **Contact Information:**

- Workers' Compensation Office: (813) 840-7356
- Broadspire Liaison: (813) 840-7355
- Occupational Health Nurse: (813) 840-7336 or (813) 840-7354
- Broadspire/Third Party Administrator: 754-206-5836

## **SALARY SCHEDULES**

The [Employee Salary Schedule](#) is posted both on the internal employee-only [Employee Relations SharePoint](#) and on the public [Employee Relations](#) page of the [HCPS web site](#).

### **Notes on Salary Schedules:**

- Instructional Salary Schedules indicate completed and negotiated years of effective experience and rate of pay.
- Instructional Support Salary Schedules indicate:
  - Grades: A grade is assigned to the job classification code assigned to the support employee.
  - Levels: A level is determined by number of days paid per fiscal year (June 1 – July 30) and negotiated increases.

## **PAY ADVICES**

Payroll advices are available to employees via the [Payroll Document Self-Service](#) icon in [Education Connection](#) or the [Hillsborough Staff Hub](#).

## **PAYROLL AUTHORIZATION (DIRECT DEPOSIT)**

*HCPS Board Policy [6510](#)*

The most substantial payment of public funds for the operation of the district is that which is made to the employees of the school board for services rendered. This policy is promulgated to ensure that each person so compensated is validly employed by this district and that the compensation remitted fairly represents the services rendered. All personnel are paid on a bi-weekly schedule and by direct deposit.

§§ 1001.51, 1012.22, Fla. Stat.

## **CHANGE OF NAME, ADDRESS, PHONE NUMBER**

All changes in address or phone numbers should be reported in writing via email to the hiring site's assigned Human Resources Department Representative.

Name changes should be reflected on a Social Security Card, and a copy of the new card should be sent to the hiring site's assigned Human Resources Department Representative.

## **FAIR LABOR STANDARDS ACT (FLSA)**

*HCPS Board Policy [6700](#)*

It is the school board's policy to comply with the provisions of the Fair Labor Standards Act (FLSA) and its implementing regulations unless the terms of an applicable collective bargaining agreement provide for greater rights to its employees. To that end, the board shall pay at least the minimum wage required by the FLSA to all covered, non-exempt employees. Further, the board recognizes the safe and efficient operation of the district may occasionally require covered, non-exempt employees to work more than forty (40) hours during a given work week. Work week is defined as the seven-day period of time beginning on Sunday at 12:00 a.m. and continuing to the following Saturday at 11:59 p.m. [or Monday at 12:00 a.m. and continuing to the following Sunday at 11:59 p.m.]. Covered, non-exempt employees who work (i.e., perform work on behalf of or for the benefit of the board) more than forty (40) hours in a given work week will receive premium pay (i.e., one and one-half times the employee's regular hourly rate of pay) for all hours worked in excess of forty (40).

Bargaining unit members will refer to collective bargaining agreements regarding overtime pay.

The superintendent shall determine the necessity and availability of overtime work. Non-exempt employees who work overtime without prior approval from the superintendent or a supervisor may be subject to disciplinary action up to and including termination.

Exempt employees are individuals who are exempt from the FLSA minimum wage and overtime provisions. These employees include persons employed in bona fide executive, administrative, and professional positions, and certain information technology employees. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. Additionally, the predetermined amount cannot be reduced because of variation in the quality or quantity of the employee's work.

Notwithstanding the fact that exempt school employees continue to meet the salary basis requirements and are not disqualified from exemption even if the employee's pay is reduced or the employee is placed on a leave without pay for absences for personal reasons or because of illness or injury of less than one work-day because accrued leave is not used for specific reasons, the board reserves the right to make deductions from the pay of otherwise exempt employees under the following circumstances:

- The employee is absent from work for one or more full days for personal reasons other than sickness or disability.
- The employee is absent from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness.
- To offset amount employees receive as jury or witness fees or for military pay.
- For unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.
- For penalties imposed in good faith for infractions of safety rules of major significance.

The board shall also not be required to pay the full salary in the initial or terminal week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family & Medical Leave Act.

The board recognizes that with limited legally permissible exceptions, no deductions should be taken from the salaries of exempt employees. If an exempt employee believes that an improper deduction has been made to his/her salary, the employee should immediately report this information to the immediate supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made, and the board will make a good faith commitment to avoid any recurrence of the error.

This policy shall be made available to all employees on an annual basis.

## OVERTIME

Collective bargaining agreements have specific language about overtime for hourly employees:

### **HCTA/ESP Contract—9.3 Overtime Duty Hours:**

9.3.1: Clericals shall normally be given at least one day's notice that overtime duty is necessary. If an emergency precludes one day's notice, the employee shall be given consideration for childcare and scheduled appointments. Clericals shall not be required to work more than fourteen hours during any twenty-four-hour period.

9.3.2: Clericals shall have the option of taking a non-paid meal break during overtime duty after eight hours of regular duty. Clericals working overtime duty on a non-workday shall have a non-paid meal break after every four hours of overtime duty. A fifteen-minute paid break will be given for every two hours of overtime duty not coinciding with meal breaks.

9.3.3: Except in emergencies, when danger to the health or well-being of employees, students or other persons could occur or when danger to school board property is imminent, all overtime duty must be approved by the clerical's principal/supervisor prior to being performed.

9.3.4: Paraprofessionals (except ESE Attendant Riders and part-time O.T./P.T. Assistants) shall only work and be given compensatory time (see Section 6.2.2) in cases where emergencies have made it necessary for them to work beyond their normal time as approved and assigned by their supervisor. The only exception to this emergency provision is noted in Section 18.2.2.

### **HSEF Contract—13.4 Notice of Overtime or Extra Hours:**

Employees shall normally be given at least one (1) day's notice that overtime duty or additional hours are required. If an emergency precludes one day's notice, the employee shall be given consideration for childcare and scheduled appointments.

13.4.2: At the time the overtime notice is given, an agreement shall be reached between the employee and the immediate supervisor as to whether compensation shall be by overtime pay or compensatory time. If an agreement cannot be reached on whether compensation will be overtime pay or compensatory time, then the employee shall be paid overtime for the hours worked.

13.4.3: Employees shall not normally be required to work more than fourteen (14) hours during any 24-hour period.

13.4.4: All employees may be required to report to work during nonscheduled hours in response to a district declared emergency.

## VACATION PAY

Twelve-month full-time employees earn vacation pay. Each collective bargaining agreement offers specific language defining accrual and requests for use:

### **HCTA/Teachers Contract—2.2 Vacation Pay:**

2.2.1: All twelve-month teachers with up to five (5) years of continuous service will be entitled to thirteen (13) days of annual vacation; teachers with five (5) to ten (10) years of continuous service shall be eligible for 16.25 days of vacation annually; teachers who have ten (10) or more years of continuous service shall be eligible for 19.5 days of vacation annually. Vacation leave is cumulative, not to exceed eighty (80) days. Accrued vacation will be paid out at the time of termination in accordance with normal payroll schedules and subject to the payout limitations under state statutes.

2.2.2: Employee vacation requests shall be granted whenever possible. Vacations shall normally be taken during non-student days.

### **HCTA/ESP Contract—10.1 Vacation Pay:**

10.1.1: Vacation leave shall be earned on paid time only.

10.1.2: Upon successful completion of the six-month new hire probationary period, an ESP employee shall be eligible for accumulated vacation leave. Such leave may not be utilized without the approval of the immediate supervisor.

10.1.3: Vacation accrual rates for ESP employees are based on continuous years of service and are as follows:

- a. ESP employees with less than five years of service - ten days per year.
- b. ESP employees with five or more years of service but less than ten years of service - twelve days per year.
- c. ESP employees with ten or more years of service but less than fifteen years of service - fifteen days per year.
- d. ESP employees with fifteen or more years of service - twenty days per year.

10.1.4: Twelve-month ESP employees may allow their vacation to accrue to a maximum of eighty days for use during the active period of employment. Upon termination or death, payment shall be limited to sixty (60) days.

### **HSEF Contract—24.1 Vacation Pay:**

24.1.1: Upon successful completion of six (6) months of employment, and with the approval of the immediate supervisor, an instructional support 12-month employee shall

be granted accumulated vacation leave. Such leave may not be utilized until six months of permanent employment have been completed.

24.1.2: Vacation leave shall be earned on paid time only for 12-month permanent employees.

24.1.3: Vacation accrual rates for 12-month permanent instructional support employees are based on continuous years of service and are as follows:

- a. With less than five (5) years of service 10 days per year.
- b. With five or more years of service but less than ten years of service 12 days per year.
- c. With ten or more years of service but less than fifteen years of service 15 days per year.
- d. With fifteen or more years of service 20 days per year.

24.1.4: Vacation accrual is cumulative to a maximum of 80 workdays. Accrued vacation will be paid out at the time of termination in accordance with normal payroll schedules and shall be limited to 60 days.

24.1.5: An employee desiring vacation leave must apply and receive a written response within two (2) days from the immediate supervisor or designee. If no response is received, the employee's request will be considered approved without exception. Employees must utilize the appropriate leave of absence form and must submit this form no later than two (2) workdays prior to the first day of vacation.

24.1.6: Each twelve-month employee shall be provided with an opportunity to take vacation days which would accrue annually. Normally, school-based employees will not be granted vacation while school is in session. School based administrators will make every effort to accommodate vacation requests during non-school (regular) periods for custodial employees.

24.1.7 Less than twelve-month employees do not accrue vacation time.

## PERSONNEL RECORDS

The Personnel Records Department performs the following functions:

- Maintain the district's official personnel files for all active and former employees.
- Verify employment and income for lending institutions, other school districts, and public and state agencies.
- Teacher loan forgiveness programs

All requests can be emailed to [personnel.records@hcps.net](mailto:personnel.records@hcps.net).

# EMPLOYEE EXPECTATIONS

## NONDISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

HCPS Board Policy [1122](#), [3122](#), [4122](#)

The school board does not discriminate on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, military status, sexual orientation, gender identity, genetic information, or social and family background in its programs and employment opportunities. It is the legal obligation and the policy of the board to employ only those persons who are best qualified, with or without reasonable accommodations.

The superintendent shall appoint a compliance officer whose responsibility will be to require compliance with Federal and State regulations related to employees and to promptly manage any complaints in accordance with the law. The compliance officer shall also require that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act of 1990 (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act and/or their implementing regulations, will be provided to staff members and the general public. Any sections of the district's collectively bargained agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the board's statement above.

Continuous Notification of Nondiscrimination (Abbreviated): Pursuant to Title VI, Title IX, Section 504/Title II and other civil rights regulations, the School District of Hillsborough County does not discriminate nor tolerate harassment. For details click: [Notices / Overview](#)

## PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT

HCPS Board Policy [1122.01](#), [3122.01](#), [4122.01](#)

The school board prohibits discrimination and/or harassment against any employee or applicant based upon his/her disability. As such, the board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against otherwise qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The board further will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

The board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability unless the accommodation would impose an undue hardship on the operation of the district's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

The district compliance officer will oversee the investigation of any complaint of discrimination based on disability, which may be filed pursuant to the board's adopted complaint procedure and will attempt to resolve such complaints. The board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504 of the Americans with Disabilities Act.

## **THREATENING BEHAVIOR TOWARD STAFF MEMBERS**

*HCPS Board Policy [1380](#)*

In order to provide a safe, caring, and orderly environment, the board expects civility from all who engage in school activities. Mutual respect, professionalism, and common courtesy are essential qualities that all need to demonstrate in promoting an educational environment free from disruptions, harassment, bullying, and aggressive actions.

## **WORKPLACE HARASSMENT**

*HCPS Board Policy [1362](#)*

Harassment is when a person continually teases, annoys, threatens, or insults another person in either a verbal, physical, or written manner. Sexual harassment is when a person bothers another person using sexual words, pictures, gestures, or conduct that the other person finds offensive. Sexual harassment can also occur when a person is forced by his or her location or situation to see or overhear sexual comments, gestures, or conduct that he or she finds offensive.

Harassment is specifically prohibited by state and federal law, and instances of harassment may result in both civil and criminal liability on the part of the individual harasser, as well as the school board. The board will not tolerate harassment activity by any of its students or employees.

Harassment occurs when a person subjects another person to any unwelcome conduct on account of sex, race, origin, religion, etc. on school property or at a school-sponsored event. Persons who engage in such conduct will be subject to a range of punishment. The school board will not tolerate harassment at any of its sites or activities.

Confidentiality must be maintained as much as possible during any harassment investigation. Confidentiality is maintained when the identity of the people involved or the circumstances surrounding the incident are kept private. For example, you do not maintain confidentiality if you tell your friends that John Doe or Jane Doe harassed you.

Retaliation is defined in the dictionary as meaning “to pay back (an injury) in kind.” When a person is alleged to have engaged in any harassment, the common reaction of that person is to be angry and want to pay him or her back (retaliate). Retaliation must not occur.

Employees should report harassment to their supervisor, manager, or administrator at the work location. Additional sources of contact are:

- Regional Superintendent for your school (phone number is available at the work site)
- General Manager, Transportation: (813) 982-5511
- General Manager, Maintenance: (813) 635-1105
- General Manager, Student Nutrition: (813) 840-7092

## WHISTLEBLOWER PROTECTION

HCPS Board Policy [1211](#), [3211](#), [4211](#)

The school board expects all employees to be honest and ethical in their conduct, and to comply with applicable State and Federal law, board policies and administrative procedures. Staff members shall report any violation or suspected violation of any Federal, State, or local law, policy, or regulation committed by any employee, or agent of an agency or independent contractor that is doing business with the board to the superintendent.

After such a report is made, the superintendent will ask that the employee's report be put in writing. Any employee making such a report shall be protected from discipline, retaliation, or reprisal for making such report as long as the employee made a reasonable and good faith effort to determine the accuracy of any information reported. Employees are subject to disciplinary action, up to and including termination, for purposely, knowingly, or recklessly making a false report under this policy. Conversely, employees are subject to disciplinary action, up to and including termination, if they are aware of a violation of Federal, State, or local law that the board has the authority to correct and they do not make a report confirmed in writing to their immediate supervisor.

Upon receipt of a written report made by any staff member pursuant to this policy, the superintendent shall conduct an investigation.

§§ 112.3187, 112.3189, Fla. Stat.

## COMPLAINT PROCEDURES (ALLEGED DISCRIMINATION/HARASSMENT)

HCPS Board Policy [1122.04](#), [3122.04](#), [4122.04](#)

If an employee or applicant believes that she/he has been discriminated against or harassed on the basis of his/her race, color, religion, sex, age, national or ethnic origin, handicapping

condition, marital status, military status, genetic information, or social or family background (protected characteristics), the person may utilize the following complaint procedure as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

The following person is designated as the district's Section 504/ADA compliance officer:

General Manager of Employee Relations  
Sam Horton Instructional Services Center (ISC)  
2920 N. 40th Street  
Tampa, Florida 33605  
(813) 840-7000

### **Complaint Procedure**

The complaint procedure described in A through F below is available to employees, unsuccessful applicants, and others for the prompt and equitable resolution of complaints alleging discrimination in employment based upon protected classes.

Use of the complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights, the Florida Commission on Human Relations, and/or any other State or Federal agencies responsible for investigating complaints of discrimination.

- A. An individual with a complaint based on alleged discrimination related to employment may first discuss the problem with the district compliance officer or his/her designee. If the district compliance officer is the individual alleged to have committed the discrimination or harassment, the employee may first discuss the matter with the superintendent.
- B. If the informal discussion does not resolve the matter, or if the individual skips Step A, the individual may file a formal written complaint with the district compliance officer, or with the superintendent if the district compliance officer is the individual alleged to have committed the discrimination or harassment. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the district compliance officer, or superintendent if the district compliance officer is the individual alleged to have committed the discrimination or harassment, of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within 180 calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the district compliance officer, or the superintendent if the district compliance officer is the individual alleged to have committed the discrimination or harassment, for good cause.

- C. The district compliance officer or his/her designee, or the superintendent if the district compliance officer is alleged to have committed the discrimination or harassment, will conduct an independent investigation of the matter, which may or may not include a hearing. Although this complaint procedure allows an informal, but thorough investigation, all interested persons and their representatives, if any, shall be afforded an opportunity to present witnesses and other evidence relevant to the complaint. The district compliance officer, or superintendent if the district compliance officer is the individual alleged to have committed the discrimination or harassment, will provide the complainant with a written disposition of the complaint within 20 workdays.

If no decision is rendered by the district compliance officer within 20 workdays, or the decision of the district compliance officer is unsatisfactory in the opinion of the complainant, the individual may file, in writing, an appeal with the superintendent. The district compliance officer, or superintendent if the district compliance officer is the individual alleged to have committed the discrimination or harassment, shall maintain the district's files and records relating to the complaint.

- D. The superintendent will, within 20 workdays of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The superintendent will render his/her decision within 20 workdays of the hearing.

- E. The individual may be represented, at his/her own cost, at any of the above-described meetings/hearings.
- F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, any other State or Federal agencies responsible for investigating complaints of discrimination, or the filing of a court case in the appropriate Federal district Court.

Use of this complaint procedure is not a prerequisite to the pursuit of other remedies.

### **Federal and/or State Complaint**

At any time, if an individual believes that she/he has been subjected to discrimination with regard to employment, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), and/or any other State or Federal agencies responsible for investigating complaints of discrimination.

The OCR can be reached at:

U.S. Department of Education, Office for Civil Rights  
 U.S. Department of Health and Human Services  
 Sam Nunn Atlanta Federal Center, Suite 19T70  
 61 Forsyth Street S.W.

Atlanta, Georgia 30303-8909

FAX: (404) 562-7881

TDD: (404) 562-7884

Email: [OCR@ed.gov](mailto:OCR@ed.gov), Web: <http://www.ed.gov/ocr>

The FCHR can be reached at:

Florida Commission on Human Relations

2009 Apalachee Parkway, Suite 100

Tallahassee, FL 32301

Phone: (850) 488-7082

Toll-Free: (800) 342-8170

Fax: (850) 488-5291

The Florida Relay Service Voice (Statewide) 711

TDD ASCII: (800) 955-1339

TDD Baudot: (800) 955-8771

Email: [fchrinfo@fchr.myflorida.com](mailto:fchrinfo@fchr.myflorida.com), Web: <http://fchr.state.fl.us>

### **Confidentiality**

The school board will make reasonable efforts to maintain the confidentiality of the parties involved in an investigation of discrimination, provided such complaint was not made with malice or the knowledge that it was false, consistent with the board's legal obligations under federal and state law. Confidentiality, however, cannot be guaranteed.

All public records created as a part of an investigation of a complaint of discrimination will be maintained by the compliance officer, or the superintendent for complaints involving the compliance officer, in accordance with state law and the board's records retention policy.

### **Prohibition Against Retaliation**

The board will not discriminate against, coerce, intimidate, threaten, or interfere with any individual because the person opposed any act or practice made unlawful by Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, as amended, and the Age Discrimination in Employment Act of 1967 and their implementing regulations, the Florida Civil Rights Act of 1992, and/or the Florida Educational Equity Act, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under the aforementioned laws or implementing regulations, or because that individual exercised, enjoyed, aided, or encouraged any other person in the exercise or enjoyment of any right granted or protected by the aforementioned laws or their implementing regulations.

See HCPS policy linked above for specific procedures and timeline of filing a complaint.

# EMPLOYEE/EMPLOYER RESPONSIBILITIES

## PERSONAL APPEARANCE

While there is no official dress code, employees are to be professional in their dress and personal grooming.

Uniforms will be provided by the school district to those employees assigned uniforms in student nutrition, transportation, and maintenance. It is important the uniforms are kept clean and in good repair.

Personal appearance is addressed in employee contracts in the following sections:

- HCTA Contract § 2.13
- ESP Contract § 18.16
- HSEF Contract § 20.3

## CONFLICT OF INTEREST

HCPS Board Policy [6460.01](#), [1129](#), [3129](#), [4129](#)

The proper performance of school business is dependent upon the maintenance of unquestionably high standards of honesty, integrity, impartiality, and professional conduct by school board employees. Further, such characteristics are essential to the board's commitment to earn and keep the public's confidence in the school district. For these reasons, the board adopts the following procedures to assure that conflicts of interest do not occur. These procedures are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.

- The board shall not enter into a contract knowingly with any supplier of materials, supplies, and services to this district that any board member or the superintendent has any material interest. This prohibition shall not prevent any person from receiving royalties upon the sale of any educational material of which she/he is the author, and which has been properly approved for use in the schools of this district.
- Any employee who is knowingly in a capacity to influence, approve, or cause the purchase of any item to the board that can render him/her, or an immediate relative personal gain must immediately disclose that fact. Any violation of these policies by an employee of the board may be grounds for dismissal.
- No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts with the employee's job duties and responsibilities in the school system.

- Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students, or clients in the course of their employment with the district.
- Employees shall not make use of materials, equipment, or facilities of the district in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

§§ 112.313, 1006.32, Fla. Stat.

## **ASSIGNMENTS & NEPOTISM**

*HCPS Board Policy [1130](#), [1210](#)*

To promote a professional work environment that is free from harassment, hostility, and/or discrimination, administrators shall refrain from dating or engaging in consensual sexual relationships with employees they supervise.

No administrative staff member shall be appointed to a work site in which a close relative is employed as a staff member. Furthermore, under no circumstances shall an administrator supervise the work of a close relative. For purposes of this policy, close relatives shall be defined as the father, mother, brother, sister, husband, wife, son, daughter, or in-law of the same degree.

§§ 112.3135, 1012.22, 1012.23, Fla. Stat.

## **FREEDOM OF SPEECH IN NON-INSTRUCTIONAL SETTINGS**

*HCPS Board Policy [3310](#)*

The board acknowledges the right of its staff members, as citizens in a democratic society, to speak out on issues of public concern.

Employees, when such situations arise, are to:

- State clearly that his/her expression represents personal views and not necessarily those of the school district.
- Refrain from expressions that would disrupt harmony among co-workers or interfere with the maintenance of discipline by school officials.
- Not make threats or abusive or personally defamatory comments about co-workers, administrators, or officials of the district.
- Refrain from making public expressions which he/she knows to be false or are made without regard for truth or accuracy.

## **POLITICAL ACTIVITIES**

*HCPS Board Policy [3232](#)*

Board employees shall not solicit support for any political candidate, partisan, or nonpartisan, during regular work hours, or on board property.

Candidates for public office or their representatives shall not be permitted to solicit support during work hours or on board property.

Instructional employees who declare themselves candidates for public office shall notify the superintendent immediately upon qualifying for election. They shall file with the superintendent a written summary of their plans to conduct a campaign that will not interfere with fulfilling their obligation to the board.

Instructional employees who engage in political activities or hold public office shall not use time, facilities, or personnel of the school system to engage in such activities. Specifically, the use of copy reproduction equipment or other machinery or supplies, the use of secretarial help, or the use of any other school facilities or personnel is strictly prohibited. Telephone use for such political activities during duty hours shall be confined to an emergency only, and then only in such manner as shall not conflict with the instructional employee's school related duties. Such office holders, or other politically active instructional employees, are expected to discourage constituents, or other persons with whom they are associated in their political capacities, from making telephone calls to them during duty hours.

All candidates for public office may take personal leave without pay in accordance with personal leave procedures. Such candidates shall adhere strictly to Florida statutes governing political activity on the part of public officials and public employees.

A successful candidate for an office requiring a part-time responsibility shall report immediately to the superintendent after the election and thereafter, when deemed necessary by the superintendent or board, to evaluate the compatibility of the dual responsibility and the need for personal leave without pay.

§ 104.31, Fla. Stat.

## **DUTY TO REPORT KNOWN/SUSPECTED CHILD ABUSE**

*HCPS Board Policy [8462](#)*

The board is concerned with the physical and mental well-being of the students of this district and requires that staff comply with the mandated identification and reporting of cases of child abuse or neglect in accordance with law.

### **Referral to Law Enforcement**

Reports on the central abuse hotline (1-800-96-ABUSE) alleging that a public school employee acting in official capacity has abused a child or student may also be referred to the sheriff's department or local law enforcement by the Department of Children and Families. The sheriff's department or local law enforcement agency may contact the school to initiate a criminal investigation.

§§ 39.201, 39.202, 39.203, 39.303, 39.305, 984.03, 984.04, 1001.41, 1006.061, Fla. Stat.

## **CRIMINAL BACKGROUND & EMPLOYMENT**

*HCPS Board Policy [1121.01](#), [3121.01](#), [4121.01](#), [8475](#)*

The safety of its students is of paramount importance to the district. Consistent with this concern for student safety, and in compliance with Florida law, the district requires that, prior to initial employment, all candidates for all positions be subject to a criminal background check to determine suitability for employment. The application for employment shall inform the applicants that they are subject to criminal background checks. Pursuant to Florida law, fingerprints of all current employees must be re-submitted to the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI) every five years. Employees must self-report arrests or serious offenses as listed in Board Policy [1121.01](#) within 48 hours of being arrested.

All staff members who have a break in service shall be required to be re-fingerprinted before being re-employed.

The district will share information received as the result of the criminal background check with other school districts. The information contained in the FDLE and FBI reports received is confidential.

§§ 943.0585(4)(a), 943.059(4)(a), 1012.32, Fla. Stat.

## **TOBACCO FREE ENVIRONMENT**

*HCPS Board Policy [1215](#), [3215](#), [4215](#), [5512](#), [7434](#)*

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipes, smokeless tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco. The use of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other smoking devices shall constitute the use of tobacco. The use of tobacco within any indoor facility owned, leased, contracted for, or used by the school board is prohibited.

The use of tobacco in an outdoor area, including a practice field, playground, athletic field, stadium, venue, and all open areas owned, leased, contracted for, or used by the board is prohibited.

The use of tobacco in any vehicle owned or operated by the board, including, but not limited to, school buses, vans, trucks, station wagons, and cars, is prohibited.

§§ 381.84, 386.202, 386.204, 386.209, 386.212, Fla. Stat.

## **DRUG FREE WORKPLACE**

*HCPS Board Policy [1124](#), [3124](#), [4142](#)*

The board believes that quality education is not possible in an environment affected by drugs. It will seek, therefore, to establish and maintain an educational setting which is not tainted by the use or evidence of use of any controlled substance.

The board shall not permit the manufacture, possession, use, distribution, purchasing or dispensing of any controlled substance, alcohol, and any drug paraphernalia as the term is defined by law, by any employee at any time while on district property or while involved in any district-related activity or event. Any staff member who violates this policy shall be subject to disciplinary action in accordance with district procedures and the terms of collective bargaining agreements.

The superintendent shall establish procedures that ensure compliance with this policy and ensure that each staff member is given a copy of the standards regarding unlawful possession, use, or distribution of illicit drugs and alcohol by staff and informed that compliance with this requirement is mandatory. Such procedures shall provide for appropriate disciplinary actions, if and when needed, which comply with the terms of any negotiated agreement or any contract.

§§ 440.101, .102, Fla. Stat.

## **TRANSPORTATION EMPLOYEES: DRUG/ALCOHOL TESTING**

*HCPS Board Policy [4162](#)*

For employees of the school board, OTETA applies to anyone who holds a commercial driver's license and drives a school bus, a county vehicle weighing over 26,000 pounds or who is in a "safety sensitive position" in regard to transporting passengers, equipment, or school board property. This federally mandated OTETA is now incorporated into the board rules. These include random unannounced alcohol or other drug testing, additional driver and supervisor training, and other items.

Further information is in the *Hillsborough County Public Schools Safe Driver Plan*, which is located in the Safety and Risk Management internal department.

## WEAPONS

HCPS Board Policy [1217](#), [3217](#), [4217](#), [5772](#), [7217](#)

Pursuant to Florida statute, the board prohibits employees from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and any setting that is under the control and supervision of the board for the purpose of school activities approved and authorized by the board including, but not limited to, property leased, owned, or contracted for by the board, a school-sponsored event, or in a board-owned vehicle.

Weapons and firearms are defined in F.S. 790.001 and include, but are not limited to, firearms, guns of any type, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.

For purposes of this policy, the term "weapon" also means any object which, in the manner in which it is used, is intended to be used, or is represented, as capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons.

Staff members shall report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the principal or site manager. Failure to report such knowledge may subject the staff member to discipline.

The superintendent shall ensure that any staff member possessing a weapon or other device designed to inflict serious bodily harm, including a concealed weapon, is reported immediately to the appropriate law enforcement agency, regardless of whether such staff member possesses a valid concealed weapon license. As well, the staff member shall be subject to disciplinary action, up to and including termination, consistent with law, due process, and the terms of any negotiated agreement.

An exception to this policy includes weapons possessed as authorized by Florida statute.

The board directs the superintendent to post notices prohibiting the carrying and possession of concealed weapons in a school safety zone, including schools and school buildings, on school premises and school buses, and at school activities.

§§ 790.001, 790.115, 1001.43, Fla. Stat.

# USE OF TECHNOLOGY & SOCIAL NETWORKS

## PERSONAL COMMUNICATION DEVICES

HCPS Board Policy [7542](#)

Access to the district wireless network from any device will be governed by Board Policies 7540.04 and 7542, related administrative guidelines, and the Code of Ethics. For BYOD purposes, a device is any personally owned computer, or electronic device including, but not limited to, phones, tablets, notebooks/laptops, wearables (e.g. Google Glass, watches), iPod touches (or similar), and e-readers.

Staff who choose to bring their personal devices must only use the “HCPS guest” filtered wireless public network while on campus. When logging onto the HCPS guest wireless network, users will be required to accept the district’s Acceptable Use Policy (AUP) for network access. All Hillsborough County Public Schools networks are filtered for the safety of users in compliance with CIPA requirements. Any attempt to circumvent safety filters or “hack” district technology in any way is expressly prohibited. Staff should not allow students to use their (the teacher’s) personal electronic device to keep personal information private and to keep the device safe.

Non-wireless access to the district’s network such as through Ethernet cable is prohibited. Use of broadband networks, provided by cellular carriers via device or hotspot is also prohibited while on Hillsborough County Public Schools' property. Know that users have a limited right to, nor should they have an expectation of, privacy in the content of their personal files and records of their online activity while on the district’s network. Access to the “HCPS guest” network is a privilege and administrators may review files and messages to maintain system integrity and ensure that the users are acting responsibly. If reasonable belief exists that a staff member has violated the terms of this agreement, or other district policy, the device may be inspected and/or confiscated. Subsequent or additional disciplinary action involving misuse of technology may extend to further action as determined by Hillsborough County Public Schools.

Using functions on electronic devices in any manner that disrupts the educational environment or violates the Acceptable Use Policy (AUP) will be subject to disciplinary action. Audio or image recording, whether through picture or video, without prior consent of the individuals being recorded is prohibited; written parental consent is required for publication. Staff members bring electronic communication devices to school at their own risk. The district will not be held responsible if a device is lost, stolen or misplaced, including those that have been confiscated. Moreover, the district will not be responsible for technical support of personal devices, beyond providing necessary district specific connectivity and login information. Personal devices will not

be able to access internal district resources such as file and print servers, documents created should be saved to removable media such as a flash drive or to a cloud storage location.

## **STAFF NETWORK & INTERNET ACCEPTABLE USE**

*HCPS Board Policy [7540.04](#)*

All staff members are to comply with the mission, goals, policies, and priorities of Hillsborough County Public Schools (HCPS) when using the HCPS network and internet. HCPS accounts shall be used only by the authorized users for the purposes specified in these guidelines; misuse may result in the limitations of participant access rights and authorization; authorized users shall be responsible for the security of their account and password.

All school district operated networks prohibit illegal, inappropriate, or obscene use. The school district network is considered public property and there is no guarantee for the privacy of any communication on the network. All rules of copyrighting regarding software, information and attribution of authorship shall be followed.

All HCPS employees are to refrain from harassment or unsafe, unwanted, or unsolicited contact via district sponsored network services and are prohibited in accordance with board policy. Users cannot be completely prevented from accessing services or information that may be offensive or inappropriate; therefore, individual users must be responsible for their own conduct in using telecommunications services and networks.

Participation in a network requires that its users regard it as a shared resource and that members conduct themselves in a responsible, ethical, and legal manner.

### **Internet Use Guidelines**

HCPS makes no warranties of any kind, whether expressed or implied, for the service it is providing. The district will not be responsible for any damages suffered including loss of data. The district is not responsible for the accuracy or quality of information obtained through this Internet connection.

- The use of the Internet is not a right, but a privilege, and inappropriate or irresponsible use may result in cancellation of that privilege.
- Users are expected to abide by the generally accepted rules of network etiquette.
  - Be polite.
  - Do not use vulgar or obscene language.
  - Exercise caution in revealing personal information over the network.
  - Do not disrupt the network or the flow of data.
  - Users shall avoid security risks.
  - A user is to notify an administrator immediately if he or she suspects a security problem. Do not show or identify the problem to others.

- Do not use another individual's account; attempts to log on as another user will result in cancellation of privileges.
- Any user identified as a security risk or having a history of problems with other computer systems may be denied access.
- Vandalism is defined as the malicious attempt to harm or destroy the data of another user, the Internet, FIRN, or other networks. This includes the creation of, the uploading of computer viruses on the Internet or the host site or disruption of data flow. Vandalism may result in cancellation of privileges.
- All terms and conditions as stated in this document are applicable to all users of the Internet. These terms and conditions reflect an agreement of the parties and shall be governed and interpreted in accordance with the laws of the state of Florida and the United States of America.

### **Guidelines for E-mail**

HCPS provides electronic mail (email) services to district employees in support of public education and/or district business. Communications made by means of district email services are subject to the Florida Public Records Law. The district makes no warranty that any electronic email communications service will be uninterrupted, timely, secure, or error free.

### **District Acceptable Use Guidelines**

- District employees are provided a district electronic mail account.
- The district has the right to establish and change user limits for district email services, without notice, at its sole discretion.
- The district has no responsibility or liability for the deletion, corruption or failure to store any messages or other content maintained or transmitted by the email services.
- The district reserves the right to review materials posted to a district server and to remove any materials at its sole discretion.
- The district reserves the right to terminate individual or collective access to district email services at any time, without notice, at its sole discretion.
- The district reserves the right to deactivate or delete accounts that are inactive for extended time.
- The district is not liable for any loss that results from the unauthorized use of an account, either with or without the user's knowledge.
- The district reserves the right to terminate any account, which it believes, in its sole discretion, is transmitting SPAM and unauthorized bulk email.
- The district does not control or endorse the content, messages or information found in any email message and, therefore, the district disclaims any liability regarding the electronic mail services.
- The district reserves the right to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request; or to edit, refuse

to post, or to remove any information or materials, in whole or in part, at the district's sole discretion.

- The district reserves the right to change the terms, conditions, and notices under which services are offered.

#### **User Acceptable Guidelines:**

- Users are solely responsible for maintaining the confidentiality of their password. A user can be held liable for losses incurred by the district or any another party due to unauthorized use of the user's password and will be grounds for dismissal.
- Users are solely responsible for all activities that occur within their account. A user can be held liable for losses incurred by the district or any another party due to unauthorized use of the user's account and will be grounds for dismissal.
- Users will not violate the conditions of the Education Code dealing with student rights to privacy.
- Users will not utilize district email services to send or discuss profanity, obscenity, or other language in email communications that may be offensive to other email recipients, district, or non-district.
- Users will not utilize district email services to harass or bully other email recipients, district, or non- district.
- Users will not utilize district email services for personal, political, or editorial use.
- Users will not utilize district email services for financial gain or for any commercial or activities legal or illegal.
- Users will not attach nor agree to receive copyright protected material in violation of copyright laws.

#### **User Account General Guidelines**

Do not use the district's email system to send/forward/reply to announcements such as the following, these can be addressed to Internal Communications and posted to "Inside HCPS":

- Parties
- Retirements
- Deaths
- Items for sale
- Any non-district information of a general nature

Do not use the district's email services to send/forward/reply to jokes, personal pictures/graphics, non-district PowerPoint presentations or documents intended to amuse other recipients, district, or non-district. Do not use district email services to subscribe to the following:

- Daily jokes
- Daily horoscopes

- Daily recipes
- Vacation information
- Any non-district information of a specific nature

Do not use district email services to respond to chain letters. These letters often come from outside sources, which increase the risk of email-based virus infection. Such email multiply exponentially, and cost the district in terms of time, money, and resources.

Do not use district email services to communicate with friends and family throughout the workday, except in case of emergency and when they cannot be reached by telephone.

## EMPLOYEE USE OF SOCIAL MEDIA NETWORKS

HCPS Board Policy [3700](#), [4700](#)

Professional social media is defined as a district authorized use of social media activity that can be either school based (e.g., a principal establishing a social networking page for his/her school, or a teacher establishing a social media site for his/her class), or non-school-based (e.g., a district office establishing a social networking page to communicate with the larger district community).

All communications through professional social media tools must remain professional and appropriate and protect identifiable information. Employees should maintain no expectation of privacy with respect to these types of communications as all such communication is considered a public record. Employees must obtain their supervisor's approval prior to engaging in a professional social media presence.

Professional social media communications must follow school board policies and procedures, including prohibitions on the disclosure of personally identifiable information and prohibitions on the use of harassing, obscene, discriminatory, defamatory, or threatening language. No personally identifiable information or copyrighted information may be posted by district employees on professional social media without securing appropriate permission.

Personal social media is defined as a non-work-related social media activity (e.g. a district employee establishing a social networking page for his/her personal use).

Employees who engage in personal social media activities must maintain separate professional and personal email addresses and may not use their professional email address for personal social media activities, such as entering login registrations, and user-account information.

Use of district logos or images on a personal social media website is prohibited; any promotion of professional events must be posted on a previously approved professional social media website.

The school board takes no position regarding the decision of its employees to participate in various forms of social media for personal use. However, the school board does prohibit the use

of social media networks outside of those sponsored by the district to communicate education records or personally identifiable information. Furthermore, district employees must avoid posting or communicating any information that would violate federal or state laws and regulations or school board policies.

To maintain a professional and appropriate relationship with students, and remain compliant with regulatory requirements, district employees will communicate protected information, with or about students, through professional social media. The nature, content, frequency, and tone of such communications must be consistent with the educational purposes of the communication. The district provides password-protected technologies for collaboration between employees, students, and parents to make certain all records are retained according to the Department of State, General Records Schedules (GS1-SL and GS7) and in accordance with Chapter 119 of the Florida Public Records Statute. Public social media networks outside of those sponsored by the district may not be used in the classroom or for school-sponsored activities without proper authorization from the superintendent or designee as well as parental consent for participating students.

The school board recognizes that other communications between staff and students may be necessary to conduct the business of the district (i.e. canceling athletic practice due to inclement weather). Approved communication via text, instant messaging or any other measure must meet the following criteria:

- Must be voluntary communication
- Must not contain protected information
- Must follow all school board policies
- Must be archived and made available if requested via a public records request

Any staff member who voluntarily communicates via text or any other method outside of those sponsored by the district to communicate assumes personal responsibility for archiving said communications.

Employees who use social media networks must adhere to the rules outlined in the district's Faculty Handbook, and school board policies. All existing policies and behavior guidelines currently applicable to staff similarly apply to the online environment. Any employee or associated person engaging in inappropriate conduct involving the use of social media may be subject to discipline up to and including termination, in accordance with the applicable collective bargaining agreement.

This policy will be interpreted, applied, and enforced to facilitate the proper use of social media for educational purposes in compliance with all applicable laws, regulations, and standards of conduct.

Many school board policies affect the use of Social Media, including but not limited to:

- [Policy 1030.01—Development of Administrative Procedures](#)
- [Policy 3139.02—Violation of Local, State, and/or Federal Laws](#)
- [Policy 3210—Standards of Ethical Conduct](#)
- [Policy 3231—Outside Activities of Instructional Staff](#)
- [Policy 3310—Freedom of Speech Outside of the Workplace](#)
- [Policy 7540.02—District Web Page](#)
- [Policy 7540.04—Staff Network and Internet Acceptable Use and Safety](#)
- [Policy 8310—Public Records](#)
- [Policy 8330—Student Records](#)
- [Policy 8350—Confidentiality](#)

Family Educational Rights and Privacy Act (FERPA), 20 U. S.C. § 1232g; 34 CFR Part 99

Individuals with Disabilities Education Act (IDEA) and its regulations at 20 U.S.C. § 1417(c) and 34 C.F.R. § 300.623

Chapter 119, Fla. Stat.

# TRANSFER, REASSIGNMENT, & TERMINATION

## PROBATIONARY PERIOD

Upon initial hiring employees in the following bargaining groups shall serve a probationary period before becoming permanent employees. HSEF employees serve a 12-month probationary period and HCTA-ESP employees serve a 6-month probationary period. Upon successful completion of the probationary period the employee shall be eligible to progress on the negotiated salary schedule of their job description.

This is addressed in employee contracts in the following sections:

- HCTA-ESP Contract § 12
- HSEF Contract § 12

## TRANSFER

Employees may request transfers based on advertised vacancies. Employees who wish to transfer to a different work site during the school session shall submit a transfer request to their immediate supervisor for the specific vacancy being advertised. For a list of vacancies, access the HCPS website.

### HCTA—Instructional Transfers, Section 11

*(See this contract section for more specific details relating to transfers for instructional personnel.)*

Instructional transfers commence following spring unit allocation and prior to the end of the school year. Teachers who are placed in the pool due to unit loss are eligible for transfer as are all other teachers. During the spring transfer period, teachers are only allowed to transfer into like-to-like positions.

When a transfer is due to unit loss, teachers to be transferred are determined by the following manner:

- a. Voluntary pool placement request by administrator
- b. No previous evaluation score
- c. Lowest evaluation score within position code loss from site

Teachers can transfer into any vacancy in which they are certified during open hiring in the summer if they have not transferred into their current position within the 12 months prior (one

transfer per year). Teachers with unsatisfactory performance are ineligible for transfer during the open transfer period.

Once the school year begins, and if no position freezes are in effect, the only other transfers allowable for instructional personnel are:

- **Energy:** A teacher who travels 20 miles or more per day (100 miles per week round trip) may transfer if the transfer would result in a reduction in the number of miles traveled.
- **Increase in Pay:** A teacher may transfer into a position in which he/she is certified that would result in an increase in pay.
- **Screened Position:** A teacher may transfer into a screened position if he/she has the approved credential from screening, is certified for the position, and the screened position results in an increase in pay.
- **Administrative Transfer:** This transfer may occur if approved by Human Resources and gaining/losing sites.

#### **HCTA-ESP—Instructional Support Transfers, Section 15**

*See this contract section for more specific details relating to transfers for instructional support personnel.*

ESP employees are eligible to transfer any time during the work year except when there is a declared freeze by Human Resources.

ESP Unit loss transfer: If allocated positions are deleted during the spring or fall balancing period, ESP employees to be transferred will be determined by the seniority and unit loss process. Only permanent ESP employees will be considered for pool placement.

#### **HSEF—Blue Collar Transfers, Section 17**

*See this contract section for more specific details relating to transfers for blue collar personnel.*

HSEF employees are eligible to transfer any time during the work year except when there is a declared freeze by Human Resources.

HSEF Unit loss transfer: If allocated positions are deleted during the spring or fall balancing period, HSEF employees to be transferred will be determined by the seniority and unit loss process. Only permanent HSEF employees will be considered for pool placement.

## LAYOFF, RECALL, REDUCTION IN FORCE

Each collective bargaining agreement have language specific to their bargaining unit regarding programs.

### HCTA—Layoff and Reemployment, Section 15

15.1.1 When programs are discontinued or cut back, the seniority 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 11.4.7) shall prevail. The following procedure will be used:

- a. The superintendent and assigned cabinet members shall determine the area, subject or programs that will lose staff positions for the coming year. Staff shall be laid off in order of least continuous employment in the county within the area of certification from which he/she will be displaced (specific subject, e.g., 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 he/she is not certified provided such laid off teacher signs an agreement to earn six semester hours per year in order to be certified in the new subject area 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.

### HCTA-ESP—Reduction in Force and Reemployment, Section 16

16.1.1 When it becomes necessary for a reduction in force, the chief human resources officer shall place a freeze on all ESP positions. The seniority of ESP employees within a

group/classification shall be the governing factor in determining those ESP employees who are to be laid off.

16.1.2 When programs are discontinued or cut back, the seniority of ESP employees in such programs shall be the governing factor in determining whether or not those ESP employees are laid off or absorbed into the regular program. The following procedure will be used:

- a. The superintendent and assigned cabinet members shall determine the area, subject or programs that will lose positions for the coming year. ESP employees shall be laid off in order of least continuous seniority in the county and within the specific groups/classifications affected.
- b. The Division of Human Resources will determine how many positions in the area, subject, or programs 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. The Division of Human Resources will work with the ESP to be laid off, who is qualified for another vacant position, to find the best assignment possible for the welfare of the ESP and the school system. If an ESP is placed in a position of a lower paygrade, the ESP shall not have a reduction in their current pay rate for a period of one year.
- d. Laid-off ESP employees shall have first option for accepting reemployment on a seniority basis, as vacancies open within the previously assigned groups/classifications for a period of two years. No new ESP employees shall be employed during the two-year period until all ESP employees laid off from such assignments have been provided with the opportunity of filling the positions. Hardship cases will be considered by the Division of Human Resources when making these placements.
- e. Upon reemployment, all benefits shall be restored.

#### **HSEF—Layoff and Recall, Section 18**

18.1 In the event that a reduction in force requires a layoff, seniority by job class shall be the governing factor in determining those employees to be laid off. Those with the least seniority shall be laid off first.

18.2 Laid off employees shall have the first option for accepting reemployment on a seniority basis, as vacancies open within the previously assigned classification for a period of one year. In addition, laid off employees may apply for any positions for which they are qualified. No new employee shall be employed during the one-year period until all employees laid off from such assignments have been provided with the opportunity of filling the positions. The employee shall be notified of the recall opportunity by certified mail.

18.3 Employees will be subject to recall for a period not to exceed one (1) year; this time-line shall be extended by mutual agreement between HSEF and HCPS from date of layoff or until recall is declined, whichever is sooner during the layoff period.

18.4 No new employees will be hired in the layoff job class until all employees on layoff status have had the opportunity to fill open positions.

## RESIGNATION

When an employee leaves a position, proper notice should be given. A letter of resignation indicating the date of planned resignation and the reason(s) for resignation should be submitted to the employee's direct supervisor. Best practice is to provide two (2) weeks' notice of resignation to the current employer.

It is important that employees leave the district in good standing to protect their eligibility for rehire in the future. If an employee is absent from work without permission from their supervisor, this may be considered as the employee having resigned and could result in the forfeiting of all rights to reemployment. Employees must submit to their supervisor a letter of resignation and complete an exit interview. For more information, employees should contact their assigned supervisor/principal. Should an employee wish to port their life insurance, contact Standard Insurance Company at 800-325-5757.

## RETIREMENT

The Florida Retirement System (FRS) is an employee 3% contributory system. Social Security contributions are automatically deducted from an employee's salary and matched by the school board on the employee's behalf, unless the employee is a participant in the alternative retirement plan.

If preparing to retire, certain steps should be taken to ensure that there would be no loss of benefits to the employee. The following is a description of steps an employee may wish to follow:

### Plan Ahead

Employees should decide when they intend to retire. To be eligible for benefits, an employee must terminate all relationships with *all* FRS employers and not be reemployed by any FRS employer within 12 calendar months following initial retirement. For questions about the effects of reemployment on retirement benefits, the HCPS Retirement Department at (813) 272-4043.

### **Qualifications for Normal Retirement (Pension)**

If initially enrolled in the FRS before July 1, 2011, normal retirement is when:

- You are vested and at least 62 years old or,
- You have 30 years of creditable service regardless of age.

If initially enrolled in the FRS on or after July 1, 2011, normal retirement is when:

- You are vested and at least 65 years old or
- You have 33 years of creditable service regardless of age.

### **Early Retirement (Pension)**

Under the FRS Pension Plan, early retirement can be taken instead of normal retirement if you are vested and within 20 years of your normal retirement age. Your benefit is reduced by 5 percent for each year you are under your normal retirement age.

### **Qualifications for Investment Retirement**

To be eligible to receive HCPS terminal pay and Health Insurance employee must have 30 years of service at any age or be at least 59.5 years of age and vested.

### **Request an Estimate**

Within two years of the proposed termination date, employees are encouraged to contact the Retirement Department at (813)272-4043 to request an audit of years of service and an estimate of retirement benefits.

### **Apply for Retirement Benefits**

Three (3) months before the termination date employees should request a retirement appointment by contacting the Retirement Department at (813) 272-4043.

### **Terminal Pay**

Employees shall be eligible for terminal pay at the time of FRS retirement provided that retirement coincides with termination, or payment to the beneficiary, if service is terminated by death. In the case of retiring under the FRS Investment plan, distribution must be taken no later than 6 months from resignation date.

Terminal pay for instructional personnel is based on years of service with HCPS at FRS retirement.

- More than 12 years/DROP participant: 100%
- Up to 12 years: 50%
- Up to 9 years: 45%
- Up to 6 years: 40%
- Up to 3 years: 35%

Terminal pay for instructional support is based on years of service with FRS at retirement.

- More than 12 years/DROP participant: 100%
- 10-12 years: 50%
- Less than 10 years: 0%

#### **Health Insurance and Life Insurance**

Employees may elect to retain the benefits that they are enrolled in at the time of retirement. Employees may decrease benefits at retirement but may not increase them.

### **TERMINATION**

HCPS Board Policy [1140](#), [3140](#), [4120](#)

Termination is typically associated with some adverse action, either related to substandard performance, a pattern of misconduct, or a flagrant violation of a school board rule, the code of ethics, or other disciplinary infraction. In all cases, only the school board can approve a termination. When this happens, employees will have ample notice and may be entitled to a hearing prior to the termination. Employees terminated during their initial probationary period, at-will, or in management positions are not entitled to such a hearing.

CASE No.: 26-CA-000617

## Plaintiff Exhibit

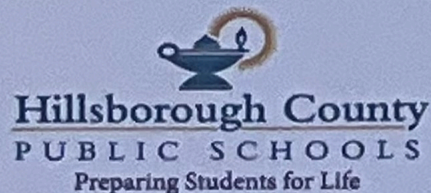
“AL”

### Request for Repayment of Heroes in Classroom Bonus by Hillsborough Financial Department

Purpose: Further proof of Adverse Effects of termination/  
prosecution, due to Unlawful Policy in Subversion of FSS  
790.33

Also gives period of contract employment as two years  
though typical instructional contracts are yearly.

School Board  
Karen Perez, Chair  
Nadia T. Combs, Vice Chair  
Lynn L. Gray  
Stacy A. Hahn, Ph.D.  
Patricia "Patti" Rendon  
Jessica Vaughn  
Henry "Shake" Washington



Superintendent  
Van Ayres

Chief of Staff  
Marie E. Whelan, Ed.D.

Deputy Superintendent  
Academics and Transformation  
Shaylia McRae

Deputy Superintendent  
Operations  
Christopher Farkas

Date: February 16, 2026.

To: Lucas Seidman  
Employee ID: 219225

Subject: *Repayment of Heroes in the Classroom Bonus*

Dear Lucas Seidman,

Our records indicate that you were awarded the Heroes in the Classroom Bonus during your employment with Hillsborough County Public Schools (HCPS). As part of the bonus agreement, you signed a document affirming your commitment to remain employed with HCPS for a period of two years.

It has come to our attention that you have resigned prior to completing the two-year commitment. Per the terms of the agreement, the bonus must be repaid in full if the service requirement is not met.

To resolve this matter, please contact the Payroll Department at (813) 272-4317 to discuss repayment options or to establish a payment plan. Until repayment is made in full or a formal plan is in place, an Alert will be placed on your personnel file indicating that you are not eligible for rehire with HCPS. If you have already set up a plan, please disregard this letter.

This is the second communication and has been copied to both the Payroll Department and the Grants Department for documentation and follow-up.

We appreciate your attention to this matter and encourage you to reach out with any questions or concerns.

Sincerely,

Craig Horstman  
General Manager of Personnel Services, Human Resources

CC: Stephanie Heaton, General Manager of Payroll  
Amie Wilbanks, Director Grants and Research Operation  
HR Representative