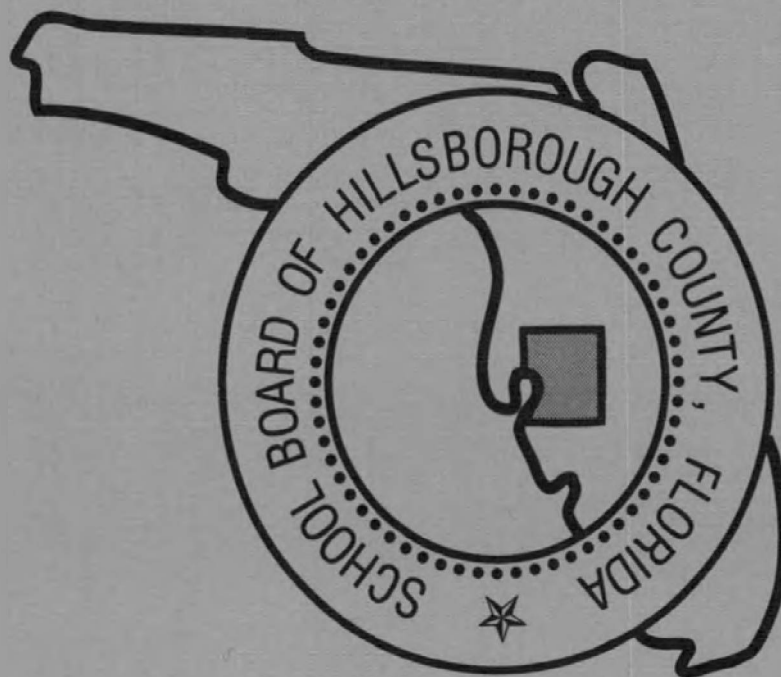


**SCHOOL BOARD OF
HILLSBOROUGH COUNTY
AND
HILLSBOROUGH COUNTY
TEACHERS ASSOCIATION, INC.
TAMPA, FLORIDA**



*Paraprofessional Chapter
1989 - 1992*

FROM

Hillsborough County Public Schools

Walter L. Sickles, Superintendent

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Paraprofessional Chapter

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TABLE OF CONTENTS

Section 1	Negotiations Procedure	1
	1.1 Parties to Agreement	1
	1.2 Power of the Board	1
	1.3 Recognition	1
	1.4 Exclusivity	3
Section 2	Prerequisites for New Employees	3
	2.1 Employment Processing	3
	2.2 Medical Examinations	3
	2.3 Criminal Record Check	4
Section 3	Salary	4
Section 4	Probationary Period, New Group Observation, Career Observation	5
	4.1 Probationary Period	5
	4.2 Career Observation	6
Section 5	Appointments/Substitutes	7
	5.1 Temporary Appointments	7
	5.2 Half-Day Paraprofessionals	7
	5.3 Substitute Paraprofessionals	7
	5.4 Restricted Appointments	8
	5.5 Concurrent Appointments	8
	5.6 Extended Year Program Appointments	8
Section 6	Paraprofessional Departments	8
	6.1 Groups	8
Section 7	Experience Credit	8
	7.1 Allowable Experience Credit	8
	7.2 Definition of A Year's Service for Salary Purposes ...	8
Section 8	Work Year and Hours	8
	8.1 Work Year	8
	8.2 Work Hours	9
	8.3 Vacation Leave	9
	8.4 Attendance Award Program	10
	8.5 Paid Holiday	10
	8.6 Lunch and Break Periods	10
	8.7 Schedule Notification	11
Section 9	Paraprofessional Responsibilities/Rights	11
	9.1 Voluntary Activities	11
	9.2 Privacy of Discussion	11
	9.3 School Property	11
	9.4 Paraprofessional Supervision	11

	9.5	Transportation of Students	11
	9.6	Student Illness	11
	9.7	County Committees	12
	9.8	Staff Meetings	12
	9.9	Accepting Gifts	12
Section 10		Transfers	12
	10.1	General Principles	12
	10.2	Administrative Transfer	13
	10.3	Unit Loss Transfer	13
	10.4	New School or Consolidation Transfers	14
	10.5	Family Transfer	14
Section 11		Seniority	15
	11.1	General Procedures	15
Section 12		Paraprofessional Reduction in Force and Reemployment	15
Section 13		Leaves	16
	13.1	General Principles	16
	13.2	Absence from Duty	16
	13.3	Bereavement Leave	17
	13.4	Personal Leave	17
	13.5	Illness Leave (Sick Leave)	17
	13.6	Sick Leave Bank	18
	13.7	Short Term Leaves	22
	13.8	Professional Duty-Out-of-County	22
	13.9	Illness or Accident in-Line-of-Duty	22
	13.10	Jury Duty or Court Witness	24
	13.11	Military Reserve Leave	24
	13.12	Personal Leave (Short Term) Without Pay	24
	13.13	Health Leave	25
	13.14	Military Leave	25
	13.15	Educational Leave	25
	13.16	Maternity/Adoption	26
	13.17	Personal Leave	26
	13.18	Family Health Care	26
Section 14		Paraprofessional Facilities	27
	14.1	Parking Areas	27
	14.2	Dining Facilities	27
	14.3	Faculty Lounge	27
Section 15		Student Management and Protection of Paraprofessionals	27
	15.1	Paraprofessional Assault	27
	15.2	Safety of Students and Paraprofessionals	27

Section 16	Personnel Files	28
16.1	Personnel Files	28
16.2	Procedure for Changing Name, Address, and Telephone Number	28
Section 17	Paraprofessional Evaluation	28
17.1	Evaluation of Paraprofessionals	28
17.2	Evaluation Procedure	28
Section 18	Disciplinary Procedures	29
18.1	Reprimand, Demotion, Suspension, or Termination	29
18.2	Procedures for Employee Demotion, Suspension or Termination	30
Section 19	Retirement Benefits and Resignation Procedures ..	30
19.1	Terminal Pay	30
19.2	Early Retirement Plan	31
19.3	General Information	31
19.4	Resignation Procedures	31
Section 20	Grievance Procedure	31
20.1	Rights of Paraprofessionals to be Represented	31
20.2	Pre-Grievance Conference	32
20.3	Purpose of Grievance Procedure	32
20.4	Definitions	32
20.5	Miscellaneous	33
20.6	Procedures	34
20.7	Level I	34
20.8	Level II	34
20.9	Level III	35
20.10	Level IV	35
20.11	Arbitrator Hearings	36
Section 21	Insurance and Injury Benefits	36
21.1	Health and Life Insurance Coverage	36
21.2	Personal Injury Benefits Resulting from Assaults ..	37
21.3	Reimbursement for Personal Property Losses	37
21.4	Worker's Compensation Benefits	38
21.5	Injury on the Job Reports	38
Section 22	Association Rights	38
22.1	Exclusivity of Association Rights	38
22.2	H.C.T.A. Activities	38
22.3	Payroll Deduction	39
22.4	Professional Organizations	39
22.5	State Conventions	39
22.6	Bargaining Team	39

22.7	School Mail	40
22.8	Legislative Days	40
22.9	Membership Solicitation	40
22.10	Access	40
22.11	Administrative Review	40
Section 23	Common Anniversary Date	40
23.1	Implementation of this Agreement for Salary Purposes	40
23.2	Non-Common Anniversary Dates	41
Section 24	Savings Clause	41
Section 25	Expiration Date	41
25.1	Non-Money Items	41
25.2	Money Items	42
Signature Page		42
Index	43 - 46

**SCHOOL BOARD OF HILLSBOROUGH COUNTY
AND
HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION
PARAPROFESSIONAL AGREEMENT
JULY 1, 1989 THROUGH JUNE 30, 1992**

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

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

NOW THEREFORE, it is mutually agreed as follows:

1 NEGOTIATIONS PROCEDURE

1.1 Parties to the Agreement

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

1.1.2 The School Board/Association paraprofessional contract shall be the document which governs wages and hours, terms and conditions of employment for employees in the unit. Any policy, procedure, guideline, or administrative directive in conflict with said contract shall be considered null and void. Administrators shall review the contract before publishing faculty handbooks, or county-wide publications which purport to be guides for paraprofessionals.

1.2 Power of the Board

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

1.3 Recognition

1.3.1 The School Board of Hillsborough County (hereinafter referred to as the Board) hereby recognizes the Hillsborough Classroom Teachers Association (hereinafter referred to as the Association) and agrees that the Association shall be the exclusive bargaining agent for:

Group A

Kindergarten Aide
Primary/Intermediate Aide
Language Arts Aide - Migrant
Headstart Aide
Migrant Early Child Aide
ECIA Reading Aide
ECIA I/C Reading Aide
ECIA P/T I/C Reading Aide
ECIA P/T Reading Aide
ECIA Read/Math Aide
Lift/PEP Aide

Group B

Emotionally Handicapped Aide
Specific Learning Disability Aide
Trainable Mentally Handicapped Aide
Tutor Companion Aide
SED Aide
EMH Aide
EELP Aide
S/P MH Aide
Visually Handicapped Aide
Alternative Education Aide
Physically Handicapped Aide
Speech Aide

Group C

Early Child Social Worker Aide
Headstart Social Service Aide
Headstart Social Worker Aide
Supportive Service Aide - Migrant
IMTS Vocational Aide
Work Evaluation Aide
Itinerant Aide

Others (Separate Programs - No Grouping)

Bilingual Aide (Spanish)
Bilingual Aide (Vietnamese)
Assistant Teacher
Headstart Instructor
DEES Attendant
ECLC Infant Care Giver Aide
ECLC Aide
P/T ECLC Aide
ECLC Instructor
ECLC Instructor P/T

Pre-K Aide
Pre-K Instructor
Assistant Teacher - Comp Lab/WICAT
Hearing Impaired Aide
SLH/Language Impaired Aide
Prep Aide
Health Assistant
Physical Therapist Technician
Computer Lab Aide

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

1.3.3 Paraprofessionals assigned to private schools shall be governed by the paraprofessional contract.

1.4 Exclusivity

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

2 PREREQUISITES FOR NEW EMPLOYEES

2.1 Employment Processing

2.1.1 Proper notification of appointment shall precede or accompany a paraprofessional's visit to the Non-Instructional Personnel Office for employment processing. Such processing must be completed prior to the paraprofessional's reporting for duty.

2.2 Medical Examinations

2.2.1 New paraprofessionals must successfully pass a medical examination at their expense prior to employment. A form prescribed by the School Board must be used for this examination. If an appointee has a questionable medical history, the Non-Instructional Personnel Office may require that he/she be examined by a specific physician, determined by the Board, at Board expense, prior to processing.

2.2.2 Except as specified in this contract, no other medical examinations shall be required of paraprofessional employees. In special circumstances, medical examinations, at Board expense, may be recommended to a paraprofessional if the Assistant Superintendent for Personnel or designee determines that such a recommendation should be made, after advising the Association.

2.3 Criminal Record Check

- 2.3.1 New employees are subject to a criminal record check. If the appointee has convictions that are job related, he/she will be subject to removal.
- 2.3.2 The criteria for evaluating new employees with criminal convictions are as follows:
 - A. Convictions which indicate the use of hard drugs or dealing in drugs.
 - B. Convictions of crimes of a violent nature, i.e., murder, rape, etc.
 - C. Convictions of crimes of immorality, i.e., prostitution, contributing to the delinquency of a minor, etc.
 - D. A long history of convictions.
- 2.3.3 Once the conviction(s) has (have) been ascertained, other factors will be considered in making a decision. These factors are:
 - A. Job relatedness.
 - B. Amount of time that has passed since the most recent conviction.
 - C. Circumstances under which the offense occurred.
 - D. The age of the applicant when the crime was committed.
 - E. Whether the offense was an isolated or repeated violation.
 - F. Any evidence of rehabilitation.
- 2.3.4 Representatives from the Association and the Board shall meet prior to January 1, 1990, to develop new policies in order to comply with the new state "Fingerprint" law for support personnel.

3 SALARY

- 3.1.1 Paraprofessionals shall be paid according to the established Board approved schedule including summer school and/or extended year.
- 3.1.2 Salary rate for the extended year program shall be equal to the hourly salary received during the regular school year immediately prior to the beginning of the extended year program.
- 3.1.3 Itinerant paraprofessionals approved for travel shall be paid mileage at the maximum rate approved by School Board policy.
- 3.1.4 Salary shall be paid based upon board adopted schedules hereto attached.
- 3.1.5 Paychecks shall be distributed within the workday in a manner to guarantee confidentiality.

3.1.6 The Board shall make provisions, upon request by any employee, to deposit his/her paycheck directly to a financial institution of the employee's choice, from a list approved by the School Board.

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

- A. Gross Salary
- B. Taxable Gross Salary
- C. Withholding Taxes
- D. FICA

3.1.8 In cases where paraprofessionals (except for DEES Attendants) are required to work beyond their normal hours of paid time as stated in Section 8.2.7, the affected employee shall receive compensatory time.

When the total normal hours and overtime hours in a week equal forty hours or less, the compensatory time shall be granted at a rate of one hour for each hour of overtime worked. Any overtime hours worked beyond a total forty hours per week shall earn compensatory time at a rate of one and one-half hours for each hour of overtime worked.

The maximum compensatory time which may be accrued at any one time by the employee is 30 compensatory hours.

Earned compensatory time shall not be carried from fiscal year to fiscal year. Compensatory time earned between July 1 and June 1 of each year shall be utilized prior to June 30. Utilization of earned compensatory time shall not unduly disrupt the operations of the Board and shall be approved by the paraprofessional's principal. Overtime worked between June 1 and June 30 of each year must be compensated for in salary.

In cases where DEES Attendants are required to work beyond their normal forty hours paid time, the affected employee shall receive overtime pay equal to one and one-half times the employee's regular rate.

3.1.9 When paydays fall on a weekend or holiday, paraprofessional employees shall receive their checks on the last workday prior to the weekend or holiday. Paychecks shall not be held beyond the days designated by the School Board.

4 PROBATIONARY PERIOD, NEW GROUP OBSERVATION, CAREER OBSERVATION

4.1 Probationary Period

4.1.1 Paraprofessionals shall normally serve a six month probationary period from their date of employment before obtaining non-pro-

bationary permanent status. Such probationary period shall normally end six months from the paraprofessional's employment date regardless of yearly work days. Said probationary period may be extended but shall not exceed an additional six months. When the probationary period is extended, procedures shall be followed as set forth in Sections 4.2.1 and 4.2.2 Career Observation.

- 4.1.2 Paraprofessionals shall only be required to serve one probationary period. When a paraprofessional transfers to another group, said paraprofessional shall serve a six month new group observational period in the new group.
- 4.1.3 Paraprofessionals changing groups and not successfully completing the new group observational period in the new group shall be eligible for reemployment in a vacancy in their previous group.
- 4.1.4 When a principal determines that a paraprofessional is encountering difficulty during the probationary period, the principal shall notify the paraprofessional in writing. This notice shall list areas of deficiency and provide recommendations for improvement.

4.2 Career Observation

- 4.2.1 When a principal feels that a paraprofessional is having some serious employment problems, he/she may recommend to the Assistant Superintendent for Personnel or designee that the employee be placed on Career Observation. The Career Observation process shall not normally exceed six months. Under extenuating circumstances, the process may be extended beyond the normal six months for a period not to exceed ninety days. Career Observation will occur in thirty-day increments during which time the paraprofessional will receive assistance and suggestions for improvement. The employee shall be notified in writing of the Career Observation:
 - A. That Career Observation status has been approved by Personnel.
 - B. The date Career Observation is to begin.
 - C. Specific problems or deficiencies identified by principal.
- 4.2.2 Following each thirty-day period, an informal meeting shall be held between the paraprofessional, teacher, and principal to discuss the progress made to date. The paraprofessional may have an Association representative present, and the principal may have a Personnel Office representative present. As a result of this conference, the paraprofessional will:
 - A. Return to regular status
 - B. Receive an administrative transfer

- C. Be recommended for dismissal
- D. Continue on Career Observation
- E. Return to previous group when a vacancy permits

4.2.3 Employees under this process shall continue to receive all rights and benefits afforded permanent employees.

5 APPOINTMENTS/SUBSTITUTES

5.1 Temporary Appointments

5.1.1 Temporary appointments shall be made to vacant positions for a period normally not to exceed six months. Temporary appointments may be upon the recommendations of the appropriate principal or immediate supervisor for the purpose of filling vacancies resulting from extended leaves of absence or to provide additional staff during peak work load periods. Candidates for temporary positions shall meet all required qualifications for the positions they assume.

5.1.2 Principals are to consider paraprofessionals who are on a temporary assignment prior to recommending new applicants.

5.1.3 Paraprofessionals appointed on a temporary basis shall not receive fringe benefits, except those appointed to positions which will exist beyond four months or those appointed to replace employees on leave of absence for more than six months. In these cases, employees will be enrolled for retirement and Social Security participation only.

5.1.4 All teacher aide positions filled during the second semester shall be considered temporary appointments with the exception of those areas designated as critical shortage areas by the Personnel Office on the first day of the second semester.

5.2 Half-Day Paraprofessionals

5.2.1 Whenever a full-time opening occurs during a school year in an area of assignment in which half-day paraprofessionals are employed, the administrator involved will consider the replacement paraprofessional from among the half-day paraprofessional already employed within the school before considering outside applicants.

5.3 Substitute Paraprofessionals

5.3.1 Substitute paraprofessionals shall be provided when the paraprofessional is absent in the Early Childhood program provided federal funds are available.

5.3.2 Paraprofessionals shall not be responsible for securing substitutes.

5.4 Restricted Appointments

- 5.4.1 A restricted appointment may be made to fill a position during an absence of the regular incumbent for a six months health leave. A paraprofessional holding a restricted appointment shall be qualified and is entitled to all rights and benefits as any permanent appointment except the right of tenure in the event the absent incumbent returns to the position. Any paraprofessional given a restricted appointment will be informed of restrictions in writing.

5.5 Concurrent Appointments

- 5.5.1 A paraprofessional employee may hold more than one permanent paraprofessional position at the same time if the total regular working hours of the positions do not exceed forty hours per week. A permanent paraprofessional may be hired in a temporary paraprofessional position as long as the total regular working hours of the permanent position and the temporary position do not exceed forty hours per week.

5.6 Extended Year Program Appointments

- 5.6.1 Paraprofessional extended year program positions shall be filled only by paraprofessionals except when there are no paraprofessional applicants for a position.

6 PARAPROFESSIONAL DEPARTMENTS

6.1 Groups

- 6.1.1 All paraprofessionals within the groups listed in Section 1.3.1 (Recognition) shall be considered to have comparable training and for purpose of unit loss, lay-offs, and seniority shall be treated as one department.

7 EXPERIENCE CREDIT

7.1 Allowable Experience Credit

- 7.1.1 Paraprofessionals shall be given salary credit for all Hillsborough County Public School paraprofessional experience as defined in this agreement.

7.2 Definition of a Year's Service for Salary Purposes

- 7.2.1 A year's credit for salary purposes shall be allowed a paraprofessional who has served half the total plus one day of the annual paid workdays and paid holidays. A year's credit shall be allowed for each year of approved military leave granted by the Board.

8 WORK YEAR AND HOURS

8.1 Work Year

- 8.1.1 The number of work days per year for teacher aides shall be 190 days as determined by the School Board calendar. In addition,

teacher aides employed before August 15, 1989, shall be paid for twelve holidays. Teacher aides employed after August 15, 1989, shall be paid for six holidays.

8.1.2 The number of work days per year for fulltime Instructors and Assistant Teachers shall be 190 days as determined by the School Board calendar. In addition, these employees shall be paid for six holidays.

8.1.3 The number of work days per year for DEES Attendants shall be 184 days as determined by the School Board calendar. In addition, DEES Attendants employed before August 15, 1989, shall be paid for twelve holidays. DEES Attendants employed after August 15, 1989, shall be paid for six holidays.

8.1.4 The work year for 12 month paraprofessionals shall be determined by the School Board calendars for 12 month employees.

8.2 Work Hours

8.2.1 The work day for full-time teacher aides shall be seven and one-half hours including thirty-minutes duty-free lunch.

8.2.2 The work day for Head Start Instructors and Assistant Teachers shall be seven hours and twenty minutes including lunch.

8.2.3 The work day for DEES Attendants shall be eight hours excluding their non-paid lunch period.

8.2.4 The work day for Health Assistants shall be seven and one-half hours excluding their non-paid lunch period.

8.2.5 The work day for Physical Therapy Technicians shall be eight hours excluding their non-paid lunch period.

8.2.6 The lengths of day for paraprofessionals is the same on non-student days as it is on regular student days.

8.2.7 Paraprofessionals (except DEES Attendants) shall be given compensatory time (See Section 3.1.8) in cases where emergencies have made it necessary for paraprofessionals to work beyond their normal time as approved and assigned by their supervisor.

8.3 Vacation Leave (This section does not apply to Fulltime Instructors and Assistant Teachers, and less than twelve month paraprofessionals employed after August 15, 1989.)

8.3.1 Vacation leave shall be earned on paid time only. Paraprofessionals who work less than twelve months shall receive a pro-rata share of annual vacation leave.

8.3.2 Vacation accrual rates for paraprofessionals are based on continuous years of service and are as follows:

- A. Paraprofessionals with less than five years of service - ten (10) days per year.
 - B. Paraprofessionals with five or more years of service but less than ten years of service - twelve (12) days per year.
 - C. Paraprofessionals with ten or more years of service but less than fifteen years of service - fifteen (15) days per year.
 - D. Paraprofessionals with fifteen or more years of service - twenty (20) days per year.
- 8.3.3 Twelve month paraprofessionals may allow their vacation to accrue without limit. However, no more than one year's accrual may be used at any one time. Upon termination or death, payment shall be limited to sixty-five (65) days.
- 8.3.4 A 12 month paraprofessional desiring vacation leave must apply and receive approval of the immediate supervisor and the Personnel Office. Employees must utilize the appropriate leave of absence form and must submit this form no later than three work days prior to the first day of vacation. Such leave may not be utilized until six months of employment have been completed.
- 8.3.5 For less than 12 month paraprofessionals, vacation leave shall accrue and be paid out annually.
- 8.4 Attendance Award Program**
- 8.4.1 The Attendance Award Program permits paraprofessional employees to convert a maximum of one-third of the number of hours of sick leave accrued annually to vacation leave effective July 1. Any sick leave used annually during the year shall reduce the number of convertible hours.
- 8.5 Paid Holiday**
- 8.5.1 Holidays for paraprofessionals shall be observed as established by the School Board approved calendars for non-instructional employees. No payment is authorized for the holiday if the employee is not on paid status (e.g. working, on paid sick leave, or on paid vacation) on either the regularly scheduled workday immediately preceding the holiday or immediately following the holiday.
- 8.6 Lunch and Break Periods**
- 8.6.1 Each full-time paraprofessional shall be provided a minimum of thirty minutes for duty-free lunch period.
- 8.6.2 All full-time DEES Attendants, Health Assistants, and Physical Therapy Technicians shall receive two fifteen-minute paid breaks within their regular paid work hours.

8.7 Schedule Notification

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

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

9 PARAPROFESSIONAL RESPONSIBILITIES/RIGHTS

9.1 Voluntary Activities

9.1.1 Activities beyond the work day shall be voluntary on the part of the paraprofessional.

9.2 Privacy of Discussion

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

9.3 School Property

9.3.1 Paraprofessionals 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.

9.4 Paraprofessional Supervision

9.4.1 Paraprofessionals assigned to teachers are to be utilized and supervised by the teacher to whom the paraprofessional is assigned. Paraprofessionals are not to be routinely used to perform services for the school's administrative office.

9.5 Transportation of Students

9.5.1 Paraprofessionals who transport students as an extension of their normal work activities shall be covered by Board's liability insurance policy when approved by their appropriate administrator.

9.6 Student Illness

9.6.1 Paraprofessionals (except Health Assistants) shall not be required to make final decisions on the status of a student's illness and action to be taken, if any.

9.7 County Committees

9.7.1 The Association shall name a majority of any paraprofessional representatives serving on a county committee which will have an effect on a class of paraprofessional employees.

9.7.2 The school calendar committee shall include one (1) paraprofessional representative selected by the Association.

9.8 Staff Meetings

9.8.1 County-wide paraprofessional meetings shall be held annually. The objectives of these meetings shall be to generally inform the system's paraprofessional personnel of any new operational procedures and/or policies, to review, if needed, any established operational procedures and/or policies, to promote county-wide communication for improved efficiency in system operations, and to offer any type of professional training that may be beneficial to paraprofessionals.

9.9 Accepting Gifts

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

10 TRANSFERS

10.1 General Principles

10.1.1 A transfer is a change in position from one school to another. A permanent position paraprofessional may transfer to a permanent position without changing his/her contract status.

10.1.2 A transfer may be requested by a paraprofessional or may be initiated by the Superintendent.

10.1.3 Paraprofessionals who have been notified in writing of deficiencies which could lead to dismissal if improvement is not made may not volunteer but shall be transferred if their seniority requires it. A paraprofessional may also be transferred administratively according to Section 10.2.

10.1.4 Paraprofessionals are eligible to transfer at any time during the school year. A qualified replacement should be secured before the transfer is made; however, no transfer will be delayed more than two weeks.

10.1.5 All vacancies within the school will be advertised in-house for a reasonable amount of time (one week) before any transfer, new hires, or other action to fill the position is taken.

10.1.6 All paraprofessional vacancies shall be made know immediately to the Personnel Office.

- 10.1.7 The Personnel Office shall provide information regarding vacancies to those paraprofessionals desiring a transfer and to the Association when requested.
- 10.1.8 Administrators shall notify all paraprofessionals interviewed of their decision within five days after a decision has been made.
- 10.1.9 All complaints related to the paraprofessional selection process should be directed to the Personnel Office immediately for investigation. The applicant will be notified of the result.

10.2 Administrative Transfer

- 10.2.1 The Superintendent or his designee shall investigate any request for an administrative transfer.
- 10.2.2 Following the request, the Assistant Superintendent for Personnel shall gather all pertinent information from all parties involved including the paraprofessional.
- 10.2.3 Following the study, the Assistant Superintendent for Personnel shall present the report including his recommendations to the Superintendent.
- 10.2.4 The Superintendent shall then act upon the transfer request. Should a transfer be indicated, the paraprofessional shall be placed in a vacancy that is in the best interest of the individual and/or the system.

10.3 Unit Loss Transfer

- 10.3.1 Paraprofessional units at each work location shall be allocated by the Assistant Superintendent for Administration in conjunction with the instructional unit allocation.
- 10.3.2 Unit loss will be used for transferring paraprofessionals when a school must lose paraprofessionals.
- 10.3.3 When transfers are necessary due to unit loss, paraprofessionals to be transferred will be determined by the seniority policy.
- 10.3.4 Unit loss and pool placement will first be transacted within the designated groups. (See 10.3.14 for exception)
- 10.3.5 In determining unit loss, the length of the paraprofessional work year will not be a factor in identifying the person to be transferred.
- 10.3.6 The seniority of a paraprofessional who is on leave and has a vested interest in the position will be used to determine the unit to transfer. Only paraprofessionals who have achieved permanent status will be eligible for pool placement.
- 10.3.7 The Personnel Department will notify, through the administration, paraprofessionals who must transfer due to unit loss. The names of these paraprofessionals will then be given to the Association and placed in a pool.

- 10.3.8 The Personnel Office shall determine a freeze period for paraprofessional groupings prior to the placement of pool personnel due to unit loss. No new hires may occur during the freeze period. Transfers as described in Section 10.1 may continue until two weeks after unit allocations.
- 10.3.9 Paraprofessionals who are placed in the pool due to unit loss will be eligible for transfer as all other paraprofessionals.
- 10.3.10 The paraprofessionals in the various pools will be listed according to their seniority in the Hillsborough County School System.
- 10.3.11 At each placement meeting, vacancies will be given to each paraprofessional who is required to transfer. The paraprofessional with the most seniority will be given his/her choice of vacancies. Using seniority, paraprofessionals will be given a choice until all are placed or until all vacancies are filled.
- 10.3.12 When there are more paraprofessionals in the pool than vacancies, the paraprofessional with the most seniority will be given the right of refusal of each vacancy occurring until he/she is placed. The paraprofessional in the pool with the least seniority will be assigned to any vacancy occurring if all paraprofessionals with more seniority have refused the position. Paraprofessionals not assigned will remain in the pool.
- 10.3.13 One-half day paraprofessionals shall be entitled to select from any full day openings within groupings on a seniority basis.
- 10.3.14 Paraprofessionals in the Group A pool shall be entitled to select any positions available in Group C after the placement of the Group C pool.
- 10.3.15 The Personnel Office will work with paraprofessionals who were unable to be placed to find the best assignment possible for the welfare of the paraprofessional and the school system. In cases where the unit is surplus but no lay off is declared, the paraprofessional shall be retained as surplus in their present position for a maximum of one year or until a transfer is available.
- 10.4 New School or Consolidation Transfers**
- 10.4.1 The seniority and unit loss policy will be used when boundary changes are made in making mandatory new school transfers and consolidation transfers to the schools involved.
- 10.5 Family Transfer**
- 10.5.1 No paraprofessional shall be appointed or reappointed to a school in which his/her father, mother, brother, sister, husband, wife, son, or daughter is employed as an administrator. A paraprofessional and an administrator marrying during the school year shall be allowed to finish that year at the same work location. It shall

be the duty of the principal and Personnel Office to enforce the policy and to arrange for required transfers if the year ends without voluntary transfer occurring. Voluntary transfers will be encouraged prior to year ending.

11 SENIORITY

11.1 General Procedures

- 11.1.1 Seniority shall accrue county-wide for each year of continuous service (continuous service being defined as the most recent date of employment to the present) in Hillsborough County.
- 11.1.2 Seniority shall accrue to all paraprofessionals regardless of length of year.
- 11.1.3 In the event of a tie in the beginning employment dates, seniority shall accrue from the date recorded by the placement supervisor on the Personnel Transaction form.
- 11.1.4 When a specific issue must be resolved involving paraprofessionals with equal seniority, it will be resolved by an objective lottery in the presence of the affected parties.
- 11.1.5 The paraprofessional with the most seniority shall have first option to stay in a position or transfer, with such option extended to all paraprofessionals on a diminishing basis until one elects to transfer or until such time as the paraprofessional with the least amount of seniority is required to transfer. This policy is also extended to include the right of a paraprofessional in a position going from full-time to half-time to choose between staying in the half-time position or going into the pool.
- 11.1.6 Paraprofessionals who have been placed on career observation may not volunteer but shall be transferred if their seniority requires it.

12 PARAPROFESSIONAL REDUCTION IN FORCE AND REEMPLOYMENT

- 12.1.1 When it becomes necessary for a reduction in force, the Assistant Superintendent for Personnel shall place a freeze on all paraprofessional positions. The seniority of paraprofessionals within a group shall be the governing factor in determining those paraprofessionals who are to be laid off.
- 12.1.2 When programs are discontinued or cut back, the seniority of paraprofessionals in such programs shall be the governing factor in determining whether or not those paraprofessionals are laid off or absorbed into the regular program. The following procedure will be used:
- 12.1.3 The Superintendent and Assistant Superintendents shall determine the area, subject or programs that will lose positions for the

coming year. Paraprofessionals shall be laid off in order of least continuous seniority in the county and within the specific groups affected.

- 12.1.4 The Personnel Office 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.
- 12.1.5 The Personnel Office will work with the paraprofessional to be laid off, who is qualified for another vacant position, to find the best assignment possible for the welfare of the paraprofessional and the school system. If a paraprofessional is placed in a lower pay grade, the paraprofessional shall not have a reduction in their current pay rate for a period of one year.
- 12.1.6 Laid-off paraprofessionals shall have first option for accepting reemployment on a seniority basis, as vacancies open within the previously assigned groups for a period of two years. No new paraprofessionals shall be employed during the two year period until all paraprofessionals laid off from such assignments have been provided with the opportunity of filling the positions. Hardship cases will be considered by the Personnel Department when making these placements.
- 12.1.7 Group A paraprofessionals on lay-off are to be offered employment, by seniority, in any position becoming available within Group C.
- 12.1.8 Upon reemployment, all benefits shall be restored.

13 LEAVES

13.1 General Principles

- 13.1.1 Leave for paraprofessionals is not considered a termination of employment. Upon expiration of the leave, a paraprofessional shall be returned to the school where he/she previously served.
- 13.1.2 A temporary appointment will be made to fill the position vacated by a paraprofessional on leave.
- 13.1.3 When the circumstances for which a leave was granted are changed, a paraprofessional may request an early return from leave. This return shall be granted only if a vacancy occurs for which the paraprofessional is qualified by group and the accepting principal agrees. This section shall not apply to health leaves.
- 13.1.4 Authorized leaves shall not constitute a break in service.

13.2 Absence from Duty

- 13.2.1 A paraprofessional who will be absent from duty shall notify the administration as early as possible, preferably the night before

the absence and not later than one hour prior to the paraprofessional's reporting time on the morning of the absence.

- 13.2.2 All absences from duty must be for a reason which can be excused by the administration. Paraprofessionals 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 employment shall be subject to cancellation by the Board.

13.3 Bereavement Leave

- 13.3.1 In the event of the death of a member of the immediate family (paraprofessional's spouse, child, mother, father, brother, sister, guardian, stepparent, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, or any relative residing within the paraprofessional's household), a paraprofessional on permanent status may be granted up to three days of paid leave to facilitate attendance at the funeral.

- 13.3.2 Bereavement Leave is of special nature and may not be deferred or converted to any other purpose. It is not charged against any other leave account and is not accumulated in the manner of sick leave. Payment in lieu of bereavement leave is not authorized.

13.4 Personal Leave

- 13.4.1 Four days per school year for personal leave may be charged to sick leave. The regular request for leave of absence form will not be necessary but the administration shall be notified prior to the paraprofessional taking leave. Immediately following the absence, a sick leave form shall be submitted stating that the absence was for "Personal Reasons."

13.5 Illness Leave (Sick Leave)

- 13.5.1 A paraprofessional who is unable to perform school duties because of his/her illness or because of the illness or death of his/her father, mother, brother, sister, husband, wife, child, father-in-law, son-in-law, daughter-in-law, mother-in-law, stepfather, stepmother, brother-in-law, stepbrother, halfbrother, sister-in-law, stepsister, halfsister, stepchild, uncle, aunt, niece, nephew, grandparents, grandchild, or members of his/her own household (a person residing in the house wherein the member resides, or in another house upon the same premises) is entitled to use sick leave.

- 13.5.2 Employees shall earn one day of sick leave for each month of employment which shall not be used prior to the time it is credited to the member, provided that the member shall be entitled to earn no more than one day of sick leave times the number of

months of employment during the year of employment. All employees shall be given four days at the end of their first month of employment each school year. Employees shall receive one day per month thereafter until they have received the maximum allowable for their work year.

13.5.3 If an employee terminates his/her employment, either through termination, resignation, retirement, or death, prior to earning the days that have been advanced to them, the School Board shall make an adjustment in the final compensation to ensure that the employee has not been overpaid.

13.5.4 Such sick leave shall be cumulative from year to year; provided, there shall be no limit on the number of days of sick leave that may be accrued. Sick leave shall accrue hourly based upon paid time.

13.5.5 All justified claims for sick leave must be approved by the principal who shall make the report to the payroll section with a payroll voucher, and by such person as is designated by the Superintendent for this purpose. All such claims shall be substantiated by filing of the appropriate form immediately upon return of the paraprofessional to duty or during the course of his/her illness, as may be needed.

13.5.6 The Superintendent is authorized to require a certificate of illness from a licensed physician or from the County Health Officer if such is deemed necessary. Full compensation shall be made for the time missed for justifiable absence in accordance with the Florida School Laws.

13.5.7 Paraprofessionals shall have the option of using vacation leave when all sick leave has been exhausted.

13.5.8 Paraprofessionals who are reemployed, except those who received terminal pay at separation, shall be credited with all unused balances of sick leave held at the date of the previous separation.

13.6 Sick Leave Bank

13.6.1 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.

13.6.2 Membership

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

tarily 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 membership. 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 13.6.2. 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 Section 13.6.2.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.
 - 4. 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

13.6.3 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 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 Worker's Compensation cases).
 3. Sick Leave Bank benefits are not payable for benefits coverable by Worker's Compensation benefits.
 4. The member must have exhausted all accumulated sick leave and have missed ten (10) consecutive work days without pay.
 5. The member must make application to the Sick Leave Bank Committee by submitting certificates from two doctors attesting to the member's extended illness or accident. The Sick Leave Bank Committee will provide the necessary forms and determine the required information.
 6. Upon approval by the Sick Leave Bank Committee of each application, members will be allowed to draw up to a maximum of one hundred (100) paid sick leave days from the bank. Payment of benefits for these approved 100 days does not have to be continuous for the same illness. However, each request must be accompanied by a new application and the criteria in 1, 2, and 3 above must be met.
 7. All cases shall be reviewed when the 50th day of benefits is reached. The committee may request additional medical certification.
- B. Utilization of paid sick leave will be determined based upon the following:
1. The Sick Leave Bank days, for payment purposes, are only effective on the days which are normally paid days for each particular job classification.
 2. Members of the Sick Leave Bank who are drawing benefits are not eligible for sick leave or vacation accrual. Paid holidays occurring during the approved benefit period will be paid as a benefit of the Sick Leave Bank.
 3. During the duration of the coverage by the Sick Leave Bank days, the recipient is responsible for submitting updated medical statements from both physicians at the end of each month or as otherwise advised by the committee's chairperson. This should be forwarded to the

attention of the chairperson of the Sick Leave Bank Committee.

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

13.6.4 Administration

- A. The Sick Leave Bank shall be administered by the Sick Leave Bank Committee.
- B. The Sick Leave Bank Committee shall be the final authority on all disputes concerning membership applications, benefit applications, and on other matters that may come before the committee.
- C. The Sick Leave Bank Committee shall be a committee consisting of:
 1. Three representatives appointed by CTA.
 2. Four representatives appointed by the Superintendent.
- D. The chairperson shall have no voting power except in a tie breaking situation.
- E. Enrollment forms and applications for benefits may be obtained from the Non-Instructional Personnel Office.
- F. Specific rules for the implementation of this bank may be developed by the Sick Leave Bank Committee.
- G. Sick Leave Bank Members shall be given an annual report of usage.
- H. The membership eligibility and benefits (100 days) of the Sick Leave Bank may be changed when two-thirds of the Sick Leave Bank Committee recommends to the Sick Leave Bank membership such a change. This change shall be approved by a majority vote of the voting members of the Sick Leave Bank.

13.6.5 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.

13.7 Short Term Leaves

13.7.1 The Superintendent shall have authority to approve (or to delegate responsibility for approving) all temporary or short term leaves.

13.7.2 With the exception of sick leave, all other requests must be submitted on the Request for Leave of Absence form and received in the Personnel Office three days prior to the effective date of leave.

13.8 Professional Duty-Out-of-County

13.8.1 When paraprofessionals in a program desire to attend a conference, convention, workshop, etc., they will present a request for approval of the trip to their principal at least two weeks in advance of the trip.

13.9 Illness or Accident in-Line-of-Duty (See also Sections 21.2, 21.3, 21.4, and 21.5)

13.9.1 Any paraprofessional shall be entitled to illness or accident-in-line-of-duty leave when he/she is absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.

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

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

13.9.4 The employee shall receive normal pay for the day of injury. Upon recommendation of Risk Management, the School Board will also pay normal salary to an employee who is injured on the job or has certain job related illnesses for the first ten working

days following such illness or injury. The maximum amount of paid days shall be ten days per injury with a maximum of ten days per year (July 1 - June 30). The employee must use the regular leave form to request paid days and submit to Risk Management for approval. The Risk Management Section will approve payment of the first paid day after an injury without proof of medical treatment. Approval of more than this first day will not be granted unless medical proof is attached indicating that the employee is unable to work due to the injury. An employee who is given paid days will be reported in Code B of the payroll.

- 13.9.5 After the ten day period, the injured employee has a choice of receiving Workers' Compensation benefits only, or supplementing Workers' Compensation benefits by utilizing a portion of a sick day to provide full salary equivalent. The combined benefits of both Workers' Compensation and paid days sometimes result in overpayments to an employee which must be returned.
- 13.9.6 If a doctor recommends an employee for light duty (limited/restricted duty), the employee must be able to fulfill his work responsibilities. The work location supervisor must allow the employee to return to work and insure that the employee does not exceed the doctor's limitations for up to ten working days. If these ten working days expire and the employee is still unable to return to full unlimited duty, the employee must obtain another doctor's statement requesting up to ten additional days of limited duty. At the completion of this second ten days of limited duty, the employee must return to full duty or be placed on temporary total disability until able to return to unrestricted duty. Light duty status is only available for approved Workers' Compensation claimants, not for individuals returning from personal illness or injury.
- 13.9.7 In addition to all Workers' Compensation benefits, employees shall also be entitled to illness in-line-of-duty leave when they are absent from duties because of certain illnesses contracted at work. This policy is intended to deal with such uncommon diseases or infestations as infectious hepatitis, meningitis, scarlet fever, and the illnesses normally related to childhood disease 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 or influenza. 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 of 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 Risk Management stating that the employee was personally exposed to a specific illness. Medical bills and leave of absence forms should be attached. Risk Management may specify maximum benefits for certain illnesses.

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

13.10 Jury Duty or Court Witness

- 13.10.1 Any paraprofessional of the school system when called for jury duty or subpoenaed as witness in a case which does not involve himself/herself shall be considered on temporary duty elsewhere and shall receive pay for his/her time or court duty.

A copy of the court order or subpoena must be attached to the Request for Leave form.

13.11 Military Reserve Leave

- 13.11.1 Military reserve leave shall be granted to paraprofessionals who are members of the armed forces and national state guard units when required to engage in training under orders on active or inactive duty. Military leaves of absence shall be with pay and must not exceed seventeen (17) working days in any fiscal year. Proper documentation in the form of military orders must accompany requests for leaves.

- 13.11.2 No employee shall lose his or her rank, grade, or seniority of the School Board by virtue of said employee serving in the National Guard of the state of Florida or other reserve component of the Armed Forces of the United States when duly called for training, and said employee shall be returned to the service of the School Board in the same position that he or she held immediately prior to entering upon said training if said employee shall present himself for duty immediately upon completion.

13.12 Personal Leave (Short Term) Without Pay

- 13.12.1 A paraprofessional may be granted a temporary personal leave (maximum of thirty (30) calendar days) without pay, when extenuating circumstances dictate. This leave cannot be extended. Only one personal leave may be granted per fiscal year.

13.13 Health Leave

- 13.13.1 A non-probationary permanent paraprofessional may be granted health leave of six months without pay. A physician's certificate must be submitted with the Request for Leave form. Additional health leaves will be granted with a physician's certification of illness.
- 13.13.2 The paraprofessional must notify his/her supervisor three days prior to return to duty from extended health leave. If the doctor releases the paraprofessional prior to the expiration of the six months' leave, he/she is expected to return to work immediately following the release and proper notification.
- 13.13.3 The Board shall provide the paraprofessional's health and life insurance when the paraprofessional is granted any health leave. However, this obligation shall not extend past the end of the fiscal year in which the health leave was initially granted. For leave extending past end of fiscal year, please see Section 21.1.6.

13.14 Military Leave

- 13.14.1 During an ordered national emergency, an employee upon presentation of official written orders, shall obtain a leave of absence without pay to serve in the Armed Forces of the United States of America or any branch thereof.
- 13.14.2 Any paraprofessional granted a military leave must, upon his/her discharge, submit to the Board a copy of his/her discharge papers from the service. Failure on the part of the paraprofessional to submit this verification will invalidate the leave of absence and constitute a break in service.
- 13.14.3 No paraprofessional employee shall lose his or her grade, step, or seniority in place at the time of his or her enlistment, induction, or call into the active service of the Armed Forces of the United States of America or any branch thereof.
- 13.14.4 Any employee entering the service as aforesaid, upon his/her discharge from said service shall be returned to the position he or she held immediately prior to the leave or to a position of equal rank or grade. Nothing herein shall obligate the School Board to return said employee to any position unless said employee presents himself/herself for work duty within one hundred (100) days after receiving his or her discharge or release from said military service.

13.15 Educational Leave

- 13.15.1 Paraprofessional may be granted educational leave to participate in educational programs beneficial to the employee's growth against his/her present or projected assignment in the

Hillsborough County School System. Educational leave shall be without pay and not exceed twelve (12) consecutive months. Only one educational leave can be obtained per each three year period. Proof of training shall be submitted upon return from leave.

13.16 Maternity/Adoption

- 13.16.1 Pregnancy shall be considered as any other temporary disability of a non-occupational nature. Upon proper request, any non-probationary permanent employee shall be allowed leave for maternity purposes. The employee may elect to be placed on annual and/or sick leave insofar as such credit is accrued. Leave of absence without pay shall be granted for the remainder of the necessary absence up to six months after the end of the pregnancy. The employee must submit a verification of the date the pregnancy ended.
- 13.16.2 The Board shall provide the paraprofessional's health and life insurance when the paraprofessional is on maternity leave up to two months after the end of the pregnancy. For maternity leave extending past this time, please see Section 21.1.6.
- 13.16.3 Prior to returning from maternity leave, each employee shall be required to submit a physician's statement verifying that she is physically qualified to resume her normal duties.
- 13.16.4 Maternity leave may also be granted for adoptive maternity up to four months. Permanent employees anticipating adoption of a child should submit proper and appropriate verification of intent to adopt with the request for leave.

13.17 Personal Leave

- 13.17.1 A paraprofessional shall be granted a personal leave for one school year or the remainder of a school year upon completion of his/her probationary period. One additional year of personal leave may be granted after each three years of employment in the Hillsborough County School System. Such leave shall not be cumulative.

13.18 Family Health Care

- 13.18.1 A paraprofessional may be granted a family health care leave of six months without pay. A physician's certificate must be submitted with the Request for Leave form. Additional leaves may be granted with a physician's certification of illness.
- 13.18.2 The paraprofessional must notify his/her principal/supervisor three days prior to return to duty from leave.

14 PARAPROFESSIONAL FACILITIES

14.1 Parking Areas

- 14.1.1 Consideration shall be given to safety and security of paraprofessionals' cars when assigning parking areas.

14.2 Dining Facilities

- 14.2.1 Paraprofessionals shall be provided with dining space and facilities apart from students if possible. In those schools where lack of space prohibits a separate dining room, an area within the student lunchroom will be established by use of available visual barriers, such as bookcases, etc. This will not prevent a paraprofessional from dining with his/her students if he/she desires to do so.

14.3 Faculty Lounge

- 14.3.1 Paraprofessionals shall be afforded equal access to and use of all faculty lounges, workrooms, and restrooms through the workday.

15 STUDENT MANAGEMENT AND PROTECTION OF PARAPROFESSIONALS

15.1 Paraprofessional Assault

- 15.1.1 Any paraprofessional who has suffered an assault in connection with his/her employment shall immediately make a written report, within seventy-two (72) hours, of the circumstances thereof to his/her administrator on the appropriate form in triplicate. The administrator must verify the facts connected with the assault including names of those involved and submit the original report of assault to the Office of Risk Management within seventy-two (72) hours of the event being reported. A copy of the assault report shall be retained by the principal, and a copy furnished the individual assaulted.

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

15.2 Safety of Students and Paraprofessionals

- 15.2.1 Paraprofessionals shall not be required to serve as security personnel during a period of civil disobedience, bomb threats, or assaults on students or paraprofessionals by trespassers. Paraprofessionals have the duty to assist in seeing that their students are protected while under their supervision.

- 15.2.2 Appropriate safety precautions shall be taken at all times at paraprofessional work sites. If a paraprofessional is aware that a safety hazard exists, he/she shall inform the appropriate administrator as soon as possible.

16 PERSONNEL FILES

16.1 Personnel Files

- 16.1.1 Any material originating within the school district which is derogatory to a paraprofessional's conduct, service, character, or personality shall not be placed in the paraprofessional's file unless the paraprofessional has had an opportunity to read it. The paraprofessional shall acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed. Such signature in no way indicates agreement with the content of such material. If the paraprofessional refuses to sign, the Personnel Office may file the material. The paraprofessional shall have a right to answer any material filed and his/her answer shall be reviewed by the Assistant Superintendent for Personnel and attached to the file copy.

16.2 Procedure for Changing Name, Address, and Telephone Number

- 16.2.1 All paraprofessionals shall report in writing any name, address, and telephone number changes to the Personnel Office. Name changes on records cannot be made until a new Social Security card has been recorded in the Personnel Office.

17 PARAPROFESSIONAL EVALUATION

17.1 Evaluation of Paraprofessionals

- 17.1.1 Each paraprofessional must be assessed at least once a year.
- 17.1.2 A written record of each annual assessment shall be kept in the County Office.
- 17.1.3 The teacher directly responsible for the supervision of the paraprofessional shall make the evaluation for recommendation to the principal.
- 17.1.4 Prior to the written assessment, each individual shall be informed of the criteria and the procedure to be used.
- 17.1.5 The written report of the assessment for each individual shall be shown to him/her and discussed with him/her by the person responsible for preparing the report. A copy of the written evaluation will be given to the individual.

17.2 Evaluation Procedure

- 17.2.1 November evaluations, which are to be kept at the work location, will be signed by the evaluators and a copy returned to the paraprofessional prior to the winter holidays.

- 17.2.2 A copy of the March evaluation shall be given to the paraprofessional, evaluators, and a copy sent to the Personnel Office by April 1 of each year.
- 17.2.3 Paraprofessionals who are employed as DEES Attendants, Health Assistants, and Physical Therapy Technicians shall be evaluated upon completion of their probationary period and annually thereafter on their anniversary date.
- 17.2.4 The currently approved paraprofessional evaluation form shall be the only evaluation form used for all paraprofessionals in conducting the above procedures.
- 17.2.5 All evaluations and related documents shall be handled in a private manner.

18 DISCIPLINARY PROCEDURES

18.1 Reprimand, Demotion, Suspension, or Termination

- 18.1.1 Reprimand, demotion, suspension, or termination shall be for just cause. Just cause shall be defined as:
 - A. Incompetence or continued rendering of unsatisfactory service after instruction and/or counseling.
 - B. Gross neglect of duty or specific serious failure to perform assigned duties.
 - C. Insubordination.
 - D. Serious breach of discipline.
 - E. Absence without leave, or failure to give proper notice of absence to the detriment of service.
 - F. Failure to return to duty at the end of an authorized absence.
 - G. Indulgence in an intoxicating beverage, a hallucinogen, or a controlled stimulant or depressant drug while on duty or preceding duty so that such indulgence can be discerned after the time for commencement of duties: or possession of such substances on the employer's premises during working hours. (The professional opinion of one licensed physician, or the signed statements of two or more other persons, shall suffice for determination of discernment of intoxication.)
 - H. Conviction, or entry of a plea of guilty or nolo contendere, of a felony or of a misdemeanor having specific relevance to the duties of the employee's classification.
 - I. Negligent or willful damage to public property.
 - J. Theft, conversion of, or willful or careless waste of, public supplies, property, or equipment.
 - K. Unauthorized use of public personnel services supplies, property, facilities, or equipment.
 - L. Use of bribery or political pressure to secure appointment or advantages.

- M. Material falsification of information as part of the qualifying application for employment and/or promotion, or any other official document of the School Board for the purpose of personal gain or reward.
- N. In connection with official duties, acceptance of compensation other than that specifically authorized.
- O. Utilization of official position for unauthorized personal gain.
- P. Failure to maintain competence or legal capacity to perform duties required of an incumbent in the classification.
- Q. Mental or physical disability, as supported by written documentation from not less than two licensed physicians.

18.2 Procedures for Employee Demotion, Suspension or Termination

- 18.2.1 All conferences with paraprofessionals related to demotions, suspensions, or termination proceedings shall be summarized in writing by the administrator with a copy furnished to the paraprofessional.
- 18.2.2 The paraprofessional may request an Association representative to be present at any meeting or conference related to demotion, suspension, or termination.
- 18.2.3 When a paraprofessional has been recommended for demotion, suspension, or termination, the director of non-instructional personnel shall send written notice to the paraprofessional, administrator, and Association of a predisciplinary hearing to be held before the action is taken, except as noted in Section 18.2.4 and 18.2.5. The paraprofessional shall be provided written notice of the personnel director's recommendation.
- 18.2.4 Any paraprofessional employee arrested for a crime constituting a felony or a misdemeanor may be immediately suspended from duty by the Superintendent.
- 18.2.5 In cases where the Superintendent concludes that public interest necessitates immediate imposition of discipline, this decision in itself must be predicated upon the ability of the superintendent's staff to substantiate the specific adverse effect that would result contrary to the public interest.

19 RETIREMENT BENEFITS AND RESIGNATION PROCEDURES

19.1 Terminal Pay

- 19.1.1 In order to encourage and reward paraprofessionals who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to paraprofessionals upon termination of employment at retirement, or to their

beneficiaries if service is terminated by death. Paraprofessionals employed prior to January 1, 1985, shall be provided terminal pay upon termination when selecting the deferred retirement option.

19.1.2 Terminal pay shall be:

A. After ten years but less than thirteen (13) years of creditable service, an employee will be paid 50% of his/her daily rate of pay times the number of days he/she has accumulated in sick leave.

* Paraprofessionals employed prior to October 1, 1984, shall receive no less benefit than provided by School Board Policy G 33.1 on September 1, 1984.

B. During and after the 13th year of creditable service, an employee will be paid 100% of his/her daily rate of pay times the number of days he/she has accumulated in sick leave.

19.2 Early Retirement Plan

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

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

19.3 General Information

19.3.1 Paraprofessionals shall follow retirement requirements including reemployment restrictions as provided by the Florida Retirement System Rules and Regulations.

19.4 Resignation Procedures

19.4.1 A paraprofessional may leave the service of the system voluntarily by resignation. Whenever possible, the resignation shall be in writing and submitted to the principal/supervisor in a timely fashion (normally two weeks). The resignation shall be forwarded to personnel as soon as possible for processing.

20 GRIEVANCE PROCEDURE

20.1 Rights of Paraprofessionals to be Represented

20.1.1 The paraprofessional may request the building representative to be present at any meeting or conference related to a paraprofes-

sional's conduct or performance where two or more administrators are present.

- 20.1.2 Paraprofessionals may request a member of the Association staff to be present at any meeting or conference related to a paraprofessional's conduct or performance where a county-level administrator is present.
- 20.1.3 A paraprofessional shall have the right to be represented at any level of the grievance procedure by a member of the Association staff.
- 20.1.4 A paraprofessional has the right to represent himself/herself at Levels I, II, and III of the grievance procedure. An employee may not be represented by an officer or staff person employed by another association, union, or labor group.
- 20.1.5 Paraprofessionals may request a member of the Association staff to be present at any meeting or conference where school security personnel and/or H.R.S. personnel are present.

20.2 Pre-Grievance Conference

- 20.2.1 Before a dispute enters the grievance process, the paraprofessional must request a conference with the administrator or other immediate supervisor to discuss and attempt to resolve the problem. This conference shall precede all other steps in the grievance procedure.

20.3 Purpose of Grievance Procedure

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

20.4 Definitions

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

- 20.4.2 An "aggrieved" person is the person or persons making the claim.
- 20.4.3 A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

20.5 Miscellaneous

- 20.5.1 If, in the judgment of the Association and the Superintendent, a grievance affects a class of paraprofessionals, the Association may submit such grievances in writing directly to the Superintendent, and the processing of such grievance shall be commenced at Level II.
- 20.5.2 Decisions rendered at all levels will be in accordance with the procedures set forth by Board policy, rules and regulations of the State Department of Education, Florida Statutes, and this agreement.
- 20.5.3 Documents, communications, and records dealing with the processing of a grievance will not be placed in the personnel file of the participants.
- 20.5.4 Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents will be jointly prepared by the County Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Each form will be in duplicate and signed by both parties, with each party retaining a copy.
- 20.5.5 The Board and Association agree to make available to the aggrieved person and his/her representative all pertinent information not privileged under law or Board policy, in its possession or control, and which is relevant to the issues raised by the grievance.
- 20.5.6 When it is necessary at Level II or III for a paraprofessional to attend a meeting or hearing during the school day, the Superintendent's office shall so notify the principal of said paraprofessional, and he/she shall be released without loss of pay.
- 20.5.7 No grievance shall be recognized unless it shall have been presented at the appropriate level within thirty (30) school days after the aggrieved person knew of the act or condition on which the grievance is based, and if not so presented, the grievance will be considered as waived.
- 20.5.8 No reprisals of any kind will be taken by the Board or by any member of the administration or instructional personnel against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

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

20.6 Procedures

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

20.7 Level I

20.7.1 If the conference with the principal or immediate supervisor fails to solve the grievance, the person will file on a Level I form the grievance with his principal or immediate supervisor, either directly or together with the Association's designated building representative, with the objective of resolving the grievance. A written disposition of the grievance will be given to the party in interest within ten school days.

20.8 Level II

20.8.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within ten school days after he/she has first met with the appropriate principal, he/she may file the grievance on a Level II form with the Superintendent either directly or through the Association's representative within five school days after a decision by the aforesaid principal, or fifteen (15) school days, whichever is sooner. The Superintendent shall have ten school days after receipt of the grievance in which to hold a hearing.

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

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

- A. The Superintendent and/or designee.
- B. Those named as filing the grievance, or in the case of a large group, representatives of that group.
- C. CTA administrative officer.
- D. School system administrators involved in the grievance.
- E. Secretaries to record the proceedings.

- 20.8.4 Witnesses will remain in another room and will be called individually to testify. The Superintendent and/or his designee shall brief each witness as he/she enters the hearing room about the grievance. After the briefing, witnesses shall give a brief background and relate their experience with reference to the grievance.
- 20.8.5 Decisions rendered by the Superintendent or his designee shall be addressed to the party filing the grievance and sent to both parties within ten school days of the final Level II hearing on the issue.
- 20.8.6 All hearings held at Level II shall be in closed sessions and no news releases shall be made concerning progress of the hearings.
- 20.9 Level III**
- 20.9.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within ten school days after he/she has first met with the Superintendent or his designee, he/she may file the grievance on a Level III form with the School Board through the Superintendent either directly or through the Association's representative within five school days after a decision by the Superintendent or his designee, or fifteen (15) work days, whichever is sooner. The Board shall have fifteen (15) work days after receipt of the grievance in which to hold a hearing and render a decision.
- 20.10 Level IV**
- 20.10.1 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 grievant individually or through the Association, may move the grievance to arbitration by filing a Level IV form with the Superintendent.
- 20.10.2 Within ten school days of receipt of the Level IV grievance, the Superintendent or his designee will meet with the aggrieved person and/or the Association for the purpose of selecting a mutually acceptable arbitrator.
- 20.10.3 If the parties cannot agree on an arbitrator within ten school days, the Federal Mediation Conciliation Service will be asked to appoint an arbitrator.
- 20.10.4 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 fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator shall be submitted

to the Board and the Association and shall be final and binding upon the parties.

20.11 Arbitrator Hearings

- 20.11.1 The arbitrator shall give at least ten days notice in writing to the Association and the Superintendent of the time and place of such hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witness, the production of books, records, and other evidence pertinent to the issues presented to him for determination.
- 20.11.2 The hearing shall be concluded within ten days of its commencement. Within ten days after the conclusion of the hearings, the arbitrator shall make written findings and a written opinion upon the issues presented, a copy of which shall be mailed or otherwise delivered to the parties involved. The decision of the arbitrator shall be final and binding upon the Association and the Board.
- 20.11.3 The arbitrator shall conduct the hearings and render a decision upon the basis of a prompt, peaceful, and just settlement of disputes between the paraprofessionals and the Board.
- 20.11.4 Fees and necessary expenses of arbitration shall be borne equally by the negotiating agent and the Board.

21 INSURANCE AND INJURY BENEFITS

21.1 Health and Life Insurance Coverage

- 21.1.1 The School Board agrees to pay the premium for the employee for a comprehensive multiple option medical insurance program.
- 21.1.2 The employee may insure his/her dependents with the School Board's comprehensive multiple option medical insurance program, provided that he/she pays the additional premium and provided they are enrolled within the first thirty-one (31) days of employment or within the first thirty-one (31) days of a change in dependent coverage. Evidence of insurability will be required during other times.
- 21.1.3 In the event of lay-off, paraprofessionals will be permitted to continue as members of the health group for up to one year at their own expense past the time of prepaid coverage or until covered by a new employer, whichever is sooner.

- 21.1.4 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.
- 21.1.5 The School Board agrees to pay the premium for employee coverage for term life insurance equal to one times an employee's annual salary rounded to the next lower \$1,000 with a base of \$10,000. The employee shall designate a beneficiary for the payment of such coverage.
- 21.1.6 Paraprofessionals on approved leave or on retirement may continue insurance coverage by paying the total premium on a quarterly basis to the school system. When on extended health leave, life insurance and health insurance premiums will continue to be paid by the Board for the remainder of the fiscal year.

21.2 Personal Injury Benefits Resulting from Assaults

- 21.2.1 Whenever a paraprofessional is temporarily absent from school and temporarily unable to perform his/her duties as a result of an assault incurred in the scope and course of his/her employment and not the result of his/her own negligence, he/she will be paid his/her full salary less the amount of any worker's compensation payment or award for temporary disability due to said assault for the period of such temporary absence for a total period of twelve (12) months from the date of such assault. Absences directly attributable to an assault will not be charged to sick leave for a period of up to twelve (12) months.
- 21.2.2 The Board shall have the right to have the paraprofessional examined by a physician designated by the Board to assist it in determining the length of time during which the paraprofessional is temporarily unable to perform his/her duties, and that the disability is attributable to the injury involved. In the event there is an adjudication of the period of temporary disability in the appropriate worker's compensation proceeding, the Board may adopt such adjudication.

21.3 Reimbursement for Personal Property Losses

- 21.3.1 Whenever a paraprofessional's personal property is soiled, damaged, or destroyed by students or non-students through acts of personal physical assaults, if recovery by the Board is not possible through legal means, the school system shall reimburse the paraprofessional upon recommendation of the administrator, when such losses occur in the performance of his/her school duty. All such assaults must be reported in accordance with the assault policy.

- 21.4 Worker's Compensation Benefits (Also see Section 13.9)**
- 21.4.1 Payment of salaries by the Board and compensation insurance under coverage by the Board shall not be made so as to result in double payment for any period of service. In cases where salaries of injured employees are being paid by the Board during absence due to the injury, whether said absence is covered by sick leave, vacation, or a period allowed injured employees, any compensation insurance accruing as a result of the injury shall be paid to the Board.
- 21.4.2 Board payments will cover the first ten days of absence. After the employee goes off the payroll of the Board, the compensation insurance shall be paid to the employee.
- 21.5 Injury on the Job Reports**
- 21.5.1 The administrator in charge will report the accident immediately to the Supervisor for Worker's Compensation Insurance and Safety. The injured employee shall be given the form "Referral for Medical Treatment" which will enable him/her to report to the doctor or hospital. This form should be completed and mailed to the respective offices within forty-eight (48) hours after the injury.
- 21.5.2 An Employee Injury Report shall be completed in detail by the administrator or supervisor and forwarded to the Supervisor of Worker's Compensation Insurance and Safety within forty-eight (48) hours after an injury.
- 21.5.3 The Board shall maintain a basic liability policy for paraprofessionals while carrying out their duties and responsibilities with the exclusion of corporal punishment.
- 22 ASSOCIATION RIGHTS**
- 22.1 Exclusivity of Association Rights**
- 22.1.1 All rights granted in this section (Section 22, Association Rights) shall apply only to the Hillsborough Classroom Teachers Association as the exclusive bargaining agent for paraprofessionals. Any such rights or privileges shall not be granted to any other association, union, group, or individual.
- 22.2 H.C.T.A. Activities**
- 22.2.1 The Association's building unit shall be permitted the use of school buildings without cost for the purpose of conducting professional meetings.
- 22.2.2 Full-time paraprofessionals shall be allowed a maximum of one meeting per month during the work day as long as the meeting does not occur during the student day. Half-time paraprofessionals may meet at the completion of their work day. Double session schools shall be allowed one meeting per session. Such meetings shall not exceed sixty (60) minutes during the work day.

- 22.2.3 The Association and its several building units shall be provided with bulletin board space in each school building, in the lounge, or in the dining room for the purpose of posting notices and other related items.
- 22.2.4 The Association will have the right to place association material in the paraprofessionals' mail box. Copies of all materials placed in the paraprofessionals' mail box shall be placed in the principal's box.
- 22.2.5 Authorized representatives of the Association will assume responsibility for posting or distributing material for the Association.
- 22.2.6 The Association senior building representative shall have the right to announce the time, place, and subject of the Association meetings at school faculty meetings.
- 22.2.7 A maximum of two paraprofessionals, during any school year, shall be allowed to take one full year of restricted leave to work for the Association on a full-time basis. Said leave shall be renewable for one additional year.

22.3 Payroll Deduction

- 22.3.1 The Board agrees to deduct from paraprofessionals' salaries an amount to cover dues for the Association, as the paraprofessionals individually and voluntarily authorize the Board to deduct and to transmit the amount so authorized to the office of the Association. Paraprofessionals may individually and voluntarily authorize the Board and the Association to discontinue such deductions with a thirty (30) day notice.

22.4 Professional Organizations

- 22.4.1 Employee membership in professional organizations, while encouraged, is not required, nor is such membership conditional to employment or advancement.

22.5 State Conventions

- 22.5.1 The Board shall grant the Association members professional leave for the purpose of attending the state affiliate convention.
- 22.5.2 Delegates of the Association shall be selected on the basis of one delegate for every one hundred Association members and shall receive one day professional leave.

22.6 Bargaining Team

- 22.6.1 Paraprofessional bargaining team members shall be provided with released time from their duties when bargaining occurs during the school day.

22.7 School Mail

22.7.1 The Association shall be provided with school mail service for the distribution of the Association's newspaper and also for the purpose of contract ratification.

22.8 Legislative Days

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

22.9 Membership Solicitation

22.9.1 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 workday provided solicitation does not interfere with the official duties of employees and the operation of schools.

22.10 Access

22.10.1 The Association shall be afforded access to all work sites and grounds, including work location parking lots. The Association representative shall notify the building administrator when reporting to a work site.

22.11 Administrative Review

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

23 COMMON ANNIVERSARY DATE

23.1 Implementation of this Agreement for Salary Purposes

23.1.1 In order to phase out of a daily anniversary date for each paraprofessional to a common annual anniversary date of July 1, the following schedule will be followed during the first year of implementation of this agreement:

23.1.2 Anniversary dates from July 1, 1979, through January 16, 1980, will result in a step increase for those paraprofessionals in accordance with the approved salary schedule.

23.1.3 Anniversary dates from January 17, 1980, through June 30, 1980, will be frozen until July 1, 1980. At that time, all paraprofessionals will receive the annual step increase in accordance with the approved salary schedule.

- 23.1.4 Any employee who is on probation as of July 1, 1979, will receive a step increase July 1, 1980.

23.2 Non-Common Anniversary Dates

- 23.2.1 Anniversary dates for DEES Attendants, Health Assistants, and Physical Therapy Technicians normally shall be established as the date which is six months from the date of employment.

- 23.2.2 This anniversary date shall not change except:

- A. When probation is extended.
- B. When an employee is on an extended leave.
- C. During the term of Career Observation.

In these cases, the date shall be moved forward by the number of days involved.

24 SAVINGS CLAUSE

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

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

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

- 24.1.4 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.

25 EXPIRATION DATE

25.1 Non-Money Items


- 25.1.1 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, 1992, and from year to year or day to day thereafter until a new contract is ratified by the Board and Association.

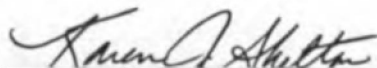
- 25.1.2 If either party desires to make changes in the agreement, the parties must deliver to each other, by the first working day in May, 1992, or by the first working day in May in any year the contract is extended, a written document setting forth the changes desired.

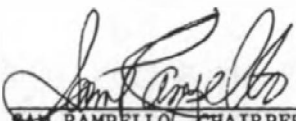
25.2 MONEY ITEMS

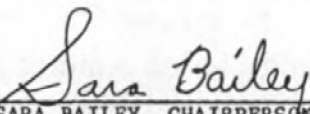
- 25.2.1 The portion of this agreement traditionally called money items shall become effective when approved by the Board and the Association and shall continue in effect to and including June 30, 1990, and from year to year thereafter unless at least sixty (60) days prior to June 30, 1990, either party serves written notice upon the other party of its desire to terminate or to make changes in this agreement.
- 25.2.2 If the notice given is one of desire to make changes in the agreement, the parties must deliver to each other by the first working day in June, 1990, a written document setting forth the changes desired.

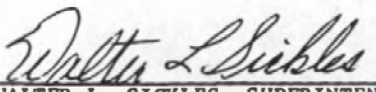
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT OF THIS - 19th DAY OF SEPTEMBER, 1989



ROBERT QUEIROLO, CHIEF NEGOTIATOR
SCHOOL BOARD OF HILLSBOROUGH COUNTY


KAREN SHELTON, CHIEF NEGOTIATOR
HILLSBOROUGH CLASSROOM TEACHERS ASSN.


SAM RAMPELLO, CHAIRPERSON
SCHOOL BOARD OF HILLSBOROUGH COUNTY


SARA BAILEY, CHAIRPERSON
PARAPROFESSIONAL CHAPTER
HILLSBOROUGH CLASSROOM TEACHERS ASSN.


WALTER L. SICKLES, SUPERINTENDENT
SCHOOL BOARD OF HILLSBOROUGH COUNTY


TERRY WILSON, EXECUTIVE DIRECTOR
HILLSBOROUGH CLASSROOM TEACHERS ASSN.

INDEX

	SECTION	PAGE
Absence from duty	13.2	16
Access to work sites	22.10	40
Accident and illness in line of duty	13.9	22
Administrative review	22.11	40
Administrative transfer	10.2	13
Anniversary dates	23	40 - 41
Appointments-concurrent	5.5	8
Appointments - extended year program (summer)	5.6	8
Appointments - half-day	5.2	7
Appointments - new employees	2.1	3
Appointments - restricted	5.4	8
Appointments - substitute	5.3	7
Appointments - temporary	5.1	7
Assault of paraprofessional	15.1	27
Assaults - benefits	21.2	37
Assignments	8.7	11
Association activities	22.2	38
Association convention	22.5	39
Association dues	22.3	39
Association recognition	1.3	1
Association rights	22	38 - 40
Attendance award program	8.4	10
Bargaining team	22.6	39
Bargaining unit members	1.3.1	1
Bereavement leave	13.3	17
Breaks - regular time	8.6	10
Career observation	4.2	6
Compensatory time	3.1.8	5
Convention - association	22.5	39
County committees	9.7	12
Court witness leave	13.10	24
Criminal record check	2.3	4
Dining facilities	14.2	27
Disciplinary procedures	18	29 - 30
Dismissal	18	29 - 30
Dues - payroll deduction	22.3	39
Early retirement plan	19.2	31
Educational leave	13.15	25
Employment prerequisites	2	3
Employment processing	2.1.1	3

Evaluation procedures	17	28 - 29
Exclusivity - association rights	22.1	38
Exclusivity - membership solicitation	22.9	40
Exclusivity - organization rights	1.4.1	3
Experience credit	7.1	8
Expiration of contract	25	41
Extended year program - appointments	5.6	8
Facilities - parking	14.1	27
Facilities - dining	14.2	27
Facilities - faculty lounge	14.3	27
Family health care leave	13.18	26
Family transfer	10.5	14
Gifts - business related	9.9	12
Grievance procedures	20	31 - 36
Groups - definition	1.3.1	1
Half-day paraprofessionals	5.2	7
H.C.T.A. activities	22.2	38
Health and life insurance	21.1	36
Health leave	13.13	25
Holidays - paid	8.5	10
Hours	8.2	9
Illness and accident in line of duty	13.9	22
Illness - sick leave	13.515	
Illness - student	9.6	11
Injury on the job reports	21.5	38
Insurance - health and life	21.1	36
Insurance - health leave	21.1.6	37
Insurance - maternity leave	13.16.2	26
Jury duty leave	13.10	24
Just cause - definition	18.1.1	29
Lay-off - reduction in force	12	15 - 16
Leave - adoption	13.16	26
Leave - bereavement	13.3	17
Leave - educational	13.15	25
Leave - family health care	13.18	26
Leave - general principles	13.1	16
Leave - health	13.13	25
Leave - illness or accident in line of duty	13.9	22 - 24
Leave - illness/sick leave	13.5	17
Leave - jury duty/court witness	13.10	24
Leave - maternity/adoption	13.16	26
Leave - military - long term	13.14	25

Leave - military reserve	13.11	24
Leave - personal days - with pay	13.4	17
Leave - personal - long term - without pay	13.17	26
Leave - personal - short term - without pay	13.12	24
Leave - professional duty - out-of-county	13.8	22
Leave - vacation	8.3	9
Leave - workers' compensation	13.9	24
Leaves	13	16 - 26
Legislative days - association	22.8	40
Life and health insurance	21.1	36
Lunch period	8.6	10
Maternity/adoption leave	13.16	26
Medical examination - new employee	2.2.1	3
Medical examination - special circumstances	2.2.2	3
Membership solicitation	22.9	40
Mileage	3.1.3	4
Military leave - long term	13.14	25
Military reserve leave	13.11	24
Negotiations procedures	1	1 - 3
New employee requirements	2	3
New group observation period	4.1.2-3	6
New school transfer	10.4	14
Overtime - compensation	3.1.8	5
Overtime - provision	8.2.7	9
Parking facilities	14.1	27
Paychecks - confidential	3.1.5	4
Paychecks - deductions	3.1.7	5
Paychecks - direct deposit	3.1.6	5
Paychecks - paydates	3.1.9	5
Personal leave days - with pay	13.4	17
Personal leave - long term - without pay	13.17	26
Personal leave - short term - without pay	13.12	24
Personal property losses	21.3	37
Personnel files	16.1	28
Predisciplinary hearing	18.2.3	30
Privacy of discussion	9.2	11
Probationary period	4.1	5
Professional duty - out-of-county	13.8	22
Reduction in force - lay-off	12	15 - 16
Representation rights	20.1	31
Resignation procedures	19.4	31
Responsibilities - paraprofessionals	9	11 - 12

Restricted appointments	5.4	8
Retirement benefits	19	30 - 31
Retirement - early	19.2	31
Rights - paraprofessional	9	11 - 12
Safety of students and paraprofessionals	15.2	27
Salary credit	7	8
Salary provisions	3.1	4
Schedule notification	8.7	11
School property	9.3	11
Seniority	11	15
Sick leave	13.5	17
Sick leave bank	13.6	18 - 22
Staff meetings	9.8	12
Student illness	9.6	11
Student management	15	27
Student transportation	9.5	11
Substitute appointments	5.3	7
Summer school appointments	5.6	8
Supervision of paraprofessionals	9.4	11
Temporary appointments	5.1	7
Terminal pay	19.1	30
Transfer - administrative	10.2	13
Transfer - family	10.5	14
Transfer - general principles	10.1	12
Transfer - new school/consolidation	10.4	14
Transfer - unit loss	10.3	13
Transfers	10	12 - 14
Unit loss transfer	10.3	13
Vacation leave	8.3	9
Voluntary activities	9.1	11
Workers' compensation	13.9	22
Workers' compensation - benefits	21.4	38
Work hours	8.2	9
Work schedules	8.7	11
Work year	8.1	8
Work year - salary credit	7.2	8

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*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 1/31/90

DECEMBER 28, 1989

RECEIVED

JAN 9 1990

Employee Relations

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

PREVIOUS AGREEMENT EXPIRED
JUNE 30, 1989

Respondent:

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

Hillsborough Cnty FL Sch Bd Paraprofessional

WITH EDUCATION ASSOCIATION; NATIONAL
FLORIDA

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

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

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

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

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

1. Approximate number of employees involved 2069
2. Number and location of establishments covered by agreement 143 school locations
3. Product, service, or type of business education
4. If your agreement has been extended, indicate new expiration date 6/30/92

Robert J. Queirolo, General Director Employee Relations
Your Name and Position

813 272-4227
Area Code/Telephone Number

Post Office Box 3408
Address

Tampa, FL 33601-3408
City/State/ZIP Code