2014-15 Memorandums of Understanding (MOUs) Regarding the ESP Bargaining Unit Between Hillsborough County Public Schools (HCPS) and the Hillsborough Classroom Teachers Association (HCTA) *Complete Document for Ratification*





MEMORANDUM of UNDERSTANDING

Identification of Paraprofessional Pool Categories

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to the following pool categories for all paraprofessionals within the HCTA bargaining unit.

Group B

ATOSS Aide
Dropout Prevention Aide
Exceptional Student Education Aide*
ILAP Aide*
Kindergarten Aide*
Parent Liaison Aide
PEP/LIFT Aide*
Social Service Aide
Social Worker Aide*

Speech Records Aide
Support Services Aide*
SWP Aide*
Teacher Aide-Adult
Teen Parent Aide
Title I Aide
Tutor Companion Aide*
Visually Handicapped Aide*
Vocational Aide
Work Evaluator Aide/VOC. I.A. Aide*

Group O

Speech Aide

(Separate pool for each job title listed below – No Grouping)

Advanced Kindergarten Para Alternative Education Aide Assistant Teacher Attendant, ESE* Attendant, Bus Rider Health Assistant Health Transportation Aide, Headstart Hearing Technician IEP Assistant Kindergarten Assistant Physical Therapist Assistant Pre-K Aide SED Aide* SLH Interpreter Aide SLH Interpreter Bilingual Int BD Lvl Translator Bilingual Aide Braille Specialist Computer Lab Aide ECLC Aide ECLC Instructor EELP Attendant* Headstart Aide Headstart Instructor

*Inactive

LPN
Occupational Therapist Assistant, Certified
One-on-One Aides*
One-on-One Attendants*
Paraprofessional
Paraprofessional 1, ESE
Paraprofessional 2, ESE
Paraprofessional 3, ESE

PH Attendant*

Date

Speech Language Assistant*
SPMH Aide*
SPMH Attendant*
TMH Aide*
TMH Attendant*
Unique Needs Aide*
Unique Needs Attendant*
Visually Handicapped Aide*
Vocational Placement Advisors

Mark West
Chief Negotiator
School District of Hillsborough County

Stephanie Baxter-Jenkins Date
Chief Negotiator
Hillsborough Classroom Teachers Association





MEMORANDUM of UNDERSTANDING

Paraprofessional 1 (Job Code 50157) Increase in Work Day and Work Year, 2014-2015

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to increase the length of work year for all Paraprofessional 1s from 191 to 196 days, and their scheduled work day from 7 hours per day, not including a non-paid lunch, to 7.50 hours per day, including a paid lunch.

The above changes mirror the current workday and year of Paraprofessional 2s and 3s, and will provide the opportunity for Paraprofessional 1s to participate in cohesive in-service/training sessions in conjunction with Paraprofessional 2s and 3s.

Inclusive of the above, HCPS and HCTA agree the following language related to workday, lunch, and breaks, shall be changed:

- 9.2.3 The work day for full-time permanent ESE Paraprofessionals (Paraprofessional 1,2,3), IEP Assistants, Assistant Teachers, and Aides, shall be seven hours and thirty minutes including thirty-minutes duty-free, paid lunch. ESE Paraprofessionals, IEP Assistants, Assistant Teachers, and Aides are not entitled to scheduled breaks.
- 9.2.4 The work day for Instructors, IEP Assistants, and Assistant Teachers shall be seven hours and thirty minutes including thirty minutes, duty-free, paid lunch. Instructors, IEP Assistants, and Assistant Teachers are not entitled to breaks.
- 9.2.54 The work day for ESE Attendants employed before July 29, 1991, shall be seven and one-half hours excluding their non-paid lunch period. The work day for ESE Attendants employed after July 29, 1991, shall be seven hours excluding their non-paid lunch period. The work day for ESE Attendant Riders Bus Rider Attendants shall be a guaranteed minimum of five six hours excluding their non-paid lunch period. Required work time beyond the five six hour minimum shall also be paid.
- 9.2.-65 The work day for Hearing Technicians shall be seven and one-half hours excluding their non-paid lunch period. Hearing Technicians shall receive two 15-minute breaks.
- 9.2.—76 The work day for Physical Therapy Assistants, Health Assistants, LPNs and Occupational Therapy Assistants shall be eight hours including their paid lunch period.
- 9.2.-87 The work day for non-ESE Paraprofessionals and Vocational Placement Advisors shall be eight hours excluding their non-paid lunch period. Non-ESE Paraprofessionals and Vocational Placement Advisors shall receive two 15-minute breaks.

9.2.9	Each full-time parar free lunch period.	orofessional	shall be provided a r	ninimum of thir	ty minutes fo	r duty-
9.2. 10			dants, Hearing ve two fifteen- min	Technicians, ute paid breaks		ational r egular
Mark West Chief Negotia School Distric	tor t of Hillsborough County	Date	Stephanie Baxter-Jen Chief Negotiator Hillsborough Classroo		Date iation	





MEMORANDUM of UNDERSTANDING

Group Health Insurance Benefits for "Domestic Partner" Definition of "Domestic Partner"

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree the following criteria shall define "domestic partner" as it relates to consideration for coverage under group health insurance benefits.

Domestic partners (unrelated, same-sex individuals in an exclusive, committed relationship who reside in the same household, are financially interdependent, and continue to maintain such arrangement with Hillsborough County Public Schools (HCPS) employees) are eligible for medical, dental, and vision benefits through the HCPS Health Insurance Program, provided the required documentation (as explained in the attached document) is submitted timely and approved. The employee must be enrolled in a health plan under the HCPS Health Insurance Program and the domestic partner must be at least 19 years of age and mentally competent to sign a contract. Neither partner may be married to or be in a domestic partnership with anyone else for twelve (12) months prior to the time of enrollment or while covered under the HCPS Health Insurance Program. If either partner marries or enters a domestic partnership with another person at any time after the enrollment, the domestic partner's coverage must be terminated; the employee may not apply for domestic partner coverage for twelve (12) months following that termination.

Domestic partners enrolled are subject to the same conditions, deductibles, copays, coinsurance, etc. as any other dependent. However, dependent children of the domestic partner cannot be added to the member's coverage unless the member has legally adopted or obtained legal quardianship of the children. Under current law, domestic partners are not eligible for COBRA and may not participate in Flexible Spending Accounts (FSAs) through HCPS.

Mark West	Date	Stephanie Baxter-Jenkins	Date
Chief Negotiator		Chief Negotiator	
School District of Hillsborough County		Hillsborough Classroom Teache	ers Association





MEMORANDUM of UNDERSTANDING

Tobacco Free Environment – Task Force

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to convene a task force to discuss the implementation of the school board policy of a districtwide tobacco free environment.

HCPS - Board policy 1215, 3215, 4215, 5512, 7437

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipes, smokeless tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco. The use of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other smoking devices shall constitute the use of tobacco.

The use of tobacco within any indoor facility owned, leased, contracted for, or used by the School Board is prohibited.

The use of tobacco in an outdoor area, including a practice field, playground, athletic field, stadium, venue, and all open areas owned, leased, contracted for, or used by the Board is prohibited.

The use of tobacco in any vehicle owned or operated by the Board, including, but not limited to, school buses, vans, trucks, station wagons, and cars, is prohibited.

Date





MEMORANDUM of UNDERSTANDING Renaissance Schools and Related Payments

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to the following teacher contract language changes regarding Renaissance Schools and related salary differentials:

21.4.7 Highly qualified teachers, as defined by state and federal statute, who teach in Renaissance Schools, shall be eligible for a salary differential. Eligibility shall be determined by an effective or higher evaluation rating and certification for assignment. The flat amount of the differential pay will be determined annually based on available funds. The differential for the 2014-15 school year shall be as follows:

Instructional Employees with 0-1 year of Experience: \$1,000
Instructional Employees with 2-10 years of Experience: \$2,300
Instruction Employees with 11 or more years of Experience: \$3,600
Eligible Paraprofessional Employees: \$750

To be considered for Renaissance status, a school must, at a minimum, have 90% (Elementary), 85% (Middle), 75% (High) of its students eligible for free/reduced lunch. As a result of financial constraints, the Renaissance program will be capped at 50 schools. The General Director of Federal Programs, in conjunction with the Superintendent and the Union, will make determinations each year, prior to Spring transfer period, as to which schools will be in the Renaissance program. If finances permit, The General Director of Federal Programs, in conjunction with the Superintendent and the Union, may suggest additional schools be in the program on a year to year basis.

as defined by percent of students on free and reduced lunch (Elementary - 90% or above; Middle -85% or above; High - 75% or above) shall be paid a salary differential of 5% of their base salary with one or more years of verified teaching experience; or 2% of their base salary with no prior teaching experience. Tier 2 salary differential pay will be paid to all eligible instructional personnel at schools that meet prior year school performance goals. Tier 2 pay will be a flat amount to be multiplied by the percentage of their assignment at an eligible school during the prior year. The amount of the Tier 2 pay will be determined annually based on available funding.

21.4.8 NBCTs who teach in Renaissance Schools shall receive an additional salary differential of \$4500 subject to negotiations between the School District of Hillsborough County and the Hillsborough Classroom Teachers Association.

A peer or a mentor who returns to a Renaissance school immediately following their service as a peer or mentor will be eligible for an additional one-time differential payment of \$2,500.

Date

Mark West Chief Negotiator School District of Hillsborough County Stephanie Baxter-Jenkins Date Chief Negotiator Hillsborough Classroom Teachers Association





MEMORANDUM of UNDERSTANDING

Task Forces/Study Committees

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to create the following committees to assess various issues as specified below:

- 1. Committee to examine credit for work experience in social work and career/adult ed./technical positions. The committee will ascertain what rules have been applied over time and make recommendations to fairly compensate the relative groups for appropriate work experience. The committee will make recommendations for the future and will also suggest provisions to rectify past situations as necessary. If, in the context of researching the named groups, it comes to light that other job categories should be addressed, the committee may add such categories.
- 2. **ESP Job Classification Committee.** The committee will meet to focus on specific jobs, which may need pay grade reclassification as a result of changes in duties, skills or abilities to perform the job or which may need pay grade reclassification so that the district can effectively hire and retain employees. The committee will also explore models to set up a long term job classification/reclassification system.

Mark West	Date	Stephanie Baxter-Jenkins	Date	
Chief Negotiator		Chief Negotiator		
School District of Hillsborou	gh County	Hillsborough Classroom Teachers Association		





MEMORANDUM of UNDERSTANDING Bus Rider Attendants

Hillsborough County Public School and Hillsborough Classroom Teachers Association agree to the following items:

- 1. Pursuant to Section 6.1.11 of the ESP Contract, standard uniforms shall be issued to all Bus Attendants required by the Board to wear uniforms. The annual allotment of uniforms shall consist of ten (10) pieces of the employee's choice per year. Uniforms will be purchased for an employee upon the completion of the six (6) month probationary period.
- 2. With regard to disciplinary action, when a recording is removed or downloaded from a school bus and/or SDHC vehicle for the purpose of, or as part of, an administrative or disciplinary investigation of an employee's conduct or performance, the employee must be given the opportunity to review the recording prior to use by the district personnel who are conducting the investigation. At the meeting where the data is reviewed, if requested by the employee, his/her Union representative may be present. This section will not limit the District's use of the recording for any purpose, including but not limited to the review of student conduct, monitoring of employee conduct and investigations conducted by any entity other than the District. Nothing in this section will impede or affect the ability or obligation of the District to comply with any law or regulation requiring production of public or student records.

Mark West Date
Chief Negotiator
School District of Hillsborough County

Stephanie Baxter-Jenkins Date Chief Negotiator Hillsborough Classroom Teachers Association