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

EDUCATIONAL SUPPORT PROFESSIONAL

(ESP)

CONTRACT

2025-2028

Revised July 1, 2026

SCHOOL BOARD OF HILLSBOROUGH COUNTY

901 East Kennedy Boulevard

Tampa, FL 33602 (813) 272-4000

Van Ayres, Superintendent

SCHOOL BOARD MEMBERS

Jessica Vaughn, Chair
Karen Perez, Vice Chair
Nadia Combs
Lynn Gray
Stacy A. Hahn, Ph.D.
Patricia “Patti” Rendon
Henry “Shake” Washington

SCHOOL BOARD BARGAINING TEAM

Danielle Shotwell, Chief Negotiator
Marie Whelan, Ed. D
Charmion Patton, Ed. D.
James Lewis
Tanya Arja
Kelly A. King
Tracy Schatzberg
Rebecca Reinecke
Cassie Smallen
Jake Russell
Tamethea Simmons
Henrissa Berry

HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION, INC.
3102 N. Habana Avenue Tampa, FL 33607 (813) 238-7902
School Mail Route: 1

HCTA BARGAINING TEAM

Brittni Wegmann, Executive Director, and Chief Negotiator

Robert Kriete	President
Regina Gambrell	Vice President
Valerie Chuchman	Secretary-Treasurer
Olivia Ago-Stallworth	Mann Middle
Girlene Brown	Foster Elem
Derrick Bullard	Cypress Creek Elem
Twanda Evans	Orange Grove Middle
Mili Criswell	Benito Middle
Sabrina Wright	Marshall Middle
Genesis Zschocher	Head Start
Cathryn Jones	Burns Middle

2024-2025 HCTA EXECUTIVE BOARD

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

FEA GOVERNANCE BOARD

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

HCTA STAFF

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

TABLE OF CONTENTS

Section		Page
1	Recognition……..	5
2	New Employee Requirements……..	8
3	Drug and Alcohol-Free Workplace and Substance Abuse……	11
4	Reclassification……	13
5	Testing and Qualifying…….	14
6	Salary…….	15
7	Appointments/Substitutes……	18
8	Experience Credit…….	20
9	Work Year and Hours……..	20
10	Vacation and Holidays…….	22
11	Evaluation Procedure…….	23
12	Probationary Period, Promotional Observation Period, Performance Support Plan (PSP)	24
13	Disciplinary Procedures……..	26
14	Seniority…….	30
15	Transfers…….	30
16	Reduction in Force and Reemployment……	33
17	Leaves……	34
18	Rights/Responsibilities…….	45
19	Facilities…….	48
20	Student Management and Protection of ESP Employees…….	48
21	Personnel Files…….	50
22	Grievance Procedure……	50
23	Association Rights……	56
24	Insurance/Injury and Fringe Benefits…….	58
25	Retirement Benefits and Registration Procedures……..	60
26	Savings Clause……..	61
27	Agreement/Expiration Date…….	61
Appendix A	Grievance Form…….	63
Appendix B	MOU's…….	65
Appendix C	Salary Schedules and Supplements…….	81
Appendix D	ESP Evaluation Tool…….	83
Appendix E	Forms……..	85
Index	……..	87

1 Recognition

1.1 Parties to the Agreement

1.1.1 This agreement is made pursuant to Chapter 447. Florida statutes between the School Board of Hillsborough County and the Hillsborough Classroom Teachers Association.

1.1.2 The School Board/Association Educational Support Professional 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. Faculty handbooks, or county-wide publications which purport to be guides for paraprofessionals and clericals shall adhere to contract provisions.

1.2 Recognition

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

1.2.2 **Clerical Bargaining Unit:**

Employees included in the unit certified by the Public Employees Relation Commission in its Certificate No.622:

Accounting Clerk 1
Accounting Clerk 2
Accounting Clerk 3
Accounts payable Specialist 1
Accounts payable Specialist 2
Admin Services Specialist
Admin Services Specialist Sr.
Braille Specialist
Budget Specialist 1
Budget Specialist 2
Call Center Support Representative 1
Call Center Support Representative 2
Call Center Support Representative Sr
Central Placement Specialist 3
Central Placement Specialist 2
Clerk 1
Clerk 2
Leave Specialist 1
Leave Specialist 2
Maintenance Unit Clerk
Maintenance Unit Clerk Sr.
Micrographics Clerk
Micrographics Technician 1
Micrographics Technician 2
Micrographics Technician Sr.
Office Network Computer Specialist
Payroll Assistant
Payroll Specialist
Personnel Clerk
Personal Monitor
Personal Records Clerk
Procurement Assistant
Purchasing Technician
Registrar

Clerk 3
Clerk 4
Client Services Specialist 1
Client Services Specialist 2
Computer Operator
Computer Operator Sr.
Computer Support Technician
Control Clerk
Customer Service Representative
Data Preparation Operator 2
Data Processor
Department Representative
Secretary Executive
Graphics Designer
Safety Clerk
School Bookkeeper 1
School Bookkeeper 2
Secretary 1
Secretary 2
Secretary 3
Senior Receptionist
SNS Comm Marketing Rep
SNS System Tech
Switchboard Operator
Trainee Clerical

Excluded:

All other employees of the employer including managerial employees defined by the Act and confidential employees specifically defined as: Executive Secretary and Secretary III in the office of the Superintendent, Executive Secretary to the Chief Negotiator, Administrative Secretary, Executive Secretaries to the General Managers presently serving on the employer's collective bargaining, negotiating and consuming teams, Secretary III's to Supervisors presently serving on the employer's collective bargaining consulting team, Secretary IV's (Elementary School Personal Secretaries, Middle School Personal Secretaries, and Senior High School Personal Secretaries).

1.2.3 **Paraprofessional Bargaining Unit**

Employees included in the unit certified by the Public Employees Relation Commission in its Certificate No. 426. Paraprofessionals shall be identified as instructional or support. Requirements of No Child Left Behind shall be the determining factor for distinguishing between the two types of paraprofessionals. For the purpose of unit loss, layoffs, and seniority. Group B shall be treated as one department.

Group B

Includes all paraprofessionals job titles on Paygrade 15 except those listed in Group O. This includes:

Aide, ATOSS
Aide, ESE Unique Needs
Aide, Teacher
Aide, Title 1

Aide, Parent Liaison

Aide, Speech Records

Aide, Vocational

Others

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

Advanced Kindergarten Paraprofessional
Alternative Ed Aide
Assistant Teacher -AA Level
Assistant Teacher -AA Level Lab Manager Impact
Assistant Teacher -BD Level
Assistant Teacher -BD Level CLS Support
Assistant Teacher -BD Level CLS Support SA
Assistant Teacher -BD Level Lab Manager Impact
Bilingual Aide Arabic
Bilingual Aide Bosnian
Bilingual Aide Haitian Creole French
Bilingual Aide Korean
Bilingual Aide Portuguese
Bilingual Aide Spanish
Bilingual Aide Vietnamese
Bilingual Interpreter BD Level Translator
Bilingual Paraprofessional
Certified Occupational Therapist Assistant
Clinic Registered Nurse
Computer lab Aide
DHH Interpreter
Deaf/Hard of Hearing Paraprofessional
ECLC Aide
ECLC Instructor
Educational Interpreter Level 1
Educational Interpreter Level 2
Educational Interpreter Level 3
ESE Paraprofessional 1
ESE Paraprofessional 2
ESE Paraprofessional 3
ESE Paraprofessional 4
Headstart Aide
Headstart Aide, Assistant Teacher
Headstart Aide, VPK
Headstart Instructor
Health Assistant
Health Transportation Aide
Hearing Technician
HOST Instructor
Kindergarten Assistant-AA Level
Kindergarten Assistant-BD Level
Kindergarten Assistant
Licensed Practical Nurse
Migrant Recruiter
Paraprofessional
Paraprofessional Trainee
Physical Therapy Assistant Licensed
Pre-K Aide
Registered Nurse
Sign Language Interpreter
SLH Edu Interpreter Aide
SLH Interpreter
Speech Language Assistant
Vocational Placement Advisor

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

1.2.5 Educational Support Professionals assigned to private schools shall be governed by the Educational Support Professionals contract.

1.3 **Supremacy**

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

any conflicting provision of this contract in accordance with Article 26 of this agreement.

1.4 Exclusivity

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

1.5 Definitions

1.5.1 ESP (Educational Support Professional): Contractual reference to all members of the Clerical and Paraprofessional bargaining units.

1.5.2 Reclassification: Reclassification is the changing of a position's classification (title) to a different classification because the duties required of the position do not concur with the current classification. The new classification of the position may be of a higher paygrade, a lower paygrade, or of the same paygrade of the previous classification.

1.5.3 Regrading: Regrading is the changing of a paygrade of a classification so that salary concurs with the duties of the classification. The new paygrade may be higher or lower than the previous paygrade. When a regrading of a classification occurs, all positions of that classification are changed to the new paygrade.

1.5.4 Nurse: The term "nurse" as used in this agreement shall encompass Clinic Registered Nurses, Licensed Practical Nurses (LPN) and Registered Nurses (RN) unless specifically stated otherwise.

1.6 Subcontracting

1.6.1 The District may use contracted employees to ensure regular operations but shall not use employees contracted through third-party agencies (including but not limited to "agency nurses" or other contracted employees) to displace, reduce, or eliminate bargaining unit employees or positions.

2 New Employee Requirements

2.1 Employment Processing

2.1.1 Proper notification of appointment shall supersede or accompany an appointee's visit to the Division of Human Resources for employment processing. Such processing must be completed prior to the appointee's reporting for duty.

2.1.2 The Association shall have the right to participate and solicit members at any hiring fairs and/or new employee processing.

2.2 Medical Examinations

2.2.1 New ESP employees 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 Division of Human Resources may require that they be examined by a specific physician, determined by the Board, at Board expense, prior to the processing.

2.2.2 Except as specified in this contract, no other medical examinations shall be required of ESP employees. In special circumstances, medical examinations, at Board expense, may be recommended to an ESP Chief Human Resources Officer determines that such a recommendation should be made, after conferring with the Association.

2.2.3 All ESP employees in the Head Start Program shall be required to furnish a signed doctor's statement that indicates that their health status does not pose a significant risk to the health or safety of others in the Head Start Program that cannot be eliminated or reduced by reasonable accommodations.

For current ESP employees in the Head Start Program as of October 1, 1997, this health statement must be provided initially by January 1,1998, and then every two years thereafter.

For ESP employees transferring new to the Head Start Program after October 1, 1997, the health statement must be provided initially within three months of entering the program and by January 1 every two years thereafter.

ESP employees new to the district entering the Head Start Program shall be required to complete new employee physicals. The required Head Start health statement shall be completed by January 1every two years thereafter.

Physicians may use information gathered in examinations given anytime during the two years before the January 1 deadline of each cycle.

ESP employees in the Head Start Program shall be granted one hour of duty time to assist in getting health statement completed.

2.3 Criminal Record Check

2.3.1 Consistent with Florida Statutes, new employees are required to undergo relevant criminal background screening. If the appointee has convictions that are job related or has falsified employment documents, they will be subject to removal.

2.3.2 New employees are required to be fingerprinted as part of employment processing. The cost of fingerprints and related processing shall be borne by the employee.

2.3.3 The criteria for evaluating new employees with criminal convictions are as follows:

a. Convictions which indicate the use of or distribution of illegal controlled substances.

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.

2.3.4 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.

3 Drug and Alcohol-Free Workplace and Substance Abuse

3.1 Policy

3.1.1 Employees shall not manufacture, possess, distribute, purchase, solicit or dispense any illegal controlled substances, marijuana or alcohol at any time while on District property or while involved in any District-related activity or event. Employees shall not partake in the use of marijuana or alcohol while on District property or while involved in any District related activity or event. Employees shall not partake in the use of marijuana, alcohol, or controlled substances during or outside their work hours in such a manner as to impair their performance or be observed or detected during work hours.

3.2 Testing

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

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

3.2.3 Where a reasonable suspicion of the use of, or impairment by, illegal substances and/or alcohol exists, the following procedures shall be followed:

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

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

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

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

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

3.2.7 No employee shall be considered to have a positive test for taking medication as prescribed by their physician.

3.2.8 Audio/video recordings in a district investigator's vehicle shall be used solely for the purpose of documenting the investigatory process for the safety of the employee and the district investigator in relation to reasonable suspicion drug/alcohol testing under this section (3.2) and not for routine surveillance, employee evaluation, employee interview or disciplinary fishing expeditions.

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

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

3.3 **Rehabilitation/Disciplinary Action**

3.3.1 A test which results in a finding of the presence of drugs above the recognized standard cutoff level (confirmed positive) during work hours shall be grounds for discipline up to and including dismissal. However, an employee who agrees to submit to a recovery program, Employee Assistance Program or other rehabilitation program normally shall be given one opportunity for rehabilitation to avoid dismissal action. The employees must show certification of satisfactory completion of the rehabilitation program. When necessitated by the structure of the program, the employee may use accumulated sick leave, vacation leave, or leave without pay for the duration of the treatment.

3.3.2 Discipline or discharge for substance abuse shall be for just cause and shall be subject to Sections 13.2, 13.3, and 22. In addition to these requirements, just cause for discipline must be consistent with the conditions of 3.2.1.

3.3.3 Self-disclosure of substance abuse shall be treated as an illness of a non-occupational nature. In such a situation, the employee shall provide written proof of rehabilitative treatment, successfully pass a substance abuse test before returning to work and subject himself/herself to random follow-up

testing. The employee will bear the cost of random testing up to a maximum of three times per year. If additional tests are necessary, the cost will be borne by the employer. This period of testing will not exceed twenty- four months but may be for less time. Self- disclosure is defined as disclosure prior to any official notification to report for testing or prior to any investigation.

4 Reclassification

4.1 Reclassification Procedures

4.1.1 Reclassification for groups of ESP employees shall be initiated through the collective bargaining process.

4.1.2 A reclassification of an individual ESP position may be requested by an administrator when the duties of the position do not concur with the current classification and when the position does not fall under an established staffing pattern or unit allocation formula. These procedures are only required of individual position reclassifications.

Normally, requests for reclassification of individual positions shall only be submitted during the same year as the related classification review cycle is occurring. If a crisis situation is determined to exist, requests may be submitted during off-cycle years.

4.1.3 Only an administrator may initiate a request for reclassification. An ESP may request, by the Reclassification Request Form (Appendix E), that his/her administrator initiate reclassification. If the administrator does not agree that a reclassification is necessary, then the administrator shall give the employee a response on the request form as to why he/she feels the reclassification is not necessary at the current time.

4.1.4 All ESP reclassification requests by administrators will be submitted along with supportive documentation to the Division of Human Resources through the General Manager of Employee Relations. The Division of Human Resources shall notify the appropriate Deputy Superintendent when a request has been received and that evaluation is to occur.

4.1.5 An ESP employee may inquire of the Division of Human Resources concerning information on the status of a reclassification of his/her position.

4.1.6 The Division of Human Resources and the Association shall jointly review and make any necessary changes in all forms related to the reclassification process.

4.2 Association Review

4.2.1 The Association will review all reclassification requests and The Division of Human Resources' reclassification studies and recommendations and submit a written report on this review to the Chief Human Resources Officer.

4.2.2 Normally, once a year, after the Division of Human Resources' evaluation and after

the Association review, the Chief Human Resources Officer will submit a list of recommended individual reclassifications along with the Association's report to the Superintendent's staff for tentative budget approval or denial. The Association will also receive a copy of the list and the staff's recommendations. The Association shall be notified specifically of all ESP reclassification requests being brought to the School Board for approval.

4.3 **Approved Reclassification**

4.3.1 When an individual ESP reclassification has been approved by the Board, the effective date of reclassification will be determined by the Board.

4.3.2 When an ESP employee's position is reclassified, the incumbent will meet all classification requirements within 12 months. Any new employee assigned to the position must meet all classification requirements.

5 Testing and Qualifying

5.1 **Procedures for Classification Qualifying, Testing and Certifying of Active Employees**

5.1.1 All ESP employees who, as of October 1, 1985, have qualified on a current classification list through Civil Service, shall continue to be qualified/certified for that classification unless new requirements are developed and as long as these records are maintained.

5.1.2 Once an ESP has tested and/or certified for a classification, or in the case of the Para Pro Assessment has the documented equivalent documentation from another public school district that meets the established requirements of Hillsborough County Public Schools, they shall continue indefinitely to be certified for that classification. Testing expenses may be borne by the employee.

5.1.3 Recruiting for ESP classifications shall be open at all times to current employees. Notification of qualifying shall be timely.

5.1.4 If new requirements are established by the Division of Human Resources for a classification, an incumbent will automatically qualify. Any ESP new to the classification after approval of new requirements shall have to qualify according to the newly developed standards.

5.1.5 All ESP employees on a classification list (not incumbents) for which the classification's requirements have changed shall be notified that a change has occurred, when the change is effective, and that they must re-qualify to stay on the list.

5.1.6 Current employees are responsible for updating their employee profile/competencies through the district Application Services office.

5.1.7 Departments or individual work sites may administer work-related

assessments to qualified candidates who apply for their vacancies to assist in the selection of the most suitable candidate.

District departments shall notify Human Resources if their work-related assessments are to be successfully met prior to establishing eligibility for designated classifications.

5.1.8 The Division of Human Resources shall publicize all information regarding new procedures for ESP employees in regard to qualifying, certifying, testing, scores, etc., as set up in the Division of Human Resources.

5.1.9 Current copies of job descriptions shall be available to the Association for all unit classifications. The Division of Human Resources and the Association shall jointly conduct job classification reviews as needed.

5.1.10 ESP employees shall request ahead of time and shall be granted school business time during their normal workday for activities related to testing, qualifying, and interviewing for district positions, so long as requests are not excessive. The ESP shall make every effort to minimize the impact on their scheduled workday.

6 Salary

6.1 **Provisions**

6.1.1 Salary shall be based upon the negotiated schedules adopted by the Board.

6.1.2 A salary rate for the extended year programs shall be equal to the hourly salary received during the regular school year immediately prior to the beginning of the extended year program.

6.1.3 Probationary (new, permanent, non-temporary) employees shall normally be paid according to the first level of the salary schedule. The employee shall move to the next level and progress on the salary schedule as provided through the collective bargaining process. Normal level movement for an ESP shall only occur if the employee has been on paid status as permanent (non-temporary) employee for half the total plus one day of the annual paid workdays and paid holidays of the previous school year.

6.1.4 In areas where additional employees are needed during the non-student year, consideration for hiring shall be given to permanent employees who work less than 12 months.

6.1.5 Itinerant ESP employees shall be paid mileage at the maximum rate approved by School Board Policy. Any ESP authorized by the School Board to travel during the workday in order to satisfy their job duties shall be paid mileage at the maximum rate approved by School Board policy.

6.1.6 All ESP employees promoted to a new classification or whose position has been reclassified shall be placed on their current step of the new paygrade. All ESP employees voluntary demoted to a new classification shall be placed on the same level of the new paygrade.

All ESP employees whose classification has been regraded shall be placed on the same level of the new paygrade.

All ESP employees who transfer without promotion or demotion shall remain at the same level as previously assigned.

All ESP employees voluntarily demoted to a previous classification held within the past two years shall be placed at a level on the previous paygrade equivalent to the employee's previous placement, plus any subsequent level increase.

6.1.7 The following Payroll information shall be shown cumulatively on the employee's electronic payment advice:

a. Gross Salary

b. Taxable Gross Salary

c. Withholding Taxes

d. F.I.C.A

6.1.8 All scheduled level increases in salary and salary schedule changes for ESP employees shall be effective as provided through the collective bargaining process. All salary changes for reclassifications, promotions, and demotions are enacted on the actual effective date as approved.

6.1.9 Proposals for classification regrades at the end of each classification review cycle shall be proper subjects for collective bargaining and shall be included with the bargaining proposals for salary negotiations. At other times of the year, emergency regrade proposals may be considered by mutual consent of the School Board and the Association.

6.2 Overtime Compensation

6.2.1 Clerical

In cases where clericals 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. Compensatory time, in lieu of paid time, at a rate of one and one-half hours for each hour of overtime worked may be granted if requested by the employee.

An off-duty clerical employee who is called in and works in an emergency shall be compensated by a minimum of three hours overtime pay for each such instance.

Administrators shall grant compensatory time for duties assigned beyond the normal work day, and the compensatory time need not be used immediately. Clerical shall notify the site office in advance of utilization of said compensatory time. Utilization of earned compensatory time shall not unduly disrupt the operations of the Board. When the request for utilization interferes or conflicts with a planned activity, the administrator shall have the right of approval.

After completion of the work, the number of hours earned shall be recorded on an approved form to be maintained at each worksite. With the exception of

compensatory time earned after June 1 of each year, accumulated unused compensatory time must be utilized prior to the end of the fiscal year, June 30. Time not utilized shall be paid to the employee at the end of the fiscal year in which it was earned in accordance with Fair Labor Standards Act (FLSA). Hours worked shall be calculated to the nearest 1/10 (6minutes) of an hour for determining hours worked for pay or compensatory time purposes. Contractually approved compensatory time shall transfer with the individual to any position covered under the ESP contract at any work site.

Documented and approved compensatory time accumulated prior to July 1, 2024, shall not be eligible for pay out, however employees shall retain this time and may utilize it in lieu of sick/personal leave.

6.2.2 **Paraprofessional Unit Employees**

In cases where paraprofessional unit employees (except for DHH Interpreters and part-time O.T./P.T. Assistants) are required to work beyond their normal hours of paid time as stated in Section 9.3.4, the affected employee shall receive compensatory time.

When the 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.

Administrators shall grant compensatory time for duties assigned beyond the normal workday, and the compensatory time need not be used immediately. Paraprofessionals shall notify the site office in advance of utilization of said compensatory time. However, such compensatory time shall not encroach upon instructional time. When the request for utilization interferes or conflicts with a planned activity, the administrator shall have the right of approval.

After completion of the work, the number of hours earned shall be recorded on an approved form to be maintained at each worksite. With the exception of compensatory time earned after June 1 of each year, accumulated unused compensatory time must be utilized prior to the end of the fiscal year, June 30. Time not utilized shall be paid to the employee at the end of the fiscal year in which it was earned in accordance with Fair Labor Standards Act (FLSA). Hours worked shall be calculated to the nearest 1/10 (6minutes) of an hour for determining hours worked for pay or compensatory time purposes. Contractually approved compensatory time shall transfer with the individual to any position covered under the ESP contract at any work site.

Documented and approved compensatory time accumulated prior to July 1, 2024, shall not be eligible for pay out, however employees shall retain this time and may utilize it in lieu of sick/personal leave.

In cases where DHH Interpreters and part time O.T./ P.T. Assistants are required to work beyond their normal weekly hours paid time, the affected employee shall receive overtime pay. When the total normal hours and overtime hours in a week

equal forty hours or less, the overtime pay shall be equal to the regular rate of pay per hour. For any overtime hours worked beyond a total of forty hours per week, the overtime pay shall be equal to one and one-half times the employee's regular rate.

7 Appointments/ Substitutes

7.1 Temporary Appointments

7.1.1 Temporary appointments shall normally be made to fill positions vacated as a result of an extended leave and shall not exceed the length of the leave. When unusual circumstances inhibit the filling of an extended leave vacancy, the circumstances will be reported to Division of Human Resources. Temporary appointments may also be made to cover peak workload periods or other extenuating circumstances. Temporary appointments to fulfill these short-term needs shall normally not exceed four months.

When filing vacancies created as a result of an extended leave, the principal/supervisor shall make every attempt to fill the vacancy with a qualified employee. An onsite permanent ESP may be selected to fill the temporary position.

A permanent employee serving this temporary assignment (acting) will be paid at their current step on the paygrade at the higher classification. Determination of “acting” salary will be calculated using the current promotional formula.

When the temporary assignment is complete, the ESP will return to their regular rate of pay and their former position.

With the recommendation of the site supervisor and prior approval of the Chief Human Resources Officer, a permanent employee may be appointed to a higher classification in a permanent vacancy. The ESP will be allowed to qualify for that position. The ESP must qualify within 12 months of their appointment or be returned to their previous position.

7.1.2 Principals /Supervisors are to consider ESP employees who are on a temporary assignment prior to recommending new applicants.

7.1.3 ESP employees appointed on a temporary basis into a permanent position for an employee on leave shall receive fringe benefits. In these cases, employees will be enrolled for retirement and complete Social Security participation.

7.1.4 All paraprofessional positions filled during the second semester shall be considered temporary appointments with the exception of those areas designated as critical shortage areas by the Division of Human Resources.

7.2 Half-Time ESP Employees

7.2.1 Whenever a full-time opening occurs in a job category in which half-time ESP employees are employed, the administrator involved shall consider replacing the ESP from among the half-time ESP employees already employed within the school or department before hiring/transferring outside applicants.

7.3 **Substitute ESP Employees**

When a school-based clerical has been absent two consecutive days, a substitute may be provided for the third day of absence and all days thereafter until regular employee returns to work. Schools with two or fewer clerical professionals are permitted to employ a substitute immediately when an absence occurs. Offices having clerical staff of one full-time and one half-time employee may allow the half-time employee to work full-time.

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

7.3.2 Paraprofessionals shall not be responsible for securing substitutes.

7.4 **Restricted Appointments**

7.4.1 A new employee hired in a restricted appointment may fill a position during an absence of the regular incumbent for a six-month health leave of absence. An ESP holding a restricted appointment except the right of continued employment in the event the absent incumbent returns to the position. Any ESP given a restricted appointment will be informed of restrictions in writing.

7.5 **Concurrent Appointments**

7.5.1 An ESP employee may hold more than one permanent ESP position at the same time if the total regular working hours of the positions do not exceed forty hours per week. A permanent ESP may be hired in a temporary ESP position as long as the total regular working hours of the permanent position and the temporary position do not exceed forty hours per week. If the ESP is required to work beyond forty hours per week, the employee will be paid overtime pay.

7.6 **Extended Year Program Appointments**

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

7.6.2 Clerical extended year program positions shall be filled only by clericals within the same work site. When there are no clerical applicants within the work site, the position shall be filled by paraprofessionals from within the work site or by clericals from other work sites.

7.6.3 Seniority shall be a major factor in filling ESY assignments. ESY positions shall be filled first by employees who apply from the hiring site. Remaining vacancies shall be filled from among applicants' district wide and are assigned to the hiring site for the ESY period.

7.7 **Paraprofessional Employees Acting as Substitutes Teachers**

7.7.1 Paraprofessionals that serve as classroom aides may serve as substitutes for their assigned teacher. The paraprofessional will be compensated with supplemental pay of $10.00 more per hour for the hours they perform as a substitute if their assigned teacher is absent without a substitute. Paraprofessionals should only serve as a

substitute for other teachers they are not normally assigned to in an emergency and will be compensated with supplemental pay of $10.00 more per hour for the hours they serve as a substitute.

8 Experience Credit

8.1 Clerical

8.1.1 Effective July 1, 2025, Clerical employees shall be given salary credit for all work related experience as a clerical employee up to maximum of 7 years.

8.1.2 Employees returning to the Hillsborough County School System shall be placed on their last previous level on the salary schedule if the employee returns to their previous or lower classification. When an employee returns to a higher classification they shall be placed on a level that would provide them with at least the amount that their previous pay grade and level is currently paying. Effective July 1, 2025, ESP retirees rehired after the required time has elapsed for the purpose of the Florida Retirement System, shall be placed on the position's appropriate pay grade on a level equal to the level number at the employee's time of retirement.

8.2 Paraprofessional

8.2.1 Paraprofessionals shall be given salary credit for all Hillsborough County Public School teaching and paraprofessional experience as defined in this agreement. Effective July 1, 2025, Paraprofessional employees shall be given salary credit for all outside work related experience as a Paraprofessional up to a maximum of 7 years.

8.2.2 A year's credit as defined in 6.1.3 for salary purposes shall be allowed a paraprofessional. A year's credit shall be allowed for each year of approved military leave granted by the Board.

8.3 Nurses

8.3.1 Effective July 1, 2025, Nurses shall be given salary credit for all work related experience as a nurse up to a maximum of 7 years.

9 Work Year and Hours

9.1 Work Year

9.1.1 The number of work days per year for individual classifications of ESP shall be published in the School Board approved payroll schedules and work calendars.

9.1.2 Less than twelve-month ESP shall be paid for six holidays to include Labor Day.

9.1.3 Twelve-month ESP shall be paid for thirteen holidays to include Labor Day.

9.2 Regular Duty Hours

9.2.1 During the regular school year, the workday for full time clericals shall be eight hours

including two fifteen-minute paid breaks. School based clericals shall be provided a non-paid thirty-minute duty-free lunch beyond the eight-hour day. Non-school based clericals shall be provided an option of a non-paid forty-five-minute duty-free lunch or a non-paid thirty-minute lunch beyond the eight-hour day.

9.2.2 Except in emergencies, employees shall be given at least two weeks' notice of any changes to be made in their regular work schedules.

9.2.3 The workday for permanent ESE Paraprofessionals (Paraprofessional 1,2,3,4), Assistant Teachers, and Aides, shall be seven hours and thirty minutes including a thirty minute duty-free, paid lunch. ESE Paraprofessionals, Assistant Teachers, and Aides are not entitled to scheduled breaks. Reasonable effort will be given by administration to provide a restroom break when necessary while still maintaining appropriate student supervision.

9.2.4 The workday for Hearing Technicians shall be seven and one-half hours excluding their non-paid lunch period. Hearing Technicians receive two 15-minute breaks.

9.2.5 The workday for Physical Therapy Assistants, Health Assistants, Nurses, and Occupational Therapy Assistants shall be eight hours including their paid lunch period. Reasonable efforts will be made by administration to provide a restroom break when necessary while still maintaining appropriate student supervision.

9.2.6 The workday 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.

9.2.7 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 practical.

9.2.8 Changes in assignment within groups of paraprofessionals may be made at the discretion of the principal at the beginning of each school year. Changes in assignment within groups during the year shall only be made due to extenuating circumstances.

9.2.9 Changes in assignment from one paraprofessional group to another shall only be made if both the principal and the paraprofessional agree to the change.

9.2.10 ESP 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 ESP employees will be given consideration in terms of school, schedule, program, or grade level assignment.

9.2.11 The length of the day for ESP employees is the same on non-student days as it is on regular student days. However, ESP employees shall be allowed to use compensatory time, personal time, vacation time, and/or non-paid personal time on these days in order to match the workday of teachers.

9.2.12 Schools shall not schedule conference nights or open house on the second Thursday of any month except in a case of emergency. The exception must be approved by the Chief of Schools with notification and explanation provided to HCTA.

9.2.13 Sigh in/out procedures for ESP shall be uniform across the district.

9.3 **Overtime Duty Hours**

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

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

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

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

10 Vacation and Holidays

10.1 **Vacation Leave** *(This section does not apply to less than twelve-month ESP employees.)*

10.1.1 Vacation leave shall be earned on paid time only.

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

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

a. ESP employees with less than five years of service - ten days per year

b. ESP employees with five or more years of service but less than ten years of service – twelve days per year.

c. ESP employees with ten or more years of service but less than fifteen years of service – fifteen days per year

d. ESP employees with fifteen or more years of service – twenty days per year.

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

10.2 **Holidays**

10.2.1 Holidays for ESP employees shall be observed as established by the School Board approved calendars for instructional support employees. The number of paid holidays for ESP employees shall be proper subjects for collective bargaining.

10.2.2 Payment is authorized for holiday pay if the employee is on paid status (e.g. working, on paid sick leave, or on paid vacation) on the regularly scheduled workday immediately preceding the holiday or immediately following the holiday.

11 Evaluation Procedure

11.1 **Philosophy**

11.1.1 It is the philosophy of this Agreement that evaluation is a developmental process done together with the employee. All evaluations shall be directed to identifying strengths as well as weaknesses. Evaluations shall be the responsibility of the Administration except as specified for teachers in 11.1.2 below. Nothing in this provision shall deny the Administrator from receiving input from appropriate non-managerial personnel not included in the same bargaining unit as the employee.

11.1.2 In cases where a teacher is directly responsible for the supervision of a paraprofessional, then that teacher (rater) shall make the evaluation for recommendation to the principal (reviewer). In all other cases for school-based ESP employees, the rater shall be the current immediate administrative supervisor (assistant principal or principal) and the reviewer shall be the principal. Principals may serve as both rater and reviewer when they serve also as the immediate administrative supervisor of the ESP employee.

For non-school-based ESP employees, the rater shall be the current immediate administrative supervisor and the reviewer shall be that administrator's directing supervisor. An Assistant Superintendent, the Chief Human Resources Officer, or the Superintendent may serve as both rater and reviewer when they serve also as the immediate supervisor of the ESP employee.

11.2 **Frequency**

11.2.1 Each ESP shall be assessed on their overall performance once a year in April. Evaluations shall also occur for ESP employees in the Career Observation process (see Section 12.3). ESP employees shall complete a self-evaluation annually. The self-evaluation shall occur no later than the first week in April of each year.

11.2.2 Copies of this April evaluation shall be given to the ESP, and the evaluator(s). The original shall be sent to the Division of Human Resources by May 1 of each year.

11.3 **Forms and Procedure**

11.3.1 ESP shall be evaluated according to the current, approved evaluation instrument (Appendix D) for clericals and paraprofessionals. This shall be the exclusive form used for all performance evaluations. Returning ESP employees shall be reminded and provided the criteria and procedure to be used during pre-planning but no later than September 30th. Newly hired, ESP employees shall be informed of the criteria and procedure to be used within forty-five (45) calendar days of their start date and prior to the written assessment.

11.3.2 Th rater is responsible for reporting accurately and objectively their observations and/or knowledge. The performance rating shall be reviewed with the rated employee in a confidential manner. The rater shall discuss with the employee their strengths, weaknesses, and if necessary, the specific manner in which the employee could be expected to improve their job performance.

11.3.3 The reviewer is responsible for checking the report for consistency, fairness, accuracy, correctness of rating procedure, and meeting with the ESP employee if deemed appropriate by the reviewer, the rater, and/or the ESP. The reviewer may add to the report any specific information they may have about performance of the rated employee. The written evaluation will then be given to the individual ESP for signature.

11.3.4 The employee shall have the right to submit an addendum to the written evaluation.

11.3.5 All evaluations and related documents shall be handled in a private manner.

11.3.6 At their request, ESP employees may have a witness present at any meeting concerning their annual evaluation. The scheduling of this type of meeting shall be at the discretion of the administrator as long as a full working days' notice of the date and time of the meeting has been given.

12 Probationary Period, Promotional Observation Period, Performance Support Plan (PSP)

12.1 Probationary Period

12.1.1 ESP employees obtaining permanent status shall serve a probationary period equal to six months paid days. Said probationary period may be extended but shall not exceed an additional six months paid days. When the rater's recommendation is to extend the probationary period, the Career Observation process will automatically be initiated.

12.2 ESP Promotions, Lateral Transfers and Voluntary Demotions

12.2.1 ESP employees in good standing, laterally transferred or voluntarily demoted who are placed on Career Observation within six months of the position change and who do not successfully perform their duties shall be reassigned to a vacancy in their previous classification with their previous pay rate had they not left that classification. The Division of Human Resources shall make an effort to place the employee at a reasonable location.

12.2.2 ESP employees who are promoted shall serve a six-month promotional observation period. This promotional observation period may be extended for up to six additional months following the procedures as set forth in Performance Support Plan (PSP), 12.3.1,12.3.2.

12.2.3 ESP employees promoted who do not successfully perform their duties shall be reassigned to a vacancy in their previous classification with their previous pay rate had they not left that classification. The Division of Human Resources shall make an effort to place the employee at a reasonable location.

12.2.4 ESP employees who have been laterally transferred or voluntarily demoted shall not serve another probationary period.

12.2.5 Employees who have been promoted shall serve a six-month promotional probationary period. If the promoted employee does not successfully perform their duties during the promotional probationary period, they shall be reassigned to a vacancy in their previous classification with their previous payrate had they not left that classification. The Division of Human Resources shall make an effort to place the employee at a reasonable location.

12.3 Performance Support Plan (PSP)

12.3.1 The Performance Support Plan (PSP) is a process to facilitate constructive discussion between an employee and his/her principal/supervisor and to clarify the work performance concerns to be improved. The principal/supervisor shall determine if the concern is a performance concern (employee has not demonstrated significant and sustained mastery of skills/tasks) or a behavior concern (behaviors that may disrupt the workplace). When a principal/supervisor identifies the concern as a behavior concern, follow the HCTA Progressive Discipline process in section 13.1.

If, after an ESP has been informed in writing of administrative performance concerns, by the employee receiving at least one verbal warning and one written warning, a principal/supervisor determines that an ESP is continuing to have some serious performance problems, the rater may initiate the Performance Support Plan (PSP) process after obtaining approval from the Chief Officer for the Division of Human Resources or designee. The purpose of the Performance Support Plan is to assist the employee in improving his/her performance with input from the effected employee. The format and the expectation of the PSP should enable the principal/supervisor and employee to communicate with clarity specific expectations.

With approval, the administrator shall:

The principal/supervisor will monitor and provide ongoing feedback to the employee regarding his/her performance on the PSP. Sufficient time shall be allowed between PSP meetings for improvements to occur. Principal/supervisor will cite goals and their measures of success. There shall be a minimum of two (2) scheduled meetings.

The principal/supervisor shall review and implement the following in the

Performance Support Plan:

• Identify the performance to be improved; be specific and cite examples.

• Identify the level of work performance expectation and that it must be performed on a consistent basis.

• Identify and specify the support and resources the principal/supervisor will provide to assist the employee.

• Communicate the plan for providing feedback to the employee. Specify meeting times, with whom and how often. Specify the measurements considered in evaluating progress

• Allow the employee to request a Union Representative to be present at all PSP meetings. Meeting date and time may be postponed by mutual consent of HCTA and principal/supervisor.

• Allow the employee to elect to have a colleague of his/her choosing serve as support for the PSP.

As a result of this process, one or more of the following may occur:

a. Release employee from the Performance Support Plan.

b. Remain on Performance Support Plan while continuing to work toward the areas of improvement. Receive an approved Administrative Transfer.

c. Take additional disciplinary action, if warranted, based on the contractual progressive discipline process, up to, and including, termination

12.3.3 The Performance Support Plan 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.

12.3.4 Placement on PSP shall have no effect upon an employee's current salary. If level increase occurs during the period of PSP, the increase due to employee shall be delayed until satisfactory completion of the PSP.

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

13 Disciplinary Procedures

13.1 The parties recognize the value of due process and progressive discipline. The following progressive steps will be followed in administering discipline; understanding, however, that some more severe acts of misconduct may warrant circumventing the established procedure:

a. Verbal Reprimand

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

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

b. Written Reprimand

c. Final written warning or Suspension

d. Termination

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

13.2 **Complaints**

13.2.1 Whenever a complaint is registered against an ESP without first going to the ESP involved, it shall be Board policy to notify the ESP immediately of the complaint. The following information shall be provided to the ESP:

a. Name of complainant;

b. Description if allegation;

c. Remedy requested, if any.

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

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

13.3 **Reprimand, Demotion, Suspension, or Termination**

13.3.1 Reprimand, Demotion, Suspension or Termination shall be only for just cause. In support of Just Cause, the following offenses may warrant disciplinary action including reprimand, demotion, suspension or termination:

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 substance on the employers 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. Criminal record factors as listed in 2.3.2 and 2.3.3 will be considered in evaluating the relevance to 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.

r. Possession of a firearm, weapon, or destructive device while on any School Board property.

s. Excessive absences

t. Job abandonment as defined in 17.2.3

13.4 **Procedures for Employee Demotion, Suspension or Termination**

13.4.1 All conferences with ESP employees related to conduct, performance, demotion, suspensions, or termination shall be summarized in writing by the administrator with a copy furnished to the employee. The employee may respond in writing to any such summary.

13.4.2 The ESP, provided they are an HCTA member, is entitled to have an HCTA representative present at any meeting, hearing, or conference related to conduct, performance, demotion, suspension, or termination and shall be informed of this right before such meeting occurs.

13.4.3 When an ESP is being considered for demotion, suspension, or termination, the Executive Officer of Professional Standards shall send written notice to the ESP, their principal/supervisor, and the Association of a pre-disciplinary investigative

hearing to be held before any action is taken, except as noted below in 13.2.4 and 13.2.5. This notice shall include: the specific cause (defined in Section 13.1.1) that warrants consideration of demotion, suspension, or termination; any documentation relative to the charges(s); and any known specific disciplinary action being considered.

13.4.4 Any ESP employee arrested for a crime constituting a felony or a misdemeanor may be immediately suspended from duty by the Superintendent.

If as a result of the disposition of an arrest no disciplinary action is recommended, any normal salary that would have been earned during the time of suspension without pay shall be reimbursed to the ESP.

13.4.5 In cases where the superintendent concludes that public interest necessitates immediate suspension, 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.

The scheduling of or the intent to schedule a pre-disciplinary hearing does not preclude any discussions and/or meetings between the Administration and the ESP/Association to clarify or resolve the relative issues which may result in eliminating the need for the hearing.

13.4.6 Due to the investigative nature of the disciplinary hearing, the hearing and all relative information shall be handled in a confidential manner. The hearing may be recorded by the parties. Those persons who shall be allowed present in the hearing and their functions are listed below.

a. The General Manager of Employee Relations and/or designee: to present any information relative to procedure; to hear and clarify all information presented in order to report such information to the Executive Officer of Professional Standards or designee.

b. The ESP employee being considered for demotion, suspension, or termination: to hear and clarify all information relative to charges; to present any information relative to charges.

c. The ESP's representative: to observe and assist the ESP employee in the hearing.

d. No other persons shall be allowed to be present in the hearing unless specific agreement is made before the hearing between the General Manager of Employee Relations and/or designee and the ESP/Association.

13.4.7 As a result of the hearing and the report of the Executive Officer of Professional Standards, one of the following actions and/or recommendations shall be made by the Superintendent/Chief Human Resources Officer:

a. Any and all charges that have not been proven shall be dropped. The ESP shall be notified in writing (copy to the Association) and shall be returned to work as appropriate.

b. Recommendations for administrative transfer (including demotion), shall be

implemented after written notification to the ESP (copy to the Association) of the recommendation and the specific cause for the recommendation.

c. A Recommendation for suspension without pay for a specific time period as a singular disciplinary action shall be implemented after written notification to the ESP (copy to the Association) of the recommendation and the specific cause for the recommendation and after written notification to the School Board. The School District reserves the right to immediately reassign any employee to an alternative work site if that employee is being investigated for misconduct which might result in suspension. The School Board reserves the right to reassign work hours without prior notice in lieu of suspension.

d. If a recommendation for termination is deemed appropriate by the Superintendent/Chief Human Resources Officer, the non-probationary ESP and the School Board shall be notified in writing (copy to the Association) of such a recommendation and the specific cause for this recommendation.

Within ten workdays of receipt of this notification, a non-probationary ESP may request to appeal this recommendation for termination through the grievance procedure (Section 22) starting at Level II. If no request for appeal is made within the time limit, the termination shall be implemented as recommended. If a request for appeal is made, the ESP shall be notified in writing (copy to the Association) of the date and time of the Level II hearing at least ten workdays before the hearing date.

With notification of the recommendation for termination, the Superintendent may suspend the non-probationary ESP with or without pay until appeal hearing procedures have been completed.

A probationary ESP may not appeal a termination through the grievance procedure. Such a recommendation shall be implemented after written notification to the ESP (copy to the Association) of the recommendation and the specific cause for this recommendation.

All ESP employees may use the grievance process for violations of contractual termination procedures.

14 Seniority

14.1 General Procedures

14.1.2 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.

14.1.3 When a specific issue must be resolved involving ESP employees with equal seniority, it will be resolved by an objective lottery in the presence of the affected parties.

14.1.4 The ESP with the most seniority shall have first option to stay in a position or transfer, with such option extended to all ESP employees on a diminishing basis

until one elects to transfer or until such time as the ESP with the least amount of seniority is required to transfer. This policy is also extended to include the right of an ESP in a position going from full-time to half-time to choose between staying in the half-time position or going into the pool.

15 Transfers

15.1 General Principles

15.1.1 An ESP transfer is a change in position from one site to another.

15.1.2 A transfer may be requested by an ESP or may be initiated by the Superintendent.

15.1.3 ESP employees who are placed on Career Observation may not voluntarily transfer but shall be transferred if their seniority requires it. An ESP may also be transferred administratively according to Section 15.2.

15.1.4 ESP employees are eligible to transfer at any time during the work year except when the Division of Human Resources has implemented a freeze on transfers on specific classifications for unit loss placement. A qualified replacement should be secured before the transfer is made; however, no transfer will be delayed more than two weeks. The Administration may allow for up to one-week training period for the new employee by the old employee, whenever possible.

15.1.5 All vacancies will be advertised (online) for a reasonable amount of time (five workdays) before any transfers (except administrative), new hires or other actions to fill the position are processed. Existing employees in a department or at the worksite shall be considered for job openings prior to advertisement.

15.1.6 Applicants from permanent ESP within the school system shall be considered before filling a vacant position.

15.1.7 All ESP vacancies shall be made known immediately to the Division of Human Resources.

15.1.8 The Division of Human Resources shall provide information regarding vacancies to those ESP employees desiring a transfer and to the Association when requested.

15.1.9 Administrators shall notify all ESP employees interviewed of their decision.

15.1.10 All complaints related to the ESP selection process should be directed to the Division of Human Resources immediately for investigation. The applicant will be notified of the result.

15.2 Administrative Transfer

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

15.2.2 If appropriate, a hearing will be held involving the ESP, Principal/Supervisor, Association, and the Chief Human Resources Officer or designee.

15.2.3 Following the hearing, the Chief Human Resources Officer will make

recommendations to the Superintendent.

15.2.4 The Superintendent shall then act upon the recommendation. Should a transfer be indicated, the ESP shall be placed in a vacancy that is in the best interest of the individual and the system.

15.3 **Unit Loss Transfer**

15.3.1 ESP units at each work location shall be allocated according to the Board approved formula normally once each spring and each fall.

15.3.2 Unit loss will be used for transferring ESP employees when a work site must lose ESP employees due to unit allocation changes.

15.3.3 When transfers are necessary due to unit loss, ESP employees to be transferred will be determined by the seniority and unit loss policies.

15.3.4 Unit loss will be transacted first within the designated clerical classifications or within the designated paraprofessional groups and classifications at each school site. The ESP with the most seniority within the affected classification/group shall have the first option to stay in a position or transfer, with such option extended to all ESP employees within the same classification/group on a diminishing basis until one elects to transfer (transfer period or pool placement) or until such time as the ESP within the same classification/group with the least amount of seniority is required to transfer.

15.3.5 In determining unit loss, the length of the ESP work year will not be a factor in identifying the person to be transferred.

15.3.6 The seniority of an ESP who is on leave and has a vested interest in the position will be used to determine the unit to transfer. Only ESP employees who have achieved permanent (non- temporary) status will be eligible for pool placement.

15.3.7 The Division of Human Resources will notify, through the school Administration, ESP employees who are subject to transfer due to unit loss.

15.3.8 At unit allocation time, the Division of Human Resources shall determine a freeze period for hiring prior to the placement process of pool ESP due to unit loss. No permanent new hires may occur during the freeze period. Once support allocations are confirmed with each site a transfer period of two (2) weeks will be established by the Division of Human Resources. Transfers for permanent ESP employees will be allowed within and between pool classification/groups during this two (2) week time period. At the conclusion of the support transfer period, new hires and transfers will remain frozen until pool placement needs have been met.

15.3.9 ESP employees who are designated to be placed in the pool due to unit loss will be eligible for transfer as all other ESP employees. If these ESP employees do not transfer, they shall be notified by the Division of Human Resources of the date, time, and location of the pool placement meeting.

The spring pool placement meetings shall normally be held during the traditional post-planning days. The Association and the Division of Human Resources shall

discuss and agree upon all extraordinary scheduling of all pool placement meetings.

15.3.10 The ESP employees in the various classification/group pools will be listed according to their seniority. Copies of the seniority and vacancy lists for the various ESP pools shall be available for ESP employees and the Association by 2:00 p.m. of the last working day before the day the pool meetings are to be held.

15.3.11 At each placement meeting, vacancies will be given to each ESP who is required to transfer. The ESP with the most seniority will be given his/her choice of vacancies. Using seniority, ESP employees will be given a choice until all are placed or until all vacancies are filled. ESP employees shall be assisted at their new sites in making a smooth transition into their new positions.

15.3.12 When there are more ESP employees in the pool than vacancies, the ESP with the most seniority, after being advised of all known consequences associated with passing in pool placement, will be given the right of refusal of each vacancy occurring until he/she is placed. The ESP in the pool with the least seniority will be assigned to any vacancy occurring if all ESP employees with more seniority have refused the position. ESP employees not assigned will remain in the pool under specified contractual conditions.

15.3.13 One-half day ESP employees shall be entitled to select from any full day openings on a seniority basis.

15.3.14 The Division of Human Resources will work with ESP employees who were unable to be placed in their specific classification/group to find the best assignment possible for the welfare of the ESP and the School System. In cases where a unit is surplus but no lay off is declared, the ESP shall be retained as surplus in their present position for a maximum of one year or until a transfer is available. If the ESP is transferred to a position with a lower paygrade, the ESP shall not have a reduction in their current pay rate for a period of one year from the time they were declared surplus and shall remain in their specific pool for available vacancies for one full year. Assignment options offered that are at the same salary rate or greater are considered finalized unit loss assignments if the ESP is placed in such an assignment. If a lay off is declared necessary, procedures in Section 16 shall be implemented.

15.3.15 The Association and the Division of Human Resources shall discuss all extraordinary pool placement assignment procedures and/or situations before pool placement occurs.

15.3.16 Any Secretary I who is promoted to Secretary II as a result of high enrollment only shall be considered to be in a Secretary I position in the event of unit loss, unless the employee chooses to be placed in the Secretary II-unit loss pool.

15.4 **New School and Consolidation Transfers**

15.4.1 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.

15.5 **Family Transfer**

15.5.1 No ESP shall be appointed or reappointed to a work site in which his/her father, mother, brother, sister, husband, wife, son, daughter, or in-law is employed as an administrator or in a position that directly supervises the family member. An ESP 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/supervisor and the Division of Human Resources 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.

16 Reduction In Force and Reemployment

16.1 **Procedures**

16.1.1 When it becomes necessary for a reduction in force, the Chief Human Resources Officer shall place a freeze on all ESP positions. The seniority of ESP employees within a group/classification shall be the governing factor in determining those ESP employees who are to be laid off.

16.1.2 When programs are discontinued or cut back, the seniority of ESP employees in such programs shall be the governing factor in determining whether or not those ESP employees are laid off or absorbed into the regular program. The following procedure will be used:

a. The Superintendent and Assistant Superintendents shall determine the area, subject or programs that will lose positions for the coming year. ESP employees shall be laid off in order of least continuous seniority in the county and within the specific groups/classifications affected.

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

c. The Division of Human Resources will work with the ESP to be laid off, who is qualified for another vacant position, to find the best assignment possible for the welfare of the ESP and the school system. If an ESP is placed in a position of a lower paygrade, the ESP shall not have a reduction in their current pay rate for a period of one year.

d. Laid-off ESP employees shall have first option for accepting reemployment on a seniority basis, as vacancies open within the previously assigned groups/ classifications for a period of two years. No new ESP employees shall be employed during the two-year period until all ESP employees laid off from such assignments have been provided with the opportunity of filling the positions. Hardship cases will be considered by the Division of Human Resources when making these placements.

e. Upon employment all benefits shall be restored.

17 Leaves

17.1 General Principles

17.1.1 Leave for ESP employees is not considered a termination of employment. Upon expiration of the leave, an ESP shall be returned to the work site where he/she previously served, except as per unit loss.

17.1.2 When the circumstances for which a leave was granted are changed, an ESP may request an early return from leave with prior notice (minimum of two weeks' notice for extended leaves). When the employee's position is filled by a temporary employee contracted for the designated time frame under an extended leave, the ESP may return temporarily to a vacancy within the district, for which qualified, until such time as the previous position is available.

17.1.3 With the exception of sick leave, all other requests for leave, paid or non-paid, must be submitted to the site administrator on the appropriate form(s). The site administrator is responsible for timely submittal of leave forms to the Division of Human Resources.

17.1.4 Authorized leaves shall not constitute break in service.

17.1.5 Unless otherwise indicated, an ESP may not be employed full time outside the school district while on leave during the employee's normal work hours.

17.1.6 Upon expiration of the leave, an ESP shall be returned to the school where he/she previously served. After an ESP's absence of three continuous combined leaves, an ESP will return to the county placement pool for reassignment, if the pool is available (Spring or Fall) or may temporarily find a position for which qualified until such time as the next county placement pool is held.

17.2 Absence from Duty

17.2.1 An ESP who will be absent from duty shall notify the administrator/immediate supervisor or their designee, as early as possible.

17.2.2 All absences from duty must be for a reason which can be excused by the administrator/immediate supervisor. ESP employees who are willfully absent from duty without leave or misrepresent the cause of absence, shall forfeit compensation for the time of such absence, and shall be subject to disciplinary procedures specified in Section 13.

17.2.3 Job Abandonment

If an ESP employee fails to report for regularly assigned duty three (3) consecutive days without notifying their immediate supervisor of the reason for the absence that employee shall be determined to have abandoned their position. HCTA will be notified of each case. It is understood that an exception to this provision shall be made for a documented incapacitation resulting from an illness, accident, or other verifiable documented circumstance which made such notification impossible and in these cases the ESP employee shall be reinstated to their position.

17.3 Funeral Leave

17.3.1 In the event of the death of a member of the ESP's immediate family (spouse, child, mother, father, brother, sister, guardian, stepparent, stepchild, grandparent, grandchild, daughter- in-law, son-in-law, parent-in-law, sister/brother-in-law, grandparent-in-law or any relative residing within the employee's household), an ESP on permanent status shall be granted up to three days of paid leave to facilitate attendance at the funeral. Local vicinity funerals may receive one day of funeral leave. Funerals that occur more than two hundred miles from SDHC may receive two days of funeral leave. Out-of-state funerals may receive up to three days of funeral leave. An ESP employee who has the primary responsibility of making arrangements for the funeral of an immediate family member (spouse , child, mother, father, brother, sister, guardian, stepparent, grandparent, grandchild, daughter-in-law, son-in-law, sister/brother-in-law, grandparent-in-law, parent-in-law, step-child, or any relative residing within the employee's household) may be granted one additional day of funeral leave but not to exceed the three-day maximum.

17.3.2 Funeral 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 annual or sick leave. Payment in lieu of funeral leave is not authorized.

17.4 **Personal Leave**

17.4.1 Six days per school year for personal leave may be charged against accrued sick leave during employee's regular work year. The ESP shall notify the administration as soon as possible of their intent to utilize paid personal leave, but no later than regular reporting time. Immediately following the absence, a leave form shall be submitted stating that the absence was for "personal reasons."

17.5 **Sick Leave**

17.5.1 An ESP who is unable to perform his/her 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, half-brother, sister- in- law, stepsister, half-sister, stepchild, uncle, aunt, niece, nephew, grandparents, grandparents-in-law, 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.

17.5.2 In every case of absence resulting from sickness or injury, the employee shall notify the immediate supervisor promptly, normally prior to regular reporting time, stating the nature of illness or injury. Failure to comply with this provision may be grounds for denial of sick leave with pay.

17.5.3 Employees shall earn one day of sick leave for each month of employment during the regular work year which shall not be used prior to the time it is credited to the employee. Permanent employees shall be advance credited four sick 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. Those employees who work in an extended school year program

shall accrue an additional pro-rata amount of sick leave as noted in Section 17.5.8.

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

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

17.5.4 All justified claims for sick leave must be approved by the principal/supervisor who shall make the report to Payroll, 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 upon return of the ESP to duty or during the course of their illness, as may be needed.

17.5.5 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.

17.5.6 For illness, ESP employees shall have the option of using vacation leave or sick leave.

17.5.7 ESP employees 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.

17.5.8 ESP employees who are employed for a normal extended year program shall accrue sick leave hours equal to their specific extended year workday. Since extended year program employment is temporary, ESP employees shall not use more than one day of accrued sick leave during this type of employment.

17.6 **Sick Leave Bank**

17.6.1 Establishment

a. The Sick Leave Bank shall be established and deemed to be in operation when one thousand sick leave days have been deposited in the Bank.

17.6.2 Membership

a. Any employee may apply for membership to the Sick Leave Bank who is actively on duty and has at least eleven days of accrued sick leave as of October 1, the date of effective enrollment. Those persons wishing to become members of the Sick Leave Bank shall do so by voluntarily applying for membership and contributing one 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 17.6.2 a.

   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 17.6.2a.

2. 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.

17.6.3 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 Workers' Compensation cases).

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

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

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

6. Upon approval by the Sick Leave Bank Committee of each application, members will be allowed to draw up to a maximum of one hundred paid sick leave days from the bank. Payment of benefits for these approved one hundred days does

not have to be continuous for the same illness. However, each request must be accompanied by a new application and the criteria in l, 2, and 3 above must be met.

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

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

1. The Sick Leave Bank days, for payment purposes, are only effective on the days which are normally paid 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 benefits 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.

17.6.4 Administration

a. The sick leave Bank shall be administered by the Sick Leave Bank Committee.

b. The sick leave Bank shall be the final authority on all disputes concerning membership applications, benefits applications and on other matters that may come before the committee.

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

1. Three Representatives appointed by CTA.

2. Four Representatives appointed by the Superintendent.

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

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

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

g. Sick Leave Bank members shall be given an annual report of usage.

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.

17.6.5 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 enrolment 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.

17.7 **Inservice**

17.7.1 When ESP employees desire to attend a conference, convention, workshop, etc., during their normal workday they will present a request for approval of the trip to their principal/supervisor at least two weeks in advance of the trip. If approved, attendance shall be considered temporary assignment to duty elsewhere.

17.7.2 Employees assigned to a new position shall receive orientation to the position and when deemed necessary by the principal/supervisor shall receive appropriate training assistance during the regular workday of the first two weeks in the new position. Employees who choose to participate in professional development programs conducted after the workday shall be granted compensatory time unless a specific stipend is offered for that workshop.

17.8 **Illness and Accident in Line of Duty (See also Sections 24.2,24.3,24.4)**

17.8.1 Any employee shall be entitled to illness or accident in-line- of-duty leave when they are absent from their duties because of certain infectious or contagious childhood diseases contracted in schoolwork. This type of leave is different and separate from any other type of leave and shall be treated as such. The amount of leave time allowable will be a minimum of one day and the responsibility of the Risk Management Department who shall keep both the appropriate Division of Human Resources Department and the Payroll Department advised of leave status.

17.8.2 The principal or administrator in charge, upon notification by an employee of an on-the-job injury, shall have the employee complete the “First Report of Injury or Illness” report.

17.8.3 If medical treatment is necessary due to an on-the-job injury, the injured person shall be given a claim packet to complete. A “Referral for Medical Treatment” form will enable the employee to report to an authorized doctor. The completed claim packet shall be faxed to the Workers’ Compensation Office by the supervisor. 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.

17.8.4 The employee shall receive normal pay for the day of the injury. Upon

recommendation of Risk Management, the School Board will also pay normal salary to an employee who is injured on the job for the first ten working days following such injury. The employee will be paid if documentation is presented from the authorized treating physician taking that employee out of work and approved by the Workers' Compensation office. The maximum amount of paid days shall be ten days in any given year regardless of the number of injuries during that year. The ten days will only be paid within a period following three years after the accident occurred. Follow-up doctor appointments and/or physical therapy will not be covered in these ten days. An employee who is given paid days will be reported in Code 06 of the payroll.

17.8.5 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 paydays' sometimes result in overpayments to an employee which must be returned. The Risk Management Department shall be responsible for reporting usage and payments of leave to both the appropriate Division of Human Resources department and the Payroll Department.

17.8.6 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 ensure that the employee does not exceed the doctor's limitations. Light duty status is only available for approved Workers' Compensation claimants, not for individuals returning from personal illness or injury.

17.8.7 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 diseases such as mumps, measles, chicken pox, head lice, pink eye, scabies or impetigo. This does not include the normal adult illnesses such as the common cold, influenza, etc. (Children found to contain these illnesses or infestations shall not be allowed to return to school until such time as the condition no longer exists.) This extended benefit is not covered under the Workers' Compensation law, therefore employees must seek medical care on their own (without a medical referral form) and present their bills to the principal/supervisor. To receive benefits, the principal/ supervisor must send a memo to 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.

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

17.8.9 The Board shall continue to provide its portion of the employee's health and life

insurance when the ESP is on any approved Workers' Compensation leave.

17.8.10 An employee on Workers' Compensation leave is assured a return to the same position if the leave has been continuous for less than twelve months. If the Workers' Compensation leave has been continuous for more than twelve months, the employee will be assigned by the method of pool placement.

17.9 **Jury Duty or Court Witness**

17.9.1 Any ESP of the school system when called for jury duty or subpoenaed as a witness for a situation related to his/ her employment as a School Board employee shall be considered on temporary duty elsewhere and shall receive pay for his/her time on court duty. A copy of the court order or subpoena must be presented to the site administrator prior to the requested date of duty. Upon completion of duty, the employee must complete a Request for Leave form and attach a "verification of attendance."

17.10 **Personal Leave (Short Term) Without Pay**

17.10.1 An ESP may be granted temporary personal leave (maximum of twenty workdays) without pay, when extenuating circumstances dictate. This leave cannot be extended, but a new leave request can be made if the situation warrants it. A total of no more than thirty workdays may be given in any fiscal year.

17.11 **Military Leave Reserve Active Training**

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

17.12 **Military Leave Reserve Called to Active Military Service**

17.12.1 ESP employees who are members of state and national reserve units, who are called to active military service, shall be entitled to a leave of absence. Requests for military leave must be accompanied by a copy of the official orders.

17.12.2 The workdays within the first thirty calendar days of any such leave shall be with full pay. ESP employees shall retain rights to their assignment until the end of the current school year. ESP employees returning from military leave will be credited with one (or a partial) years' experience for determining salary benefits, rights, and privileges for each year (or partial year) on leave. Upon expiration of the leave, a reservist shall be returned to the work site and group (Paraprofessional) or classification (clerical/other paraprofessional) where they previously served.

17.12.3 Reservists must present themselves for duty within 31 days upon release and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Failure on the part of the reservist to return to work after 90 days will be considered as a break in service. Returning reservist must provide the appropriate discharge documents (DD-214) indicating an honorable discharge. Failure on the part of the ESP to submit this verification will invalidate

the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

17.13 **Military Leave Voluntary Service**

17.13.1 ESP employees who volunteer for military service in the Armed Forces of the United States or the state of Florida are eligible for military leave without pay. Orders for induction must be submitted with the request for leave form. A maximum of four years' leave may be granted unless a state of emergency exists.

17.13.2 ESP employees granted a military leave must, upon their release, present themselves for duty within 31 days and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Returning ESP employees must submit a copy of his/her honorable discharge papers from the service. Failure on the part of the ESP to submit this verification will invalidate the leave of absence and constitute a break in service.

Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

17.13.3 ESP employees returning from voluntary military service shall be credited with one (or partial) years' experience for determining salary benefits, rights, and privileges for each (or partial) year on leave. Upon expiration of the leave, an ESP shall be returned to the work site and group (Paraprofessional) or classification (clerical/other paraprofessional) where they previously served.

17.14 **Military Leave State or National Emergency**

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

17.14.2 ESP employees granted military leave must, upon their release, present themselves for duty within 31 days and must make themselves available to report to work no later than 90 days from the date of discharge from active service. Returning ESP employees must submit a copy of their honorable discharge papers from the service. Failure on the part of the ESP to submit this verification will invalidate the leave of absence and constitute a break in service. Circumstances surrounding a dishonorable discharge will be considered on an individual basis.

17.14.3 ESP employees returning from military leave shall be credited with one (or partial) years' experience for determining salary benefits, rights, and privileges for each (or partial) year on leave. Upon expiration of the leave, an ESP shall be returned to the work site and group (Paraprofessional) or classification (clerical/other paraprofessional) where he/she previously served.

17.15 **Health Leave**

17.15.1 A permanent non-probationary ESP may be granted health leave of six months without pay. A Medical Verification form must be submitted with the Request for

Leave form. Additional health leaves, up to a maximum of thirty-six months, may be granted with a supporting Medical Verification form.

17.15.2 The Board shall provide its portion of the employee health and life insurance when the ESP is granted any extended health leave. However, this obligation shall not extend past the end of the fiscal year in which the health leave was initially granted. For health leave extending past the end of fiscal year, please see Section 24.1.6. This language in no way infringes upon or diminishes the rights of covered employees under FMLA.

17.15.3 The ESP must notify his/her principal/supervisor one week prior to return to duty from extended health leave. The ESP must present a doctor's release before returning from health leave. If the doctor releases the ESP prior to the expiration of the leave, he/she is expected to return to work immediately following the release and proper notification (one week).

17.16 **Educational Leave**

17.16.1 ESP employees 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 consecutive months. Only one educational leave can be obtained after three years of employment and thereafter each three-year period. Proof of training shall be submitted upon return from leave. An ESP employee may request 12-month extension for an Educational leave with providing evidence of plan to complete a bachelor's in Education subject area. Upon extension under this section the ESP employee would be slated for the pool.

17.17 **Maternity/Adoption**

17.17.1 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 must 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 twelve weeks after the end of the pregnancy. The employee must submit a verification of the date the pregnancy ended.

17.17.2 The Board shall provide its portion of the employee health and life insurance when the ESP is granted an extended maternity leave. However, this obligation shall not extend past the end of the fiscal year in which the maternity leave was initially granted. For maternity leave extending past this time, please see Section 24.1.6. This language in no way infringes upon or diminishes the rights of covered employees under the FMLA.

17.17.3 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.

17.17.4 Leave may also be granted for adoptive maternity/paternity up to twelve weeks. Permanent employees anticipating adoption of a child should submit proper and

appropriate verification of intent to adopt with the request for leave.

17.18 **Family Health Care**

17.18.1 A permanent, non-probationary ESP may be granted a family health care leave of up to twelve weeks without pay. A Medical Verification form must be submitted with the Request for Leave form. Additional leaves, up to a maximum of eighteen months, may be granted with supporting Medical Verification form.

17.18.2 The ESP must notify his/her principal/supervisor no less than one week prior to return to duty from leave.

17.19 **Personal Leave**

17.19.1 A permanent, non-probationary ESP shall be granted a personal leave for one school year or the remainder of a school year upon completion of three years of employment and with a minimum of two weeks' notice. 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.

17.19.2 An ESP cannot accept full-time (greater than 25 hours per week) employment while on personal leave unless the spouse is enrolled as a full-time student or is serving on military duty.

18 Rights/Responsibility

18.1 **Assignments**

18.1.1 Assignments of duties shall be made without regard to age, race, creed, color, national origin, gender, marital status, or membership in any organization.

18.2 **Voluntary Activities**

18.2.1 Activities beyond the workday that are not related to the ESP employee's regular duties shall be voluntary.

18.2.2 ESP employee's attendance at each school's annual open house and/or student/parent engagement event is voluntary, however, the parties recognize the importance of these activities to the school community. Therefore, ESP employees who attend open house and/ or other student/parent engagement events at the request of their supervisor will be granted compensatory time for hours worked beyond the workday to be used or paid in accordance with 6.2.

18.3 **Privacy of Discussion**

18.3.1 Verbal reprimands relating to individual problems, discussions concerning serious performance problems, and/or discussions relating to individual personal situations shall be dealt with in a confidential manner.

18.4 **School Property**

18.4.1 ESP employees shall be accountable but not financially responsible for school property lost, stolen, or damaged when policies and procedures have been

followed.

18.5 **County Committees**

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

18.5.2 The School Calendar Committee shall include two ESP representatives selected by the Association.

18.5.3 The school district and Association shall establish the School Community Professional Learning Committee for purposes of implementing related Florida statutes and/or professional development. ESP committee appointees shall be appointed by the CTA. The committee will meet at least once each year as needed and will provide any recommendations to the Board and Association.

18.6 **Student Illness**

18.6.1 ESP employees (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.

18.6.2 When there is no health assistant or nurse assigned daily to a school, or when the health professional is absent or on a scheduled lunch or break, ESP employees may be directed to administer student medication when they have specifically been designated by the principal for such assignment, when they have been trained by appropriate district health services professionals, and when all relative Florida Statutes, School Board Policies and Procedures, and District Health Services Guidelines have been implemented.

18.7 **Paraprofessional Supervision**

18.7.1 Paraprofessional 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.

18.7.2 Assignments of duties necessary for the safety of students shall be distributed equitably among comparable paraprofessionals at the work site and posted.

18.7.3 ESP who are assigned to multiple classrooms throughout the day shall be given adequate travel time between classes.

18.8 **Transportation of Students**

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

18.9 **Staff Meetings**

18.9.1 County-wide paraprofessional and clerical meetings shall be held annually. The objectives of these meetings shall be to generally inform the system's ESP 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 ESP employees.

18.9.2 Staff meetings/in-service at individual work sites that require attendance by the ESP employees shall be held during the normal workday. In instances where the staff meeting and/or staff development is pertinent to the ESP's job requirements, the ESP may be required to attend beyond the normal workday up to 2 1/2 hours per year with one day's notice. Exceptions shall be made on an individual basis due to extenuating circumstances which prevent ESP attendance. Compensatory time at the appropriate rate will be given for time beyond the normal workday.

18.9.3 Afternoon staff and in-service meetings shall begin within ten minutes after student dismissal.

18.9.4 ESP employees may attend teacher in-service programs on a space available, voluntary basis. Information concerning these programs shall be made available to ESP employees and the Association. When an ESP employee desires to attend a teacher-in-service program they shall make a request in writing/email to their supervisor. Every reasonable effort will be made to notify the employee of placement in the program or provided the reason for non-placement in writing/email no fewer than one (1) workday prior to the program date.

18.9.5 The appropriate amount of travel time to attend in-service/ staff meetings at other work sites during the workday shall be allotted to ESP employees.

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

18.10 **Personal Profits**

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

18.11 **Faculty Steering Committee**

18.11.1 There shall be ESP representation elected by the ESP faculty on each school faculty steering committee. Since participation by ESP representatives shall be voluntary, there is no requirement for salary payment for this committee work beyond the normal workday.

18.12 **Parent Conference Day**

18.12.1 If the teachers at a school choose to work the "optional conference day schedule," the ESP employees at that school shall have the option to work the same schedule. However, the regular number of duty hours in a regular day must be accounted for by working and/or by compensatory time, personal time, vacation leave, or non-paid personal time.

18.13 **Accountability**

18.13.1 School Improvement Plan waivers shall be considered part and parcel to the collective bargaining agreement.

18.13.2 All School Improvement Plan waiver proposals at a site shall be approved by

secret ballot vote and monitored by an association representative.

18.14 **Field Trip Expenses**

18.14.1 ESP employees assigned to chaperone field trips shall not pay any transportation or entrance fees for the trip.

18.15 **School Choice**

18.15.1 ESPs shall be permitted to enroll or transfer their children, or children for whom they are legally responsible, in a school of their choice, space permitting. This will not exempt them from existing eligibility requirements.

18.16 **Dress Code**

18.16.1 The School Board and the Association agree that although there is no official dress code for ESPs, they are to be professional in their dress and personal grooming.

18.17 **Access to Computers**

18.17.1 ESP shall be granted adequate time each morning and afternoon to check their school district email without teacher or administrative oversight, during non-student time within their workday.

18.17.2 ESP shall have easy access to computers at each school site.

19 Facilities

19.1 **Parking Areas**

19.1.1 Consideration shall be given to safety and security of ESP employee's cars when assigning parking areas.

19.1.2 ESP employees at the Raymond O. Shelton School Administrative Center shall be assigned parking at ROSSAC or a satellite area based on paygrade and seniority in the Hillsborough County School System.

19.2 **Dining Facilities**

19.2.1 ESP employees shall be provided with facilities apart from students. In those schools where lack of space prohibits a separate facility, an area within the student lunchroom will be established by use of available visual barriers, such as bookcases, etc. This will not prevent an ESP from dining with students if they desire to do so.

19.2.2 ESP employees located at non-school work sites shall be provided with facilities apart from the immediate work area whenever possible.

19.3 **Faculty Lounge**

19.3.1 ESP employees shall be afforded equal access to and use of all faculty lounges, workrooms, and restrooms through the workday.

19.4 **Cash Bookkeeping Safety**

19.4.1 School Bookkeepers and other ESP employees who have cash bookkeeping responsibilities shall be provided a private work area for the handling of cash.

19.5 **Provisions for School Nurses**

19.5.1 The district shall maintain minimum levels of equipment and supplies at each nursing station.

20 Student Management and Protection of ESP Employees

20.1 **ESP Assault**

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

20.1.2 In addition, an ESP who has suffered an assault may be requested to submit supplemental written reports.

20.1.3 The appropriate law enforcement agency shall investigate any reported ESP assault and make a full report to the Office of Risk Management. Such reports shall be available to the Association and the individual who suffered the assault.

20.1.4 A student accused of assault and/or battery upon an ESP shall be immediately removed from the classroom setting pending disposition of the allegation.

20.1.5 Assault and/or battery upon an ESP that is confirmed shall afford the ESP the opportunity to give input to the administration and/or the school's placement review committee on the student's potential return to the ESP employee's classroom setting.

20.2 **Safety of Students and ESP Employees**

20.2.1 ESP employees shall not be required to serve as security personnel during a period of civil disobedience, bomb threats, or assaults on students or ESP employees by trespassers. Paraprofessionals will make a reasonable effort to assist in seeing that their students are protected while under their supervision.

20.2.2 Appropriate safety precautions shall be taken at all times at ESP work sites. If an ESP is aware that a safety hazard exists, they shall inform the appropriate administrator as soon as possible.

20.2.3 Safety shall be considered when ESP employees are required to make home/neighborhood visits. Some type of official district employee identification shall be provided to these employees.

20.2.4 ESP employees shall be informed when the district is informed, of any student in

their classroom involved in serious types of offenses. This information is of a confidential nature, protected by state and federal acts ensuring privacy, and shall be used only on a “need to know” basis.

20.2.5 The Administration and/or the supervising teachers shall give specific directions to ESP employees on the management and discipline of the students. ESP employees shall not be responsible for student discipline referrals except in emergency situations. ESP employees shall report all student behavior problems to their supervising teachers and/or, supervising administration.

a. School-based clerical ESP shall not be solely responsible for monitoring students who have been sent to the office for disciplinary reasons.

20.2.6 When a teacher is absent from the classroom, an ESP may send a student to the office to maintain effective discipline in the classroom and/or to maintain a safe and productive learning environment for the student’s classmates.

20.2.7 The Administration shall give ESP employees who are performing student safety duty assignments with groups of fifty or more students written directions for procedures in handling emergency and/or discipline situations.

20.2.8 Principals and affected clerical ESP shall develop a safety plan for implementation on those rare occasions when an individual clerical ESP is left to close an office or school with no administrator on duty.

21 Personnel Files

21.1 **Procedures**

21.1.1 Any material originating within the school district which is derogatory to an ESP employee’s conduct, service, character, or personality relating to performance, shall be placed into the employee's file according to one of the following procedures:

a. By Personal Delivery

Any derogatory material must be provided to the employee before the material may be placed into that employee’s file. If the material is provided by personal delivery to the employee, the employee shall sign a copy of the document to acknowledge that he/she has received such material and in no way indicates agreement with the content of the material.

b. By Witness

If an employee refuses to sign the derogatory information, the supervisor may get a third party to witness that the employee has been provided the material. The witness must sign and date the material before it is placed into the personnel file.

c. By Certified Mail

If an employee fails to sign such derogatory material, the supervisor may send the material via certified mail to the employee. The material may be placed into the personnel file ten days after the registered receipt has been returned to sender.

Under any of the above procedures, an employee has the right to attach clarifying information to the derogatory material.

21.2 **Maintenance of Records**

21.2.1 ESP employees shall report as soon as possible to The Division of Human Resource any changes of name, address, and telephone number that may occur during their employment.

22 Grievance Procedure

22.1 **Purpose of Grievance Procedure**

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

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

22.2 **Definitions (Grievance Procedure)**

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

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

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

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

22.2.5 The term "ESP" shall be deemed to apply to and include Educational Support Professionals of the Board who are included in the ESP bargaining units.

22.3 **Rights of ESP employees to be Represented**

22.3.1 HCTA members shall have the right to be represented at Level I of the grievance procedure by the Association's building representative or a representative assigned by HCTA. An ESP shall have the right to be represented at Level II and above by a representative assigned by HCTA.

22.3.2 An ESP has the right to represent themselves at Levels I, II, and III of the grievance procedure.

22.3.3 The ESP may request the building representative to be present at any meeting or conference related to an employee's conduct or performance.

22.3.4 ESP employees may request a member of the Association staff to be present at any meeting or conference related to an employee's conduct or performance where a county- level administrator is present.

22.3.5 ESP employees may request a member of the Association staff to be present at any meeting or conference where school security personnel and/or Child Protective Investigation Division personnel are present.

22.4 **Miscellaneous**

22.4.1 If, in the judgment of the Association, a grievance affects a class of ESP employees, the Association may submit such grievances in writing directly to the Superintendent, and the processing of such grievance shall be commenced at Level II. The Association shall have the unilateral ability to file a grievance at Level II in its own name as a result of a procedural decision at the county level.

22.4.2 Decisions rendered at all levels will be in accordance with the procedures set forth by Board policy, rules and regulations of the State Department of Education, Florida Statutes, and this agreement.

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

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

22.4.5 The Board and Association agree to make available to the grievant and their representative all pertinent information not privileged under law or Board policy, in its possession or control, and which is relevant to the issues raised by the grievance.

22.4.6 When it is necessary at Level II or III for an ESP to attend a meeting or hearing during the workday, the Superintendent's office shall so notify the supervisor of said ESP, and they shall be released without loss of pay.

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

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

22.4.9 The Chief Officer for the Division of Human Resources shall be provided a written report at each level by the appropriate administrator, stating the grievance, decision reached and the basis for such decision. Copies of said reports, with names of parties and schools omitted, shall be available to the Association upon request.

22.5 **Procedures**

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

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

22.6 **Pre-Grievance Conference**

22.6.1 Before a dispute enters the Grievance Process, the ESP 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.

22.7 **Level I**

22.7.1 If the pre-grievance conference with the principal or immediate supervisor is not resolved to the grievant satisfaction, the grievant or representative will file a Level I grievance on the Grievance Form with their principal or immediate supervisor, with the objective of resolving the grievance. A written disposition of the grievance will be given to grievant within ten (10) workdays. Before a principal or immediate issues a written disposition of an adverse decision concerning a grievance, they must confer with their Regional Superintendent.

22.8 **Level II**

22.8.1 If the grievant is not satisfied with the disposition of their grievance at Level I, or if no decision has been rendered within ten (10) workdays after they have first met with the appropriate supervisor, they may file a Level II grievance with the Superintendent or their designee, with a copy to the General Manager for Employee Relations, either directly or through the Association's representative after a decision by the aforesaid supervisor, within ten (10) workdays. The Superintendent or their designee shall have ten (10) workdays after receipt of the grievance in which to schedule a Level II meeting.

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

22.8.3 Those permitted in the hearing room during the Level II Grievance hearing will include:

a. The Superintendent and/or designee

b. General Manager for Employee Relations, Hearing Officer.

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

d. CTA staff person, representing the grievant.

e. School system administrator(s) involved in the grievance.

f. The appropriate supervisory administrator, representing the administrator(s).

g. Secretaries to record the proceedings.

h. Other parties as deemed necessary by either the Association or the Administration.

22.8.4 The complete proceedings at Level II shall be recorded.

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

22.8.6 The Superintendent shall render a written decision within fifteen workdays of the Level II hearing. Said decision shall be addressed to the grievant with copies to the other parties of interest.

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

22.9 **Level III**

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

22.9.2 Upon receipt of the appeal to Level III, the Superintendent shall notify the Board. The Board's secretary shall schedule a Level III hearing at the next available date.

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

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

22.9.5 Prior to the Level III hearing, the General Manager of Employee Relations shall provide the Board and the Association with a verbatim record of the Level II hearing with supporting documents. In addition, both parties shall also be provided all the documentation to be considered at the Levell III hearing.

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

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

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

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

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

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

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

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

g. The Board shall render its decision.

22.10 **Level IV**

22.10.1 If the grievance is not solved at Level III to the grievant' s satisfaction, or if a written decision is not submitted within the designated time limits of Level III, the Association may move the grievance to arbitration by filing a Level IV form with the Superintendent.

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

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

22.10.4 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.

22.11 **Arbitrator Hearings**

22.11.1 The arbitrator shall give at least ten (10) workdays notice in writing to the Association and the Superintendent of the time and place of such hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance

and testimony of witnesses, the production of books, records, and other evidence pertinent to the issues presented to them for determination. The hearing shall be concluded within ten (10) workdays of its commencement. Within ten (10) workdays 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.

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

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

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

22.11.5 All fees and necessary expenses of arbitration shall be borne equally by the Association and the Board. Each party shall itself bear the cost of preparing and presenting its case, such as expenses associated with witnesses, including expert witnesses, and attorney's fees and expenses. Under no circumstances will either party be ordered to pay the attorney's fees of the opposing party.

23 Association Rights

23.1 **Exclusivity of Association Rights**

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

23.2 **H.C.T.A. Activities**

23.2.1 The Association shall be permitted the use of work sites without cost for the purpose of conducting meetings. The Association shall clear the scheduling of such meetings with the building administrator/supervisor.

23.2.2 The Association and its several building units shall be provided with bulletin board space at each work site for the purpose of posting notices and other related items. Site selection, within ESP access areas, shall be the prerogative of the Association Representative.

23.2.3 The Association will have the right to provide Association material to ESP employees. Copies of all generally distributed materials provided to ESP employees shall normally be provided to the appropriate administrator.

23.2.4 Authorized representatives of the Association will assume responsibility for posting or distributing material for the Association during non-work time.

23.2.5 The Association ESP representative shall have the right to make known the time, place, and subject of the Association meetings.

23.2.6 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.

23.2.7 The Association shall be afforded access to work location mailboxes for the purpose of distributing Association material.

23.2.8 Full-time ESP employees shall be allowed a maximum of one meeting per month during the workday as long as the meeting does not occur during the student day. Half-time ESP employees may meet at the completion of their workday. Such meetings shall not exceed sixty minutes during the workday.

23.2.9 A maximum of two ESP employees, 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.

23.3 **Classroom Teachers Association Officers**

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

23.3.2 The individual(s) performing these duties shall be considered active Board employees for all purposes except as may be specified in this contract. The employees shall be compensated at the employee's same rate of pay as if they/them was performing full-time ESP duties. The Association shall reimburse the Board personnel costs incurred in the performance of duties under this section. The Association shall inform the Board of the date of the officer's term of office.

23.4 **Payroll Deduction**

23.4.1 Until July 1, 2023, the Board agrees to deduct from ESP employees' salaries an amount to cover dues for the Association, as the ESP employees individually and voluntarily authorize the Board to deduct and to transmit the amount so authorized to the office of the Association. ESP employees may individually and voluntarily authorize the Board and the Association to discontinue such deductions with a thirty-day notice. As of July 1, 2023, the Board will adhere to FS 447.303. If the law is repealed or amended the parties will return to negotiate.

23.5 **Convention**

23.5.1 The Board shall grant Association members a maximum of fifty days of professional leave per year for the purpose of attending the Association's annual convention in accordance with the following:

a. No more than two clerical delegates per work site/ department, as determined by the Division of Human Resources, shall attend the convention.

b. Up to sixteen ESP Association members shall receive two days' professional leave.

c. Other ESP delegates of the Association shall receive one-day professional leave.

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

e. A delegate who is an officer of the Association shall receive 5 days of professional leave to attend the annual National Convention.

23.6 **Bargaining Team**

23.6.1 ESP bargaining team members shall be provided with released time from their duties when bargaining occurs during the workday.

23.7 **Administrative Review**

23.7.1 The Association may request an administrative review with the appropriate county-level administrator through the General Manager of Employee Relations when the Association has a concern which it feels affects the welfare of the ESP employees and/or the system; the use of this procedure does not negate the use of other remedies in the contract.

23.8 **Legislative/Professional Days**

23.8.1 The Association may request leave for members to engage in legislative or professional activity up to the cumulative Association total of 60 days per year. Such leave shall be granted by the Board and said members will be considered to be on paid professional leave.

23.9 **Membership Solicitation**

23.9.1 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 units at any duty-free time during the workday provided solicitation does not interfere with the official duties of employees and the operation of schools.

23.10 **Access**

23.10.1 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.

24 Insurance/Injury and Fringe Benefits

24.1 **Health and Life Insurance Coverage**

24.1.1 The School Board agrees to pay the premium for the employees for a comprehensive medical insurance program.

24.1.2 The employees may insure their dependents with the School Board's comprehensive medical insurance program provided that they pays the additional premium and provided they are enrolled within the first thirty days of employment or within the first thirty days of a change in dependent coverage or during the Employee Benefits Open Enrollment Period.

24.1.3 In the event of lay-offs, ESP employees 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.

24.1.4 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.

24.1.5 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 higher $1,000 with a minimum of $10,000. The employee shall designate a beneficiary for the payment of such coverage.

24.1.6 ESP employees on approved extended leave or upon retirement may continue insurance coverage by paying the total premium on a monthly basis to the school system in a method specified by the district. For exceptions occurring for Workers' Compensation leave, health leave, and maternity leave, see Sections 17.8.9, 17.15.2, and 17.17.2.

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

24.2 **Personal Injury Benefits Resulting from Assaults**

24.2.1 Whenever an ESP is temporarily absent from work and temporarily unable to perform their duties as a result of an assault incurred in the scope and course of their employment and not the result of their own negligence, they will be paid their full salary less the amount of any workers' compensation payment or award made for temporary disability due to said assault for the actual period of such temporary absence as verified by a doctor for a total period of up to 12 months from the date of such assault. Such pay shall not exceed the amount an employee is entitled to receive under their contract. Absences directly attributable to an assault will not be charged to sick leave for the period of temporary disability up to 12 months as stated above. Any and all appropriate leave forms shall be marked for Workers' Compensation and sent to the Risk Management Department. The Risk Management Department shall be responsible for reporting usage and payments of leave to both the appropriate Division of Human Resources department and the Payroll Department.

24.2.2 The Board shall have the right to have the ESP examined by a physician designated by the Board to assist it in determining the length of time during which the ESP is temporarily unable to perform their duties, and that the disability is attributable to the injury involved. In the event there is an adjudication of the period of temporary disability in the appropriate Workers' Compensation proceeding, the Board may

adopt such adjudication.

24.2.3 Whenever an ESP employee's personal property is soiled, damaged, or destroyed by students or nonstudents through acts of personal physical assaults, if recovery by the Board is not possible through legal means, the school system shall reimburse the ESP when such losses occur in the performance of their duty. All such assaults

must be reported in accordance with the assault policy.

24.3 **Workers' Compensation Benefits (also see Section 17.8)**

24.3.1 Payments of salaries by the Board and wage benefits payable under Florida Workers' Compensation Statutes shall not be made so as to result in double payment for any period of service. Overpayments shall be paid to the School Board.

24.3.2 Board payments will cover the first ten days of absence with doctor's verification. After the employee goes off the payroll of the Board, the workers' compensation benefits shall be paid to the employee.

24.5 **Insurance Committee**

24.5.1 The Board and Association recognize the importance of maintaining and balancing quality health and other insurance for employees. Towards these ends, a joint Insurance Committee will be established for the purpose of putting forth recommendations that shall be subject to negotiations. Each of the Paraprofessional and Clerical bargaining units shall be granted one representative each on the committee.

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

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

24.6 **Fingerprint Monitoring**

24.6.1 The Board will pay the cost of fingerprinting monitoring fees for ESP employees.

25 Retirement Benefits and Resignation Procedures

25.1 **Terminal Pay**

25.1.1 In order to encourage and reward ESP employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to ESP employees upon termination of employment at retirement, or to their beneficiaries if service is terminated by death. ESP employees shall be provided terminal pay upon termination when selecting the deferred retirement option.

If the employee is enrolled in the FRS Investment Plan and terminates from the district no younger than age 59½ with at least 6 years of FRS service or has 30 years of FRS service at any age, the employee is deemed to meet the definition of

retirement to be entitled to the same terminal pay benefits as an FRS Pension Plan retiree.

25.1.2 After completion of ten years of creditable service and through the twelfth year of service, an employee will be paid 50% of his/her daily rate of pay times the number of days they have accumulated in sick leave.

25.1.3 During and after the thirteenth year of creditable service, an employee will be paid 100% of their daily rate of pay times the number of days they have accumulated in sick leave.

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

25.2 **General Information**

25.2.1 ESP employees shall follow retirement requirements including reemployment restrictions as provided by the Florida Retirement System Rules and Regulations.

25.3 **Resignation Procedures**

25.3.1 An ESP 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 The Division of Human Resource as soon as possible for processing. An ESP planning to retire should contact HCPS Retirement Department to schedule an exit meeting 3 months prior to their retirement date. Failure to schedule three months prior will have no negative consequences to an employee's retirement or employment status.

26 Savings Clause

26.1 **Provisions**

26.1.1 If any provision of this agreement is or shall at any time be found by a court of competent jurisdiction to be contrary to law or Florida Board of Education regulations, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In such cases, either party may compel negotiations over a replacement provision. All other provisions of this agreement shall continue in effect.

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

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

26.1.4 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 units in which the Board anticipates changing the present practice, negotiations shall commence immediately relative to the areas affected by the change in statute.

27 Agreement/Expiration Date

27.1 **Non-Money Items**

27.1.1 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, 2028, and from year to year or day to day thereafter until a new contract is ratified by the Board and the Association.

27.1.2 If either party desires to make changes in the agreement, the parties must inform each other, of the intent to set forth the desired changes prior to expiration of contract.

27.2 **Money Items**

27.2.1 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, 2028, and from year to year or day to day thereafter until a new money contract is ratified by the Board and the Association.

27.2.2 If either party desires to make changes in the agreement, the parties must inform each other, of the intent to set forth the desired changes prior to expiration of the contract.

In witness whereof, the Parties hereto have caused their duly authorized representatives to execute this agreement on this 30th day of September, 2025.

Danielle Shotwell, Chief Negotiator
School Board of Hillsborough County

Brittni Wegmann, Chief Negotiator
Hillsborough Classroom Teachers Association

Jessica Vaughn, Chair
School Board of Hillsborough County

Rob Kriete, President
Hillsborough Classroom Teachers Association

Van Ayres, Superintendent
School Board of Hillsborough County

Appendix A: Grievance Form

GRIEVANCE FORM

Name of Grievant:_____

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

Work Location:_____ Telephone:_____

Position Held:_____

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

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

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

Name:_____ Title/Position: _____

Date the alleged violation took place: _____ Site: _____

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

REQUESTED REMEDY:

Date Submitted: _____ Grievant Signature: _____

c: Employee Relations, Association, Grievant

DECISION RENDERED ON GRIEVANCE:

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

Name of Person Rendering Decision:_____

Level I Decision:_____

_____

_____

_____

_____

_____

_____

Signature of Person rendering Level I Decision: _____

APPEAL

I Hereby Appeal The Decision Rendered To:

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

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

c: Employee Relations, Association, Grievant

Appendix B: MOU's

Hillsborough County PUBLIC SCHOOLS
Preparing Students for Life

HCTA

MEMORANDUM OF UNDERSTANDING
The School Board of Hillsborough County and
The Hillsborough Classroom Teachers Association

MILLAGE REFERENDUM IMPLEMENTATION

Whereas, Hillsborough County Public Schools (hereinafter referred to as the "district" or "HCPS") and the Hillsborough Classroom Teachers Association (hereinafter referred to as the "union" or "HCTA") are parties to the collective bargaining agreement for employees in the HCTA Paraprofessional and Clerical bargaining units; and

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

Whereas, the parties are seeking a method to address employee retention and recruitment by addressing employee compensation through a county-supported ballot initiative for an increased millage; and

Whereas, a millage referendum was on the 2024 General Election ballot; and

Whereas, the millage was successfully passed by 67% of voters and will provide additional revenue to use towards employee compensation beginning July 1, 2025, and continuing through the June 30, 2029;

Whereas, this agreement shall not take the place of regular, annual salary negotiations;

Therefore, the following provisions for additional compensation for Hillsborough County Public School Educational Support Personnel will include the following:

1. Ninety two percent (92%) of the total millage revenue allotted to HCPS will be for salary supplemental pay to all employees (instructional, support staff, principals, assistant principals and district administrative staff) in HCPS. For clarification purposes the additional eight percent (8%) will be dedicated to educational programs: full-day VPK, College and Career Readiness, Athletics & Physical Education, and extended learning & the arts. (See Attachment)
2. Of the percentage identified for salary supplements, each HCTA ESP bargaining unit employee shall receive no less than $3,000 as an additional supplement to their annual salary.
    a. This annual salary supplement will be paid during the following School Years: 2025-2026, 2026-2027, 2027-2028, and 2028-2029.
    b. This payment is a supplement to the employee's base pay and shall be treated as salary.
    c. This salary supplement shall be FRS eligible for every employee.
    d. This salary supplement will be paid within the employee's regularly scheduled paychecks.
    e. Regular payments will be clearly identified on the employee's pay stub.
    f. If payments do not begin on the employee's first paycheck of each contractual year, the employee will receive retroactive payment to July 1 of each fiscal year.
3. Since the distribution of funds for employee compensation is based on the total count of employees in HCPS, the parties agree that funds should be equitably distributed based on the actual revenue generated during each tax year of this agreement. If the funds distributed to all employees is less than the total revenue available for salary supplemental pay, the parties agree to immediately return to negotiate the distribution of the remaining funds to eligible ESP employees.
4. If the total amount of funds collected for base salary supplements is not enough to meet the agreed upon additional salary supplement for any employee, the parties agree to return to the bargaining table to discuss remedies.

5. Eligible employees must be current, full-time active employees who are newly hired or returning to employment.
    a. Employees who are returning from leave or who are newly hired and begin work after the start of their contractual year will receive a pro-rated share of the annual supplement.
    b. The parties agree to address concerns over eligibility on a case-by-case basis should the need arise.
6. By May 1st of each year the millage revenue is generated the parties shall convene to review this agreement.
7. This agreement shall be included in Appendix C – Salary Schedules and Supplements – of the HCTA Educational Support Professional Contract.

Contingencies:

- This agreement will only be valid provided that it is ratified by bargaining unit employees and approved by the School Board.
- All compensation improvements provided through this millage referendum are non-recurring beyond the 2029 fiscal year.
- The Superintendent will establish a citizen's oversight committee to monitor and report on the revenue and expenditures of the millage referendum funds.

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

The parties shall meet no later than May 1st of each year this agreement is in effect to review revenue, reports from the citizen's oversight committee, and determine any needed changes to the agreement. This agreement shall sunset at the end of the 2029 fiscal year, unless the millage referendum is renewed by the voters of Hillsborough County in a future election, in which case the parties will meet at a mutually agreeable time to negotiate updates to this agreement.

In witness whereof, the Parties hereto have caused their duly authorized representatives to execute this Agreement on this day of November 7, 2024.

Danielle Shotwell, Chief Negotiator
Hillsborough County Public Schools

Brittni Wegmann, Chief Negotiator
Hillsborough Classroom Teachers Association

Van Ayres, Superintendent
Hillsborough County Public Schools

Robert Kriete, President
Hillsborough Classroom Teachers Association

Attachment: ESTIMATED BREAKDOWN OF REVENUE

NOTE: These are estimates generated by the Hillsborough County Property Appraiser's Office as of August 2024 and are for general understanding of the breakdown of funds. They are subject to change based on actual revenue collected and subject to collective bargaining.

Approximate Total Estimated Revenue Generated for 2025-2026 Tax Year: $177,000,000

- 15% Approximate total estimated share to Charter Schools (Based on 1/23/2024 enrollment): Approximately $26,000,000
- 85% Approximate total estimated Revenue for HCPS (Based on 1/23/2024 enrollment): Approximately $150,400,000
    - Eight Percent (8%) to be dedicated to enrichment of educational programs: Approximately $12,032,000
    - Ninety two percent (92%) to be dedicated to employee compensation: Approximately $138,368,000

MEMORANDUM of UNDERSTANDING

TRANSFORMATION NETWORK SCHOOLS

2026-2027

Whereas, Hillsborough County Public Schools (hereinafter referred to as the "district") and the Hillsborough Classroom Teachers Association (hereinafter referred to as the "union" or "HCTA") are parties to collective bargaining agreements for both instructional and educational support staff (ESP); and

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

Whereas, the District has identified and defined "Transformation Network Schools" that require additional support to facilitate student growth and success (See attached list);

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

I. **Identification of Transformation Network Schools:**
Prior to the Spring transfer period (by the end of March 2026, the district will provide a list of Transformation Network Schools for the 2026-2027 school year. The parties recognize that the list may have additions or changes in tier after the release of school grades, and any added school will receive the same additional pay and/or support as identified within the tiered placement there in. *(See included list)*

II. **Tiering for Transformation Network Schools**
Tier 1 Criteria – Qualifying schools with no grade below a "C" within a three-year time frame. Schools will receive regional academic support, and contracted services support (if applicable). Additional time is provided to support the instructional environment to include planning, data analysis support, and professional learning. *(See included list)*
Tier 2 Criteria – Schools with 1 grade below a "C" within a three-year time frame. Schools will receive additional pay for qualifying staff, regional academic support, and contracted services support (if applicable). Additional time is provided to support the instructional environment to include planning, data analysis support, and professional learning. *(See included list)*
Tier 3 Criteria – Schools with 2 or more grades below a "C" within a three-year time frame. School will receive additional pay or UNISIG funding, regional academic support, and contracted

services support. Additional time is provided to support the instructional environment to include planning, data analysis support, and professional learning. *(See included list)*

III. Criteria for Instructional Personnel at Transformation Network Schools

The parties agree that fully staffing Transformation Network Schools with effective and highly effective educators is critical to supporting high student achievement outcomes. In an effort to fully staff Transformation Network Schools with such Instructional personnel, the parties agree as follows:

a. Commitment to Assignment: All Tiers

Staff members are not eligible to transfer out of a Transformation Network School during the 2026-2027 school year. All requests for transfer will be reviewed by the Deputy Superintendent of Academics and Transformation, Chief Human Resources Officer, and HCTA President. To ensure employees are aware of this provision, a copy of this MOU will be provided by HCPS to every employee the MOU agreement impacts. Additionally, an employee will explicitly be made aware of this provision prior to accepting employment at a Transformation Network School.

b. Professional Autonomy: All Tiers

The parties recognize that professional respect and autonomy are key to attracting talented teachers and staff at Transformation Network Schools. Teachers will be informed of any unique site-based programs requiring additional responsibilities and expectations to include State Rule 6A – 1.099811 and will be provided with relevant professional development. Additional time is provided during the instructional day to perform the expectations set forth below.

State Rule 6A- 1.099811 expectations are as follows:

1. Core academic teachers shall be provided with common planning time on a consistent basis during the workday (grade level, subject).
    i. Core academic teachers shall receive a minimum of 225 minutes of time during the work week (equivalent to 45 minutes per day during the student day). One day of this allocated time will be dedicated to weekly common planning for structured, instructional coach-led planning, which could consist of common planning, lesson study, lesson rehearsal, and any other standards-based planning methods.
    ii. Core academic teacher definition:
        - regular full-time Kindergarten through eighth grade.
        - VE
        - ESOL

- self-contained ESE teachers

2. Additional work expectations:
   i. In an effort to not sacrifice planning time, 45 minutes of time shall be used to progress monitor data weekly to inform student mastery of standards and instruction.
   ii. Core academic teachers shall implement the continuous improvement process by utilizing formative and summative assessments and collaborating in data analysis cycles every 4-6 weeks.
   iii. Teachers shall be provided coaching support based on analysis of student data and classroom observational data.
3. All other non-core Elementary teachers shall get their contractual 150 minutes of weekly planning time (equivalent to 30 minutes per day during the student day). This provision shall not diminish any additional planning time as defined by the HCTA Collective Bargaining Agreement.

c. **Additional Pay for Instructional Personnel at eligible schools:**

Any eligible employee within the instructional bargaining unit will receive an additional salary supplement to their base pay for additional work expectations and conditions due to being assigned to a Transformation Network school. The first payment will occur after the release and validation of UNISIG payments and final evaluation scores. Non-UNISIG recipients will receive the first payment on or before December 18, 2026, and second semester payments will continue to be made regularly, on a bi-weekly basis, for eligible instructional staff. UNISIG recipients will receive their 2nd payment at the end of the 2nd semester.

Current HCPS instructional staff must be evaluated at a minimum effective VAM level. Staff must be hired prior to FTE survey 2, date certain (October 9, 2026), complete the entire semester, and be in an active status at the time of payment. Instructional personnel new to HCPS are also eligible for payment. Employees hired after survey 2 and prior to survey 3 will receive partial payment (2nd semester payment).

These salary supplements to employee base pay shall be taxed at the employee's W-2 rate and shall be designated as FRS eligible and subject to FRS review. Should any salary supplement no longer be eligible due to FRS review, the District shall immediately inform HCTA and communicate to all impacted employees the explanation and impact to their FRS.

1. Tier 1 Schools

This additional supplement payment for eligible instructional staff at Tier 1 Schools will be at a maximum of $2,000 or any state awarded payment, whichever is greater. Employees are only eligible to receive either the state or district payment, not both.

2. Tiers 2 and 3 Schools
   This additional supplement payment for eligible instructional staff at Tier 2 and Tier 3 Schools will be at a maximum of $5,000.00 or any state awarded payment, whichever is greater. Employees are only eligible to receive either the state or district payment, not both.
3. Requirements for additional state pay at schools designated as UNISIG:
   - Only schools with a "D or F" school grade qualify
   - Eligible teachers must have a 2025-2026 3-year aggregate Math (includes Algebra I) or English language Arts (ELA) state Value Added Model (SVAM)calculation of Highly Effective or Effective.
   - The 2023-2026 SVAM ratings must have 10 assessments (based on scores from 10 or more students.

   **No other staff will receive a tiered incentive.*

4. National Board-Certified Teachers (NBCTs): All Tiers
   NBCTs at any Transformation Network School shall receive an additional salary supplement to their base pay of $4,500 if all requirements are met. This supplement shall be paid no later than the conclusion of the 2026-2027 school year.

IV. Criteria for Paraprofessional Staff at Transformation Network Schools: All Tiers

The parties agree that fully staffing Transformation Network Schools with effective and highly effective paraprofessional personnel is critical to supporting high student achievement outcomes. In an effort to fully staff Transformation Network Schools with such personnel, the parties agree as follows:

a. Included Paraprofessional Positions

The parties acknowledge that certain paraprofessional positions assigned to Transformation Network (TN) schools have historically received the supplemental compensation provided under the Transformation Network Memorandum of Understanding.

The parties agree that paraprofessional positions that have historically received the TN supplemental payment shall continue to receive such payment, and there is no intent or agreement to remove or exclude any previously eligible paraprofessional positions from this compensation.

Eligibility of certain paraprofessional positions for the supplemental payment shall be based on the nature of the assignment and past practice, and shall not be eliminated or avoided through changes in job titles, position numbers, location assignment of positions, or minor modifications to job descriptions.

If questions arise regarding whether a paraprofessional position is eligible for the TN supplemental payment, the District and HCTA shall meet and discuss the position in question prior to any change in compensation eligibility in order to determine the most appropriate resolution consistent with the intent of this agreement and historical practice.

Nothing in this section shall be interpreted to reduce or eliminate compensation previously provided to paraprofessional employees under prior Transformation Network agreements.

b. Additional Pay for Paraprofessional Personnel at eligible schools:

1. Tier 1 Schools

For paraprofessionals a $750.00 annual salary supplement to their base pay will be provided to those with a satisfactory rating or higher. For paraprofessionals, the first payment will occur after the release and validation of final evaluation scores (on or before December 18, 2026, and will continue to be made regularly, on a bi-weekly basis, for second semester.

2. Tiers 2 and 3 Schools

For paraprofessionals a $1,000.00 annual salary supplement to their base pay will be provided to those with a satisfactory rating or higher. For paraprofessionals, the first payment will occur after the release and validation of final evaluation scores (on or before December 18, 2026, and will continue to be made regularly, on a bi-weekly basis, for second semester.

These salary supplements to employee base pay shall be taxed at the employee's W-2 rate and shall be designated as FRS eligible and subject to FRS review. Should this salary supplement no longer be eligible due to FRS review, the District shall immediately inform HCTA and communicate to all impacted employees the explanation and impact to their FRS.

V. HOST Program: For Paraprofessional and Instructional staff at all Tiers

Additional HOST discount provided for the 2026-2027 SY only:

For instructional staff and paraprofessionals working at a Transformation Network School will receive a 50% HOST discount for enrolled students at any district HOST site.

2026-2027 Transformation Network Schools:

Tier 1	Tier 2	Tier 3
Dr. Carter G. Woodson	Broward Elementary	Edison Elementary
Forest Hills Elementary	Burnett Middle	James Elementary
Gibsonton Elementary	Burney Elementary	Potter Elementary
Guinta Middle	Eisenhower Middle	Sheehy Elementary
McDonald Elementary	Foster Elementary	
Tampa Heights Elementary	Graham Elementary	
Temple Terrace Elementary	Greco Middle	
Thompson Elementary	Ippolito Elementary	
	Jackson Elementary	
	Jennings Middle	
	Kenly Elementary	
	Lamb Elementary	
	Lockhart Elementary	
	Mango Elementary	
	Miles Elementary	
	Oak Park Elementary	
	Palm River Elementary	
	Robles Elementary	
	Ruskin Elementary	
	Shaw Elementary	
	Shields Middle	
	Sligh Middle	
	Sulphur Springs K8	
	Tampa Bay Blvd. Elementary	
	Turkey Creek Middle	
	Washington Elementary	
	Witter Elementary	

Kelly King

Kelly King
General Manager of Employee Relations, HCPS

3/13/2026
Date

Brittni Wegmann
Executive Director, HCTA

3/13/2026
Date

MEMORANDUM of UNDERSTANDING
Designated Schools of Need
2026-2027

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

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

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

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

A. JOINT DESIGNATED SCHOOLS OF NEED COMMITTEE

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

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

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

    a. HCTA members will be appointed by the HCTA President and HCPS representatives will be appointed by the Superintendent or their designee.
    b. The committee will be co-chaired by an HCTA representative and an HCPS representative.

4. The committee shall meet at least once, on or before the last week of January 2027, and as many times as needed and practicable.

5. The committee will provide a written summary and recommendation(s) to both HCTA and the Board

bargaining teams prior to the 2027 Spring Break, so that the parties may negotiate a possible agreement for the 2027-2028 school year. The committee may extend the time certain only by mutual written agreement.

B. RECCOMENDATIONS FOR SCHOOL AND EMPLOYEE EXPECTATION

1. The parties agree that the Designated Schools of Need must continue to utilize the Comprehensive Needs Assessment (CNA) and the contractual Faculty Steering Committee (HCTA Instructional Contract 6.6 & HCTA ESP Contract 18.11) to drive decisions regarding improvement of student performance.

C. DESIGNATED SCHOOLS OF NEED 2026-2027

1. The parties agree that fully staffing Designated Schools of Need, with effective and highly effective educators and paraprofessionals for the 2026-2027 school year is critical to supporting high student achievement outcomes. In an effort to fully staff Designated Schools of Need with such personnel, the parties agree as follows:

    a. For the 2026-2027 School Year instructional staff and paraprofessionals, who work in the attached list of Designated Schools of Need shall be eligible for a salary differential as a supplement to employee base pay.

    b. Eligibility for instructional staff shall be determined by an effective or higher evaluation rating and certification for assignment.

    c. Eligibility for paraprofessionals shall be determined by an effective or higher evaluation rating and inclusion on the attached list (*see below Section D*).

    d. The differential for the 2026-2027 school year shall be as follows:
        - Eligible Instructional Employees: **$2,000**
        - Eligible Paraprofessional Employees: **$750**

    e. National Board Certified Teachers who teach in Designated Schools of Need shall receive an additional salary supplement of $4500.

    f. The first semester payment will occur on or before December 18, 2026. The second semester payments will continue to be made regularly, on a biweekly basis, beginning February 26, 2027, through the end of the 2026-2027 school year. Staff must be hired prior to FTE survey 2, date certain (October 9, 2026), complete the entire semester, and be in an active status at the time of payment. Employees hired after survey 2 and prior to survey 3 will receive 2nd semester payment.

    g. This salary supplement shall be designated FRS eligible and subject to FRS review. Should this salary supplement no longer be eligible due to FRS review, the District shall immediately inform HCTA and communicate to all impacted employees the explanation and impact to their FRS.

D. CRITERA FOR PARAPROFESSIONAL STAFF AT DESIGNATED SCHOOLS OF NEED

1. The parties acknowledge that certain paraprofessional positions assigned to Schools of Need have historically received the supplemental compensation provided under the Schools of Need Memorandum of Understanding.
2. The parties agree that paraprofessional positions that have historically received the Schools of Need supplemental payment shall continue to receive such payment, and there is no intent or agreement to remove or exclude any previously eligible paraprofessional positions from this compensation.
3. Eligibility of certain paraprofessional positions for the supplemental payment shall be based on the nature of the assignment and past practice, and shall not be eliminated or avoided through changes in job titles, position numbers, location assignment of positions, or minor modifications to job descriptions.
4. If questions arise regarding whether a paraprofessional position is eligible for the Schools of Need supplemental payment, the District and HCTA shall meet and discuss the position in question prior to any change in compensation eligibility in order to determine the most appropriate resolution consistent with the intent of this agreement and historical practice.
5. Nothing in this section shall be interpreted to reduce or eliminate compensation previously provided to paraprofessional employees under prior Schools of Need agreements.

E. <u>ELIGIBILITY CRITERA FOR DESIGNATED SCHOOLS OF NEED</u>

1. The parties agree that for a school to be considered a Designated School of Need the school must meet the following criteria:
    - Be a Title 1 school not currently served in the Transformation Network and,
    - Have a 2025 percentage or a 2-year average percentage meeting Tier 1 Direct Certified (71% or higher) and,
    - Have a 2025 School Grade of a fragile C or D
        - *Elementary - Percent of total possible points average of 47 points or lower*
        - *Middle/High – Percent of total possible points average of 50 points or lower*
    - A school with a fragile D school grade within the prior 2-years may also be included even if it does not meet the 2-year average percentage meeting Tier 1 Direct Certified (71% or higher).

2. The parties agree that any additions that may need to be made to the list of Designated Schools during the 2026-2027 school year shall be made by mutual agreement.

2026-2027 DESIGNATED SCHOOLS OF NEED

School Name	School Type	Title 1 Eligible	Two-Year average (2024-2026) % Direct Certified (RANK & SERVE)	2025 School Grade
CHAMBERLAIN HIGH SCHOOL	Senior High	Y	71.15%	C (46%)
CLAIR-MEL ELEMENTARY SCHOOL	Elementary	Y	83.92%	C (46%)
DOWDELL MIDDLE SCHOOL	Middle	Y	76.29%	C (45%)
DOVER ELEMENTARY SCHOOL	Elementary	Y	79.85%	C (43%)
LEWIS ELEMENTARY SCHOOL	Elementary	Y	71.30%	C (44%)
MEMORIAL MIDDLE SCHOOL	Middle	Y	77.50%	C (47%)
MULLER ELEMENTARY MAGNET SCHOOL	Elementary	Y	77.04%	C (43%)
*REDDICK ELEMENTARY SCHOOL	Elementary	Y	*68.87%	*C (49%)
SCHMIDT ELEMENTARY SCHOOL	Elementary	Y	76.86%	C (45%)
THONOTOSSASSA ELEMENTARY SCHOOL	Elementary	Y	81.27%	C (47%)
TWIN LAKES ELEMENTARY SCHOOL	Elementary	Y	78.71%	C (42%)
WILSON ELEMENTARY SCHOOL	Elementary	Y	75.02%	D (40%)
WIMAUMA ELEMENTARY SCHOOL	Elementary	Y	81.09%	D (39%)

**Reddick Elementary School received a 2024 School Grade of a D (39 points)*

Kelly King,
General Manager of Employee Relations
Hillsborough County Public Schools

5/6/2026
Date

Brittni Wegmann,
Executive Director
Hillsborough Classroom Teachers Association

5/6/2026
Date

MEMORANDUM of UNDERSTANDING

Educational Support Professional Micro-Credential Payment
2026-2027

The School Board of Hillsborough County ("Board") and the Hillsborough Classroom Teachers Association ("HCTA") recognize the value of continued professional learning and the additional time, effort, and commitment our Educational Support Professionals undertake to strengthen their knowledge and skills.

The parties further recognize that supporting meaningful professional learning enhances employee growth, strengthens the services provided to students and schools, and creates opportunities for ESP employees to expand their professional knowledge and career pathways.

A micro-credential is a competency-based recognition that allows an employee to demonstrate mastery of specific knowledge, skills, or competencies within a particular area of inquiry related to their job within the school. Micro-credentials may also provide opportunities for employees to earn Inservice hours applicable toward instructional positions, where appropriate.

Therefore, the Board and HCTA agree to the following:

1. Any ESP bargaining unit employee who successfully completes an approved micro-credential during the 2026-2027 School Year shall be eligible for a one-time payment of $250 for each completed micro-credential not to exceed $500 per employee. Completion of the micro-credential is intended to support reflective practice and shall not interfere with the regular workday or duties of the employee.

2. To receive payment, the employee must submit appropriate documentation or a certificate verifying successful completion of the micro-credential in accordance with District procedures no later than May 30, 2027.

3. The $250 payment shall be issued one time upon completion and submission of evidence of completion for each approved micro-credential, but no later than June 30, 2027.

4. An employee shall not receive additional or recurring payments for micro-credentials completed prior to the 2026-2027 school year.

5. An employee shall not receive additional or recurring payments for the same micro-credential completed in the 2026-2027 school year in future years.

6. Employees may receive a separate $250 one-time payment for each different approved micro-credential successfully completed and properly documented during the 2026-2027 school year.

7. The School Board shall be limited to awarding no more than a total of forty (40) micro-credentials successfully completed and submitted by any Paraprofessional or Clerical bargaining unit employees for the 2026-2027 year for a total combined payout of no more than $10,000.

This Memorandum of Understanding shall become effective upon ratification by both parties and shall sunset June 30, 2027, unless renewed in the future by mutual agreement of the Board and HCTA.

Kelly King	9/4/2026	Brittni Wegmann	9/4/2026
Kelly King Chief Negotiator Hillsborough County Public Schools	Date	Brittni Wegmann Chief Negotiator Hillsborough Classroom Teachers Association	Date

Hillsborough County PUBLIC SCHOOLS
Preparing Students for Life

HCTA

MEMORANDUM OF UNDERSTANDING

2027 HEALTH INSURANCE PREMIUM CONTRIBUTIONS

This Memorandum of Understanding ("MOU") is entered into by and between the School Board of Hillsborough County ("Board" or "District") and the Hillsborough Classroom Teachers Association ("HCTA"), representing the Instructional and Educational Support Professional ("ESP" – to include Paraprofessional & Clerical) bargaining units, collectively referred to as "the Parties."

Pursuant to Sections 24.1.1 and 24.1.7 of the Collective Bargaining Agreement, the parties agree this MOU documents the agreement by the parties regarding health insurance rates for the comprehensive medical insurance program for the 2027 insurance plan year.

1. The 2027 health insurance rates reflected below are the result of the collaborative work and recommendations of the Hillsborough County Public Schools Insurance Committee (ESP 24.5). The Committee reviewed the health plan's financial position, projected claims and expenses, and other factors affecting the cost of providing health insurance benefits to employees and their eligible dependents.

2. Following this review and discussion on May 6, 2026, the Insurance Committee reached consensus on the recommended 2027 health insurance rates. The parties agree these rates will be effective January 1, 2027, and will remain in effect for the 2027 plan year, subject to any changes required by law, or other applicable provisions and collective bargaining governing the health plans.

3. The following employee and Board premium contributions shall apply for the insurance plan year beginning January 1, 2027, and ending December 31, 2027:

2027 Medical Rates

		Monthly Costs		20-Pay Costs		25-Pay Costs	
Medical Option	Tier	Board Paid Monthly Rate	Employee Monthly Contributions	HCP$ 20-Pay Contributions	EE 20-Pay Contributions	HCP$ 25-Pay Contributions	EE 25-Pay Contributions
HMO	Employee Only	$1,409.13	$157.88	$845.48	$94.73	$676.38	$75.78
	Employee + Spouse	$2,318.84	$971.88	$1,391.30	$583.13	$1,113.04	$466.50
	Employee + Child(ren)	$2,106.59	$870.73	$1,263.95	$522.44	$1,011.16	$417.95
	Employee + Family	$3,533.15	$1,465.61	$2,119.89	$879.37	$1,695.91	$703.49
High PPO	Employee Only	$1,275.60	$82.47	$765.36	$49.48	$612.29	$39.59
	Employee + Spouse	$2,039.68	$812.27	$1,223.81	$487.36	$979.05	$389.89
	Employee + Child(ren)	$1,854.01	$726.33	$1,112.41	$435.80	$889.92	$348.64
	Employee + Family	$3,117.29	$1,214.97	$1,870.37	$728.98	$1,496.30	$583.19

Low PPO	Employee Only	$1,044.67	$0.00	$626.80	$0.00	$501.44	$0.00
	Employee + Spouse	$1,532.08	$661.73	$919.25	$397.04	$735.40	$317.63
	Employee + Child(ren)	$1,393.98	$590.90	$836.39	$354.54	$669.11	$283.63
	Employee + Family	$2,344.85	$987.65	$1,406.91	$592.59	$1,125.53	$474.07
Value PPO	Employee Only	$1,006.76	$0.00	$604.06	$0.00	$483.24	$0.00
	Employee + Spouse	$1,739.19	$375.00	$1,043.51	$225.00	$834.81	$180.00
	Employee + Child(ren)	$1,579.51	$333.33	$947.71	$200.00	$758.16	$160.00
	Employee + Family	$2,653.22	$558.33	$1,591.93	$335.00	$1,273.55	$268.00

4. For 2028, the Parties agree that the Insurance Committee will continue to convene for the purpose of reviewing the health plan's financial position, projected claims and expenses, and other factors affecting the cost of providing health insurance benefits to employees and their eligible dependents to enter into an MOU.

This MOU shall be effective January 1, 2027, through December 31, 2027.

Kelly King 9/4/2026

Kelly King Date
Chief Negotiator
Hillsborough County Public Schools

9/4/2026

Brittni Wegmann Date
Chief Negotiator
Hillsborough Classroom Teachers Association

Appendix C: Salary Schedules & Supplement

2026-2027 INSTRUCTIONAL SUPPORT SALARY SCHEDULE (NI_ESP)

FY2627 HCPS Instructional Support - NI-ESP Salary Schedule																									
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
16	15.4516	15.6834	15.9186	16.1575	16.3998	16.6457	16.8955	17.1489	17.4061	17.6673	17.9322	18.2012	18.4743	18.7514	19.0327	19.3182	19.6079	19.9019	20.2005	20.5034	20.8111	21.1233	21.4401	21.7618
17	15.7607	15.9971	16.2370	16.4806	16.7277	16.9787	17.2334	17.4918	17.7542	18.0205	18.2909	18.5653	18.8437	19.1264	19.4133	19.7044	20.0001	20.2999	20.6046	20.9136	21.2272	21.5457	21.8688	22.1969
18	16.0759	16.3170	16.5617	16.8101	17.0623	17.3182	17.5781	17.8416	18.1093	18.3809	18.6566	18.9365	19.2206	19.5090	19.8015	20.0985	20.4001	20.7060	21.0166	21.3319	21.6518	21.9766	22.3062	22.6409
19	16.3973	16.6433	16.8929	17.1464	17.4036	17.6647	17.9296	18.1986	18.4716	18.7486	19.0299	19.3152	19.6050	19.8990	20.1976	20.5005	20.8081	21.1201	21.4370	21.7585	22.0849	22.4161	22.7524	23.0937
20	16.7253	16.9761	17.2309	17.4893	17.7517	18.0178	18.2881	18.5626	18.8410	19.1235	19.4105	19.7016	19.9971	20.2970	20.6016	20.9105	21.2241	21.5426	21.8656	22.1936	22.5267	22.8644	23.2074	23.5555
21	17.0598	17.3157	17.5754	17.8392	18.1067	18.3783	18.6539	18.9338	19.2177	19.5059	19.7987	20.0955	20.3971	20.7030	21.0136	21.3288	21.6487	21.9734	22.3030	22.6375	22.9772	23.3217	23.6715	24.0266
22	17.4009	17.6619	17.9270	18.1958	18.4689	18.7458	19.0269	19.3124	19.6022	19.8961	20.1946	20.4975	20.8049	21.1172	21.4338	21.7554	22.0817	22.4129	22.7491	23.0902	23.4366	23.7882	24.1450	24.5071
23	17.7490	18.0152	18.2855	18.5598	18.8381	19.1207	19.4075	19.6987	19.9942	20.2941	20.5985	20.9074	21.2211	21.5394	21.8625	22.1904	22.5233	22.8611	23.2041	23.7392	24.5512	24.9422	25.1227	25.6239
24	18.1041	18.3756	18.6512	18.9309	19.2149	19.5031	19.7958	20.0926	20.3940	20.7000	21.0104	21.3257	21.6455	21.9933	22.4710	22.9021	23.4084	23.8445	24.3257	24.8269	25.3031	25.8294	26.3106	26.8470
25	18.3756	18.7431	19.0242	19.3096	19.5992	19.8932	20.1917	20.5044	20.9523	21.3683	21.7944	22.2605	22.6816	23.1427	23.5788	24.0951	24.5412	25.0475	25.5387	26.0299	26.5663	27.1176	27.6590	28.2154
26	18.7431	19.1180	19.5185	19.9247	20.3006	20.7267	21.1227	21.5538	21.9898	22.4059	22.8570	23.3432	23.7843	24.2655	24.7517	25.2630	25.7492	26.2555	26.8018	27.3332	27.8795	28.4359	29.0023	29.5637
27	19.7060	20.1001	20.4711	20.8971	21.3081	21.7342	22.2004	22.6214	23.0826	23.5337	23.9848	24.4961	24.9873	25.4485	25.9798	26.5061	27.0274	27.5637	28.1251	28.6916	29.2680	29.8545	30.4359	31.0474
28	20.6643	21.0776	21.5437	21.9548	22.3758	22.8269	23.2831	23.7643	24.2354	24.7217	25.2029	25.7292	26.2254	26.7567	27.2931	27.8244	28.4008	28.9472	29.5286	30.1301	30.7367	31.3532	31.9647	32.6063
29	21.7012	22.1352	22.6014	23.0675	23.4986	23.9698	24.4610	24.9422	25.4234	25.9347	26.4810	26.9973	27.5337	28.0951	28.6615	29.2229	29.8294	30.3758	31.0123	31.6239	32.2805	32.9071	33.5838	34.2454
30	22.7921	23.2480	23.7342	24.2054	24.6765	25.1628	25.7041	26.1953	26.7267	27.2630	27.7943	28.3708	28.9171	29.4835	30.0750	30.6865	31.3031	31.9296	32.5662	33.2128	33.8845	34.5462	35.2529	35.9597
31	23.9027	24.3808	24.9021	25.3733	25.8846	26.4309	26.9322	27.4886	28.0299	28.5713	29.1878	29.7492	30.3206	30.9372	31.5537	32.1803	32.8469	33.4835	34.1702	34.8569	35.5537	36.2454	36.9822	37.7191
32	25.1657	25.6690	26.1502	26.6866	27.2379	27.7642	28.3407	28.8870	29.4685	30.0550	30.6514	31.2730	31.8996	32.5211	33.1878	33.8394	34.5211	35.2078	35.9196	36.6364	37.3632	38.1301	38.8669	39.6539
33	26.3893	26.9171	27.4234	27.9798	28.5362	29.1477	29.7091	30.2956	30.9071	31.5236	32.1502	32.8168	33.4384	34.1301	34.8018	35.5186	36.2053	36.9421	37.6790	38.4108	39.2028	39.9897	40.7867	41.6088
34	27.7211	28.2755	28.8419	29.4184	30.0048	30.6164	31.2028	31.8394	32.4910	33.1176	33.7642	34.4810	35.1426	35.8594	36.5913	37.2980	38.0399	38.8018	39.5687	40.3907	41.1927	42.0098	42.8368	43.7040
35	29.0725	29.6540	30.2755	30.8620	31.4986	32.1051	32.7617	33.4183	34.1000	34.7717	35.4735	36.1652	36.8870	37.6288	38.3757	39.1627	39.9346	40.7366	41.5737	42.3807	43.2378	44.0799	44.9822	45.8794
36	30.5419	31.1527	31.7742	32.4158	33.0625	33.7191	34.4158	35.0825	35.7842	36.5060	37.2329	37.9847	38.7266	39.5135	40.2855	41.1175	41.9446	42.7667	43.6338	44.4709	45.4183	46.2854	47.2127	48.1701
37	32.0800	32.7216	33.3782	34.0449	34.7366	35.4033	36.1201	36.8519	37.5887	38.3356	39.1075	39.8845	40.6714	41.4985	42.3256	43.1777	44.0348	44.9170	45.8042	46.7315	47.6589	48.5962	49.6037	50.5862
38	33.6771	34.3507	35.0223	35.7241	36.4609	37.1677	37.8945	38.6765	39.4384	40.2454	41.0524	41.8694	42.7115	43.5436	44.4208	45.3280	46.2353	47.1225	48.0749	49.0674	50.0248	51.0473	52.0498	53.0974

2026-2027 INSTRUCTIONAL SUPPORT ONE-TIME PAYMENTS

Position	Amount
Data Processor	2% of Salary*
Highly Qualified Para Pro	2% of Salary*
Professional Learning Stipend	$11/Hour*

*Data processors and Highly Qualified Para Pro employees receive payment equal to 2% of their salary (1% paid in December, and 1% paid in May).

*Any District offered professional learning for Educational Support Professionals that offers a payment/stipend shall be paid at minimum wage ($11.00 per hour)

2026-2027 ECONOMIC AGREEEMNT
FOR THE EDUCATIONAL SUPPORT PROFESSIONAL BARGAINING UNITS
BETWEEN HILLSBOROUGH COUNTY PUBLIC SCHOOLS
AND THE HILLSBOROUGH CLASSROOM TEACHERS ASSOCIATION

This agreement is made on this 4th day of September 2026, by and between the Hillsborough County Public Schools ("HCPS" or the "District") and the Hillsborough Classroom Teachers Association ("HCTA" or the "Union") representing both Educational Support Professional Bargaining Units (ESP) hereinafter collectively referred to as "the Parties."

The Parties mutually agree to the following:

1. Effective July 1, 2026, eligible employees in the ESP bargaining units shall be credited with one year of experience and shall advance one (1) level on their respective pay grade on the Instructional Support Salary Schedule. Eligible employees must have worked half year plus a day and have an effective evaluation for the 2025-2026 school year.
2. Effective July 1, 2026, eligible ESP employees at the top of their respective paygrade (level 24) who do not receive a level increase shall receive an FRS eligible one-time top level payment of one thousand five hundred dollars ($1,500). Eligible employees must have worked half a year plus a day and have an effective evaluation for the 2025-2026 school year.
3. Effective July 1, 2026, the Board agrees to regrade the Department Representative (Job Code 51314) from paygrade twenty-five (25) to pay grade twenty-six (26) on the Instructional Support Salary Schedule.
4. The Board agrees to pay the full cost of an employee-only health insurance premium, for a designated health plan offered by the Board for Clerical unit and Paraprofessional unit employees in accordance with 24.1.1.
5. The Board will pay the cost of fingerprinting monitoring fees for Clerical unit and Paraprofessional unit employees in accordance with 24.6.1.

Executed on this 4th day of September 2026

Kelly King, Chief Negotiator HCPS

Rob Kriete, President, HCTA

Brittni Wegmann, Chief Negotiator, HCTA

Appendix D: ESP Evaluation Tool

Hillsborough County PUBLIC SCHOOLS
Preparing Students for Life

HCTA ESP/NON-REPRESENTED EMPLOYEE EVALUATION

☐ Annual Evaluation ☐ Probationary/Promotional Period ☐ Career Observation Rating Period: _____ to _____

Employee Type: ☐ HCTA ESP-Represented Employee ☐ Non-Represented Employee

Employee Name: _____ Lawson Number: _____

Position: _____ Job Code: _____

Work Site: _____ Site Number: _____

Rating Scale:

Highly Effective (HE) = 4 points	Effective (E) = 3 points	Needs Improvement (NI) = 2 points	Unsatisfactory (U) = 1 point
Examples of performance: • Employee significantly and consistently exceeds expectations and requirements • Exceeds goals set for the year • Demonstrates exceptional depth and breadth of role knowledge, highly recognized by others • Demonstrates role model behavior for others to emulate	*Examples of performance:* • Employee regularly meets and sometimes exceeds expectations and requirements • Meets goals for the year • Possesses full depth and breadth of role knowledge • Perceived by others as collaborative, skilled, and reliable • Consistently interacts effectively with others	*Examples of performance:* • Employee has not yet mastered key job responsibilities • Inconsistently demonstrates or may be learning the required role knowledge and does not yet fully perform all requirements/duties • Work is sometimes incomplete and/or does not meet the minimal standards for quantity or quality • Takes limited initiative • Requires more than the expected level of supervision due to lower quality work or level of learning required to complete role successfully • Inconsistent interactions with others	*Examples of performance:* • Employee does not meet expectations, despite ample time in the position to do so • Does not meet goals for the year • Does not demonstrate role knowledge; does not effectively perform all requirements/duties • Work is often incomplete and/or does not meet the minimal standards for quantity and quality • Takes little to no initiative, even when prompted • Requires significant supervision due to lower quality work • Negative interactions with others

A conference between the employee and supervisor/principal about the performance rated below will be held.

Employee Directions: To complete a self-evaluation, mark ratings and sign/date below.
**Supervisor/principal comments required for Highly Effective (HE) and Unsatisfactory (U) ratings.*

I. General Performance	Self					Supervisor			
	HE	E	NI	U		HE*	E	NI	U*
a. Selects, uses, and maintains district equipment/property appropriately	4	3	2	1		4*	3	2	1*
Comments:									
b. Completes routine work with minimal supervision	4	3	2	1		4*	3	2	1*
Comments:									
c. Demonstrates technical knowledge/skill to perform job	4	3	2	1		4*	3	2	1*
Comments:									
d. Completes assignments accurately	4	3	2	1		4*	3	2	1*
Comments:									
e. Completes assignments in a timely manner	4	3	2	1		4*	3	2	1*
Comments:									
f. Demonstrates initiative and dependability	4	3	2	1		4*	3	2	1*
Comments:									
g. Communicates effectively with all stakeholders	4	3	2	1		4*	3	2	1*
Comments:									
h. Follows all district and site-based policies and procedures	4	3	2	1		4*	3	2	1*
Comments:									
i. Follows all safety practices and guidelines	4	3	2	1		4*	3	2	1*
Comments:									
Total *(maximum of 36 points each for Self and Supervisor section):*	_____ / 36					_____ / 36			
Overall Section Comments:									

CONFIDENTIAL INFORMATION
Distribution: Employee, Supervisor/Principal, Human Resources
SB70630 (Rev. 01/20/2022)

II. Reliability and Work Ethic	Self					Supervisor			
	HE	E	NI	U		HE*	E	NI	U*
a. Adheres to uniform/dress expectations for assignment	4	3	2	1		4*	3	2	1*
Comments:									
b. Is professionally dressed and groomed	4	3	2	1		4*	3	2	1*
Comments:									
c. Is regular in attendance	4	3	2	1		4*	3	2	1*
Comments:									
d. Is punctual	4	3	2	1		4*	3	2	1*
Comments:									
e. Accepts instruction	4	3	2	1		4*	3	2	1*
Comments:									
f. Responds appropriately to constructive feedback	4	3	2	1		4*	3	2	1*
Comments:									
g. Demonstrates appropriate control in the presence of staff and/or students	4	3	2	1		4*	3	2	1*
Comments:									
Total *(maximum of 28 points each for Self and Supervisor section)*:	_____ / 28					_____ / 28			
Overall Section Comments:									

Overall Total *(maximum 64 points each for Self and Supervisor section)*:	_____ / 64		_____ / 64

Employee Directions: To complete your Self-Evaluation, sign and date below:

Employee Signature: _____ Self-Evaluation Date: _____

Evaluator Comments

FINAL EVALUATION RATING *(Based on Overall Total points)*

☐ Highly Effective *(54 – 64 points)*

☐ Effective *(40 – 53 points)*

☐ Needs Improvement *(24 – 39 points)*

☐ Unsatisfactory *(16 – 23 points)*

Principal/Supervisor Signature: _____ Date: _____

I have had a face-to-face review of this evaluation with my Supervisor/Principal. My signature below does not necessarily imply agreement with the evaluation. I understand that I have the option to submit an addendum to the evaluation.

Employee Signature: _____ Date: _____

CONFIDENTIAL INFORMATION
Distribution: Employee, Supervisor/Principal, Human Resources
SB70630 (Rev. 01/20/2022)

Appendix E: Forms

PLACE HOLD FOR RECLASSIFICATON REQUEST FORM

The parties agree that, upon completion and mutual agreement on an updated Position Reclassification Request Form, the finalized form with SB# shall be incorporated into Appendix F.

INDEX

SUBJECT	SECTION	PAGE
Absence from Duty	17.2	34
Absences, Excessive	13.3.1s	28
Access to Computers	18.17	47
Access	23.10	57
Accident and Illness in Line of Duty	17.8	39
Accountability	18.13	47
Administrative Review	23.7	57
Administrative Transfer	15.2	31
Maternity/Adoption Leave	17.17	44
Advertisement of Vacancies	15.1.5	30
Agreement/Expiration Date	27	61
Concurrent Appointments	7.5	19
Extended Year Program Appointments	7.6	19
Half-Time ESP Employees	7.2	18
New Employee Requirements	2	8
Restricted Appointments	7.4	19
Substitute ESP Employees	7.3	18
Para Employees Acting as Sub Teachers	7.7	19
Temporary Appointments	7.1	17
ESP Assault	20.1	48
Personal Injury Benefits from Assaults	24.2	58
Assignment Changes	9.2.11	21
Assignments	18.1	44
Assignments, Transition Time Between	18.7.3	46
H.C.T.A. Activities	23.2	55
Convention	23.5	57
ASSOCIATION RIGHTS	**23**	**55**
Attendance – Sign in/out Procedures	9.2.13	21

SUBJECT	SECTION	PAGE
Bargaining Team	23.6	57
Bargaining Unit Members - Job Titles	1.2.2	5
Bereavement Leave – See: Funeral Leave	17.3	35
Breaks - Overtime	9.3.2	21
Breaks – Regular Duty Hours	9.2	20
Performance Support Plan (PSP)	12.3	24
Performance Support Plan - Timelines	12.3.3	26
Cash Bookkeeping Safety	19.4	48
Testing and Qualifying	5	14
Clerical Bargaining Unit	1.2.2	5
Compensatory Time - Clerical	6.2.1	16
Compensatory Time - Open House	18.2.2	45
Compensatory Time - Paraprofessional	6.2.2	17
Computers, Access To	18.17	47
Conference Day - Hours	18.12	47
Consolidation Transfer	15.4	33
Convention - Annual Association	23.5	57
County Committees - ESP Representation	18.5	45
Jury Duty or Court Witness	17.9	41
Criminal Record Check	2.3	9
Association Rights	23	55
Definitions	1.5	8
Demotion - Disciplinary Procedure	13.3	27
Demotion - Salary Change	6.1.6	15
Dining Facilities	19.2	48
Disciplinary Procedures	13	26
Dress Code	18.16	47

SUBJECT	Section	PAGE
Drug and Alcohol-Free Workplace & Substance Abuse	3	10
Drug Policy	3.1	10
Drug Rehabilitation/Disciplinary Action	3.3	12
Drug Testing	3.2	11
Dues - Payroll Deduction	23.4	56
Educational Leave	17.16	43
Email, Access to Computer	18.17	47
Employment Processing	2.1	8
ESP - Definition	1.5.1	8
Evaluation - Forms and Procedure	11.3	23
Evaluation - Frequency	11.2	23
Evaluation Procedures	11	23
Evaluation Rater/Reviewer	11.1.2	23
Excessive Absences	13.3.1e	27
Experience Credit - Clerical	8.1.1	19
Experience Credit - Paraprofessional	8.2.1	20
Expiration of Contract	27	61
Extended Year Program - Appointments	7.6	19
Facilities: Parking, Dining, Lounge	19	47
Faculty Lounge	19.3	48
Family Health Care Leave	17.18	44
Family Transfer	15.5	33
Field Trip Expenses	18.14	47
Fingerprinting - New Employees	2.3.2	10
Funeral Leave	17.3	35
Gifts/Personal Profits - Business Related	18.10	46
Grievance - Arbitration Hearing	22.11	55
Grievance - Level I	22.7	52
Grievance - Level II	22.8	53

SUBJECT	SECTION	PAGE
Grievance - Level III	22.9	53
Grievance - Level IV	22.10	54
Pre-Grievance Conference	22.6	52
Grievance Procedure	22	50
Groups - Paraprofessional	1.2.3	6
H.C.T.A. Activities	23.2	55
Health and Life Insurance	24.1	58
Health Leave	17.15	43
Family Health Care	17.18	44
Holidays	10.2	22
Hours - Conference Days	18.12	47
Hours - Non-student Days	9.2.11	21
Hours - Overtime	9.3	21
Hours - Regular	9.2	20
Illness - Student	18.6	45
Illness and Accident in Line of Duty	17.8	39
In-service Meetings, On Site	18.9.2	46
In-service/Training	17.7	39
Insurance - Health and Life	24.1	57
Insurance - Health Leave	17.15.2	43
Insurance - Maternity Leave	17.17.2	44
Insurance/Injury and Fringe Benefits	24	58
Interviews - Within District	5.1.10	15
Job Descriptions	5.1.9	14
Jury Duty Leave	17.9	41
Just Cause for Disciplinary Action	13.1.1	26
Lay-Off - Reduction in Force	16	33
Leave - Absence from Duty	17.2	34
Leave - Educational	17.16	43

SUBJECT	SECTION	PAGE
Leave - Family Health Care	17.18	44
Leave – FMLA, Health	17.15.2	43
Leave – FMLA, Maternity	17.17.2	44
Leave - Funeral	17.3	35
Leave - Health	17.15	43
Leave - Illness/Sick Leave	17.5	36
Leave – In-service	17.7	39
Leave - Jury Duty/Court Witness	17.9	41
Leave - Maternity/Adoption	17.17	44
Leave - Military - Reserve Active Service	17.12	42
Leave - Military - Reserve Active Training	17.11	41
Leave - Military - State/National Emergency	17.14	42
Leave - Military - Voluntary Service	17.13	42
Leave - Personal - Long Term - Without Pay	17.19	44
Leave - Personal - Short Term - Without Pay	17.10	41
Leave - Personal Days - With Pay	17.4	35
Leave - Personal, Outside Employment	17.19.2	44
Leave - Vacation	10.1	22
Leave - Workers' Compensation	17.8	39
Leave, Sick	17.5	36
Leaves	17	34
Leaves - General Principles	17.1	34
Legislative/Professional Days (HCTA)	23.8	57
Level Increases - Movement Requirements	6.1.3	15
Life and Health Insurance	24.1	58
Lunch Hours	9.2	20
Maternity/Adoption Leave	17.17	44
Medical Examination - Head Start Program	2.2.3	9
Medical Examination - New Employee	2.2.1	9

SUBJECT	SECTION	PAGE
Medical Examination -Special Circumstances	2.2.2	9
Medication - Student	18.6.2	45
Membership Solicitation	23.9	58
Military Leave - Reserve Active Service	17.12	42
Military Leave - Reserve Active Training	17.11	42
Military Leave - State/National Emergency	17.14	42
Military Leave - Voluntary Service	17.13	42
Money Items	27.1	61
New Employee Requirements	2	8
New School Transfer	15.4	33
Non-Money Items	27.1	61
Open House - Attendance	18.2.2	45
Outside Employment While On Leave	17.19.2	44
Overtime - Compensation - Clerical	6.2.1	16
Overtime - Compensation - Paraprofessional	6.2.2	17
Overtime - Duty Time	9.3	21
Paraprofessional Bargaining Unit	1.2.3	6
Paraprofessional Groups	1.2.3	6
Paraprofessional Supervision	18.7	46
Parking Areas	19.1	47
Parties to the Agreement	1.1	5
Paternity Adoption Leave	17.17.4	44
Payroll Deduction	23.4	56
Personal Leave - Long Term - Without Pay	17.19	44
Personal Leave - Short Term - Without Pay	17.19	44
Personal Leave Days - With Pay	17.4	35
Personal Profits - Gifts - Business Related	18.10	46

SUBJECT	SECTION	PAGE
Personnel Files	21	49
Pool Placement - Unit Loss	15.3.8	32
Pre-Grievance Conference	22.6	52
Privacy of Discussion	18.3	45
Probationary Period	12.1	24
Probationary Period - Promotions	12.2.3	24
Promotion - Salary Change	6.1.6	15
Promotional Observation Period	12.2.2	24
Qualifying, Testing, and Certifying	5	14
Reassignment to Previous Classification	12.2.3	24
Reclassification	4	13
Reclassification - Approved Reclassifications	4.3	13
Reclassification - Association Review	4.2	13
Reclassification - Definition	1.5.2	8
Reclassification - Procedure	4.1	13
Reclassification - Salary Change	6.1.7	16
Recognition	1	5
Recruiting	5.1.3	14
Reduction in Force - Lay-Off and Reemployment	16	33
Regrading - Definition	1.5.3	8
Regrading - Procedure	6.1.9	16
Regarding - Salary Change	6.1.7	15
Representation Rights	22.3	51
Resignation Procedures	25.3	60
Restricted Appointments	7.4	19
Retirement Benefits	25	59
Rights - Association	23	55
Rights/Responsibilities - ESP	18	45
Safety of Cash	19.4	48

SUBJECT	SECTION	PAGE
Safety of ESP	20.2	49
Safety of Students	20.2	49
Safety of Students - Duty Assignments	18.7.2	47
Salary	6	15
Salary - Promotions/Demotions	6.1.7	15
Salary - Provisions	6.1	15
Savings Clause	26	60
School Choice	18.15	47
School Improvement Plan/Accountability	18.13	47
School Property	18.4	45
Seniority	14	30
Sick Leave	17.5	36
Sick Leave Bank	17.6	37
Sign In/Out Procedures	9.2.13	21
Staff Meetings	18.9	46
Steering Committee - School	18.11	47
Step Increases - Movement Requirements	6.1.3	15
Student Discipline	20.2.5	49
Student Illness	18.6	45
Student Medication	18.6.2	45
Substitute Appointments	7.3	18
Substitute Teacher - ESP Acting as	7.7	19
Summer School - Salary	6.1.2	15
Summer School (Extended Year) - Appointments	7.6	19
Supervision of Paraprofessionals by Teachers	18.7	46
Suspension - Disciplinary Procedure	13.3	27
Temporary Appointments	7.1	17
Terminal Pay	25.1	59
Termination - Disciplinary Procedure	13.3	27

SUBJECT	SECTION	PAGE
Testing, Qualifying, and Certifying	5	14
Transfer - Administrative	15.2	31
Transfer - Family	15.5	33
Transfer - Lateral - Salary Change	6.1.6	15
Transfer - New School/Consolidation	15.4	33
Transfer - Unit Loss	15.3	31
Transfers - General Principles	15.1	30
Transporting Students	18.8	46
Unit Loss Transfer	15.3	31
Vacancies - Advertisement of	15.1.5	30
Vacation Leave	10.1	22
Voluntary Activities	18.2	45
Voluntary Demotions – Performance Support Plan	12.2.1	24
Voluntary Demotions - New Classification	6.1.6	15
Workday Hours	9.2	20
Work Schedules - Clerical	9.2.2	20
Work Schedules - Paraprofessional	9.2.11	21
Work Year	9.1	20
Workers' Compensation	17.8	39
Workers' Compensation - Benefits	24.3	59