

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



**MEMORANDUM of UNDERSTANDING**

**Teacher Transfers: Sixth Grade Unit Loss**

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree when unit loss occurs for sixth grade teachers, the procedures in 11.4.6D shall be followed, and 11.4.11 shall be eliminated.

---

Mark West \_\_\_\_\_ Date  
Chief Negotiator  
School District of Hillsborough County

---

Stephanie Baxter-Jenkins \_\_\_\_\_ Date  
Chief Negotiator  
Hillsborough Classroom Teachers Association

## MEMORANDUM of UNDERSTANDING

### Initial Transfer Period Per 11.2.2

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to alter 11.2.2 of the teacher contract as noted below. This change is intended as a pilot for the 2014-15 school year only.

11.2.2 An initial transfer period of at least ~~three~~ **two** weeks in the spring prior to the end of the regular school year **and prior to conducting pools** will be established after units have been allocated in the spring and administrators have listed their staffing needs with the Division of Human Resources.

---

Mark West  
Chief Negotiator  
School District of Hillsborough County

Date

---

Stephanie Baxter-Jenkins  
Chief Negotiator  
Hillsborough Classroom Teachers Association

Date

## MEMORANDUM of UNDERSTANDING

### Charter Leaves

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree the following language regarding Charter Leaves shall be included in the HCTA contract.

#### 12.21.5

Charter leave without pay shall be granted for one year to accommodate employment at a Hillsborough County charter school. The teacher must attach documentation of an employment contract with the charter school along with their request for leave. If employment with the charter school ends prior to the end of the approved leave, it is the responsibility of the teacher to immediately notify Human Resources of that change. Non-compliance may result in termination from employment.

#### 12.21.6

Teachers returning from charter leave will be placed in the spring second pool of their former pool category.

#### 12.21.7

A teacher returning from charter leave shall provide Human Resources with a completed *Instructional Experience Verification for Salary Determination* form prior to the start of the following school year. Failure to provide experience verification may result in termination from employment.

---

Mark West \_\_\_\_\_ Date  
Chief Negotiator  
School District of Hillsborough County

---

Stephanie Baxter-Jenkins \_\_\_\_\_ Date  
Chief Negotiator  
Hillsborough Classroom Teachers Association

## **MEMORANDUM of UNDERSTANDING**

### **Group Health Insurance Benefits for “Domestic Partner” Definition of “Domestic Partner”**

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

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

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

---

Mark West  
Chief Negotiator  
School District of Hillsborough County

Date

---

Stephanie Baxter-Jenkins  
Chief Negotiator  
Hillsborough Classroom Teachers Association

Date

## MEMORANDUM of UNDERSTANDING

### Seniority/Transfers Due to Unit Loss

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to the following teacher contract language changes regarding seniority and transfers due to unit loss. The changes below are intended to comply with recent changes in Florida Law. In the event such law is changed or ruled invalid by a court of the law, the parties agree that the changes below will terminate.

#### 10 SENIORITY

10.1.4 The teacher with the most seniority shall have first option to stay in a position or transfer, with such option extended to all teachers on a diminishing basis until one elects to transfer. ~~or until such time as the teacher with the least amount of seniority is required to transfer.~~ If no election is made then the teacher, if any, with no evaluation score shall be required to transfer. If every teacher has an evaluation score, then the teacher with the lowest evaluation score shall be required to transfer.

#### 11 TRANSFERS

11.4.4 The teacher with the most seniority shall have first option to stay in a position or transfer, with such option extended to all teachers on a diminishing basis until one elects to transfer. ~~or until such time as the teacher with the least amount of seniority is required to transfer.~~ If no election is made then the teacher, if any, with no evaluation score shall be required to transfer. If every teacher has an evaluation score, then the teacher with the lowest evaluation score shall be required to transfer.

11.4.6 When unit loss occurs, the following procedures will be used:

- C. Administrators will identify and notify all teachers in a subject area that will experience a unit loss. Teachers in descending order of seniority may volunteer to have their names submitted for pool placement. If there are no volunteers in the identified area, the ~~teacher with no evaluation score least senior person(s)~~ will be placed in the pool. If every teacher has an evaluation score, then the teacher with the lowest evaluation score will be placed in the pool.

\_\_\_\_\_  
Mark West Date  
Chief Negotiator  
School District of Hillsborough County

\_\_\_\_\_  
Stephanie Baxter-Jenkins Date  
Chief Negotiator  
Hillsborough Classroom Teachers Association

## MEMORANDUM of UNDERSTANDING

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to the following clarification regarding section 3.4.1.

3.4.1 The principal or principal's designee may assign duties necessary for the safety of students, within or beyond the workday. These duties shall be distributed equitably and posted. Elementary ESE teachers in self-contained classrooms shall not be assigned duties of the type referenced in this section for students other than those in their own classroom. Speech/Language pathologists, psychologists, social workers and other ESE staff who handle a high volume of paperwork and reporting (IEPs, billing for Medicaid/insurance, etc.) shall not be assigned duties of the type referenced in this section. The supervision of students allowed to remain on campus prior to the start of the teacher workday and after the end of the teacher workday shall be the responsibility of the administration.

---

Mark West \_\_\_\_\_ Date  
Chief Negotiator  
School District of Hillsborough County

---

Stephanie Baxter-Jenkins \_\_\_\_\_ Date  
Chief Negotiator  
Hillsborough Classroom Teachers Association

## **MEMORANDUM of UNDERSTANDING**

### **Educational Reimbursement Supplement - ERS**

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to the following regarding payment of the Educational Reimbursement Supplement.

1. All instructional employees hired before July 1, 2014, who are on a rank salary schedule will continue to receive rank differential pay in their pay based on their advanced degree. If these employees elect to opt in to the performance salary schedule, they will not be eligible for ERS.
2. All instructional employees who were hired prior to July 1, 2014, who opted into the performance salary schedule and have received an initial ERS supplement, will continue to earn their annual supplements not to exceed four payments, with the exception of any employee who receives a less than effective evaluation score or is not renominated for an additional year of service.
3. All instructional employees who opt(ed) into a performance salary schedule and employees hired after July 1, 2015 and placed on a performance scale, who have not received any ERS payment will be eligible for payment under the following circumstances:
  - Advanced degree is conferred as a current HCPS employee
  - Advanced degree is conferred in any area of related instruction (Ed leadership will not receive ERS)
  - ERS is only available for one advanced degree.
4. The parties agree that prior to changing any practices in place as to positions for which an advanced degree is required for hire (e.g.: Speech and Language Pathologists, Social Workers, Guidance Counselors, etc.) the parties will confer with relevant supervisors and staff in the respective divisions to gather information. The parties will then jointly agree on a practice going forward.
5. All employees who have received ERS payments will continue to receive payment on or about May 23, 2015. New ERS payments will be paid out after final evaluation scores are released, provided the employee is still employed by the District.

---

Mark West  
Chief Negotiator  
School District of Hillsborough County

Date

---

Stephanie Baxter-Jenkins  
Chief Negotiator  
Hillsborough Classroom Teachers Association

Date



## MEMORANDUM of UNDERSTANDING

### Tobacco Free Environment – Task Force

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

*HCPS – Board policy 1215, 3215, 4215, 5512, 7437*

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

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

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

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

---

Mark West  
Chief Negotiator  
School District of Hillsborough County

Date

---

Stephanie Baxter-Jenkins  
Chief Negotiator  
Hillsborough Classroom Teachers Association

Date



## MEMORANDUM of UNDERSTANDING

### Extended School Year and Extended Learning Program Salary

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree to the following language changes to the teacher contract regarding salary for Extended School Year and Extended Learning Program assignments for the 2014-15 school year and summer 2015.

- 17.6.2 Salary for the **Extended School Year (ESY)** and **Extended Learning Program (ELP)** shall be ~~equal to the hourly salary received during the regular school year immediately prior to the beginning of~~ **paid at a fixed rate of \$27 per hour for the number of hours assigned and worked for these programs.**

---

Mark West  
Chief Negotiator  
School District of Hillsborough County

Date

---

Stephanie Baxter-Jenkins  
Chief Negotiator  
Hillsborough Classroom Teachers Association

Date

## **Memorandum of Understanding**

### **ESE Classroom Teacher Bonus**

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree for the 2014-2015 school year to provide an annual \$500 ESE Classroom Teacher Bonus for eligible ESE classroom teachers who maintain a caseload in a primary ESE assignment. Special service personnel who maintain a caseload of ESE students and are responsible for IEPs, including, but not limited to Speech and Language Therapists, are also eligible. The following criteria must be met:

- The individual must have earned a year’s teaching credit, per 17.5.1
- The individual have an effective or highly effective annual evaluation rating
- The individual hold any ESE certification

\_\_\_\_\_  
Mark West    Date  
Chief Negotiator  
School District of Hillsborough County

\_\_\_\_\_  
Stephanie Baxter-Jenkins    Date  
Chief Negotiator  
Hillsborough Classroom Teachers Association

DRAFT FOR RATIONIFICATION

## **MEMORANDUM of UNDERSTANDING Renaissance Schools and Related Payments**

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

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

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

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

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

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

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

Signed:

Signed:

\_\_\_\_\_  
Mark West  
Chief Negotiator  
School District of Hillsborough County

Date

\_\_\_\_\_  
Stephanie Baxter-Jenkins  
Chief Negotiator  
Hillsborough Classroom Teachers Association

Date

DRAFT for RATIFICATION



## MEMORANDUM of UNDERSTANDING

### Salary Determination: New Employees

Hillsborough County Public Schools and Hillsborough Classroom Teachers Association agree beginning July 1, 2015, teachers new to the district or returning to the district after a break in service shall be placed on the new performance salary schedule (P/Q) and given salary credit for experience according to 17.3. Salary Schedules P and Q are performance schedules without tenure as required by Florida law. In the event said law changes or is overturned by a court of competent jurisdiction, the parties agree that this language will terminate.

Teachers hired July 1, 2015, or after who receive a rating other than highly effective or effective for the year shall not receive credit for a year of service for purposes of salary schedules P or Q, but will remain entitled to any cost of living increases negotiated by the union.

All other portions of the teacher contract continue to apply.

\_\_\_\_\_  
Mark West  
Chief Negotiator  
School District of Hillsborough County

Date

\_\_\_\_\_  
Stephanie Baxter-Jenkins  
Chief Negotiator  
Hillsborough Classroom Teachers Association

Date

\*Schedule P is represented on the next page.

## New Performance Salary Schedule

Less than 12 months

Completed Effective Years	Hourly	Annual (198 days)	Grade
0	\$ 23.9899	\$ 38,001	E00
1	\$ 23.9899	\$ 38,001	E01
2	\$ 23.9899	\$ 38,001	E02
<b>3</b>	\$ 26.5152	\$ 42,001	<b>E03</b>
4	\$ 26.5152	\$ 42,001	E04
5	\$ 26.5152	\$ 42,001	E05
<b>6</b>	\$ 29.0405	\$ 46,001	<b>E06</b>
7	\$ 29.0405	\$ 46,001	E07
8	\$ 29.0405	\$ 46,001	E08
<b>9</b>	\$ 31.5657	\$ 50,001	<b>E09</b>
10	\$ 31.5657	\$ 50,001	E10
11	\$ 31.5657	\$ 50,001	E11
<b>12</b>	\$ 34.0910	\$ 54,001	<b>E12</b>
13	\$ 34.0910	\$ 54,001	E13
14	\$ 34.0910	\$ 54,001	E14
<b>15</b>	\$ 36.6162	\$ 58,001	<b>E15</b>
16	\$ 36.6162	\$ 58,001	E16
17	\$ 36.6162	\$ 58,001	E17
<b>18</b>	\$ 39.1415	\$ 62,001	<b>E18</b>
19	\$ 39.1415	\$ 62,001	E19
20	\$ 39.1415	\$ 62,001	E20
<b>21</b>	\$ 41.6667	\$ 66,001	<b>E21</b>
22	\$ 41.6667	\$ 66,001	E22
23	\$ 41.6667	\$ 66,001	E23

DRAFT  
CERTIFICATION

DRAFT



## MEMORANDUM of UNDERSTANDING

### Task Forces/Study Committees

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

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

---

Mark West  
Chief Negotiator  
School District of Hillsborough County

Date

---

Stephanie Baxter-Jenkins  
Chief Negotiator  
Hillsborough Classroom Teachers Association

Date

## MEMORANDUM of UNDERSTANDING

### Electronic Grade Recording Program

In an effort to be more effective in communicating student academic progress, the Hillsborough County Public Schools and the Hillsborough Classroom Teachers Association agree that teachers will use one electronic grade recording program, to:

- Maintain grades in the electronic gradebook during the nine weeks' grading period
- Share grades with parents

The district will use the grades that teachers post in the electronic grade recording program to assign grades to students each nine weeks. This will alleviate the requirement, per 3.14.1 (Grading Materials), of teachers to complete Grade Gathering Documents each grading period.

Signed:

Signed:

---

Mark West \_\_\_\_\_ Date \_\_\_\_\_  
Chief Negotiator  
School District of Hillsborough County

---

Stephanie Baxter-Jenkins \_\_\_\_\_ Date \_\_\_\_\_  
Chief Negotiator  
Hillsborough Classroom Teachers Association