

OUTLINE OF THE CONTRACTUAL AGREEMENT FOR 2016-2017

BETWEEN

THE TOLEDO BOARD OF EDUCATION ("BOARD")

AND

THE TOLEDO FEDERATION OF TEACHERS ("TFT")

It is as a result of the tireless work of the respective negotiating teams and their dedication to the students of the Toledo Public School District that a one-year contract has been agreed upon by TFT and the Board (collectively "the Parties").

The Parties have agreed to certain language items in subcommittee and these items have been approved by the main negotiating table, these items shall be incorporated into the successor agreement for the 2016-2017 school year. Copies of these signed tentative agreements are attached.

The Parties agree upon a financial framework for the 2016-2017 school year that will help to move the District forward and better equip it to compete for the finest talent in the area:

1. Effective at the start of the 2016-17 school year the Board will restore bargaining unit members to the years of experience on the salary schedule where the bargaining unit member would be if his or her years of experience had not been frozen in 2011 and 2012. The Board has already restored one of the two years of service that were frozen; for the purposes of this agreement only, eligible members will advance no more than one additional year of service as a result of restoration. Bargaining unit members whose years of experience were not frozen in 2011 and 2012 are not eligible for additional years of service as a result of restoration. No bargaining unit member will, as a result of this restoration agreement, be placed in a position on the salary schedule ahead of where that member would be as a result of natural progression from their date of hire or initial placement on the salary schedule.
2. Eligible TFT members will also receive an additional year of experience based on their service during the 2015-16 school year (sometimes referred to as the "natural step").
3. Effective July 1, 2016 each TFT member will receive a 2% increase in their then-current "wage" (which includes base salary, hourly rates, PGC payments, Master-in-Field, extra graduate hours, but does not include special service salaries, coaches' salaries).
4. Effective January 1, 2017 each TFT member will receive a 3% increase in their then-current "wage" as defined above.

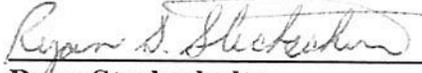
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION ("BOARD")
AND
THE TOLEDO FEDERATION OF TEACHERS ("TFT")

It is hereby agreed between the Toledo Federation of Teachers ("TFT") and the Toledo Board of Education ("the Board") that any member of TFT who is still employed by the Board on May 26, 2016, and who subsequently notifies the Board of their retirement before June 8, 2016, shall receive the one-time cash payment as provided in and according to the Summary of Agreement between TFT and the Board.

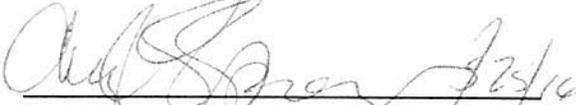
FOR THE BOARD



Dr. Romules Durant 5/20/16
Superintendent **Date**



Ryan Stechschulte 5/25/16
Treasurer **Date**



Cheryl L. Spieldenner 5/25/16
Chief Human Resource Officer **Date**

FOR THE UNION:



Kevin Dalton, President 5/25/16
Toledo Federation of Teachers **Date**

PROVISION OF THE CBA _____

LABOR MANAGEMENT COOPERATIVE COMMITTEE

For the purpose of maintaining communication between TFT and the District (collectively the "Parties"), to solve workplace issues, and to discuss relevant subjects of mutual concern, the Parties agree to establish a Labor Management Committee that meets at least once a quarter. This Committee will consist of three representatives from TFT, as selected by TFT, and three representatives from the District, as selected by the District. The Parties mutually agree to establish the operational terms and conditions of the Committee within thirty (30) days of execution of this Agreement. The Parties also agree that the following, without limitation, are subjects/goals of the Committee:

1. To improve communications between representatives of TFT and TPS management;
2. To provide TFT and TPS management with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
3. To assist TFT members and TPS in solving problems of mutual concern not susceptible to resolution within the collective bargaining process;
4. To engage in research and development programs concerning various aspects of the profession, including, but not limited to, new technologies, professional development, labor relations, and new methods of improving education;
5. To engage in public education and other programs to expand the communities' understanding and engagement of TPS;
6. To engage in any other lawful activities incidental or related to the accomplishment of these purposes and goals.

The Parties agree that the Labor Management Cooperative Committee will work together to identify a funding source to accomplish the subject/goals established by the Committee.

FOR THE BOARD



James R. Gant Date 5/26/16

FOR THE UNION:



Kevin Dalton Date 5/26/16



2016 – TFT Negotiation Item Proposal

CBA: TFT 2008-2010 Substitute Teachers Agreement
 Article: III. REFUSALS — CLASSIFICATIONS - I & II
 Section: D
 Page: 11
 Date Presented: 3/13/16

<p>Current Contract Language:</p> <p>A Class II substitute may refuse an assignment at any time. However, repeated refusals which exceed ten (10) in any school year may result in a Class II substitute being removed from the calling rotation list. The substitute may reapply for substitute status.</p>
<p>Proposed Language:</p> <p>Class II substitutes accept assignments through the automated substitute system. However, if a Class II substitute does not work for a month, they will be removed from active substitute status. The substitute may re-apply for substitute status which would include all pre-employment requirements <u>if not within the same school year</u>. If it is within the same school year, a letter of intent must be submitted to <u>Human Resources</u>.</p>
<p>Rationale and Supporting Evidence:</p> <p>There is no longer a rotation list. All assignments and substitutes are listed in Aesop. Language needs to be aligned with current assignment practice.</p>
<p>Financial Impact:</p> <p>\$0</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>[Signature]</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kevin Dalton
5/24/16
JMK
5/19/16



2016 – TFT Negotiation Item Proposal

CBA: TFT 2008-2010 Substitute Teachers Agreement
 Article: V. Class III Long-Term Assignment
 Section: A
 Page: 14
 Date Presented: 4/13/16

<p>Current Contract Language:</p> <p>Some teaching assignments such as TAPESTRIES, Intern Consultant, or other teachers on special assignment, or any other positions mutually agreed to between the Board and Federation shall be filled by a substitute teacher.</p>
<p>Proposed Language:</p> <p>Some teaching assignments such as TAPESTRIES, Intern Consultant, or other teachers on special assignment, or any other positions mutually agreed to between the Board and Federation shall be filled by a substitute teacher.</p>
<p>Rationale and Supporting Evidence:</p> <p>This language is obsolete; Tapestry no longer exists.</p>
<p>Financial Impact:</p> <p>\$0</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>C. Smith</i>	4-21-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kevin Dalton
5/24/16

[Signature]
5/19/16



2016 – TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: VIII.C Compensation, Sick Leave, Extra Duties
 Page: 25
 Date Presented: 4/13/16

<p>Current Contract Language:</p> <p>C. Travel Pay Class I and Class II substitutes who receive traveling assignments shall be compensated at the rate of three dollars (\$3.00) for each such assignment. Such compensation shall be submitted monthly. Class III substitutes who receive assignments requiring travel shall be compensated quarterly at the rate payable under the regular teachers' contract.</p>
<p>Proposed Language:</p> <p>C. Travel Pay Class I and Class II substitutes who receive traveling assignments shall be compensated at the rate of three dollars (\$3.00) for each such assignment. Such compensation shall be submitted monthly <u>to the sub office</u>. Class III substitutes who receive assignments requiring travel shall be compensated <u>quarterly monthly</u> at the rate payable under the regular teachers' contract.</p>
<p>Rationale:</p> <p>Give the sub directive on where to submit paperwork and how often. Monthly is Accounts Payable's TPS policy to pay mileage.</p>
<p>Financial Impact:</p> <p>\$0</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>Casey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kevin Dalton 5/24/16
7/12/16
5/19/16



2016 - TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: VIII.E Compensation, Sick Leave, Extra Duties
 Page: 26
 Date Presented: 4/13/16

<p>Current Contract Language:</p> <p>Substitutes who are not on the substitute rotation list because a school did not notify the substitute office of their release from their assignment shall be entitled to 1/2 day pay for the first day they were left off of the rotation list. The substitute office shall be charged with verifying the source of the error.</p>
<p>Proposed Language:</p> <p>Delete the language.</p>
<p>Rationale:</p> <p>There is no longer a rotation list as all subs are in AESOP</p>
<p>Financial Impact:</p> <p>\$0</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kevin Dalton 5/24/16
7/19/16
5/19/16



2016 - TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: VIII.F Schedules, Planning Time and Planning Time Comp
 Page: 27 (2-4)
 Date Presented: 4/13/16

Current Contract Language:

2. If class coverage is accepted by a substitute during time reserved for planning, he/she shall receive a bonus of eleven dollars and thirty-five cents (\$11.35) for each hour in which such coverage in lieu of planning time occurs. Class coverage may be assigned to a substitute in a one day assignment for which he/she will receive the bonus payment. 3. When no regular teachers are available to accept a second class (or part of a class) of students in addition to their regular class as per Article XIX, A, of the regular teachers' contract, substitutes may accept such assignments at the eleven dollars and thirty-five cents (\$11.35) per hour rate. 4. When a continuous building substitute is moved from his/her assigned school and this results in more than six and one-quarter (6 1/4) hours service per day, exclusive of the lunch hour, the substitute will be paid at the rate of eleven dollars and thirty-five cents (\$11.35) per hour for the time in excess of six and onequarter (6 1/4) hours per day.

Proposed Language:

- Update rates to current rates
- ~~When a continuous building substitute is moved from his/her assigned school and this results in more than six and one-quarter (6 1/4) hours service per day, exclusive of the lunch hour, the substitute will be paid at the rate of eleven dollars and thirty-five cents (\$11.35) per hour for the time in excess of six and onequarter (6 1/4) hours per day.~~

Rationale:

Language is obsolete, continuous building subs are no longer

Financial Impact:

\$0 b/c rates already implemented

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>Lacey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

*Kevin Dalton 7/1/16
 5/24/16 5/19/16*



2016 – TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: VIII.J Sick Leave
 Page: 30
 Date Presented: 4/13/16

Current Contract Language:

Class I and Class II substitutes who have accumulated seventy-five (75) days or more of sick leave on December 1 shall be paid three (3) additional days at their daily rate before December 25. Those who have accumulated forty (40) days but fewer than one hundred (100) shall be paid two (2) additional days. Those who have accumulated fifteen (15) but fewer than fifty (50) shall be paid one (1) full day.

Proposed Language:

Class I and Class II substitutes who have accumulated seventy-five (75) days or more of sick leave on December 1 shall be paid three (3) additional days at their daily rate before December 25. Those who have accumulated forty (40) days but fewer than seventy-four (74) shall be paid two (2) additional days. Those who have accumulated fifteen (15) but fewer than thirty-nine (39) shall be paid one (1) full day.

Rationale:

Language didn't make sense. Updated to conincide.

Financial Impact:

\$0

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>[Signature]</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kevin Dalton 5/24/16
T/M/K
5/19/16



2016 – TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: IX.C Personnel Files
 Page: 33
 Date Presented: 4/13/16

<p>Current Contract Language:</p> <p>C. Upon request by the substitute he/she shall be permitted to examine his/her file in the presence of a member of the Human Resources staff. An authorized representative of the Federation may inspect the file of a substitute. Requests should be made by calling 729-8267 or 729-8266.</p>
<p>Proposed Language:</p> <p>C. Upon request by the substitute he/she shall be permitted to examine his/her file in the presence of a member of the Human Resources staff. An authorized representative of the Federation may inspect the file of a substitute. Requests should be made by calling 729-8267 or 729-8266. the Human Resources Department.</p>
<p>Rationale:</p> <p>Remove phone numbers, language is obsolete</p>
<p>Financial Impact:</p> <p>\$0</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kevin Dalton
5/19/16
5/24/16



2016 - TFT Para Negotiation Item Proposal

Contract: TFT - Paraprofessional Contract
 Section: 22.Compensation
 Page: 41
 Date Presented: 4/22/16

CURRENT CONTRACT LANGUAGE:

22. Compensation

A. The following wage scale will be in effect.

<CURRENT PAY SCHEDULE HERE>

For the purpose of placement on the compensation schedule steps under Article 22-A and 22-K Longevity only, a former paraprofessional who is re-employed by the Board may receive up to five (5) years credit on the wage scale steps.

B. Employees will advance on anniversary dates of employment.

PROPOSED CHANGE:

22. Compensation

A. The following wage scale will be in effect.

<ADD UPDATED PAY SCHEDULE HERE>

For the purpose of placement on the compensation schedule steps under Article 22-A and 22-K Longevity only, a former paraprofessional who is re-employed by the Board may receive up to five (5) years credit on the wage scale steps.

Paraprofessionals who elect a 12-month pay schedule no later than August 1st are subject to the transfer provisions as per Article 13, Section H of this Agreement.

B. Employees will advance on anniversary dates of employment.

Rationale:

Financial Impact:

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-22-16
Sub Committee Signature (Union)	<i>[Signature]</i>	4-22-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

[Signature]

4/22-16

[Handwritten notes]
 5/19/16
 Kuda
 5/27/16



2016 - TFT Para Negotiation Item Proposal

Contract: TFT - Paraprofessional Contract
 Section: 20.B - Physical Examinations
 Page: 55
 Date Presented: 4/22/16

<p>CURRENT CONTRACT LANGUAGE</p> <p>B. Any employee who has used twelve (12) days or more personal sick leave without a doctor's note between September 1 and the following August 31 may be required to have a physical examination at his or her own expense, and to submit to the employer a physician's statement regarding the employee's ability to work, before resuming his or her duties at the beginning of the school year following August 31. For the purposes of this paragraph, use of sick leave for family illness shall not be considered as use of personal sick leave.</p>
<p>PROPOSED CONTRACT LANGUAGE</p> <p>B. Any employee who has used twelve (12) days or more personal sick leave without a doctor's note between <u>August 1</u> September 1 and the following <u>July 31</u> August 31 may be required to have a physical examination at his or her own expense, and to submit to the employer a physician's statement regarding the employee's ability to work, before resuming his or her duties at the beginning of the school year following <u>July 31</u> August 31. For the purposes of this paragraph, use of sick leave for family illness shall not be considered as use of personal sick leave.</p>
<p>Rationale:</p> <p>Date changes do not cross school years.</p>
<p>Financial Impact:</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>C. Reed</i>	4-22-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-22-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kris Schwanykopf 4-22-16

7/19/16
5/19/16
KD
5/23/16

Article 14: Leaves
Section D, Funeral Leave

An employee shall be allowed an absence of one (1) day with pay to attend the funeral of his or her aunt, ~~or uncle~~, niece or nephew not in the immediate family if funeral falls on the employees work day.

An employee may use an unused sick day or an unused personal leave day at the employee's option to attend the funeral of his or her cousin, ~~niece or nephew~~ if the funeral falls on the employee's work day.

If it is necessary to extend funeral leave for immediate family beyond the funeral leave days said extended day shall be charged to the employee's sick leave, personal leave, or unused vacation at the discretion of the employee.

Paras attending the funeral of others not in the immediate family and not living in the same household shall be granted absence for the day of the funeral with no deduction in pay upon approval of the Director of Non-Teaching Personnel. Application must be submitted ~~prior to the date of leave~~ within three (3) working days after the date of the funeral. This leave shall not be granted more than one (1) time during a school year for any individual.

Date Presented: 4-7-14

Tentative Agreement: Michele Brown
Carey Smith Christina Johnson

Signatures: _____ Board
_____ Management

TAK
5/19/16
K-D
5/27/16

Article 14: Leaves
Section D, Funeral Leave

Current: *Funeral Leave*

Employees who have a death in the immediate family shall be granted three (3) consecutive working days absence to attend to arrangements and / or attend the funeral. The three (3) working days of leave shall be taken within one (1) week of the death. The immediate family shall be interpreted to mean the employee's spouse, child*, parents, grandparent, brother, sister, grandchild, step-parent, stepbrother, stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person who has lived in the employee's home as a member of the family and whose legal residence is in the same household.

*Child includes: son, daughter, stepson, stepdaughter, or a child who has lived in the employee's home as a member of the family placed by an authorized placement agency or by court order.

An employee shall be allowed an absence of one (1) day with pay to attend the funeral of his or her aunt or uncle, not in the immediate family if funeral falls on the employees work day.

An employee may use an unused sick day or an unused personal leave day at the employee's option to attend the funeral of his or her cousin, niece or nephew if the funeral falls on the employee's work day.

If it is necessary to extend funeral leave for immediate family beyond the funeral leave days said extended day shall be charged to the employee's sick leave, personal leave, or unused vacation at the discretion of the employee.

Paras attending the funeral of others not in the immediate family and not living in the same household shall be granted absence for the day of the funeral with no deduction in pay upon approval of the Director of Non-Teaching Personnel. Application must be submitted prior to the date of leave. This leave shall not be granted more than one (1) time during a school year for any individual.

Proposed: *Funeral Leave*

Employees who have a death in the immediate family shall be granted three (3) consecutive working days absence to attend to arrangements and / or attend the funeral. The three (3) working days of leave shall be taken within one (1) week of the death. The immediate family shall be interpreted to mean the employee's spouse, child*, parents, grandparent, brother, sister, grandchild, step-parent, stepbrother, stepsister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or a person who has lived in the employee's home as a member of the family and whose legal residence is in the same household.

*Child includes: son, daughter, stepson, stepdaughter, or a child who has lived in the employee's home as a member of the family placed by an authorized placement agency or by court order.



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2016 - TFT Para Negotiation Item Proposal

Contract: TFT - Paraprofessional Contract
Section: 13.H - Posting and Transfer
Page: 24
Date Presented: 4/22/16

CURRENT CONTRACT LANGUAGE

H. A maximum of two (2) voluntary transfers (bids) shall be permitted per year. For the purpose of this paragraph, the year shall be July 1 through June 30. Any employee voluntarily transferring to a position shall serve a trial period of ten (10) work days during which either the employee or the employer may request a return to the position formerly held. Should the Federation or the employer feel that the trial period process is being abused, either may request a review of the situation by the Human Resources Office.

The move will not be considered a transfer in the event an employee returns to her or his former position during the trial period provided for above. The position shall then be offered to that person having the next higher seniority on the list developed by the bidding procedure. The position shall be rebid only if the original list is exhausted, provided, however, that as long as the current posting practice is continued the parties may mutually agree not to rebid such a position. Unless a para was displaced, the summer bid shall count as one (1) bid.

PROPOSED CONTRACT LANGUAGE

H. Those individuals who have elected to receive their pay on a ten-month pay schedule will be permitted A a maximum of two (2) one (1) voluntary transfers (bids) shall be permitted per year. A transfer selected at the summer bidding session shall not count as this one (1) voluntary transfer. Paraprofessionals who have elected to receive their pay on a twelve-month pay schedule can only bid a vacancy at the summer bidding session. For the purpose of this paragraph, the year shall be July 1 through June 30. Any employee eligible to voluntarily transfer during the school year voluntarily transferring to a position shall serve a trial period of ten (10) work days during which either the employee or the employer may request a return to the position formerly held. Should the Federation or the employer feel that the trial period process is being abused, either may request a review of the situation by the Human Resources Office.

The move will not be considered a transfer in the event an employee returns to her or his former position during the trial period provided for above. The position shall then be offered to that person having the next higher seniority on the list developed by the bidding procedure. The position shall be rebid only if the original list is exhausted, provided, however, that as long as the current posting practice is continued the parties may mutually agree not to rebid such a position. Unless a para was displaced, the summer bid shall count as one (1) bid.

Rationale:

Financial Impact:

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-22-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-22-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kris Schwabkopf 4-22-16

5/1/16
S/1/16
Kand
1/27/16



2016 - TFT Para Negotiation Item Proposal

Contract: TFT - Paraprofessional Contract
 Section: 12.H.7 - Sick Leave
 Page: 33
 Date Presented: 4/22/16 - Revised

CURRENT CONTRACT LANGUAGE
7. When the use of sick days extends beyond three (3) consecutive work days, the employees shall furnish the employer with a written statement provided by his or her attending physician substantiating the facts concerning the employee's physical condition, at no expense to the employer.
PROPOSED CONTRACT LANGUAGE
Insert at the end of the of Paragraph 14.H.7: <u>Any employee who has used twelve (12) days or more personal sick leave without a doctor's note between August 1 and the following July 31 refer to Article 20.B.</u>
Rationale:
Reinforces language that is buried in Article 20 in the contract.
Financial Impact:

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>C. Reed</i>	4-22-16
Sub Committee Signature (Union)	<i>Cathy Smith</i>	4-22-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Mavis Behrmankopf

4-22-16

K-Dob
5/27/16
5/19/16



Article: 12
 Section: A
 Page: 16
 Subject: Seniority
 Current:

- A. Definition
1. ~~Seniority shall be defined as an employee's total continuous service from the last date of hire unless otherwise provided in this Agreement.~~
 2. ~~An employee shall not accumulate seniority during his or her probationary period. However, upon satisfactory completion of the probationary period, the employee's original seniority date shall be adjusted back to include the sixty (60) work days probationary period plus all days worked as a substitute paraprofessional.~~
 3. ~~Date of hire refers to date of initial employment in the TFT Para bargaining unit. Any person employed in the bargaining unit on the adoption date of this agreement shall retain their current seniority date unless seniority is terminated in accordance with Section B below.~~

Proposal:

- A. Definition:
1. System Seniority: System Seniority shall be defined as the employee's total continuous service; which is defined as the original hire date with the Board from the most recent date of hire. System Seniority determines Vacation and Longevity Bonus as per Article 22.
 - a. An employee shall not accumulate seniority during his/her probationary period. Upon completion of the probationary period, the employee's system seniority date shall be adjusted back to include the sixty (60) work days of the probationary period plus all days worked as a substitute paraprofessional.
 2. Bid and Layoff Seniority shall be determined by the date the employee obtains official appointment as a paraprofessional, plus the number of days substituted prior to permanent status.
 3. The first work day after the probationary period ends shall be used to establish the employee's assignment into the Toledo Federation of Teachers Paraprofessional bargaining unit. Any person employed in the bargaining unit on the adoption date of this agreement shall retain their current seniority date unless seniority is terminated in accordance with Section B below

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>C. Rudder</i>	4-22-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-22-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kris Schwankoff

4-22-16

*K. D. ...
 4/22/16
 S/11/16*



Article 4: Payroll Deductions
Section A

Current: Payroll deduction of Union dues shall be in ten (10) equal amounts beginning with the first pay period in September. Enrollment shall be on a monthly basis. Payroll deduction of Union dues shall be renewed automatically unless otherwise authorized by the Union with a list of deductions each month

Proposal: Payroll deduction of Union dues shall be in ~~ten (10)~~ twenty (20) equal amounts beginning with the first pay period in September. Enrollment shall be on a monthly basis. Payroll deduction of Union dues shall be renewed automatically unless otherwise authorized by the Union with a list of deductions each month.

This clean up language as this is current practice.

Date Presented: 4-7-16

Tentative Agreement:

MSD Michele Brown
Capey Smith
AK
Alexandra Selwanberg

Signatures:

Board
Management

MSD
5/19/16
Kudde
4/27/16

Article 14: Leaves

Section H #9

Current: Referrals can be identified by the panel itself or through internal union procedures. The joint panel will meet with the identified employee within one (1) week, when possible, or within such time as agreed to by the panel. Each case will be evaluated and if action is warranted as determined by the facts, a prescribed plan for improvement may be developed. Such prescriptive plan for improvement will include specific timelines and goals. Concurrence by the panel will be necessary to invoke any prescriptive action recommended. If the panel fails to concur, the Administration may follow normal disciplinary procedures.

Proposed: Referrals can be identified by the panel itself or through internal union procedures. The panel shall meet a minimum of once a quarter. Upon written authorization of the employee, sick leave records of the identified referrals shall be made available to the Federation Representatives for review in the Office of Non-Teaching Personnel at least one (1) week prior to the joint panel meeting with the identified paraprofessional. Each case will be evaluated and if action is warranted as determined by the facts, a prescribed plan for improvement may be developed. Such prescriptive plan for improvement will include specific timelines and goals. Concurrence by the panel will be necessary to invoke any prescriptive action recommended. If the panel fails to concur, the Administration may follow normal disciplinary procedures.

Date Presented: 4-7-16

Tentative Agreement on the above stated language only.

Aspiré Michele Brown Adelle
Casey Smith Agnesina Schwamkopf

For further review by Chief Negotiators:

The two (2) appointed Federation Representatives shall receive an annual stipend, to be paid in concurrence with the Vacation pay disbursed the first week of July.

\$500.00

7/1/16
 5/19/16
 K. [Signature]
 5/23/16



2.10

2016 - TFT Para Negotiation Item Proposal

Contract: TFT - Paraprofessional Contract
 Section: 22.0- Compensation
 Page: 63
 Date Presented: 4/22/16

CURRENT CONTRACT LANGUAGE
O. Effective January 2, 1983, paras to physically handicapped shall have one hour added to their work day.
CURRENT CONTRACT LANGUAGE
O. Effective January 2, 1983, paras to physically handicapped shall have one hour added to their work day.
ELIMINATE THIS LANGUAGE AND RE-LETTER THE REST OF THE ARTICLE.
Rationale:
Financial Impact:

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	5-2-16
Sub Committee Signature (Union)	<i>Carley Smith</i>	5-3-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

K-Dub
5/25/16
JMK
5/19/16

Article 15: Reporting Absence and Return to Work
Sections A-C

Current:

A. When unable to show for work, employees shall call the appropriate office or official no later than one hour prior to starting time each day of absence, except when in case of a long term absence a different call-in procedure is approved by the Human Resources Office. Employees shall report their intention to return to work not later than the close of office hours of the day preceding their return. An employee may not be permitted to return to work unless he or she has notified the appropriate official in compliance with this procedure.

The employee shall be required to call only one official to report absence or return to work.

The employer shall be responsible for making calls to substitutes.

Failure to report absences from work or return to work in compliance with the proper procedure will warrant disciplinary action.

B. When the use of sick days extends beyond three (3) consecutive work days, the employee shall furnish the employer with a written statement provided by his or her attending physician substantiating the facts concerning the employee's physical condition, at no expense to the employer.

C. Each employee must maintain his or her current address and telephone number, or a number whereby he or she can be reached, on file with the proper department and Human Resources Office.

Proposed:

A. When unable to show for work, employees shall report the absence via Aesop no later than one hour prior to starting time each day of absence except when in case of a long term absence a different call-in procedure is approved by the Human Resources Office. Employees on long term absences shall report their intention to return to work not later than the close of office hours of the day preceding their return. ~~An employee may not be permitted to return to work unless he or she has notified the appropriate official in compliance with this procedure.~~

~~The employee shall be required to call only one official to report absence or return to work.~~

Failure to report absences from work or return to work in compliance with the proper procedure will warrant disciplinary action.

B. When the use of sick days extends beyond three (3) consecutive work days, the employee shall furnish the employer with a written statement provided by his or her attending physician substantiating the facts concerning the employee's physical condition, at no expense to the employer.

C. Each employee must maintain his or her current address and telephone number, or a number whereby he or she can be reached, on file with the proper department and Human Resources Office.

Date Presented: 4-7-16

Tentative Agreement:

CEO Michele Brown [Signature]
Carey Smith Kristina Sedgewick

Signatures:

Board
Management

[Handwritten notes and dates]
5/19/16

Article: 22
Section: B
Page 41
Subject Compensation

Current:

B. Employees will advance on anniversary dates of employment.

Proposed:

B. Employees will advance on the system seniority date of employment.

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-20-16
Sub Committee Signature (Union)	<i>Casey Smith</i>	4-22-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kris Schwamkopf

4-22-16

Handwritten notes:
5/25/16
5/19/16

Article: XI
 Section: J
 Page: 49
 Subject: Class Size

Current:

In physics, chemistry, language labs, and all honors classes in high school science, class size shall not exceed twenty-four (24) or the number of stations, whichever is lesser. Other science classes in high schools and middle schools shall have a class limit of twenty-eight (28) or the number of stations, whichever is lesser

Proposal:

In high school science and language labs class size shall not exceed twenty-four (24) or the number of stations, whichever is lesser.

7 check on this

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures:

CSmith 5/16/16 Federation
Jahr 5/16/16 Board

Rejected: _____

Date: _____

*JPK
5/19/16
K-Dark 5/24/16*



5/2/16

Current:

Appendix S-Page 263²⁰³

APPENDIX S MEMORANDUM OF UNDERSTANDING
STUDENT DISCIPLINE AND THE ENHANCEMENT OF INSTRUCTION

The deputy superintendent or his/her designee will conduct a workshop involving all hearing officers, principals, deans and Federation building committees on the topic of the discipline issues contained in this memorandum, and the existing student discipline code, within five weeks of contract ratification.

Proposal:

(7)

Appendix S-Page 263²⁰³

- 4- The deputy superintendent, or his/her designee, will conduct a workshop involving all hearing officers, principals, deans and Federation building committees on the topic of the discipline issues contained in this memorandum, and the existing student discipline code, ~~within five weeks of contract ratification.~~ ⁽²⁰¹⁶⁻²⁰¹⁷⁾ within the first quarter of the school year (2011-2012)

Date Presented: _____

Accepted

Tentative Agreement Signatures:

_____^{Smith} 5/16/16 Federation
 _____^{Jerke} 5/16/16 Board

Rejected: _____

Date: _____

 5/19/16
 K-Dat 5/27/16

Article: Appendix H
Section: B, 8
Page: 186
Subject: BIC

Current:

Students assigned to the BIC for more than one period a day will not participate in any school activities such as assemblies, plays, athletics, or any extra-curricular activities during and after school.

Proposed:

Students assigned to the Behavior Intervention Center (BIC) for more than one period of the day will not participate in any school activities such as assemblies, plays, athletics, or any other extra-curricular activities during and after school. The only exception is on the last day of the BIC assignment. When the BIC assignment concludes students may participate in all school events including athletics beginning the same day. Providing the student has met his/her obligations as a result of assignment to BIC.

Date Presented: 5/2/16

Accepted

Tentative Agreement Signatures: CSmith 5/16/16 Federation

JaG 5/16/16 Board

Rejected: _____

Date: _____

Handwritten notes:
JMK 5/19/16
K-Dad 5/27/16

Article: XXVII School Calendar, Arrival Dismissal

Section: A

Page: 76

Subject School Calendar

Current:

- A. Elementary teachers shall be on duty a total of six hours and fifteen minutes, excluding lunch. In each elementary school, teachers shall be required to report fifteen (15) minutes prior to the first scheduled instructional period as part of their total duty day. Dismissal of students shall follow past practice.

Board Proposal:

- A. Elementary teachers shall be on duty a total of six hours and fifteen minutes, excluding lunch. In each elementary school, teachers shall be required to report fifteen (15) minutes prior to the first scheduled instructional period as part of their total duty day. ~~Dismissal of students shall follow past practice.~~ Elementary teachers in grades K-6 will follow past practice regarding dismissal. Effective with the 2016-2017 school year teachers in grades 7 and 8 will dismiss with their students at the end of their six hours and fifteen minute work day, excluding lunch.

TFT Counter Proposal:

- A. Elementary teachers shall be on duty a total of six hours and fifteen minutes, excluding lunch. In each elementary school, teachers shall be required to report fifteen (15) minutes prior to the first scheduled instructional period as part of their total duty day. ~~Dismissal of students shall follow past practice.~~ Elementary teachers in grades K-6 will follow past practice regarding dismissal. Effective with the 2016-2017 school year teachers in grades 7 and 8 will dismiss with their students at the end of their six hours and fifteen minute work day, excluding lunch. This does not preclude other provisions of the CBA.

Date Presented: _____

Accepted

Tentative Agreement Signatures:

CSmith 5/17/16 Federation
J. [Signature] 5/2/16 Board

Rejected: _____

Date: _____

Handwritten notes:
 MK
 5/19/16
 [Signature]
 1221

TPS Negotiations 2016

TFT Counter Proposal

Subject: MANDATES

New language: Toledo Public Schools ("the District") and the Toledo Federation of Teachers ("the Federation") recognize that they are unable to predict changes. The Parties understand the importance of the District's need for flexibility to adhere to the aforementioned changes. Therefore, each year the District and Federation will strive to make every effort to ensure that changes, that both the District and Federation agree upon, will be scheduled for the following year utilizing one of the following formats: waiver days, delayed starts, monthly staff meetings, or negotiated rates of compensation for before or after school work. In the continued spirit of collaboration, the Parties agree to mutually develop a format to address and ensure compliance with the mutually agreed upon changes, utilizing one of the aforementioned formats.

APK
5/19/16
K-De
5/27/16

Article:

Section:

Page:

Subject: Teacher Based Teams (TBT)

New Language: Beginning with the 2016 - 2017 school year, buildings identified as priority and focus that require mandated Teacher Based Teams (TBT's) may utilize the following opportunities to ensure all mandates regarding TBT's or related to are completed: Delayed starts and the monthly mandatory staff meetings. Identified schools required to meet weekly will utilize one of the following options to ensure requirements are completed: Delayed Starts, monthly mandatory staff meetings, Payment of \$35 an hour for before or after school or release time during the day. Building Reps and Principals will develop their plan and submit their completed plan before April 15 to the Executive Transformational Leader of Curriculum and appointee of Toledo Federation of Teachers. Plans will be finalized before May 1 and will be in effect for the following school year.

TA 5/7/16
C Smith

5/7/16
JC

5/19/16
K-D
5/23/16

TPS Negotiations 2016

Administration Proposal

Article:

Section: New Language

Page:

Subject:

Current Language:

Proposed Language:

The district will make every effort to hire licensed school nurses. If there are not eligible candidates, the district may hire nurses with bachelor's degrees who agree to obtain the State of Ohio School Nurse license issued by the State of Ohio as evidenced by acceptance into an accredited School Nurse licensing program. At the end of 3 years, if the nurse has not secured a State of Ohio School Nurse license the Board and Federation will mutually review and agree to any necessary actions up to including changing employment status up to substitute nurse.

✓
T.A. 7/26/16
J. Smith

JK
5/19/16

K-Dal
5/26/16

TPS Negotiations 2016

Administration Counter Proposal

T.O ✓

Article: LIV

Section:

Page:

Subject: School Nurses - New Language

Current Language:

New Language

Proposed Language:

Up to two nursing assignments may be filled each year with two nurses willing to share the position. This job sharing will be such that each nurse works a portion (50 %) of the assignment in full day segments. The individuals that are sharing a job will be offered compensation based upon one-half (1/2) of their individual salary. These individuals will also fall under the mentoring of the Toledo Plan. These identified assignments will be for one year in duration and would be posted for the following year. Nurses sharing duties will receive priority hiring status for full time vacancies.

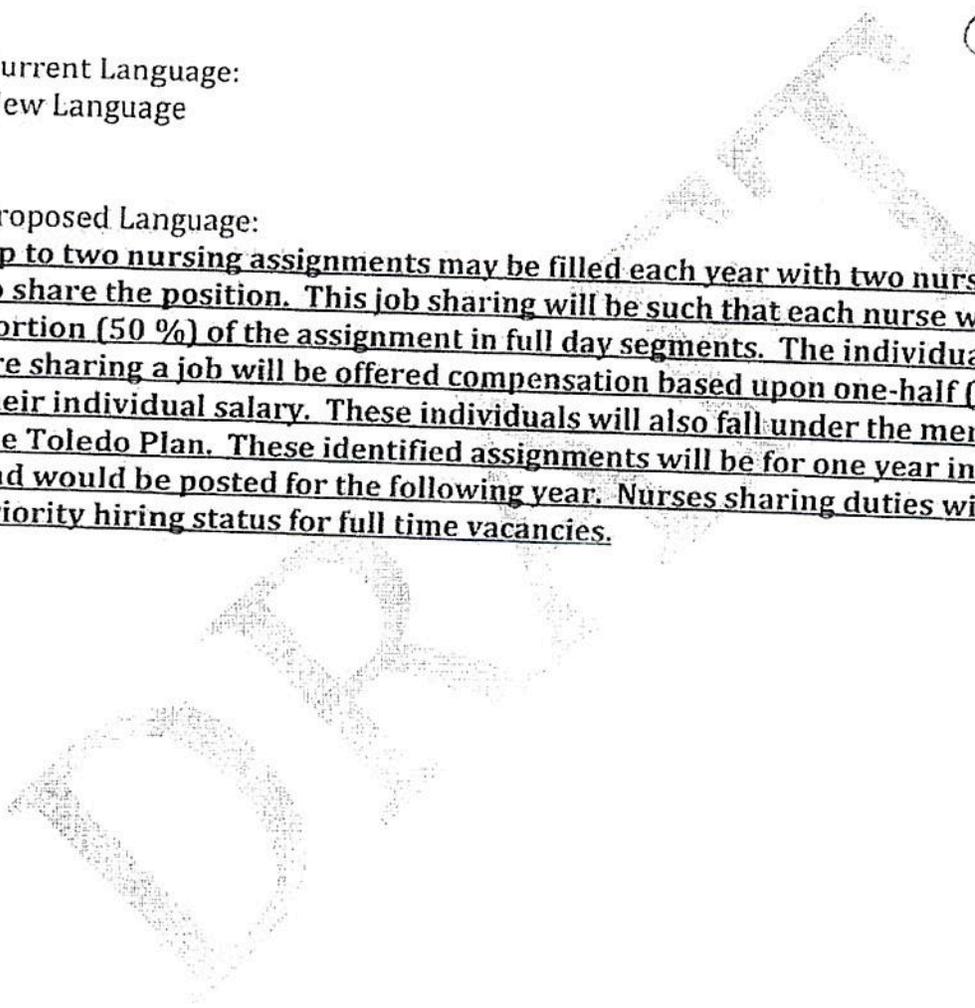
4-26-16

TA
Smith

John
4/20/16

4/17/16
5/19/16

K-D
5/23/16





TPS Negotiations 2016

Administration Counter Proposal

Article: LIV

Section: C

Page:

Subject: School Nurses- Aids

Current Language:

An adult nurse's aid will be provided from 9 a.m. until 1 p.m. in high schools. The aid will work under the direction of the school nurse.

Proposed Language:

An adult Nurse's Aid will be provided from 9 a.m. until 1 p.m. in high schools. The aid will work under the direction of the school nurse. Schools that have over 1000 students in attendance will receive a full time Nurse's Aid.

T.M. 9/19/16
[Signature]
Smith

7/1/16
5/19/16
K-*[Signature]*
5/23/16

5/16/16 ✓

Article: IX

Section: K

Page: 42

Subject: Adult Education – New Language

Current Language:
All Adult Education employees are consi

Couldn't do salary grid b/c they are in the red this year. Made more comp. & added Master's

7/1/16
5/19/16

K. D. A.
5/23/16

k. Wage Rates

Step	1/1/2014	1/1/2015
1-2	21.59	21.81
3	22.49	22.71
4-7	22.99	23.22
8-11	23.34	23.57
12 +	24.35	24.59

Proposed Language:
All Adult Education employees are considered hourly employees.

k. Wage Rates

Step	1/1/2014	1/1/2015	(Bachelors)	(Masters)
1-2	21.59	21.81	25.00	26.00
3	22.49	24.29	26.00	27.00
4-7	22.99	24.99	27.00	28.00
8-11	23.34	25.54	28.00	29.00
12 +	24.35	26.35	29.00	30.00

4/22/16

John 5/16/16

Smith 5/16/16

Article: IX
Section: J
Page 45
Subject Adult Education -NEW LANGUAGE

Current:

Currently vacation days for Barber Academy are dictated by Faculty Handbook.

Proposed:

Upon employment those full-time instructors in the Barber College shall receive five (5) days of paid vacation. After one (1) year of service, defined as instruction provided four (4) academic sessions, those full-time instructors in the Barber College shall receive ten (10) days of paid vacation per year. For the purpose of this provision a year is defined as July 1 to June 30. ~~Proposed vacation days shall be paid at the daily rate prior to July 31.~~

(2)

5/11/16
5/19/16
K-D
5/23/16

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures: _____ Federation

_____ Board

Rejected: _____

Date: _____

407 - 4/25/16 ✓



TPS Career Technology Department

2016 - TFT Negotiation Item Proposal

Article: xxxvi.....: REGULATIONS GOVERNING CAREER TECHNOLOGY TEACHERS' SALARY SCHEDULE

Section: A #3

Page: 111

Date Presented: March 2016

Director Name: Daphne Derden-Willis

Current Contract Language:

3. Certified trade or work experience shall mean trade experience indicated on a prescribed form or letter, signed by an official of the employing company, and filed in the Human Resources Office. The prescribed form or letter shall be signed by the teacher and notarized.

Proposed Language (Bold and Underline new language):

3. Certified trade or work experience shall mean trade experience indicated on a **CTE 36 form** ~~prescribed form or letter~~, **signed by an official of the employing company, the teacher and** filed in the Human Resources Office.

T.A.
5/17/16
5/17/16
Conute

5/17/16
5/19/16
K-Doh
5/23/16

4/25/16



TPS Career Technology Department

2016 - TFT Negotiation Item Proposal

Article: xxxvi.....: REGULATIONS GOVERNING CAREER TECHNOLOGY TEACHERS' SALARY SCHEDULE

Section: C #1

Page: 112

Date Presented: March 2016

Director Name: Daphne Derden-Willis

Current Contract Language:

C. Salaries for Career Technology Teachers

To qualify for the career technology salary schedule a vocational teacher must teach in the specific skill trade area (shop or shop related) i.e., machine shop, automotive, etc. of the vocational license held, permanently applicable to new teachers beginning September 1, 1979, and thereafter:

1. A career technology or vocational related teacher with a one-year vocational license will be placed on a salary schedule equivalent to that of the bachelor's degree schedule.

Proposed Language (Bold and Underline new language):

C. Salaries for Career Technology Teachers

To qualify for the career technology salary schedule a vocational teacher must teach in the specific skill trade area and be properly licensed. (~~shop or shop related~~) i.e., ~~machine shop, automotive, etc. of the vocational license held, permanently applicable to new teachers beginning September 1, 1979, and thereafter:~~

1. A career technology or vocational related teacher with a one-year career tech vocational license will be placed on a salary schedule equivalent to that of the bachelor's degree schedule.

*M 1/4
5/19/16
K-Pak
5/23/16*

*T.A
5/17/16
5/17/16
Committee*

4/25/16 ✓



TPS Career Technology Department

2016 – TFT Negotiation Item Proposal

Article: xxxvi.....: REGULATIONS GOVERNING CAREER TECHNOLOGY TEACHERS' SALARY SCHEDULE

Section: G

Page: 114

Date Presented: March 2016

Director Name: Daphne Derden-Willis

Current Contract Language:

T.W. 5/7/16
Jan 5/7/16

G. Student Scheduling

1. Career Technology teachers may send a list of students interested in their course and/or shop to counselors. This list will not contain signatures. The teacher will receive a tentative EPIC list by May 1. Upon request by the teacher, the Board agrees that it will provide an explanation in writing when a student who has expressed intent to enroll has not been enrolled.

When there is a waiting list, the list will be kept on file at the base school. Students on waiting lists will be contacted prior to the end of the second week of school if openings in the class become available. This will not necessarily require notification of a vacancy in a second lab class. Upon request by the teacher, the Board will provide an explanation in writing when a student who appeared on the tentative EPIC list is not enrolled in the class in September.

When a career technology class is proposed for closing due to low enrollment, the joint Board-Federation Curriculum Committee shall review the scheduling procedures used to determine compliance with this section

5/19/16
K. D. 5/23/16

Proposed Language (Bold and Underline new language):

G. Student Scheduling

1. Career Technology teachers may send a list of students interested in their course and/or shop to counselors. This list will not contain signatures. The teacher will receive a tentative student EPIC list by May 1. Upon request by



Article: XXXVI

Section: C #2-4

Page: 112

Subject: Salaries for Career Tech Teachers

Current Language:

2. a. A career technology or vocational related teacher with an eight-year professional vocational license will be placed on a salary schedule equivalent to that of a bachelor's degree plus 15 hours schedule.

b. A career technology or vocational related teacher with a four-year provisional license having 120 or more college semester hours will be placed on a bachelor's degree plus 15 hour lane.

3. A career technology or vocational related teacher to qualify for a master's degree pay schedule must satisfy one of the following conditions:

- a. Have a master's degree
- b. Have a bachelor's degree and an eight-year professional vocational license.
- c. Have 150 college semester hours and an eight-year professional vocational license.

4. A career technology or vocational related teacher to qualify for the master's plus 15 graduate hour schedule must satisfy one of the following conditions:

- a. Have a master's degree plus 15 graduate hours.
- b. Have 165 college semester hours and a permanent vocational license.

JMK
5/19/16
K-Dub
5/23/16

Special Education 2016

Contract Negotiations Proposal

CURRENT LANGUAGE

Pg. 22/23 F Special Education #3: Multidisabled/Emotionally Disturbed (MD/ ED) classes; Multidisabled/Medically Fragile classes. First-year special education and/or regular education teachers shall not be assigned to cross-categorical classes where teaching duties are shared.

PROPOSAL(does this still apply)

~~Pg. 22/23 F Special Education #3: Multidisabled/Emotionally Disturbed (MD/ ED) classes; Multidisabled/Medically Fragile classes. First-year special education and/or regular education teachers shall not be assigned to cross-categorical classes where teaching duties are shared.~~

T.A. 5/2/16
J. An 5/2/16
C. Mitt 5/2/16

JMK
5/19/16
K-Dub
5/23/16

Final
Bass 4/19/16
BUB 4/19/16
BUB 4/19/16

1

PAGE 2

Article XLVII

Placement

Pg. 148

- G. Buildings may choose to design a service delivery option for special education students. This plan will meet the specific needs of the students, teachers, and other service providers. Design and implementation of the plan must be in accordance with the following process.
1. A request must be made to the Building Principal and Building Representative for the Service Options Form (SOF).
 2. All teachers affected by the provisions of the plan must sign the form indicating agreement of implementing the plan.
 3. Once completed, the SOF shall be submitted to the Building Principal and Building Representative for signatures.
 4. The SOF shall be submitted to the Director of Student Services and the TFT Special Education Representative, no later than April 1, for final approval. Notification of approval shall be provided to the Building Principal and Building Representative no later than May 1.
 5. The approved plan is in effect for the subsequent year and a SOF must be completed annually.
 6. A copy of the SOF will be made available to the Office of Teaching Personnel and the Office of Non-Teaching Personnel to be posting during summer staffing/bidding.

Date Presented:

5/16/16

Handwritten notes:
7/1/16
5/19/16
K-D
5/27/16

Accepted

Tentative Agreement Signatures:

[Signature] Federation
[Signature] Board 5/16/16

ected:

ate:

Article XLVIII
IEP Writing
Page 151

CURRENT LANGUAGE

#4: If requested in writing by the special education supervisor, teachers will prepare a proposed IEP for students who enter after the initial IEP writing period. Teachers will be compensated for one hour at the hourly rate.

PROPOSAL

~~#4: If requested in writing by the special education supervisor, teachers will prepare a proposed IEP for students who enter after the initial IEP writing period. Teachers will be compensated for one hour at the hourly rate.~~

#4. If an initial IEP needs to be written for a student (K-8):

- a. First, the receiving teacher, will be asked to write the initial IEP. The receiving teacher will be invited to the ETR meeting. If the receiving teacher declines, follow 4b.
- b. A special education teacher, within the same building on a rotational basis, will be asked to write the initial IEP. The special education teacher will be invited to the ETR meeting. If the special education teachers, within the same building, decline follow 4c.
- c. The Special Education Supervisor may ask another special education teacher, within the feeder pattern, to volunteer to write the IEP. The teacher will be paid at the negotiated rate. If there is no special education teacher within the feeder pattern, follow 4d.
- d. The Special Education Supervisor may assign the writing of the IEP to special education teachers within the same building on a rotational basis. The rotational basis shall be defined as : in even years high to low system wide department seniority, and in odd years low to high system wide department seniority, based upon ETR disability category.

Add #5 and renumber

#5. If an initial IEP needs to be written for a student (High School):

- a. First, the receiving teacher, will be asked to write the initial IEP. The receiving teacher will be invited to the ETR meeting. If the receiving teacher declines, follow 4b.
- b. The Special Education Supervisor may ask another special education teacher, within the building, to volunteer to write the IEP. The teacher will be paid at the negotiated rate. If there is no special education teacher within the building, follow 4d.
- c. The Special Education Supervisor may assign the writing of the IEP to special education teachers within the same building on a rotational basis. The rotational basis shall be defined as : even years high to low system wide department seniority, and in odd years low to high system wide department seniority, based upon ETR disability category.

Date Presented:

5/2/16

AMH
5/19/16
K-D
5/23/16

Accepted

Tentative Agreement Signatures:

_____ Federation
Smith
 _____ Board
Jan

Printed:

Date:

Article XLVIII
IEP Writing
page 151

CURRENT LANGUAGE

#4: If requested in writing by the special education supervisor, teachers will prepare a proposed IEP for students who enter after the initial IEP writing period. Teachers will be compensated for one hour at the hourly rate.

PROPOSAL:

~~#4: If requested in writing by the special education supervisor, teachers will prepare a proposed IEP for students who enter after the initial IEP writing period. Teachers will be compensated for one hour at the hourly rate.~~

ADD LANGUAGE

#6. Move – In IEPs/Expired IEPs: Out of state IEPs need to be rewritten within 30 days of placement.

If sending school is a TPS school, sending school is responsible for writing IEP.

If teacher received a student from outside of TPS and the IEP is expired, the receiving teacher has 30 days to write and hold IEP meeting. If both the ETR/IEP are expired, a new ETR must be completed before a new IEP can be written.

Student will be placed once the new ETR/IEP is written. This new IEP will be written following the procedure mentioned in F. #4 and #5 above.

JAH
5/19/16
K - Doh
5/23/16

Date Presented: _____

5/2/16

Accepted

Tentative Agreement Signatures: _____

[Signature] Federation
[Signature] Board

Objected: _____

Date: _____

Special Education 2016

Contract Negotiations Proposal

TA
5/2/16
Committee
5/2/16
JL

CURRENT LANGUAGE

Pg. 152 – 154 G. CLASS SIZE, PROGRAMS AND SERVICES *see below*

7. Class size for Cross-Categorical Special Education Resource (CCSE-R) classes shall not exceed 12 students per instructional period at elementary and high school. The IEP team will determine whether students who qualify for SLD services will receive service in a resource room.

****this section is good, but would like to add chart to this section lines up with operating standards****

MKT
5/19/16

PROPOSAL(ADD) (changes noted with *and bold)

Classroom	Elementary Primary	Elementary Intermediate	High School "on list"	High School "in front"	Paras	Age range During any one instructional period
INCS	12	12	24			
CCSER	12	16 on list 12 in front	24	*1/4* 16	0	60 months
CCSE	12	12	24	16	1 (K-8 only)	60 months
CCSE-T	10	10	10	10	0	60 months
ED	10	10	12	10	1	60 months
MD	8	8	8	8	1	48 months
MD/MF	8	8	8	8	1	60 months
MD/ED	4	4	4	4	1/1	60 months
HI	8	8	10	8	0	48 months
VI	8	8	10	8	0	48 months
Autism	6	6	6	6	1	60 months

KMD
5/2/16

****In the General Education classroom Special Education students shall not constitute more than 1/4 of the total class size during any one single instructional period, unless agreed to by the teachers.**

7. Class size for Cross-Categorical Special Education Resource (CCSE-R) classes shall not exceed 12 students per instructional period at elementary and **16 students per instructional period at high school.** The IEP team will determine whether students who qualify for SLD services will receive service in a resource room.

Final
BML 4/19/16
SS 4/19/16
BMB 4/19/16

Special Education 2016

Contract Negotiations Proposal

TFA 5/2/16
Dmitri

JW
5/2/16

PROPOSAL

Pg. 153 G. CLASS SIZE, PROGRAMS AND SERVICES

TFA
5/19/16
K-D
5/23/16

2. In-Class Instructional Support may be written into the Individual Education Plan (IEP) to provide supplemental instruction for special education students in the general education classroom. The In-Class Support (INCS) shall be a cross-categorical special educator/intervention specialist designated to meet the special needs of students with mild/moderate academic disabilities, whose IEP indicates this level of service. Students whose eligibility requires intense behavioral support may not receive services including, but not limited to, students identified as ED. The (INCS) will not supplant the services provided by the general education teacher, will not be responsible for total instruction of any subject area, nor be responsible for assigning grades or credit. The special education students, included in the general education classroom and serviced by the INCS will be weighted as 1.5 students on the general education class list. The elementary INCS will not be required to work with more than three general education teachers grade levels to provide optimal services to the identified students. The INCS shall be responsible for chairing the IEP team and developing the IEP. Based upon the IEP, direct services may be provided in the general education classroom and/or through pull-out. The INCS will develop instructional objectives cooperatively with the general education teacher. The INCS will be responsible for teaching prerequisite skills necessary for learning fundamental concepts of an objective or reinforcing concepts being taught in the general education classroom.

The INCS will provide direct support to the student and/or collaborate with the general education teacher to develop general education classroom instructional techniques, modifications, and adaptations to support a student's academic success.

The elementary INCS may serve up to three (3) students during any single instructional period as long as the IEP goals and/or objectives for each student in the group indicate that the same instructional program will meet the needs of all students. The INCS will be provided a work area appropriate to serving up to three (3) students at elementary.

The elementary INCS may serve a total of up to twelve (12) identified students. These services will occur in no more than two K-8 buildings. Those INCS teachers assigned to two buildings still can only service three grade levels. Those INCS teachers assigned to two buildings will be assigned a paraprofessional. Non-disabled at-risk students may be served by the INCS as the schedule allows and in agreement with the INCS and general education teacher. These services may be discontinued if the INCS caseload reaches twelve (12) identified students. The INCS may have common planning time scheduled with general education teachers when needed.

The high school INCS shall not be assigned courses in more than two departments.

Final
4/19/16
4/19/16

Burb
4/19/16

Special Education 2016
Contract Negotiations Proposal

TA
5/2/16
Contra
5/2/16
J

CURRENT LANGUAGE

Pg. 160 #6 All assignments, posting and transfers shall follow the procedures applicable to a system-wide department. Notification of vacancies shall specify the certificate required. Vacancies shall be filled from within the special education department first. First year teachers shall not be assigned to cross-categorical classes where teaching duties are shared (Also see Article IV-F).

5/19/16
5/19/16

PROPOSAL

First-year teachers shall not be assigned to cross-categorical classes where teaching duties are shared (Also see Article IV-F).

K-Du
5/27/16

Final
BSS 4/19/16
SS 5/11/16
BWB 4/19/16

Special Education 2016

Contract Negotiations Proposal

TA
5/2/16
C. Smith
5/2/16

CURRENT LANGUAGE

Pg. 161 #11. Teachers of ED, ED/CD and the secondary regular education classes in separate facilities or clusters will receive a yearly monetary allocation of \$500 (effective 8-1-09) to support their behavior management program. All other teachers of ED, ED/CD, and MD/ED classes will receive \$400 (effective 8-1-09). This allocation will not supplant those allocations already received.

PROPOSAL

Pg. 161 #11. All teachers in behavioral separate facilities Teachers of ED, ED/CD and the secondary regular education classes in separate facilities or clusters will receive a yearly monetary allocation of \$500 (effective 8-1-09) to support their behavior management program. All other teachers of ED, ED/CD, and MD/ED classes will receive \$400 (effective 8-1-09). This allocation will not supplant those allocations already received.

4/1/16
5/19/16
K. Doherty
5/23/16

Final
4/19/16
SS 4/19/16
B. M. B.
4/19/16

Article:

Section:

Page: 159

Subject: Head Teacher Separate Facilities

5/7/16

Committee

5/11/16 JG

Current Language:

The head teacher at separate facilities or other locations shall be appointed by the administration after consultation with the Federation. If the head teacher is eliminated at a given location, or the person holding the position leaves the position for any reason he/she will have the right to remain at the location as a teacher in special education class per applicable system-wide department seniority rules.

Head teachers at the Kobacker, Devilbiss Achievement, Mayfair Achievement, and Educare shall work a total of three (3) weeks extended time. This extended time may be used at the beginning and/or end of each school year.

Proposed Language:

The head teacher at separate facilities or other locations shall be appointed by the administration after consultation with the Federation. If the head teacher is eliminated at a given location, or the person holding the position leaves the position for any reason he/she will have the right to remain at the location as a teacher in special education class per applicable system-wide department seniority rules.

Head teachers at ~~separate facilities the Kobacker, Devilbiss Achievement, Mayfair Achievement, and Educare~~ shall work a total of three (3) weeks extended time. This extended time may be used at the beginning and/or end of each school year

JG
5/19/16
K-D
5/23/16

Article: XLVIII. Special Education
 Section: H
 Page 155-156
 Subject Preschool.

Current:

Proposed: NEW

3. Programming for all preschoolers 3-5 years old

- a. A copy of personnel documents needed for on-site Preschool Licensing and/or state quality rating/improvement systems will be kept at the preschool location where a preschool staff member is assigned. These documents will be kept in a secure location.
- b. Teachers will receive a preschool calendar before the end of each school year that includes the following information for the next school year. Information in bold text shall be included in district calendars:
 - 1) **First Day of School for preschool staff and preschool students**
 - 2) **Open House(s) for preschool families**
 - 3) **Preschool Parent-Teacher Conferences:** Two conference days shall be scheduled after the end of 1st and 3rd Quarters. Conference days shall not be scheduled on Fridays. At least 35 minutes shall be allotted for each conference. Preschool Committee will determine Parent-Teacher Conference dates and schedule each school year. Preschool classrooms in elementary school buildings may have conferences at the same time as the elementary building in which they are housed.

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures: _____ Federation
 _____ Board

JMK
5/19/16
K-Dub
5/27/16

Rejected: _____

Date: _____

10 minutes

T.A. 5/27/16 J. Smith 2.19 9 ✓

F. INDIVIDUALIZED EDUCATION PROGRAM

Current:

4. Special education teachers shall be granted release time to prepare Individual Education Programs (IEP) for each of their students. The time shall be granted as follows: one (1) hour per pupil for elementary teachers and thirty (30) minutes per pupil for secondary teachers, or at the option of the teacher, compensated at the negotiated hourly rate. Support personnel shall be granted release time to prepare Individual Education Programs (IEP) for each of their students. The time shall be granted as follows: thirty (30) minutes per pupil for elementary physical and occupational therapists, mobility instructors and speech pathologists; and twenty (20) minutes per pupil for secondary physical and occupational therapists, mobility instructors, and speech pathologists; and twenty (20) minutes per pupil for 7-12 physical and occupational therapists, mobility instructors, and speech pathologists. IEP preparation time for high school teachers will follow past practice. (The parties agree that past practice is one day release time for teachers of low incidence students; two days release time for high incidence students.)

Proposal:

5. Special education teachers shall be granted release time to prepare Individual Education Programs (IEP) for each of their students. The time shall be granted as follows: one (1) hour per pupil for elementary teachers and thirty (30) minutes per pupil for secondary teachers, or at the option of the teacher, compensated at the negotiated hourly rate. Support personnel shall be granted release time to prepare Individual Education Programs (IEP) for each of their students. The time shall be granted as follows: thirty (30) minutes per pupil for all physical and occupational therapists, mobility instructors and speech-language pathologists. and twenty (20) minutes per pupil for secondary physical and occupational therapists, mobility instructors, and speech pathologists; and twenty (20) minutes per pupil for 7-12 physical and occupational therapists, mobility instructors, and speech pathologists. IEP preparation time for high school teachers will follow past practice. (The parties agree that past practice is one day release time for teachers of low incidence students; two days release time for high incidence students.)

Handwritten notes and signatures in the left margin.

Rationale:

Release time for therapists results in a loss of therapy services during that period that must be made up (compensatory therapy services) due to the lack of substitutes for therapists to grant release time.

Final
BAM 4/19/16
SS 4/19/16
BAM 4/19/16

JMK 5/19/16
K-Dob 5/27/16

Article:

Section:

Page:

Subject: Interpreters Job Description

Current Language:

Proposed Language:

Standards and criteria for evaluation for interpreters will be mutually developed and agreed upon by the Board and Federation prior to October 1, 2016.

Additional evaluation provisions as outlined in Section 7B and 7C shall apply.

TA
5/7/16
5/11/16
C Smith
Jen
JAT
5/19/16
K-D
5/21/16

Proposal : Interpreters of the Deaf/Hard of Hearing

SENIORITY
Article 12

ok

Current Language:

Interpreters of the Deaf hired by the employer during the month of December 1997 and January 1998, shall have their relative seniority determined by birth day and month. For example, an interpreter born on February 3 shall be more senior than an interpreter born on June 6. Interpreters for the deaf hired after this period shall be assigned seniority per Article 12.

Articles 12 and 13 Interpreters for the Deaf will not have the right to bid out of their position during the term of the agreement. In the event such Interpreters are laid off, they may move to vacant paraprofessional positions but may not bump any other paraprofessionals. Interpreter who moves to a vacant paraprofessional position must take the necessary tests.

Proposed Language:

~~Interpreters of the Deaf hired by the employer during the month of December 1997 and January 1998, shall have their relative seniority determined by birth day and month. For example, an interpreter born on February 3 shall be more senior than an interpreter born on June 6. Interpreters for the deaf hired after this period shall be assigned seniority per Article 12.~~

Interpreters of the Deaf/Hard of Hearing shall be considered a system-wide department with seniority based upon hire date. In the event of tied seniority, the last four digits of the employee's social security number will be used to break the tie.

~~Articles 12 and 13 Interpreters for the Deaf will not have the right to bid out of their position during the term of the agreement. In the event such Interpreters are laid off, they may move to vacant paraprofessional positions but may not bump any other paraprofessionals. Interpreter who moves to a vacant paraprofessional position must take the necessary tests.~~

In the event of lay off, the least senior member of the department shall be laid off; and recalled prior to any new hire.

Date Presented: _____

Accepted

JM/KC
5/16/19
Ludlow
5/23/16

Tentative Agreement Signatures:

Conith 5/7/16 Federation
JLW 5/7/16 Board

Rejected: _____

Date: _____

Proposal : Interpreters of the Deaf/Hard of Hearing

JOB DESCRIPTIONS AND WORK YEAR
Article 9

Current Language:

The weekly hours of the Interpreters for the Deaf shall be a minimum of 15 hours and a maximum of 30 hours per week, no interpreter shall work less than three hours per day. Hours will be assigned by seniority.

In addition, any overtime hours will be shared on a rotating basis beginning with the most senior. The interpreters for the Deaf job description is attached.

Interpreters who work three hours or more a day shall take a 15 minute rest period. The interpreter shall make every effort to take this rest period at a time so as not to interfere with classroom instruction. It is understood that some classes have content that requires review and preparation. Interpreters may need preparation time to review content and vocabulary. When an interpreter feels that preparation time is necessary, that request will be made to the Case Manager. Preparation time shall equal one instructional period.

Proposed Language:

The weekly hours of the Interpreters for the Deaf shall be a minimum of 15 hours and a maximum of 30 hours per week, no interpreter shall work less than three hours per day. Hours will be assigned by seniority.

~~In addition, any overtime hours will be shared on a rotating basis beginning with the most senior. The interpreters for the Deaf job description is attached.~~

A job description for Interpreters of the Deaf/Hard of Hearing will be mutually developed and agreed to by the Board and the Federation prior to the beginning of the 2016-2017 school year.

Interpreters who work three hours or more a day shall take a 15 minute rest period. Those who work over 3 hours shall take a 30 minute rest period which may be divided into 15 minute blocks at the discretion of the interpreter. The interpreter shall make every effort to take this rest period at a time so as not to interfere with classroom instruction. It is understood that some classes have content that requires review and preparation. Interpreters may need preparation time to review content and vocabulary. When an interpreter feels that preparation time is necessary, that request will be made to the Director of Student Services or his/her designee. Preparation time shall equal one instructional period.

T.A. *J. Gu* 5/7/16
Smith 5/7/16

J. P. K.
5/19/16
K. Oak
5/27/16

Other Issues for Speech-Language Therapy:

5/7/16
Carnitt

T.A. 5/7/16
[Signature]

11/1/16
[Signature]

1. ~~Restore Medicaid supplemental to full amount (pre-2009)~~
2. ~~Add a "Me Too" clause for those items that Occupational and Physical Therapists' request which would be appropriate and beneficial to the SLP.~~
3. All SLP's are to be considered members of one department—no division of Pathologists (school-aged vs. preschool.)
4. Mandatory ETR/IEP updates and training to occur at the beginning of each school year.
5. ~~The speech pathologist is the psychologist and the special education teacher. We are responsible for the ETR and the IEP for those students with a handicapping condition in only articulation or language. We are related service for special education students with an additional handicapping condition in articulation or language. The SLP has five times the amount of students a special education teacher has. Time is needed for completion of mandated ODE tasks. Additional half day is again requested in this negotiation.~~
6. ~~Room assignments within some buildings remain inadequate with no internet connection, no Wi-Fi, no phone, no walkie talkie, limited space. Limited space decreases the amount of students able to fit into the schedule of the building.~~
7. Option to NOT document for Medicaid and relinquish the supplemental contract.

Final
 BSM 4/19/16
 SS 4/19/16
 BMB 4/19/16

JM
 5/19/16
 K.D.A.
 5/23/16

T.A.
6
5/2/16
Committee
5/2/16
JH

Current:

J

5. The maximum assignment for any pathologist shall be four (4) schools for full-time therapist. Therapists who work less than full-time in either the length of the day, or in the total days per week, shall be scheduled caseloads under the formula used for full-time pathologists. Part-time pathologists shall not be assigned to more than three (3) schools, nor shall they be required to travel to more than two (2) schools in any one day.

Proposal:

The maximum assignment for any pathologist shall be four (4) schools for full-time pathologists. Pathologists who work less than full-time in either the length of the day, or in the total days per week, shall be scheduled caseloads under the formula as reflected in the workload/caseload formula. Part-time pathologists shall not be assigned to more than three (3) schools, nor shall they be required to travel to more than two (2) schools in any one day.

JH
5/19/16
K-Red
5/23/16
LAW check
in terminology

Final
BAM 4/19/16
SS 4/19/16
BMB 4/19/16

T.A.
5
5/7/16
Committee
5/2/16
[Signature]

Current:

J.

6. Total populations of students assigned to each pathologist shall be reasonably equitable. When physically, emotionally or mentally disabled students are scheduled into therapy, the present system of weighing a caseload shall be utilized with a corresponding reduction in the total number of students assigned to a pathologist. When inequitable populations exist, guidelines for reassignment of pathologists shall be cooperatively established between the building committee, the department chairperson, and the Director of Student Services or his/her designee.

why?
terminology
change
from
the
State

Proposal:

J.

6. Total populations of students assigned to each pathologist shall be reasonably equitable. When physically, emotionally or mentally disabled students are scheduled into therapy, the workload/caseload system shall be utilized with a corresponding reduction in the total number of students assigned to a pathologist. When inequitable populations exist, guidelines for reassignment of pathologists shall be cooperatively established between the building committee, the Toledo Federation of Teacher Speech Department Representative, and the Supervisor of the Speech-Language Department or his/her designee.

4/19/16
5/19/16
K-D
5/27/16

Rationale: A.:The Ohio Department of Education, on 07-01-14, changed from "meeting state standards" to "following the workload/caseload system".

B: when inequitable populations exist, it has been past practice for the TFT Rep and the Supervisor of the Speech-Language Department to solve the inequity, then consulting with the building committee of which the speech department chairperson is an automatic member. The department chairperson in the Speech -Language Department is a different role from that of a chairperson at the high school level and with other departments such as nurses or librarians. The chairperson for the speech department is paid to reserve space at the administration building for the department monthly meetings, oversee the various committees (in-service, social, extern) with additional duties performed in conjunction with the TFT representative and the supervisor of the department. The department chairperson is an automatic member of the building committee and problems with inequitable populations in caseloads is a contract issue to be resolved by the TFT Rep and the Supervisor of the department.

Final
[Signature] 4/19/16
SS 4/19/16
DWB 4/19/16

5/1/16
5/7/16
Committee
summary
change

J.

Current:

1. The number of speech-language pathologists shall be assigned to meet state standards.

Proposal:

J.

1. The number of speech-language pathologists shall be assigned to meet the state workload/caseload criteria.

Rationale:

The Ohio Department of Education, on 07-01-14, approved rule number 3301-51-09 stating the public school speech pathologist will have the caseload determined by a workload/caseload study. This changes from 'state standards' to 'workload/caseload formula'.

Final
BSS 4/19/16
SS 4/19/16
BWB 4/19/16

4/19/16
5/19/16
K-Ad
5/22/16



Article: VIII

Section: #4

Page: 32 - 33

Subject: General Inter-School Transfer Policy

Current Language:

#4 All vacancies may be filled as of July 11. System-wide department vacancies shall be advertised to department members on July 1. System-wide vacancies that occur after July 1 but before the start of school shall be posted on the Human Resources Office bulletin board for five (5) days. A copy shall be sent to the Federation. The Federation shall be notified by the Human Resources Office of all vacancies within five (5) days of their occurrence. System-wide department vacancies shall comply with C, below. Notification of vacancies will be sent to those system-wide department members, who, prior to June 1, notify the Human Resource Office of their desire to receive the vacancy list.

Proposed Language:

#4 All vacancies may be filled as of ~~July 11~~ July 1. System-wide department vacancies shall be advertised to department members ~~on by July 1~~ June 1. System-wide vacancies that occur after ~~July 1~~ June 1 but before the start of school shall be posted on the Human Resources Office bulletin board and electronically for five (5) days. A copy shall be sent to the Federation. The Federation shall be notified by the Human Resources Office of all vacancies within five (5) days of their occurrence. System-wide department vacancies shall comply with C, below. Notification of vacancies will be sent electronically to those system-wide department members, who, prior to June 1, notify the Human Resource Office of their desire to receive the vacancy list.

J.A. Gilman 5/16/16

Smith 5/16/16

APPK
5/19/16

K-D
7/27/16

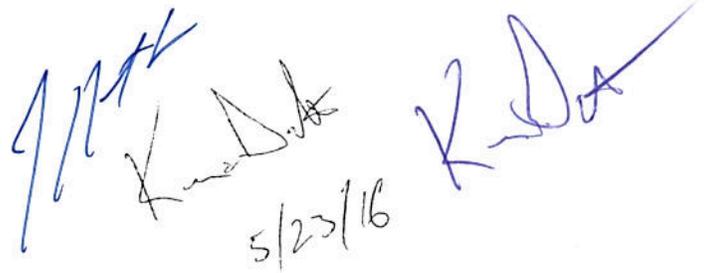
STUDENT ACTIVITIES, ATHLETIC EVENTS AND COACHES' SALARIES

Current:

F 2 When a holder of a fall coaching position is outside the bargaining unit, that position shall be reposted on November 30, 2013 to members of the bargaining unit. When the holder of a winter coaching position is outside the bargaining unit, that position shall be reposted on September 15, 2013 to members of the bargaining unit. When a holder of a spring sport is outside the bargaining unit, that position shall be reposted on September 15, 2013. The appointment to such position shall follow the procedures a stated in this Article under Section F-2.

Proposal:

F 2 When a holder of a fall coaching position is outside the bargaining unit, that position shall be reposted on June 1, 2016 to members of the bargaining unit. When the holder of a winter coaching position is outside the bargaining unit, that position shall be reposted on September 1, 2016 to members of the bargaining unit. When a holder of a spring sport is outside the bargaining unit, that position shall be reposted on September 1, 2016. The appointment to such position shall follow the procedures a stated in this Article under Section F-2.



Handwritten signatures and date: 5/23/16

4/25/16

✓

TPS Negotiations 2016

Administration Proposal

Article: XXXVI

Section: F #11

Page: 114

Subject: Coordination Time

Current Language:

Planning and coordination time past practice shall remain unaffected as a result of changed adopted in this article.

Proposed Language:

~~Planning and coordination time past practice shall remain unaffected as a result of changed adopted in this article.~~

Coordination time will be provided to teachers in Marketing Technology and Family Consumer Science teachers who are teaching contemporary foods and culinary arts only.

T.A.
5/7/16
5/7/16
Commit

4/14/16
5/19/16

K-Dob
5/25/16

Article 14: Leaves

Section H #9

Current: Referrals can be identified by the panel itself or through internal union procedures. The joint panel will meet with the identified employee within one (1) week, when possible, or within such time as agreed to by the panel. Each case will be evaluated and if action is warranted as determined by the facts, a prescribed plan for improvement may be developed. Such prescriptive plan for improvement will include specific timelines and goals. Concurrence by the panel will be necessary to invoke any prescriptive action recommended. If the panel fails to concur, the Administration may follow normal disciplinary procedures.

Proposed: Referrals can be identified by the panel itself or through internal union procedures. The panel shall meet a minimum of once a quarter. Upon written authorization of the employee, sick leave records of the identified referrals shall be made available to the Federation Representatives for review in the Office of Non-Teaching Personnel at least one (1) week prior to the joint panel meeting with the identified paraprofessional. Each case will be evaluated and if action is warranted as determined by the facts, a prescribed plan for improvement may be developed. Such prescriptive plan for improvement will include specific timelines and goals. Concurrence by the panel will be necessary to invoke any prescriptive action recommended. If the panel fails to concur, the Administration may follow normal disciplinary procedures.

Date Presented: 4-7-16

Tentative Agreement on the above stated language only.

Aspire Michele Brown Adlin
Carey Smith Agustina Schwanzkopf

For further review by Chief Negotiators:

The two (2) appointed Federation Representatives shall receive an annual stipend, to be paid in concurrence with the Vacation pay disbursed the first week of July.

\$500.00

7/1/16
 5/19/16
 Kurt [Signature]
 5/27/16

Article: 22

Section:

Page:

Subject: Compensation

Current Language:

Interpreters for the Deaf shall be paid at the 8 year or more rate per hour. They shall qualify for benefits according to the schedule listed on page 70 of the 1992 - 95 agreement which currently reads:

- 12-14 hours per week - ½ payment of a single premium
- 15 - 19 hours per week - single coverage
- 20 or more hours per week- family coverage

Interpreters for the Deaf shall be paid for travel time between locations. Travel pay shall be issued at the usual mileage rate.

Proposed Language:

Interpreters for the Deaf shall be paid at the 8 year or more rate per hour. They shall qualify for benefits according to the schedule listed on page 70 of the 1992 - 95 agreement which currently reads:

- 12-14 hours per week - ½ payment of a single premium
- 15 - 19 hours per week - single coverage
- 20 or more hours per week- family coverage

Interpreters for the Deaf shall be paid for travel time between locations. Travel pay shall be issued at the usual mileage rate.

ADD:

- a. **an interpreter who holds an Associate License issued through the Ohio Department of Education, (ODE) shall be paid an additional \$4.50.**
- b. **Interpreters who hold a Bachelor's degree, with either an (OAC 3301-23-44): Temporary pupil services license or (OAC 3301-23-44): Substitute teaching license, shall receive an additional \$2.50 per hour. These interpreters are not precluded from receiving Bachelor's rate of pay plus the Associate License rate of pay should the Associate License be subsequently obtained.**


5/23/16

Article: XXXV
Section: H
Page
Subject Sick Leave Bonus Pay

Current:

Members of the bargaining unit who have accumulated three hundred (300) days or more of sick leave on December 1, shall be paid three (3) additional days at their daily rate before December 25. Those who have.....one (1) full day.

Proposal:

Members of the bargaining unit who have accumulated three hundred (300) days or more on the last regular pay in November, of sick leave ~~on December 1~~, shall be paid three (3) additional days at their daily rate in a special pay the last non-pay Friday before the Winter Vacation, ~~before December 25~~. Those who have.....one (1) full day.

Date Presented: 4/12/16

Accepted T.A.

Tentative Agreement Signatures: OSmith 5/7/16 Federation
[Signature] 5/2/16 Board

Rejected: _____

Date: _____

[Signature]
5/19/16
D. [Signature]



le: 12
 Section: A
 Page 16
 Subject Seniority
 Current:

A. Definition

1. ~~Seniority shall be defined as an employee's total continuous service from the last date of hire unless otherwise provided in this Agreement.~~
2. ~~An employee shall not accumulate seniority during his or her probationary period. However, upon satisfactory completion of the probationary period, the employee's original seniority date shall be adjusted back to include the sixty (60) work days probationary period plus all days worked as a substitute paraprofessional.~~
3. ~~Date of hire refers to date of initial employment in the TFT Para bargaining unit. Any person employed in the bargaining unit on the adoption date of this agreement shall retain their current seniority date unless seniority is terminated in accordance with Section B below.~~

Proposal:

A. Definition:

1. System Seniority: System Seniority shall be defined as the employee's total continuous service; which is defined as the original hire date with the Board from the most recent date of hire. System Seniority determines Vacation and Longevity Bonus as per Article 22.
 - a. An employee shall not accumulate seniority during his/her probationary period. Upon completion of the probationary period, the employee's system seniority date shall be adjusted back to include the sixty (60) work days of the probationary period plus all days worked as a substitute paraprofessional.
2. Bid and Layoff Seniority shall be determined by the date the employee obtains official appointment as a paraprofessional, plus the number of days substituted prior to permanent status.
3. The first work day after the probationary period ends shall be used to establish the employee's assignment into the Toledo Federation of Teachers Paraprofessional bargaining unit. Any person employed in the bargaining unit on the adoption date of this agreement shall retain their current seniority date unless seniority is terminated in accordance with Section B below

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>C. Pender</i>	4-22-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-22-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kris Schwankoff

4-22-16

Kris Schwankoff
 4/22/16
 5/19/16



Article 4: Payroll Deductions
Section A

Current: Payroll deduction of Union dues shall be in ten (10) equal amounts beginning with the first pay period in September. Enrollment shall be on a monthly basis. Payroll deduction of Union dues shall be renewed automatically unless otherwise authorized by the Union with a list of deductions each month

Proposal: Payroll deduction of Union dues shall be in ~~ten (10)~~ twenty (20) equal amounts beginning with the first pay period in September. Enrollment shall be on a monthly basis. Payroll deduction of Union dues shall be renewed automatically unless otherwise authorized by the Union with a list of deductions each month.

This clean up language as this is current practice.

Date Presented: 4-7-16

Tentative Agreement:

MSD Michele Brown
Capey Smith
Allen
Apristina Sebastian

Signatures:

Board
Management

MSD
5/11/16
Kudde
1/27/16

Article: XLVIII. Special Education
 Section: H
 Page: 155-156
 Subject: Preschool.

Current:

Proposed: NEW

3. Programming for all preschoolers 3-5 years old

- a. A copy of personnel documents needed for on-site Preschool Licensing and/or state quality rating/improvement systems will be kept at the preschool location where a preschool staff member is assigned. These documents will be kept in a secure location.
- b. Teachers will receive a preschool calendar before the end of each school year that includes the following information for the next school year. Information in **bold** text shall be included in district calendars:

- 1) **First Day of School for preschool staff and preschool students**
- 2) **Open House(s) for preschool families**
- 3) **Preschool Parent-Teacher Conferences:** Two conference days shall be scheduled after the end of 1st and 3rd Quarters. Conference days shall not be scheduled on Fridays. At least 35 minutes shall be allotted for each conference. Preschool Committee will determine Parent-Teacher Conference dates and schedule each school year. Preschool classrooms in elementary school buildings may have conferences at the same time as the elementary building in which they are housed.

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures: _____ Federation
 _____ Board

JH/K
5/19/16
K-Dub
5/27/16

Rejected: _____

Date: _____

Article: XLVIII. Special Education
 Section: H
 Page: 155-156
 Subject: Preschool.

Current:

Proposed: NEW

- 4. Preschool teachers shall have at least 180 minutes a week of planning time.

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures: _____ Federation

_____ Board

Handwritten notes:
 5/19/16
 K. Doe
 5/22/16

Rejected: _____

Date: _____

Article: XLVIII. Special Education

Section: H

Page 155-156

Subject: Preschool.

Current:

Proposed: NEW

5. Class Size

- a. Class size for Inclusion-Special Needs Preschool classrooms shall not exceed sixteen (16) students. Students with an IEP shall not compromise more than 50% of the total number of students enrolled in the class. Students with disabilities shall be counted as per Article XLVIII, Section C, Number 1.
- b. Self-Contained Special Needs Preschool classrooms shall not exceed eight (8) students.
- c. Title I funded preschool classrooms shall not exceed seventeen (17) students. Students with disabilities shall be counted as per Article XLVIII, Section C, Number 1.

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures:

_____ Federation

_____ Board

Rejected: _____

Date: _____

Handwritten notes:
 5/19/16
 K-Dub
 5/27/16

Article: XLVIII. Special Education

Section: H

Page 155-156

Subject: Preschool.

Current:

Proposed: **NEW**

- 4. Preschool teachers shall have at least 180 minutes a week of planning time.

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures: _____ Federation

_____ Board

Handwritten notes:
 5/19/16
 K. Doe
 5/23/16

Rejected: _____

Date: _____

Article: XLVIII. Special Education

Section: H

Page 155-156

Subject Preschool.

Current:

Proposed: NEW

5. Class Size

- a. Class size for Inclusion-Special Needs Preschool classrooms shall not exceed sixteen (16) students. Students with an IEP shall not compromise more than 50% of the total number of students enrolled in the class. Students with disabilities shall be counted as per Article XLVIII, Section C, Number 1.
- b. Self-Contained Special Needs Preschool classrooms shall not exceed eight (8) students.
- c. Title I funded preschool classrooms shall not exceed seventeen (17) students. Students with disabilities shall be counted as per Article XLVIII, Section C, Number 1.

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures:

_____ Federation

_____ Board

Rejected: _____

Date: _____

Handwritten notes:
 5/19/16
 K-Dub
 5/27/16

Article:

Section:

Page

Subject Para to Teacher

Current: None

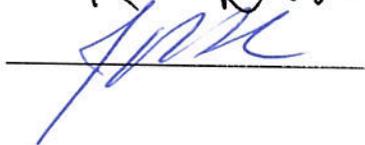
Proposal:

The parties agree to explore the development of a "Para to Teacher" program. This will be done in conjunction with the Federation, the District and partnering universities.

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures:

 5/26/16 Federation
 5/26/16 Board

Rejected: _____

Date: _____

Provision CBA PARA _____

College Degree Payment

PARA Professionals will receive additional compensation as provided below. It is the responsibility of the employee to provide the certificate or diploma to the Office of Human Resources, and a copy will be made and to be placed in their personnel file.

Associate \$500

Bachelor \$700

Masters \$900

FOR THE BOARD



James R. Gant 5/26/16
Date

FOR THE UNION:



Kevin Dalton 5/26/16
Date



2016 - TFT Negotiation Item Proposal

CBA: TFT 2008-2010 Substitute Teachers Agreement
 Article: III. REFUSALS — CLASSIFICATIONS - I & II
 Section: D
 Page: 11
 Date Presented: 3/13/16

<p>Current Contract Language:</p> <p>A Class II substitute may refuse an assignment at any time. However, repeated refusals which exceed ten (10) in any school year may result in a Class II substitute being removed from the calling rotation list. The substitute may reapply for substitute status.</p>
<p>Proposed Language:</p> <p>Class II substitutes accept assignments through the automated substitute system. However, if a Class II substitute does not work for a month, they will be removed from active substitute status. The substitute may re-apply for substitute status which would include all pre-employment requirements <u>if not within the same school year. If it is within the same school year, a letter of intent must be submitted to Human Resources.</u></p>
<p>Rationale and Supporting Evidence:</p> <p>There is no longer a rotation list. All assignments and substitutes are listed in Aesop. Language needs to be aligned with current assignment practice.</p>
<p>Financial Impact:</p> <p>\$0</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>[Signature]</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

[Handwritten Signature]
5/19/16



2016 - TFT Negotiation Item Proposal

CBA: TFT 2008-2010 Substitute Teachers Agreement
 Article: V. Class III Long-Term Assignment
 Section: A
 Page: 14
 Date Presented: 4/13/16

<p>Current Contract Language:</p> <p>Some teaching assignments such as TAPESTRIES, Intern Consultant, or other teachers on special assignment, or any other positions mutually agreed to between the Board and Federation shall be filled by a substitute teacher.</p>
<p>Proposed Language:</p> <p>Some teaching assignments such as TAPESTRIES, Intern Consultant, or other teachers on special assignment, or any other positions mutually agreed to between the Board and Federation shall be filled by a substitute teacher.</p>
<p>Rationale and Supporting Evidence:</p> <p>This language is obsolete; Tapestries no longer exists.</p>
<p>Financial Impact:</p> <p>\$0</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>C. Spill</i>	4-21-16
Sub Committee Signature (Union)	<i>Capey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

APK
5/19/16



2016 – TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: VIII.C Compensation, Sick Leave, Extra Duties
 Page: 25
 Date Presented: 4/13/16

<p>Current Contract Language:</p> <p>C. Travel Pay Class I and Class II substitutes who receive traveling assignments shall be compensated at the rate of three dollars (\$3.00) for each such assignment. Such compensation shall be submitted monthly. Class III substitutes who receive assignments requiring travel shall be compensated quarterly at the rate payable under the regular teachers' contract.</p>
<p>Proposed Language:</p> <p>C. Travel Pay Class I and Class II substitutes who receive traveling assignments shall be compensated at the rate of three dollars (\$3.00) for each such assignment. Such compensation shall be submitted monthly to the sub office. Class III substitutes who receive assignments requiring travel shall be compensated quarterly monthly at the rate payable under the regular teachers' contract.</p>
<p>Rationale:</p> <p>Give the sub directive on where to submit paperwork and how often. Monthly is Accounts Payable's TPS policy to pay mileage.</p>
<p>Financial Impact:</p> <p>\$0</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>Casey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

*TFT
5/19/16*



2016 - TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: VIII.E Compensation, Sick Leave, Extra Duties
 Page: 26
 Date Presented: 4/13/16

Current Contract Language:

Substitutes who are not on the substitute rotation list because a school did not notify the substitute office of their release from their assignment shall be entitled to 1/2 day pay for the first day they were left off of the rotation list. The substitute office shall be charged with verifying the source of the error.

Proposed Language:

Delete the language.

Rationale:

There is no longer a rotation list as all subs are in AESOP

Financial Impact:

\$0

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

7/19/16
5/19/16



2016 - TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: VIII.F Schedules, Planning Time and Planning Time Comp
 Page: 27 (2-4)
 Date Presented: 4/13/16

Current Contract Language:

2. If class coverage is accepted by a substitute during time reserved for planning, he/she shall receive a bonus of eleven dollars and thirty-five cents (\$11.35) for each hour in which such coverage in lieu of planning time occurs. Class coverage may be assigned to a substitute in a one day assignment for which he/she will receive the bonus payment. 3. When no regular teachers are available to accept a second class (or part of a class) of students in addition to their regular class as per Article XIX, A, of the regular teachers' contract, substitutes may accept such assignments at the eleven dollars and thirty-five cents (\$11.35) per hour rate. 4. When a continuous building substitute is moved from his/her assigned school and this results in more than six and one-quarter (6 1/4) hours service per day, exclusive of the lunch hour, the substitute will be paid at the rate of eleven dollars and thirty-five cents (\$11.35) per hour for the time in excess of six and onequarter (6 1/4) hours per day.

Proposed Language:

- Update rates to current rates
- ~~When a continuous building substitute is moved from his/her assigned school and this results in more than six and one-quarter (6 1/4) hours service per day, exclusive of the lunch hour, the substitute will be paid at the rate of eleven dollars and thirty-five cents (\$11.35) per hour for the time in excess of six and onequarter (6 1/4) hours per day.~~

Rationale:

Language is obsolete, continuous building subs are no longer

Financial Impact:

\$0 b/c rates already implemented

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

*JMK
5/19/16*



2016 - TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
 Section: VIII.J Sick Leave
 Page: 30
 Date Presented: 4/13/16

Current Contract Language:

Class I and Class II substitutes who have accumulated seventy-five (75) days or more of sick leave on December 1 shall be paid three (3) additional days at their daily rate before December 25. Those who have accumulated forty (40) days but fewer than one hundred (100) shall be paid two (2) additional days. Those who have accumulated fifteen (15) but fewer than fifty (50) shall be paid one (1) full day.

Proposed Language:

Class I and Class II substitutes who have accumulated seventy-five (75) days or more of sick leave on December 1 shall be paid three (3) additional days at their daily rate before December 25. Those who have accumulated forty (40) days but fewer than seventy-four (74) shall be paid two (2) additional days. Those who have accumulated fifteen (15) but fewer than thirty-nine (39) shall be paid one (1) full day.

Rationale:

Language didn't make sense. Updated to coincide.

Financial Impact:

\$0

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	4-21-16
Sub Committee Signature (Union)	<i>Carolyn Smith</i>	4-21-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

1/19/16



2016 - TFT Negotiation Item Proposal

Contract: TFT Sub Teacher Contract
Section: IX.C Personnel Files
Page: 33
Date Presented: 4/13/16

Current Contract Language:

C. Upon request by the substitute he/she shall be permitted to examine his/her file in the presence of a member of the Human Resources staff. An authorized representative of the Federation may inspect the file of a substitute. Requests should be made by calling 729-8267 or 729-8266.

Proposed Language:

C. Upon request by the substitute he/she shall be permitted to examine his/her file in the presence of a member of the Human Resources staff. An authorized representative of the Federation may inspect the file of a substitute. Requests should be made by calling ~~729-8267 or 729-8266.~~ the Human Resources Department.

Rationale:

Remove phone numbers, language is obsolete

Financial Impact:

\$0

Table with 3 columns: Description, SIGNATURE, DATE. Rows include Sub Committee Signature (Mgt), Sub Committee Signature (Union), Date Presented to Main Table, Main Table Signature (Mgt), and Main Table Signature (Union). Includes handwritten signatures and dates.

Handwritten signature and date: 5/19/16

Article 15: Reporting Absence and Return to Work
Sections A-C

Current:

A. When unable to show for work, employees shall call the appropriate office or official no later than one hour prior to starting time each day of absence, except when in case of a long term absence a different call-in procedure is approved by the Human Resources Office. Employees shall report their intention to return to work not later than the close of office hours of the day preceding their return. An employee may not be permitted to return to work unless he or she has notified the appropriate official in compliance with this procedure.

The employee shall be required to call only one official to report absence or return to work.

The employer shall be responsible for making calls to substitutes.

Failure to report absences from work or return to work in compliance with the proper procedure will warrant disciplinary action.

B. When the use of sick days extends beyond three (3) consecutive work days, the employee shall furnish the employer with a written statement provided by his or her attending physician substantiating the facts concerning the employee's physical condition, at no expense to the employer.

C. Each employee must maintain his or her current address and telephone number, or a number whereby he or she can be reached, on file with the proper department and Human Resources Office.

Proposed:

A. When unable to show for work, employees shall report the absence via Aesop no later than one hour prior to starting time each day of absence except when in case of a long term absence a different call-in procedure is approved by the Human Resources Office. Employees on long term absences shall report their intention to return to work not later than the close of office hours of the day preceding their return. ~~An employee may not be permitted to return to work unless he or she has notified the appropriate official in compliance with this procedure.~~

~~The employee shall be required to call only one official to report absence or return to work.~~

Failure to report absences from work or return to work in compliance with the proper procedure will warrant disciplinary action.

B. When the use of sick days extends beyond three (3) consecutive work days, the employee shall furnish the employer with a written statement provided by his or her attending physician substantiating the facts concerning the employee's physical condition, at no expense to the employer.

C. Each employee must maintain his or her current address and telephone number, or a number whereby he or she can be reached, on file with the proper department and Human Resources Office.

Date Presented: 4-7-16

Tentative Agreement: Carole Michele Brown Aden
Carey Smith Kristina Sedawoff

Signatures: _____ Board
_____ Management

Handwritten initials and date: 5/19/16

Article: 22
 Section: B
 Page 41
 Subject Compensation

Current:

B. Employees will advance on anniversary dates of employment.

Proposed:

B. Employees will advance on the system seniority date of employment.

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>C. Padden</i>	4-22-16
Sub Committee Signature (Union)	<i>Carey Smith</i>	4-22-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

Kris Schwankopf

4-22-16

5/19/16



2016 – TFT Para Negotiation Item Proposal

Contract: TFT – Paraprofessional Contract
 Section: 22.0- Compensation
 Page: 63
 Date Presented: 4/22/16

<p>CURRENT CONTRACT LANGUAGE</p> <p>O. Effective January 2, 1983, paras to physically handicapped shall have one hour added to their work day.</p>
<p>CURRENT CONTRACT LANGUAGE</p> <p>O. Effective January 2, 1983, paras to physically handicapped shall have one hour added to their work day.</p> <p>ELIMINATE THIS LANGUAGE AND RE-LETTER THE REST OF THE ARTICLE.</p>
<p>Rationale:</p>
<p>Financial Impact:</p>

	SIGNATURE	DATE
Sub Committee Signature (Mgt)	<i>[Signature]</i>	5-2-16
Sub Committee Signature (Union)	<i>Carrey Smith</i>	5-3-16
Date Presented to Main Table		
Main Table Signature (Mgt)		
Main Table Signature (Union)		

JMK
 5/19/16

Article:

Section:

Page:

Subject: Teacher Based Teams (TBT)

New Language: Beginning with the 2016 - 2017 school year, buildings identified as priority and focus that require mandated Teacher Based Teams (TBT's) may utilize the following opportunities to ensure all mandates regarding TBT's or related to are completed: Delayed starts and the monthly mandatory staff meetings. Identified schools required to meet weekly will utilize one of the following options to ensure requirements are completed: Delayed Starts, monthly mandatory staff meetings, Payment of \$35 an hour for before or after school or release time during the day. Building Reps and Principals will develop their plan and submit their completed plan before April 15 to the Executive Transformational Leader of Curriculum and appointee of Toledo Federation of Teachers. Plans will be finalized before May 1 and will be in effect for the following school year.

DRAFT

TA 5/7/16
C Smith

5/7/16
JC

5/19/16
JK

Article: LIV

Section: C

Page:

Subject: School Nurses- Aids

Current Language:

An adult nurse's aid will be provided from 9 a.m. until 1 p.m. in high schools. The aid will work under the direction of the school nurse.

Proposed Language:

An adult Nurse's Aid will be provided from 9 a.m. until 1 p.m. in high schools. The aid will work under the direction of the school nurse. Schools that have over 1000 students in attendance will receive a full time Nurse's Aid.

DRAFT

T.N. 9/19/16
Smith

7/10/16
5/19/16

TPS Negotiations 2016

Administration Proposal

5/16/16

Article: IX

T.A.
J. Smith

Section: K

Page: 42

5/16/16

Subject: Adult Education – New Language

Current Language:

All Adult Education employees are considered hourly employees.

JMK
5/19/16

k. Wage Rates

Step	1/1/2014	1/1/2015
1-2	21.59	21.81
3	22.49	22.71
4-7	22.99	23.22
8-11	23.34	23.57
12 +	24.35	24.59

Proposed Language:

All Adult Education employees are considered hourly employees.

k. Wage Rates

Step	1/1/2014	1/1/2015	(Bachelors)	(Masters)
1-2	21.59	21.81	25.00	26.00
3	22.49	22.71	26.00	27.00
4-7	22.99	23.22	27.00	28.00
8-11	23.34	23.57	28.00	29.00
12 +	24.35	24.59	29.00	30.00

TFT Proposal 4/24/16
John 5/16/16
Smith 5/16/16

Article: IX
Section: J
Page 45
Subject Adult Education -NEW LANGUAGE

Current:

Currently vacation days for Barber Academy are dictated by Faculty Handbook.

Proposed:

Upon employment those full-time instructors in the Barber College shall receive five (5) days of paid vacation. After one (1) year of service, defined as instruction provided four (4) academic sessions, those full-time instructors in the Barber College shall receive ten (10) days of paid vacation per year. For the purpose of this provision a year is defined as July 1 to June 30. ~~Unused vacation days shall be paid at the daily rate prior to July 31.~~

J/K
5/19/16

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures: _____ Federation

_____ Board

Rejected: _____

Date: _____

4/25/16

TPS Negotiations 2016

Administration Proposal

Article: XXXVI

Section: F #11

Page: 114

Subject: Coordination Time

Current Language:

Planning and coordination time past practice shall remain unaffected as a result of changed adopted in this article.

Proposed Language:

~~Planning and coordination time past practice shall remain unaffected as a result of changed adopted in this article.~~

Coordination time will be provided to teachers in Marketing Technology and Family Consumer Science teachers who are teaching contemporary foods and culinary arts only.

DRAFT

T.A.
5/7/16
5/7/16
Commit

7/1/16
5/19/16

TPS Negotiations 2016

Administration Proposal

Article: New Language

Section:

DRAFT

Page:

Subject: Career Tech Department Chairs

Current Language: Career Tech Department Chair supplementals were cut in the 2011 negotiations.

Proposed Language:

The Career Technology department agrees to pay the equivalent of \$1,803 for a department chair in each high school to be paid in equal amounts over 26 pay periods.

Duties will be in line with the current job description and Article XXIX.

DRAFT

T.A.
J. Smith 5/7/16
5/7/16

THK
5/19/16

DRAFT

Article: XXXVI

Section: D

Page: 113

Subject: Career Technology Student Organization Advisors

Current Language:

Career Technology Student Organization club advisors will be paid their stipend provided the career technology club is affiliated with its state and national organization. Active participation is required in events within each service area by the student and the advisor. Multiple club stipends will be paid only if the clubs being advised have different national affiliations (e.g. BPA, FFA, Sills USA, etc.) See also Article XL for method of payment.

Proposed Language:

Career Technology Student Organization club advisors will be paid their stipend of ***\$1153.47*** provided the career technology club is affiliated with its state and national organization ***upon completion of the activities***. Active participation is required in events within each service area by the student and the advisor. Multiple club stipends will be paid only if the clubs being advised have different national affiliations (e.g. BPA, FFA, Sills USA, etc.) See also Article XL for method of payment.

T.A
JL
Smith 5/7/16
5/7/16

JK
5/19/16

Article: VIII

Section: #4

Page: 32 - 33

Subject: General Inter-School Transfer Policy

Current Language:

#4 All vacancies may be filled as of July 11. System-wide department vacancies shall be advertised to department members on July 1. System-wide vacancies that occur after July 1 but before the start of school shall be posted on the Human Resources Office bulletin board for five (5) days. A copy shall be sent to the Federation. The Federation shall be notified by the Human Resources Office of all vacancies within five (5) days of their occurrence. System-wide department vacancies shall comply with C, below. Notification of vacancies will be sent to those system-wide department members, who, prior to June 1, notify the Human Resource Office of their desire to receive the vacancy list.

Proposed Language:

#4 All vacancies may be filled as of ~~July 11~~ **July 1**. System-wide department vacancies shall be advertised to department members ~~on by July 1~~ **June 1**. System-wide vacancies that occur after ~~July 1~~ **June 1** but before the start of school shall be posted on the Human Resources Office bulletin board **and electronically** for five (5) days. A copy shall be sent to the Federation. The Federation shall be notified by the Human Resources Office of all vacancies within five (5) days of their occurrence. System-wide department vacancies shall comply with C, below. Notification of vacancies will be sent **electronically** to those system-wide department members, who, prior to June 1, notify the Human Resource Office of their desire to receive the vacancy list.

T.A. J. 5/16/16

Smith 5/16/16

*JPK
5/19/16*

Proposal : Interpreters of the Deaf/Hard of Hearing

SENIORITY
Article 12

OK

Current Language:

Interpreters of the Deaf hired by the employer during the month of December 1997 and January 1998, shall have their relative seniority determined by birth day and month. For example, an interpreter born on February 3 shall be more senior than an interpreter born on June 6. Interpreters for the deaf hired after this period shall be assigned seniority per Article 12.

Articles 12 and 13 Interpreters for the Deaf will not have the right to bid out of their position during the term of the agreement. In the event such Interpreters are laid off, they may move to vacant paraprofessional positions but may not bump any other paraprofessionals. Interpreter who moves to a vacant paraprofessional position must take the necessary tests.

Proposed Language:

~~Interpreters of the Deaf hired by the employer during the month of December 1997 and January 1998, shall have their relative seniority determined by birth day and month. For example, an interpreter born on February 3 shall be more senior than an interpreter born on June 6. Interpreters for the deaf hired after this period shall be assigned seniority per Article 12.~~

Interpreters of the Deaf/Hard of Hearing shall be considered a system-wide department with seniority based upon hire date. In the event of tied seniority, the last four digits of the employee's social security number will be used to break the tie.

~~Articles 12 and 13 Interpreters for the Deaf will not have the right to bid out of their position during the term of the agreement. In the event such Interpreters are laid off, they may move to vacant paraprofessional positions but may not bump any other paraprofessionals. Interpreter who moves to a vacant paraprofessional position must take the necessary tests.~~

In the event of lay off, the least senior member of the department shall be laid off; and recalled prior to any new hire.

Date Presented: _____

Accepted

JMK
5/16/19

Tentative Agreement Signatures:

CSmith 5/7/16 Federation
JLW 5/7/16 Board

Rejected: _____

Date: _____

Proposal : Interpreters of the Deaf/Hard of Hearing

JOB DESCRIPTIONS AND WORK YEAR
Article 9

Current Language:

The weekly hours of the Interpreters for the Deaf shall be a minimum of 15 hours and a maximum of 30 hours per week, no interpreter shall work less than three hours per day. Hours will be assigned by seniority.

In addition, any overtime hours will be shared on a rotating basis beginning with the most senior. The interpreters for the Deaf job description is attached.

Interpreters who work three hours or more a day shall take a 15 minute rest period. The interpreter shall make every effort to take this rest period at a time so as not to interfere with classroom instruction. It is understood that some classes have content that requires review and preparation. Interpreters may need preparation time to review content and vocabulary. When an interpreter feels that preparation time is necessary, that request will be made to the Case Manager. Preparation time shall equal one instructional period.

Proposed Language:

The weekly hours of the Interpreters for the Deaf shall be a minimum of 15 hours and a maximum of 30 hours per week, no interpreter shall work less than three hours per day. Hours will be assigned by seniority.

~~In addition, any overtime hours will be shared on a rotating basis beginning with the most senior. The interpreters for the Deaf job description is attached.~~

A job description for Interpreters of the Deaf/Hard of Hearing will be mutually developed and agreed to by the Board and the Federation prior to the beginning of the 2016-2017 school year.

Interpreters who work three hours or more a day shall take a 15 minute rest period. Those who work over 3 hours shall take a 30 minute rest period which may be divided into 15 minute blocks at the discretion of the interpreter. The interpreter shall make every effort to take this rest period at a time so as not to interfere with classroom instruction. It is understood that some classes have content that requires review and preparation. Interpreters may need preparation time to review content and vocabulary. When an interpreter feels that preparation time is necessary, that request will be made to the Director of Student Services or his/her designee. ~~Preparation time shall equal one instructional period.~~

T.A. Gu 5/7/16
Comitl 5/7/16

J.P.H. 5/19/16

Give on 5/7/16

T.A. 5/7/16 5/7/16
Brett

Article XLVIII page 151 F. Individualized Education Program

Current:

4. Special Education teachers shall be granted release time to prepare Individual Education Programs (IEP) for each of their students. The time shall be granted as follows: one (1) hour per pupil for elementary teacher and thirty (30) minutes per pupil for secondary teachers, or at the option of the teacher, compensated at the negotiated hourly rate. Support personnel shall be granted release time to prepare Individual Education Programs (IEP) for each of their students. The time shall be granted as follows: thirty (30) minutes per pupil for elementary physical and occupational therapists, mobility instructors and speech pathologists; and twenty (20) minutes per pupil for secondary physical and occupational therapists, mobility instructors, and speech pathologists; and twenty (20) minutes per pupil for 7-12 physical and occupational therapists, mobility instructors, and speech pathologists. IEP preparation time for high school teachers will follow past practice. (The parties agree that past practice is one day release time for teachers of low incidence students; two days release time for high incidence students.)

JAK 5/19/16

Proposal:

4. Special education teachers shall be granted release time to prepare Individual Education Programs (IEP) for each of their students. The time shall be granted as follows: one (1) hour per pupil for elementary teachers and thirty (30) minutes per pupil for secondary teachers, or at the option of the teacher, compensated at the negotiated hourly rate. Support personnel shall be granted release time to prepare Individual Education Programs (IEP) for each of their students, or at the option of the physical therapist, occupational therapist, or speech language pathologist compensated at the negotiated hourly rate. The time shall be granted as follows: sixty (60) minutes per pupil for all physical and occupational therapists, mobility instructors and speech-language pathologists where the handicapping condition is in their area only, and thirty (30) minutes per student when related service. —and twenty (20) minutes per pupil for secondary physical and occupational therapists, mobility instructors, and speech pathologists; and twenty (20) minutes per pupil for 7-12 physical and occupational therapists, mobility instructors, and speech pathologists. IEP preparation time for high school teachers will follow past practice. (The parties agree that past practice is one day release time for teachers of low incidence students; two days release time for high incidence students.)

Rationale: request same option as our colleagues, the special education teachers.

Final
BSS 4/19/16
SS 4/19/16
BWS 4/19/16

TPS Negotiations 2016

TFT Counter Proposal

Subject: MANDATES

New language: Toledo Public Schools ("the District") and the Toledo Federation of Teachers ("the Federation") recognize that they are unable to predict changes. The Parties understand the importance of the District's need for flexibility to adhere to the aforementioned changes. Therefore, each year the District and Federation will strive to make every effort to ensure that changes, that both the District and Federation agree upon, will be scheduled for the following year utilizing one of the following formats: waiver days, delayed starts, monthly staff meetings, or negotiated rates of compensation for before or after school work. In the continued spirit of collaboration, the Parties agree to mutually develop a format to address and ensure compliance with the mutually agreed upon changes, utilizing one of the aforementioned formats.

JPH
5/19/16

Negotiations 2016

TFT Proposal

Article:

Section:

Page

Subject Para to Teacher

Current: None

Proposal:

The parties agree to explore the development of a "Para to Teacher" program. This will be done in conjunction with the Federation, the District and partnering universities.

Date Presented: _____

_____ Accepted

Tentative Agreement Signatures:

 5/26/16 Federation
 5/26/16 Board

Rejected: _____

Date: _____

Provision CBA PARA _____

College Degree Payment

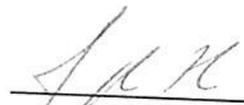
PARA Professionals will receive additional compensation as provided below. It is the responsibility of the employee to provide the certificate or diploma to the Office of Human Resources, and a copy will be made and to be placed in their personnel file.

Associate \$500

Bachelor \$700

Masters \$900

FOR THE BOARD



James R. Gant 5/26/16
Date

FOR THE UNION:



Kevin Dalton 5/26/16
Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOLEDO BOARD OF EDUCATION (BOARD)
AND
THE TOLEDO FEDERATION OF TEACHERS (TFT)**

RE: Intervention Assessment Teacher (IAT)

The Intervention/Assessment teacher will work directly with classroom teachers, peer coaches, ETI's and other school personnel to identify struggling students and provide research-based intervention strategies to students on a Reading Improvement and Monitoring Plan (RIMP). Concentration of intervention time will be spent on students in grades K-2 who are "Not On-Track" to meet the qualifications of Ohio's Third Grade Reading Guarantee (TGRG).

The Toledo Board of Education and TFT agree to the following as it relates to Intervention Assessment Teachers.

1. Intervention Assessment Teachers will be assigned to the following elementary schools, based on need (7) EBES, Garfield, Leverette, Marshall, Spring, Sherman and Rosa Parks.
2. Position will exist through the 2016/17, 2017/18 and 2018/2019 school year and teachers will not hold a placeholder substitute.
3. Regular and Special Education Teachers are eligible to apply for these positions.
4. Teaching positions for IAT will be filled based on the following criteria:
 - a. Teachers who are Highly Qualified in Reading in grades K-3.
 - b. Joint Interview process
5. Attend district provided professional development and complete coursework to receive an Ohio Reading Endorsement paid for by the District. Attend further job related PD provided by the district *TBD*. Failure to complete duties, separation from the District, or failure to complete coursework will result in employee repaying costs for all classwork.

6. This Memorandum of Understanding is for the 2016-2019 school year only and is not precedent setting.

This MOU will be paid out of Federal funds. This MOU is contingent upon funding being available; however, any work performed prior to a termination of funding will be paid at the above agreed upon rate.

This Memorandum of Understanding is subject to the ratification by the Toledo Public School Board of Education.

FOR THE BOARD:

FOR THE UNION:

Dr. Romules Durant
Superintendent



Date

Kevin Dalton, President
Toledo Federation of Teachers

5-20-16

Date

Ryan Stechshulte
Treasurer

Date

Cheryl L. Spieldenner
Chief Human Resource Officer

Date